CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, March 12, 2018

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 Revelle

(II) Mayor Public Announcements

(III) City Manager Public Announcements
       Farewell to Corporation Counsel, W. Grant Farrar

(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) Ordinance 42-O-18, Lease of City-Owned Property Located at 2603 Sheridan Rd. to Evanston Lake House and Gardens
Staff submits for City Council consideration adoption of Ordinance 42-O-18, authorizing the City Manager to execute a lease of City-owned real property (known as the Harley Clarke Mansion) located at 2603 Sheridan Road with Evanston Lake House and Gardens (ELHG). The lease is for 40 years and ELHG will be required to raise $2 million in funding over three years and then make code-related improvements to the mansion, opening the property for public use by May 2023. A two-thirds majority of City Council is required to adopt Ordinance 42-O-18.
For Introduction

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

CONSENT AGENDA

(M1) Approval of Minutes of the Regular City Council Meeting of February 26, 2018.
For Action

ADMINISTRATION & PUBLIC WORKS COMMITTEE

(A1) Payroll – February 5, 2018 through February 18, 2018 $ 3,309,410.71

(A2.1) Bills List – March 13, 2018 $ 2,946,656.87
Credit Card Activity (not including Amazon purchases) – Period Ending January 31, 2018
    Bank of America $ 154,726.19
    BMO $ 3,642.38
For Action

(A2.2) Amazon Credit Card Activity – Ending January 31, 2018 $ 12,469.91
For Action
(A3.1) **Pilot Landlord Rehabilitation Assistance Program**
Staff presents for City Council’s consideration a Pilot Landlord Rehabilitation Assistance Program to support improvements and repairs for rental units that are committed to be rented to households earning 60% of AMI. The proposed program budget is $200,000 for the 2018 fiscal year and will be provided from the Affordable Housing Fund. Funding will be from the Affordable Housing Fund (Account 250.21.5465.65535). The Affordable Housing Fund has a current uncommitted cash balance of approximately $800,000.

**For Action**

(A3.2) **Sidewalk Café Application for Pono Ono Poke at 1630 Chicago Avenue**
Staff recommends City Council approval of first-time application for a sidewalk café permit for Pono Ono Poke, a Type 2 restaurant located at 1630 Chicago Avenue. The sidewalk café will consist of three tables with four seats each for a seating capacity of 12. The café will operate 11:00 a.m. – 10:00 p.m. daily.

**For Action**

(A3.3) **Sole Source Purchase of Cisco Systems Network Switches**
Staff recommends City Council authorize the City Manager to purchase Cisco Systems Network Switches from Sentinel Technologies, Inc. (2550 Warrenville Road, Downers Grove, IL 60515). The cost of the hardware, software, and support/maintenance is $304,029. The cost will be paid over three years. Year 1 cost is $101,343, Year 2 cost is $101,343, and Year 3 cost is $101,343. The three-year payment plan is facilitated by Cisco Systems Capital Corporation (De Lage Landen Public Finance, LLC). The funding for this project will derive from the Capital Improvements Program 2017 General Obligation Bonds (Account 415.40.4117.65515 - 117003) which has a budget of $125,000 and has a current balance of $107,341.98. Year two and year three payments will use future CIP funds for this purpose.

**For Action**

(A3.4) **2018 Special Events Calendar**
Staff recommends approval of the 2018 calendar of special events, contingent upon compliance of all requirements as set forth by the Special Event Policy & Guidelines. This year’s calendar includes four new events: a marshmallow drop at James Park, the Evanston Green Ball at the Ladd Arboretum, a two date concert series at Canal Shores and a two date block party on Dempster, between Chicago and Hinman. Lakefront park events of 100 participants or more and non-lakefront park events of 250 participants or more were approved at the Human Services Committee meeting on March 5, 2018. Non-park events with 250 participants or more and/or requiring a street closure, (with exception of block parties) require Administration and Public Works Committee. Costs for city services provided for events require a 100% reimbursement from the sponsoring organization or event coordinator. These fees are waived for City events and City co-sponsored events.

**For Action**
(A3.5) **One-Year Contract Extension with J.A. Johnson Paving Company for Pavement Patching**
Staff recommends that City Council authorize the City Manager to execute a one year contract extension for pavement patching with J.A. Johnson Paving Company (1025 E. Addison Ct., Arlington Heights, IL) in the amount of $600,000.00. This contract award is part of a bid let by the Municipal Partnering Initiative (MPI). Funding for this service will be from the Capital Improvement Fund (Account 415.40.4118.65515 - 418017) which has $600,000 budgeted for the supplemental patching program in 2018.

**For Action**

(A3.6) **One-Year Single Source Contract for Purchase of Concrete from Ozinga Ready Mix Concrete Inc.**
Staff recommends the City Council authorize the City Manager to execute a one year single source contract for the purchase of concrete and flowable fill with Ozinga Ready Mix Concrete Inc. (2222 South Lumber Street, Chicago, IL) in the amount of $42,500. Funding for the purchase of the concrete will be from the General Fund in the amount of $20,000, the Water Fund in the amount of $14,900 and the Sewer Fund in the amount of $7,600. The specific accounts and unencumbered account balances are shown in the transmittal memorandum.

**For Action**

(A3.7) **One-Year Single Source Contract for Purchase of Hot Mix Asphalt from Builders Asphalt**
Staff recommends that City Council authorize the City Manager to execute a one-year single source contract for the purchase of Hot Mix Asphalt with Builders Asphalt (4413 Roosevelt Road Suite 108, Hillside, IL 60162) in the amount of $43,300. Funding for this purchase will be from the General Fund in the amount of $33,300, the Water Fund in the amount of $7,600 and the Sewer Fund in the amount of $2,400. The specific accounts and unencumbered account balances are shown in the transmittal memorandum.

**For Action**

(A3.8) **Contract with Landscape Concepts Management, Inc. for the 2018 Green Bay Road Landscape Maintenance**
Staff recommends City Council authorize the City Manager to execute a contract for the 2018 Green Bay Road Landscape Maintenance contract to the low bidder, Landscape Concepts Management, Inc., (31745 Alleghany Rd., Grayslake, IL, 60030) in the amount of $27,744.00. Funding for this project is included in the proposed FY 2018 General Fund budget (Account 100.40.4330.62195), which has a total allocation of $142,000.00. The remaining budget in this account is $142,000.

**For Action**
(A3.9) Contract Renewal for Mowing Services with Cleanslate Chicago, LLC

Staff recommends City Council authorize the City Manager to execute a renewal contract award for the 2018 Mowing Services to the low bidder, Cleanslate Chicago, LLC (1540 South Ashland, Chicago, IL), in the amount of $28,875.00. Funding for this project is included in the proposed FY 2018 General Fund budget (Account 100.40.4330.62195), which has a total allocation of $142,000.00. The remaining budget in this account is $142,000.

For Action

(A3.10) Fourth Quarter Financial Report for Fiscal Year 2017

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

For Action: Accept and Place on File

(A4) Resolution 16-R-18, Increasing the Total Fiscal Year 2017 Budget by $1,100,000 to a New Total of $324,842,986

Staff recommends that the City Council adopt Resolution 16-R-18, amending the 2017 Budget by $1,110,000 to a new total of $324,842,986.

For Action

(A5) Resolution 11-R-18, Motor Fuel Tax Funds Use for Roadway Resurfacing Project

Staff recommends City Council adoption of Resolution 11-R-18 authorizing the City Manager to sign an Illinois Department of Transportation Resolution for Improvement by Municipality under the Illinois Highway Code for Improvements to Various Evanston Streets. This will allow the use of Motor Fuel Tax (MFT) Funds in the amount of $1,200,000 for street resurfacing. Funding will be provided from the Motor Fuel Tax Fund (Fund 200), which has a total Budget of $1,508,678, FY 2018 budget allocation of $1,200,000 and charged to Account 415.40.4218.65515 – 418002.

For Action

Staff recommends City Council adoption of Resolutions 12-R-18, 14-R-18 & 15-R-18 authorizing the City Manager to sign a “Resolution for Maintenance of Streets and Highways” in order to transfer funds previously allocated from the Motor Fuel Tax (MFT) fund to the General Fund for the General Maintenance of Streets. Even though the City Council previously approved the use/transfer of these funds as part of the budget, the Resolutions need to be approved pursuant to State regulations. Resolution 12-R-18 refers to the transfer of $833,000 in 2016; Resolution 14-R-18 refers to the transfer of $957,990 in 2017; and Resolution 15-R-18 refers to the transfer of $957,990 in 2018.

(A6) Resolution 12-R-18, 2016 Motor Fuel Tax Funds Transfer for General Maintenance of Streets

For Action
(A7) **Resolution 14-R-18, 2017 Motor Fuel Tax Funds Transfer for General Maintenance of Streets**
For Action

(A8) **Resolution 15-R-18, 2018 Motor Fuel Tax Funds Transfer for General Maintenance of Streets**
For Action

(A9) **Ordinance 27-O-18, Lease of Room Space at the Lorraine H. Morton Civic Center to the League of Women Voters**
Staff recommends City Council adopt Ordinance 27-O-18 which authorizes a 3-year renewal of a lease agreement between League of Women Voters and the City of Evanston. The lease will be from June 1, 2018 through May 31, 2021 for first floor space (Room 1030) at the Lorraine H. Morton Civic Center. The monthly rent will be $240 with a 1% increase each year.
For Introduction

(A10) **Ordinance 18-O-18, Amending City Code Section 1-17-1, Adding Subsection “Contractor Debarment, Suspension and Prohibited Contracts”**
Staff recommends City Council adopt Ordinance 18-O-18, amending City Code Section 1-17-1, by adding Subsection 1-17-1(E), “Contractor Debarment, Suspension, and Prohibited Contracts.” This Ordinance codifies a procedure to debar or suspend contractors for just cause. Debarred or suspended contractors may not bid, propose, be awarded to, or perform work on a contract with the City.
For Introduction

(A11) **Ordinance 38-O-18 Amending City Code Section 3-17-9 Regarding Senior Citizen/Persons with Disabilities Taxicab Program**
City staff recommends City Council adoption of Ordinance 38-O-18 which amends Title 3, Chapter 17-9 regarding Senior Citizen/Persons with Disabilities Taxicab Program. Amendment includes: an increase in the participant share from four dollars ($4.00) to five dollars ($5.00) and changing the boundaries of the program to within the corporate boundaries of Evanston. **Staff recommends suspension of the Rules for Introduction and Action at the March 12, 2018 City Council meeting.**
For Introduction and Action

(A12) **Ordinance 36-O-18, Decreasing the Number of Class C-1 Liquor Licenses for La Macchina Café at 1620 Orrington Avenue**
Staff recommends City Council adopt Ordinance 36-O-18, amending City Code Subsection 3-4-6-(C-1) to decrease the number of authorized Class C-1 liquor licenses from one (1) to zero (0). La Macchina Café requests a downgrade of its liquor license from Class C-1 to Class C.
For Introduction
(A13) **Ordinance 37-O-18, Increasing the Number of Class C Liquor Licenses for La Macchina Café at 1620 Orrington Avenue**
Staff recommends City Council adopt Ordinance 37-O-18, amending City Code Subsection 3-4-6-(C) to increase the number of authorized Class C liquor licenses from twenty-five (25) to twenty-six (26), and permit issuance of a Class C license to La Macchina Cafe, LLC, d/b/a La Macchina Café located at 1620 Orrington Avenue.

**For Introduction**

(A14) **Ordinance 33-O-18, Amending City Code Section 3-4-6 By Creating the New Class F-2 Liquor License**
Local Liquor Commissioner and staff recommend City Council adopt Ordinance 33-O-18, amending City Code Section 3-4-6 by creating the new Class F-2 Liquor License for a retail liquor dealer/gourmet food and amenity store. This ordinance is returning for consideration following its introduction and hold over to March 12th.

**For Introduction**

(A15) **Ordinance 31-O-18, Amending City Code Section 3-4-6 By Creating the New Class X Liquor License**
Local Liquor Commissioner recommends City Council to adopt Ordinance 31-O-18, amending City Code Section 3-4-6 by creating the new Class X Liquor License. Ordinance 31-O-18 was prepared to allow arts and crafts studios the sale of beer and wine for on-site consumption.

**For Action**

(A16) **Ordinance 34-O-18, Authorizing the City to Borrow Funds from the Illinois Environmental Protection Agency Public Water Supply Loan Program**
Staff recommends City Council adopt Ordinance 34-O-18 authorizing the City to borrow funds from the Illinois Environmental Protection Agency (IEPA) Public Water Supply Loan Program for the construction of the Clearwell 9 Replacement Project. This ordinance authorizes the City to borrow up to $25,000,000. The debt service will be paid from the Water Fund.

**For Action**

(A17) **Ordinance 11-O-18, Amending City Code Title 1, Chapter 11 to Update Operational Functions with the Finance Division**
City staff recommends City Council adoption of Ordinance 11-O-18 which amends Title 1, Chapter 8 of the City Code to reflect current City operations with respect to the Finance Division.

**For Action**
PLANNING & DEVELOPMENT COMMITTEE

(P1) **Ordinance 39-O-18, Granting Major Zoning Relief for a New 2-story, 134,200 square foot Community Center at 1801 Main St., the New Robert Crown Community Center**

The Zoning Board of Appeals and City staff recommend adoption of Ordinance 39-O-18 granting major zoning relief to construct a 2-story, 134,200 sq. ft. community center (with ice rinks, gymnasium, public library, preschool, multi-purpose rooms) and exterior site work including new parking lot, athletic fields and landscaping in the OS Open Space District. The applicant requests: a Floor Area Ratio (FAR) of 0.18 where a maximum FAR of 0.15 is allowed; 229 off-street parking spaces where a minimum of 334 off-street parking spaces are required; zero loading docks where a minimum of 2 long loading docks are required. The applicant has complied with all other zoning requirements, and meets all of the standards for major variation in the OS Open Space District.

*For Introduction*

(P2) **Ordinance 40-O-18, Amending the City Code, “Permitted Obstructions in Required Yards: General Provisions” Relating to Front Porches**

The Plan Commission and staff recommend approval of Ordinance 40-O-18 to amend the Zoning Ordinance to reduce the required front yard setback for porches in order to allow front porches with a usable depth without the need for zoning relief.

*For Introduction*

(P3) **Ordinance 12-O-18: Amending City Code Title 4, Chapter 13, “Floodplain Regulations”**

Staff recommends City Council approval of Ordinance 12-O-18, amending portions of Title 4, Chapter 13 of the Evanston City Code, “Floodplain Regulations.” Staff is proposing amendments that would strengthen regulations addressing permit review and construction concerns on lakefront restoration projects.

*For Introduction*
ECONOMIC DEVELOPMENT COMMITTEE

(O1) Applications for the Evanston Great Merchants Grant Program
Staff and the Economic Development Committee seek City Council approval to provide financial assistance through the Great Merchants Grant Program, totaling $56,290.50, to seven Evanston business district areas and associations: Central Street Business Association - $10,000.00; West End Business Association - $10,000.00; Howard Street Business Association - $10,000.00; West Village Business Association - $6,241.90; Dr. Hill Arts Business Association - $10,000.00; Central Evanston Business Association - $9,823.60; and Black Business Consortium of Evanston North Shore - $225.00 (reimbursement). Staff recommends utilizing funding from the Economic Development Business District Improvement Program (Account 100.21.5300.65522). The City Council approved a 2018 budget totaling $250,000 for this account. To date $26,800.00 has been spent, leaving $121,280.00 in this account.
For Action

(O2) Applications for the Entrepreneurship Support Program
Staff and Economic Development Committee support approval of financial assistance through the Entrepreneurship Support Program totaling $6,779 for the following Evanston businesses: Pop Pour Sip - $2,484; Fresh Prints - $1,795; and Agortles Dessert Shop - $2,500. Funding will be from Economic Development Business Retention/Expansion Fund (Account 100.21.5300.62662). The approved Fiscal Year 2018 Budget allocated a total of $150,000 for this account. A total of $28,720 has been spent or encumbered from this account since the beginning of FY 2018, leaving $121,280 available for expenditure.
For Action

(O3) Storefront Modernization Program Application for 1101 Howard Street
Staff and Economic Development Committee support approval of financial assistance through the Storefront Modernization Program for façade renovation of 1101 Howard Street in an amount not to exceed $14,000 for installation of new windows, entry door, and glass. Funding will be from Economic Development Business District Improvement Fund (Account 100.21.5300.65522). The approved Fiscal Year 2018 Budget allocated a total of $250,000 for this account to fund both the Storefront Modernization and Great Merchant Grant programs. To date, $0 has been spent from this account, leaving $250,000 available for expenditure.
For Action
(O4) **13-R-18, Authorizing the City Manager to Execute an Economic Development Grant Agreement with BLUE1647**

Staff and the Economic Development Committee recommend City Council adopt Resolution 13-R-18, authorizing the City Manager to execute an Economic Development grant agreement with Blue 1647 in an amount not to exceed $75,000 to help facilitate job creation opportunities for primarily low- and moderate-income Evanston residents in information technology fields of work.

Staff recommends use of funding from the General Fund/Economic Development Division Workforce Development (Account 100.21.5300.62663). For FY2018, The City Council approved a budget of $100,000. No funding has been approved from this account to date.

**For Action**

(VIII) Call of the Wards

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

(IX) Executive Session

(X) Adjournment

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**MEETINGS SCHEDULED THROUGH MARCH 2018**

Upcoming Aldermanic Committee Meetings

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Committee/Meeting Name</th>
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<tbody>
<tr>
<td>3/19/2018</td>
<td>7:00 PM</td>
<td>City Council</td>
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<tr>
<td>3/20/2018</td>
<td>7:00 PM</td>
<td>Housing &amp; Community Development Act Committee</td>
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<tr>
<td>3/21/2018</td>
<td>6:30 PM</td>
<td>M/W/EBE Committee</td>
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<tr>
<td>3/22/2018</td>
<td>5:30 PM</td>
<td>Emergency Telephone System Board</td>
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<tr>
<td>3/26/2018</td>
<td>6:00 PM</td>
<td>Administration &amp; Public Works, Planning &amp; Development, City Council - CANCELED</td>
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<tr>
<td>3/28/2018</td>
<td>7:00 PM</td>
<td>Economic Development</td>
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Information is available about Evanston City Council meetings at: [www.cityofevanston.org/citycouncil](http://www.cityofevanston.org/citycouncil).

Questions can be directed to the City Manager’s Office at 847-866-2936. The City is committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the City Manager’s Office 48 hours in advance so that arrangements can be made for the accommodation if possible.
Memorandum

To: Honorable Mayor and Members of the City Council

From: Wally Bobkiewicz, City Manager  
        Erika Storlie, Assistant City Manager/Acting Director of Community Development

Subject: Ordinance 42-O-18, Lease of City-Owned Property Located at 2603 Sheridan Rd. to Evanston Lake House and Gardens

Date: March 6, 2018

Recommended Action:
Staff submits for City Council consideration adoption of Ordinance 42-O-18, authorizing the City Manager to execute a lease of City-owned real property (known as the Harley Clarke Mansion) located at 2603 Sheridan Road with Evanston Lake House and Gardens (ELHG). The lease is for 40 years and ELHG will be required to raise $2 million in funding over three years and then make code-related improvements to the mansion, opening the property for public use by May 2023. A two-thirds majority of City Council is required to adopt Ordinance 42-O-18.

Livability Benefits:
Built Environment: Enhance Public Spaces

Summary:
Pursuant to the City Council’s direction at the November 13, 2017 meeting, staff has been meeting with and negotiating a lease for the Harley Clarke Mansion with Evanston Lake House and Gardens. The draft lease for City Council consideration is for a period of 40 years.

ELHG proposes two phases of construction to renovate the mansion. The first phase will comprise of the minimum needed improvements to bring the building in compliance with city code including mechanical, electrical, plumbing and fire protection as well as ADA compliance. The fundraising goal of $2 million will be designated for Phase I improvements. ELHG proposes to meet the following fundraising benchmarks (funds on deposit):
<table>
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<tr>
<th>Benchmark</th>
<th>Timeframe</th>
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<tr>
<td>$250,000</td>
<td>one year after lease signing</td>
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<tr>
<td>$500,000</td>
<td>two years after lease signing</td>
</tr>
<tr>
<td>$2,000,000</td>
<td>three years after lease signing</td>
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If ELHG fails to meet any of the designated fundraising benchmarks the City has the right to terminate the lease and to retake exclusive possession of the premises under Section 4(c) of the lease. Under this agreement ELHG is required to make Phase I improvements within 2 years of meeting the third year fundraising benchmark, opening the property to the public no later than May, 2023. ELHG advises that if fundraising moves along at a faster rate than what is benchmarked, project improvements and subsequent occupancy may happen sooner.

After Phase I improvements have been made, ELHG proposes to continue fundraising to support day to day operations as well as to fund phase II improvements. Phase II improvements would include restoration and renovation of the coach house and remaining portions of the main building that are not rehabbed in Phase I. The lease does not specifically set forth further fundraising benchmarks beyond the initial $2 million.

Additional Repair Costs
The Harley Clarke website contains several reports dating back to 2012 that estimate the cost of required improvements to the property.

https://www.cityofevanston.org/about-evanston/arts-and-culture/documents-and-reports

In 2012, Tawani Enterprises in responding to the City's RFP at that time estimated the cost of restoration of the Main House and the Coach House to be $5,000,000 (with the caveat that they couldn't fully project the cost of mitigating environmental hazards due to limited access to the premises). In 2014, IFF (a real estate company) estimated the cost for restoration of both buildings to be $5,608,446. Also, later in 2014, City staff completed an estimate that was $7,549,444.

With an additional $3-$5M needed for repairs and improvements to the property beyond the initial $2M that ELHG is proposing to raise, lack of further fundraising benchmarks is worth noting. ELHG presents no timeline or future date certain that Phase II benchmarks will be made. This presents the possibility that they will not be made, as they are not obligated to make them, or if they are made, they will not be made for an extensive period of time.

Maintenance
The City will continue to maintain the building and the grounds until Phase I project improvements are complete (up to 5 years). This will include maintaining the building systems in the premises, the heat, the alarm monitoring, and maintaining exterior trees and landscapes. After Phase I is complete the ELHG will be responsible for building maintenance but the City will continue to mow the grass and maintain the trees. ELHG will take over maintenance of the gardens at this point.
Insurance
Upon commencement of Phase I project improvements ELHG will be required to obtain general liability insurance. The lease requires ELHG to defend and indemnify the City against any claims made in connection with ELHG’s from activities in connection with ELHG’s activities, that ELHG must obtain necessary insurance coverage (including asbestos abatement coverage and “builder’s risk” coverage), and that ELHG, not the City, is solely responsible for the means and methods of construction. Lastly, ELHG is responsible for complying with applicable environmental laws at the premises and remediating any environmental issues implicated by its work or operations at the premises.

Background:
At the July 24, 2017 City Council Meeting the City Council approved the release of RFP 17-48 requesting proposals to enter into a long-term lease with a non-profit organization that will invest in and renovate the Harley Clarke Mansion to create a high quality public use for the space consistent with the 2008 Lakefront Master Plan.

The RFP was posted on August 3, 2017 and all responses were due on October 9, 2017. Two meeting dates were held at the site, of which attendance at one was mandatory. These meetings gave potential respondents the opportunity to view the interior of the mansion and the coach houses.

The City received two responses to this RFP, one from Evanston Artists for Humanity and one from Evanston Lake House and Gardens. The proposal from Evanston Artists for Humanity was deemed non-responsive and rejected due to the fact that they did not attend one of the mandatory meetings as required by the RFP. The proposal from Evanston Lake House & Gardens was reviewed by staff and has been deemed responsive, which means that all required documentation was submitted and attendance at mandatory meetings was verified. Staff did not evaluate the proposal for merit as the City Council decided that it would be the evaluator of the responses to this RFP.

At the November 13, 2017 City Council meeting staff was directed to proceed with negotiations for a lease with Evanston Lake House and Gardens and return to the City Council in 2018.

Attachments:
Ordinance 42-O-18
Draft Lease Agreement between ELHG and the City of Evanston
RFP Response from Evanston Lake House and Gardens
AN ORDINANCE

Authorizing the City Manager to Execute a Lease of Property Located at 2603 Sheridan Road for Recreational Uses, Environmental Education, and Community Meetings

WHEREAS, the City owns certain real property located at 2603 Sheridan Road, Evanston, Illinois; and

WHEREAS, Evanston Lake House and Gardens, Inc., seeks to invest in and renovate the Harley Clarke Mansion located at 2603 Sheridan Road to create a high quality public use consistent with the 2008 Lakefront Master Plan; and

WHEREAS, the Parties negotiated a long-term lease of the Property to preserve the property for recreational uses, environmental education, and community meetings, for 40-years; and

WHEREAS, the City Council determined that the Property is necessary for future City operations and in the City’s best interests,

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

SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: Pursuant to Subsection 1-17-4-1 of the Evanston City Code of 2012, as amended (the “City Code”), the City Manager is hereby authorized and directed to execute, on behalf of the City of Evanston, a 40-year lease agreement by and between the City of Evanston and the Evanston Lakehouse and Gardens, Inc. The
Lease Agreement shall be in substantial conformity with the Lease Agreement attached hereto as Exhibit “1” and incorporated herein by reference. The Lease Agreement must be approved to form by the Corporation Counsel prior to execution.

SECTION 3: Pursuant to Subsection 1-17-4-2-(B) of the Evanston City Code, 2012, as amended (the “City Code”), an affirmative vote of two-thirds (⅔) of the elected Aldermen is required to accept the recommendation of the City Manager on the lease agreement authorized herein.

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: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 7: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
Ayes: ______________
Nays: ______________

Introduced: March 12, 2018
Adopted: ______________, 2018

Attest:

Devon Reid, City Clerk

Approved:

______________________________, 2018

________________________________
Stephen H. Hagerty, Mayor

Approved as to form:

________________________________
W. Grant Farrar, Corporation Counsel
EXHIBIT 1
LEASE AGREEMENT
LEASE AGREEMENT FOR THE PREMISES LOCATED AT 2603 SHERIDAN ROAD,
EVANSTON, ILLINOIS, BY AND BETWEEN

THE CITY OF EVANSTON, LANDLORD

AND

EVANSTON LAKEHOUSE AND GARDENS, INC.
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<th>Section</th>
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<td>DESCRIPTION OF PREMISES</td>
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<tr>
<td>SECTION 2.</td>
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<tr>
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This Lease Agreement (the “Agreement” or “Lease”) with an effective date of __________, 2018 (the “Effective Date”) by and between The City of Evanston, an Illinois home rule municipality (“Landlord”) and Evanston Lake House and Gardens Inc., an Illinois not-for-profit corporation (“Tenant”). Landlord and Tenant may be referred to collectively as the “Parties”.

RECITALS:

A. Whereas Landlord desires to enter into a long-term lease requiring that a non-profit organization invest in and renovate the Premises (defined below) to create a high quality public use for the space consistent with the 2008 Lakefront Master Plan.

B. Whereas the Harley Clarke Planning Committee recommended Tenant be awarded a lease on June 26, 2017.

C. Whereas the Evanston City Council voted to approve Tenant’s response to Landlord’s Request for Proposal Number 17-48 for Lease of Harley Clarke Mansion to a Non-Profit Organization on November 13, 2017.

D. Whereas Evanston Lake House and Gardens Inc. desires to restore the Premises to create a venue for environmental education, outdoor recreation, cultural tourism and community meetings.

NOW, THEREFORE, in consideration of the covenants and agreements made herein, Landlord and Tenant hereby agree as follows:

AGREEMENT:

SECTION 1. DESCRIPTION OF PREMISES

Landlord leases to Tenant the Harley Clarke Mansion (the “Mansion”) and the coach house and certain land (the “Premises”) at 2603 Sheridan Road, Evanston, Illinois 60201 (the “Property”), the legal description for the entire property including the Premises is legally described in Exhibit A. This lease is limited to the buildings, land directly beneath the buildings, and the land surrounding the buildings as identified on the attached Exhibit B, and Landlord grants certain easement rights identified and defined in Section 10 to Tenant for access to the Premises to construct improvements to the Premises (the “Project Improvements”) and for Tenant’s use as contemplated herein.

SECTION 2. TERM

The term of this Agreement will be for forty (40) years, ____________, 2018 – ____________, 2058 (the “Term”). Tenant must provide Landlord with written notice within three (3) years of the expiration of the Term if the Parties choose to renew the Agreement for the Premises. Renewal of the Agreement must be authorized by written consent of the Parties; there is no automatic renewal without the public review, consideration and authorization by the City Council. Landlord will deliver possession to
Tenant of the Premises in its “as-is” condition. Tenant acknowledges and agrees that Landlord makes no representations to the condition of the Premises, other than such representations contained within reports that were previously made a part of the public record.

At the end of the Term, improvements and fixtures installed into the Premises by Tenant are the property of Landlord with no right of reimbursement to Tenant. In addition, any fixtures and equipment installed by Tenant at its own cost and expense, which are permanently affixed to the Premises, and which would cause structural damage to the Premises to remove, will also remain the property of Landlord.

SECTION 3. RENT

A. RATE: Tenant agrees to pay Landlord for each year of the Term, an annual rental payment of $1.00 (one dollar) (the “Rent”) as rental for the Premises.

B. PAYMENTS. The annual Rent must be paid on the Effective Date in full for the entire Term.

C. Any and all Rent PAYMENTS under this Lease must be delivered to:

City of Evanston
Attn: Finance Office
2100 Ridge Avenue
Evanston, IL 60201

D. PROPERTY TAXES: The Property is not subject to property tax by Cook County. If the Premises is taxed in the future solely due to Tenant’s violation of the zoning code, Tenant will be solely be responsible for payment of all taxes on the Premises that are due, and, must file a timely appeal to said tax assessment. Landlord will apply, as necessary, to the applicable governmental agencies for continued exemption from taxation.

SECTION 4. TENANT FUNDRAISING BENCHMARKS AND DUTIES OWED TO LANDLORD REGARDING SAME

A. Mandatory Tenant Fundraising Benchmarks: Tenant irrevocably commits to raising the necessary funds to complete the Phase I requirements of the Project Improvements, as set forth herein. The Parties acknowledge that the Project improvements may take place in two phases, depending on the pace of fundraising. Phase I will consist of the renovation of the Mansion as required to cause the Mansion to be in compliance with the City of Evanston Building Code Regulations and to allow for Tenant’s use and occupancy of the Premises. If Tenant desires, and as funds become available, Tenant will also complete Phase II of the Project Improvements, which will include additional restoration and improvements to the Premises consistent with Tenant’s use and occupancy and in accordance with applicable laws. At a minimum Tenant must meet the financial benchmarks outlined below:
1. **Benchmark 1**: Within 12 months following the Effective Date, Tenant must demonstrate that it has a minimum of two hundred fifty thousand dollars ($250,000) in cash dedicated for the project;

2. **Benchmark 2**: Within 24 months following the Effective Date, Tenant must demonstrate that it has a minimum of five hundred thousand ($500,000) in cash dedicated for the project;

3. **Benchmark 3**: Within 36 months following the Effective Date, Tenant must demonstrate that it has a minimum of two million dollars ($2,000,000) in cash dedicated for the project and can execute Phase I of the Project Improvements (the “**Final Benchmark**”).

**B. Fundraising Reports:** During the period of time Tenant is raising $2,000,000 toward the construction of Phase I of the Project Improvements, Tenant must provide quarterly fundraising reports to the City Manager or his/her designee until such time as the fundraising activities are complete (i.e. goal of fundraising is met). Quarterly reports are due no later than the 1st of each quarter, with the first report being due on [____] 1, 2018. Tenant must reasonably cooperate with all Landlord requests for information regarding Tenant fundraising status and progress, and provide Landlord with the opportunity to reasonably review all books and records regarding same; provided, however, that Landlord will not be entitled to review the identity of specific donors or the amounts of individual donations. Additionally, Tenant understands and agrees to appear before the Evanston City Council to routinely report regarding fundraising status at scheduled City Council meetings.

**C. Landlord Rights in the Event Tenant Raises Insufficient Funds for Project Improvements:** In the event Tenant does not meet any Mandatory Tenant Fundraising Benchmark, Landlord, as owner of the Premises, may exercise its right to terminate this Lease and to retake exclusive possession of the Premises.

**SECTION 5. PROJECT IMPROVEMENTS DESIGN/CONSTRUCTION**

**A. DESIGN:** Tenant is solely responsible for obtaining a zoning analysis from Landlord’s staff regarding the Project Improvements. Tenant is responsible for ensuring the Project Improvements comply with all applicable zoning and building codes, as well as securing all necessary staff and committee or City Council approvals regarding same. Tenant is solely responsible for selecting the architect to prepare site plans for the Project Improvements. Tenant must provide Landlord with copies of all architectural drawings, site plans, designs, or schematics related to the Project Improvements (collectively, the “**Building Plans**”), prior to work commencing on the Project Improvements. Tenant, and its contractors and subcontractors, must construct the Project Improvements in accordance with site plans prepared by/for Tenant, such plans which are required to be approved by Landlord prior to work commencing on the Project Improvements. Within fifteen (15) days of Tenant’s submission of the Building Plans to Landlord, Landlord must either approve the Building Plans or inform Tenant of the reasons why the Building Plans are not approved. Within five (5) days of Tenant’s submission of revised Building Plans, Landlord must either approve the Building Plans or inform Tenant of the reasons why the
Building Plans are not approved, which process will be repeated until Landlord approves the Building Plans. Tenant and its contractors must comply with all applicable construction documents, this Lease, and any subsequent Agreement executed by Landlord and Tenant regarding the Project Improvements. The Project Improvements must comply with all applicable laws, ordinances, rules and regulations.

C. CONSTRUCTION: The Project improvements will be performed at the sole direction of Tenant and its contractor(s). Landlord will not be a party to the construction contract(s), and will have no input or control over the means and methods of construction of the Project Improvements. Once the build out plans are agreed upon, they will be attached as Exhibit ___ to this lease and incorporated herein. The Parties agree that certain improvements to Premises are necessary to bring the Premises to a generally agreed standards by the Parties, including but not limited to, updating the electrical system as necessary for code compliance, updating the plumbing as necessary for code compliance and installing Americans with Disability Act compliant entrances or doors, reconfiguration of HVAC system and additional ductwork, and other general restoration and rehabilitation work agreed to between the Parties. At all reasonable times, and upon Landlord’s 24-hour prior-written request, which may be in the form of an e-mail, Landlord will have the right to (i) observe and ask questions of Tenant and its contractor(s) regarding construction of the Project Improvements and (ii) inspect equipment, fixtures, and other materials prior to issuance of the final certificate of occupancy. Tenant agrees to cooperate and timely respond to Landlord questions regarding construction of the Project Improvements. Tenant will be solely responsible for ensuring the Project Improvements and the Premises comply with all applicable laws, ordinances, rules and regulations prior to issuance of the final certificate of occupancy.

D. SCHEDULE: The Project Improvements are anticipated to occur to occur as Tenant raises the funds necessary to construct the Project Improvements. Substantial completion of the Project improvements will be:

Phase I of the Project Improvements will include code compliance for the Mansion to allow occupancy by Tenant and upgrades necessary for Tenant’s use. It is anticipated that Phase I of the Project Improvements will include the following:

1. Upgrades to building systems (mechanical, electrical, plumbing and fire protection);
2. ADA upgrades; and
3. Other repairs and upgrades identified for code compliance and occupancy.

Tenant will review construction the schedule with Landlord prior to commencing construction and in connection with Landlord’s review of the Building Plans.

E. PROJECT IMPROVEMENT FUNDING: The funding to be provided by Tenant will be, at minimum, $2,000,000 (the “Tenant Project Funding”). The Tenant
Project Funding will be raised by Tenant. Landlord is not responsible for securing funding for the Project Improvements.

Tenant is solely responsible for issuing invitations to bid for construction work on the project. Since Tenant is leasing the property from a municipal corporation, Tenant must ensure all contractors and subcontractors for the project work pay prevailing wages on the Project improvement activities in accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

SECTION 6. INSURANCE

A. INSURANCE COMPANIES: It is agreed that any policies of insurance to be maintained by Tenant will be obtained from good and solvent insurance companies. Only companies with an “A-” Policyholder’s Rating with the Alfred Best Company will be acceptable to Landlord.

B. TENANT MUST OBTAIN GENERAL LIABILITY INSURANCE: Upon commencement of Project Improvements by Tenant, its contractors, and subcontractors, Tenant agrees that it will, at its expense, maintain a policy of insurance, written by responsible insurance carriers, that will insure Tenant against liability for injury to or death of persons or damage to property occurring about the Premises. Landlord will be named as an additional insured. The liability limit must be at least $3- million for any one person injured or killed or any one occurrence, $ 3 million general aggregate coverage for any one accident, and $1 million property damage. Tenant will obtain an endorsement and Certificate of Insurance naming Landlord as an additional insured from Tenant’s carrier (during the term of the Lease, including Premises Improvement construction) and all contractors during the construction of the Premises Improvements and any other renovation or construction at the Premises. Tenant must provide copies of the insurance policy and all endorsements on an annual basis to Landlord. Tenant shall send the policy to the Law Department annually during the Term. If Tenant fails to comply with this requirement, Tenant will be in default. Tenant acknowledges and agrees it is responsible for complying with this requirement and will take whatever steps are necessary to ensure its insurer(s) cooperate with Tenant in providing all necessary policies and endorsements to Landlord.

Landlord is self-insured up to $1.25 Million and agrees to maintain an excess policy or policies of commercial general liability insurance over the self-insured limit written by an insurance carrier with a rating at least Class A- or better in the Policyholder’s Rating with the Alfred Best Company and licensed to do business in the state in which the Premises is located which must insure against liability for injury to and/or death of and/or damage to personal property of any person or persons, with policy limits of not less than $2,000,000 combined single limit for injury to or death of any number of persons or for damage to property of others not arising out of any one occurrence. Landlord must maintain casualty insurance covering the entire Premises and any alterations, improvements, additions or changes made by Landlord in an amount not less than their full replacement cost from time to time during the Term, providing protection against any peril included within the classification of “all risks.”
Landlord must provide copies of the insurance policy and all endorsements thereto on an annual basis to Tenant.

C. TENANT MUST OBTAIN WORKER’S COMPENSATION INSURANCE: Tenant must maintain Worker’s Compensation insurance, for employees, as required under Illinois law.

D. TENANT MUST OBTAIN INSURANCE ON FIXTURES AND EQUIPMENT: Tenant agrees to maintain on all trade fixtures and personal property in the Premises, a policy of insurance approved by Landlord of at least __90__% of the insurable replacement value of all trade fixtures and personal property.

E. TENANT MUST OBTAIN BUILDERS RISK INSURANCE FOR PROJECT IMPROVEMENTS:

[TBD, LIMITS TIED TO CONSTRUCTION BUDGET AND SCHEDULE, providing protection against any peril included within the classification of “all risks”.]

F. TENANT’S CONTRACTORS/SUBCONTRACTORS MUST OBTAIN ASBESTOS ABATEMENT COMMERCIAL GENERAL LIABILITY INSURANCE FOR PROJECT IMPROVEMENTS: Upon commencement of Project Improvements by Tenant, Tenant’s qualified contractors and/or subcontractors must maintain an Asbestos Abatement Commercial General Liability policy written on an ISO based occurrence form. This form must provide coverage for third party claims, bodily injury and property damage associated with asbestos abatement, encapsulation or enclosure. The minimum limits of liability under this policy must be at least $1 million for any one occurrence, and a products and completed operations aggregate limit of $1 million. Tenant must obtain an endorsement and Certificate of Insurance naming the Landlord as an additional insured from Tenant’s carrier (during Project Improvement construction, as well as any applicable statute of limitations/statutes of repose under Illinois law).

G. TENANT’S WAIVER OF CASUALTY INSURANCE PROCEEDS: If the Premises are damaged by fire or other casualty insured against, Tenant agrees to claim no interest in any insurance settlement arising out of any loss where premiums are paid by Landlord, or where Landlord is named as sole beneficiary, and that it will sign all documents required by Landlord or the insurance company necessary in connection with the settlement of any loss. Landlord will use insurance proceeds in accordance with Section 7, Casualty Damage; Repairs.

H. CONTROL OF INSURANCE PROCEEDS TO AVOID TAXABLE GAIN: If the Premises, including any improvements, were to be damaged in any manner, and the receipt of any insurance proceeds or other reimbursement for such damage would result in the realization of taxable gain for federal or state purposes, then the party to whom the
gain would be taxed will have the right to take all action respecting proceeds or reimbursements necessary to enable party to comply with any regulations of the appropriate taxing authorities, so that the gain will not be recognized for tax purposes. Nothing here will be construed to entitle Landlord to delay any repairs to any part of the improvements in the event of damage.

I.  TENANT’S FAILURE TO INSURE: If Tenant fails to keep in effect and pay for insurance as required by this section and then fail to cure such failure within thirty (30) calendar days after notice from Landlord, Landlord may terminate this Lease.

SECTION 7. CASUALTY DAMAGE; REPAIRS

A.  USE OF PARTIALLY DAMAGED PREMISES: On damage or destruction by a casualty to the Premises (a “Casualty”), Tenant will continue to use them for the operation of its business to the extent practicable.

B.  RIGHT TO TERMINATE: Tenant will have the right to terminate this Agreement if (i) the Premises cannot be fully repaired within one hundred eighty (180) days following the date of the Casualty or (ii) the Premises are damaged by a Casualty to an extent exceeding thirty-three percent (33%) of the reconstruction cost of the Premises as a whole. If such damage occurs, this termination will be effected by written notice to Landlord, delivered within 90 days of the damage.

C.  FIRE AND CASUALTY. If the Premises are damaged by a Casualty or other act of God to an extent exceeding thirty-three percent (33%) of the reconstruction costs of the Premises, then Landlord and Tenant agree to meet and confer regarding necessary steps to repair the Premises, amend this Lease, or terminate this Lease. If Landlord elects to not repair and/or rebuild the Premises, then this Agreement will terminate effective as of the date of the Casualty. Landlord has sole discretion to determine if such Casualty loss necessitates termination of this Lease.

LANDLORD’S OBLIGATION TO REPAIR: If the Premises are damaged by a Casualty, Landlord must, within one hundred eighty (180) days after such Casualty occurs (subject to being able to obtain all necessary permits and approvals, including, without limitation, permits and approvals required from any agency or body administering environmental laws, rules or regulations, and taking into account the time necessary to effectuate a satisfactory settlement with any insurance company) repair such damage at Landlord's expense and, except as provided in subsection C above, this Lease will not terminate. If the foregoing Casualty is due to the negligence or willful misconduct of Tenant, then Landlord will look first to the insurance carried by Tenant to pay for such damage. However, if Tenant’s insurance carrier(s) interpose a coverage denial regarding any Casualty claim caused due to the negligence or willful misconduct of Tenant (or Tenant’s contractors/subcontractors), then Tenant must pay for such damage. Notwithstanding (i) any other provisions of the Lease to the contrary, and (ii) any legal interpretation that all improvements become part of the realty upon being attached to the Premises, following a Casualty, the Landlord will be responsible only for restoring the Premises to building code compliance.
SECTION 8. INDEMNIFICATION

A. INDEMNIFICATION FOR PRE-RENOVATION USE AND ACCESS PERMITTED TO 3RD PARTIES, AND FOR WORK: Tenant will defend, indemnify and hold harmless Landlord and its respective officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including without limitation costs, and fees, including attorney’s fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of Tenant’s contractors, subcontractors, employees or agents during the Term. Such indemnification will not be limited by reason of the enumeration of any insurance coverage in Section 6 of this Lease. This provision survives the completion, expiration, or termination of this Lease for a period of six (6) months.

Tenant and Landlord agree to mutually cooperate regarding execution of appropriate waivers of liability to indemnify Landlord for Tenant fundraising, board meeting, or other activities attributable to Tenant prior to the issuance of a final certificate of occupancy by Landlord. Specifically, Landlord agrees to provide Tenant access to Premises for fundraisers, architectural or construction consultants and any other third-parties.

Tenant agrees and acknowledges that it must cooperate in the event any litigation is brought against Landlord by any party seeking to enjoin, restrain, or stop the Project Improvements contemplated by this Lease. Tenant must defend, indemnify, and hold harmless Landlord and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including without limitation costs, and fees, including attorney’s fees, judgments or settlements, resulting from or arising out of any of the uses or activities managed by Tenant at the Premises during the Term.

Nothing contained herein will prohibit Landlord, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. Nothing herein shall be construed as a limitation or waiver of defenses available to Landlord and employees and agents, including without limitation the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

At Landlord’s counsel’s option, Tenant must defend all suits brought against the Premises or Landlord due to any actions of Tenant or its officers, agents or employees, and Tenant must pay all costs and expenses incidental to such suits, but Landlord has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Tenant of any of its obligations under this Agreement. Any settlement of any claim or suit related to activities conducted under this Project by Tenant must be made only with the prior written consent of the Landlord’s counsel, if the settlement requires any action on the part of Landlord. To the greatest extent permissible by law, Tenant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Tenant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including without limitation, Kotecki v. Cyclops.
Welding Corporation, 146 Ill. 2d 155 (1991). Landlord, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute. Tenant is responsible for any losses and costs to repair or remedy work performed at its direction, under this Lease, resulting from or arising out of any act or omission, neglect, or misconduct in the performance of work by its contractors, subcontractors, or its agents or employees. Acceptance of the work on the Project Improvements by Landlord will not relieve Tenant 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 survive the completion, expiration, or termination of this Lease.

Landlord specifically disclaims liability to Tenant for any asbestos or mold exposure attributable to any known or unknown conditions at the Premises, during work on the Project Improvements or at any time under the Term of this lease.

B. POST-RENOVATION WORK AND LEASE TERM TENANT INDEMNIFICATION OF LANDLORD: Except as otherwise provided in this Agreement, and except to the extent caused by the willful misconduct of Landlord, or its agents, employees or contractors, or by the breach of this Lease by Landlord, Tenant must protect, defend, indemnify and save Landlord and its officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter that occurs in the Premises, which is not the result of Landlord’s willful misconduct, or (ii) any willful misconduct of Tenant, or its agents, employees or contractors.

C. DEFECTS; DEFECTIVE CONDITION; WIND; ACTS OF THIRD PERSONS
Except as provided by Illinois law and except to the extent arising from the willful misconduct of Landlord or its agents, employees or contractors, or from the breach of this Lease by Landlord, Landlord will not be liable to Tenant for any damage or injury to Tenant or Tenant’s property occasioned by the failure of Landlord to keep the Premises in repair, and shall not be liable for any injury done by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster, or stucco, nor for any damage or injury arising from any act, omission or negligence or co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Landlord’s agents or Landlord, all claims for any such damage or injury being hereby expressly waived by Tenant. Notwithstanding the foregoing, if any portion of the Premises is unusable for the purpose contemplated hereunder for a period of greater than 5 days, Landlord agrees to reasonably cooperate with Tenant to determine such terms and conditions which may permit the Premises to continue to be
used for the purposes intended by Tenant. The determination of the unusable space may be reasonably determined by Landlord based on square footage.

SECTION 9. MAINTENANCE: Until the time that Tenant completes Phase I of the Project Improvements and Tenant occupies the Premises, Landlord will insure and maintain the Property, including ordinary and customary building maintenance. This maintenance will include maintaining the building systems in the Premises, the heat in the premises, and maintaining exterior trees in a way such that the Premises exterior remains free from structural damage or obstruction. After Tenant takes possession of the Premises, Tenant must at all times maintain all of the Premises in a clean, neat and orderly condition. Tenant will not use the Premises in a manner that will violate or make void or inoperative any policy of insurance held by Landlord. Any and all necessary repairs and maintenance to ensure that the foundation of the buildings is well supported must be completed by Tenant. Tenant accepts the Premises in as-is condition, and acknowledges that Landlord makes no representations as to the condition of the Premises as of the date of execution of this Lease, or that Landlord made any repairs to same. Landlord or Landlord’s staff or other representatives made no representations or assurances that it will alter or remodel the Premises and all renovations will be at Tenant’s sole cost and expense.

After receipt of a final certificate of occupancy, Tenant will maintain the gardens on the Premises as depicted on Exhibit ___. Landlord will continue to perform the following maintenance on the Property during the Term in accordance with Landlord’s maintenance practices at other locations owned by Landlord: (i) mow and otherwise maintain the grass, (ii) maintain the trees; (iii) remove leaves, and (iv) maintain parking areas and conduct snow and ice removal.

All refuse at the Premises must be placed in appropriate containers and Tenant cannot dispose of construction building materials in the standard refuse containers and must arrange for special pick-ups and containers for said materials. Tenant and Landlord acknowledge that refuse at the Premises is largely the result of public recreation uses. Tenant and Landlord will mutually agree upon placement of a larger refuse container for regular refuse at the Premises in reasonable proximity to the Premises. Landlord will contract to have trash hauled from such container with reasonable frequency.

Tenant must develop an annual operating budget for the property (in coordination with Landlord) to ensure that components of the Premises are professionally and properly maintained. Tenant will maintain a separate, dedicated reserve account for building maintenance activities. This building maintenance reserve will be submitted to Landlord for its comment and approval. Tenant expressly recognizes and agrees that as a tenant in a publically owned building, it must permit the Landlord reasonable access to its financial statements, specifically including but not limited to, all documents and bank statements concerning the building maintenance reserve account. Tenant also agrees it must cooperate with the City/Landlord in the event of a Freedom of Information Act request, 5 ILCS 140/1, is made to the City/Landlord for documents in connection with Tenant’s information required to be provided by the terms of this Lease, or operations at
the Premises. In the event Tenant fails to comply with this material term of this Lease, such failure will be a breach by Tenant.

SECTION 10. EASEMENTS

A. TEMPORARY EASEMENT AREA: Subject to the terms of this Agreement, Landlord will grant to Tenant, its invitees, employees, agents, contractors and subcontractors, a Temporary Access Easement for access over, upon, through and across the Property in the easement areas depicted on Exhibit ___ (the “Temporary Construction Easement”). In consideration of the cost of future improvements to the Premises, Landlord agrees to waive the temporary access easement fee ordinarily assessed for occupation of property owned by Landlord.

Temporary Construction Staging Area: Tenant shall stage the construction activities in the area delineated in the attached Exhibit ___ (“Staging Area”). Tenant will be diligent to remain within the boundaries of the Staging Area and not impair the usage of the Property for patrons of the Lighthouse Beach and Lawson Park. Tenant will coordinate with Landlord’s Public Works Agency staff to ensure that construction traffic is in compliance with Landlord’s truck routes and minimizes disruption to the neighboring area. Any right-of-way permits and associated fees necessary for this renovation project must be obtained by Tenant separately and not granted herein.

Renovation to the Buildings. Tenant shall adhere to all requirements and specifications for the construction occurring on Landlord owned property. The Parties agree that the renovations shall be at the sole cost and expense of Tenant. Landlord agrees to waive any and all permit, survey and related fees for the construction of the Project Improvements. Tenant shall comply with all local (including, but not limited to all zoning and tree preservation ordinances), state and federal regulations during the construction.

Restoration of Staging Area and Property. After the renovations to the Premises are complete Tenant shall return the staging area and Property to the condition prior to construction activities described herein. Restoration shall include leveling, laying of grass seed, and planting new trees, shrubs, flowers, or other plants disturbed.

B. PERMANENT ACCESS EASEMENT: Landlord, as grantor, and Tenant, as grantee, seek to establish the easement rights relative to the Property and the Premises following the completion of the Project Improvement for the Term. The Parties are desirous of imposing certain easements upon the Property for the benefit of Grantee and users of the Premises thereof, on the terms and conditions hereinafter set forth. Grantor hereby grants to Grantee, for the benefit of Grantee’s Premises, a perpetual easement (the ”Easement”) on, the Property in the area(s) marked as “Easement Area” on the Plat attached hereto as Exhibit ___ (the “Easement Parcel”) for the purpose of access to and use of and maintenance and repair of the Premises. Landlord’s grant of the foregoing Easement to Tenant does not include sub-surface rights.

C. COORDINATION WITH BEACH AND PARK USE: The Parties agree to mutually confer and reasonably cooperate regarding the coordination of the use of the
Lighthouse Beach and Lawson Park areas in conjunction with Tenant’s use and occupation of the Property. This coordination shall extend to consultation regarding the parking lot use which is to the north of the Premises and permitted parking spaces granted in this Lease. To facilitate this coordination, Tenant shall have a seat on Landlord’s Lighthouse Landing Committee during the Term.

SECTION 11. USE OF PREMISES

A. PURPOSES: The Property is zoned Open Space under Title 6 of the Zoning Ordinance of the City of Evanston City Code of 1979, as amended. Pursuant to Section 6-15-9-2 “Permitted Uses”, Tenant is permitted as of right to occupy the Premises and conduct certain uses. The Parties agree that Tenant will operate an environmental education centered community center within the definition in City Code Section 6-18-3, by providing a facility that is open to the public, and is used for community recreation, community meetings, education and/or service activities, and any other activities consistent with Tenant’s non-profit mission (the “Educational Use”). In addition, Tenant may (i) operate or permit the operation of a light-fare café (Type II restaurant) (the “Restaurant Use”), as outlined in the Lakefront Master Plan, and (ii) rent the Premises to third-parties for events (the “Event Use” and together with the Educational Use and the Restaurant Use, the “Permitted Use”). If Tenant changes the use of the Premises so that it no longer qualifies as a Permitted Use, such change in use will violate this Lease.

B. PARKING: Landlord will allocate five (5) parking spaces to Tenant personnel or guests. The designated spaces for Tenant staff will be located in the area between the Mansion and coach houses, as depicted on Exhibit __. The parking spaces will be permitted on an annual basis at no cost to Tenant. Tenant cannot assign or lease the parking spaces to any other entity or individual(s).

C. STORAGE OF INFLAMMABLE MATERIALS: Tenant agrees that it will not permit to be kept at the Premises any gasoline, petroleum distillate or other petroleum product, or other substance of an explosive or inflammable nature as may endanger any part of the Premises without the written consent of Landlord, provided that Tenant can keep the following on the Premises without Landlord’s consent: (i) products customarily used in connection with the Permitted Use, (ii) customary cleaning products.

D. USE IMPAIRING STRUCTURAL STRENGTH: Tenant will not permit the Premises to be used in any manner that will impair the structural strength of the buildings on the Premises, or permit the installment of any machinery or apparatus the weight or vibration of which may tend to impair the building’s foundations or structural strength.

E. PUBLIC REGULATIONS: In the conduct of its business on the Premises, Tenant will observe and comply with all laws, ordinances and regulations of public authorities. Tenant acknowledges that the Premises is owned by Landlord and therefore no smoking will be permitted at the Premises.
F. ENVIRONMENTAL: Tenant shall comply in all material respects with all applicable Environmental Laws (hereinafter defined) and shall not cause or permit any Hazardous Substances (hereinafter defined) to be brought, kept or stored on the Property, except in compliance in all material respects with Environmental Laws. Tenant shall not engage in or permit any other person or entity to engage in any activity, operation or business on the Property that involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of Hazardous Substances, except in compliance in all material respects with Environmental Laws, provided however, that Tenant, or other person on Tenant’s behalf, may store and use commercial grade cleaning or maintenance products containing Hazardous Substances generally recognized as appropriate for the ordinary course, operation and upkeep of the Property or Premises for the Permitted Use. In the event that any work performed by or on behalf of Tenant on or to the Property exposes, uncovers or results in the presence of Hazardous Substances on the Property (including presence in soils excavated in conjunction with the Project), Tenant, at its sole cost and expense, shall be responsible for the remediation of such Hazardous Substances in accordance with applicable Environmental Laws, except to the extent caused by Landlord.

As used in this Agreement, “Hazardous Substances” means all hazardous or toxic materials, substances, pollutants, contaminants, or wastes currently identified as a hazardous substance or hazardous waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), as amended, the Superfund Amendments and Reauthorization Act (“SARA”), the Resource Conservation and Recovery Act (“RCRA”), or any other comparable federal, state or local legislation or ordinances applicable to the Property. As used in this Agreement, “Environmental Laws” means all federal, state and local environmental laws, rules, statutes, directives, binding written interpretations, binding written policies, ordinances and regulations concerning pollution or protection of the environment issued by any governmental authority and in effect on or after the date of this Agreement with respect to or that otherwise pertain to or affect the Property, or any portion of the Property, the use, ownership, occupancy or operation of the Property, or any portion of the Property, or any owner of the Property, and as same have been amended, modified, or supplemented from time to time, including but not limited to CERCLA, the Hazardous Substances Transportation Act (49 U.S.C. § 1802 et seq.), RCRA, the Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Radon and Indoor Air Quality Research Act (42 U.S.C. § 7401 note, et seq.), SARA, comparable state and local laws, and any and all rules and regulations that are effective as of the date of this Agreement, or become effective after the date of this Agreement under any and all of the aforementioned laws.

G. COVENANTS AND CONDITIONS: Tenant covenants, warrants and agrees that with respect to the activities contemplated under this Agreement that: (i) no waste or damage shall be committed upon or to the Premises; (ii) the Premises shall be used only for the purposes set forth herein; (iii) the Premises shall not be used for any unlawful purpose and no violations of applicable laws or duly constituted authority shall be
committed thereon; (iv) Tenant shall keep the Premises in a clean and sanitary condition; (v) Tenant shall not do or permit to be done anything upon the Premises that may subject Landlord to any liability for injury or damage to person or property, and (vi) the work performed on or to the Premises pursuant to this Agreement or the Building Plans shall not adversely affect Landlord’s ability to use the Property, except as previously agreed to by Landlord and reflected in the Building Plans or as set forth in this Agreement.

SECTION 12. UTILITIES

Before the time that Tenant’s selected contractors/subcontractors mobilize on Premises to perform Phase I of the Project Improvements, Landlord agrees to pay before delinquency all charges for gas, water, sewer, phone, internet, heat, electricity, and waste disposal and other similar charges incurred with respect to the Premises during this Lease. Tenant agrees to pay before delinquency all charges for gas, water, sewer, phone, internet, heat, electricity, and waste disposal and other similar charges incurred by Tenant’s contractors/subcontractors that mobilize and work on Phase I of the Project Improvements.

Following completion of Phase I of the Project Improvements, Tenant agrees to pay before delinquency all charges for gas, water, sewer, phone, internet, heat, electricity, and waste disposal and other similar charges incurred by Tenant with respect to the Premises during this Lease.

SECTION 13. SUBLETTING; ASSIGNMENT

The Parties agree that Tenant may be permitted to sublet the Premises for the uses outlined in Section 11 above, provided that Tenant first submits all prospective subleases to the Landlord for its review and comment. Tenant shall not be allowed to otherwise sublet the Premises or assign this Agreement to any other organization, agency of the State of Illinois, or individual(s) without obtaining Landlord’s prior consent.

SECTION 14. SURRENDER OF PREMISES; HOLDING OVER

Tenant will, at the termination of this Lease, leave the Premises in as good condition as they are in at the time of entry by Tenant, except for reasonable use and wear, acts of God, or damage by Casualty beyond the control of Tenant. On vacating, Tenant will leave the Premises clear of all rubbish and debris. If Tenant retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Landlord may at its option within thirty days after termination of the term serve written notice upon Tenant that such holding over constitutes the creation of a month to month tenancy, upon the terms of this Agreement. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act
in apparent affirmation of tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the covenants herein.

SECTION 15. SIGNS

Tenant may apply for signage (temporary and permanent signage) for the exterior to be placed on the Property, at its own expense, in order to conduct the business of Tenant. Tenant acknowledges that there are limitations from the City of Evanston Municipal Code of 2012 (the “Code”), as amended, and the Code governs the application process and the details regarding size, type, and number of signs and Tenant agrees to be bound by such ordinances. Landlord cannot make representations in a lease agreement that Tenant shall be entitled additional signage, a certain number of signs and/or dimensions of proposed signage, because Tenant must make an application to the Sign Review and Appeals Board, as provided by Code, but Landlord will not withhold its consent to a sign for Tenant’s use of the Premises that complies with the requirements of the Code.

SECTION 16. LIENS

A. LIENS AND ENCUMBRANCES: Tenant will hold Landlord harmless from all claims, liens, claims of lien, demands, charges, encumbrances or litigation arising out of any work or activity of Tenant on the Premises. Tenant will, within sixty (60) days after filing of any lien, fully pay and satisfy the lien and reimburse Landlord for all resulting loss and expense, including a reasonable attorney’s fees. Provided, however, in the event that Tenant contests any lien so filed in good faith and pursues an active defense of said lien, Tenant shall not be in default of this paragraph. However, in the event of any final judgment against Tenant regarding such lien, Tenant agrees to pay such judgment and satisfy such lien within 60 days of the entry of any such judgment.

B. DISCHARGE OF LIEN: If Tenant fails to fully discharge any claim, lien, claim of lien, demand, charge, encumbrance, or litigation, or should proceedings be instituted for the foreclosure of any lien or encumbrance, and if judgment is rendered against Tenant either by a court of competent jurisdiction or by arbitration and Tenant still persists in non-payment of the same within the 60 days set forth above, Landlord will have the right at any time after expiration of the 60-day period, to pay the lien or encumbrance. All amounts so paid will be repaid by Tenant on demand, together with interest at the rate of __10__% per year from the date of payment and shall be considered additional rent owed to Landlord by Tenant.

SECTION 17. DEFAULT AND REMEDIES

A. EVENT OF DEFAULT: Any one of the following events will be a default by Tenant:

   i. If Tenant does not pay Rent at the time and place when and where due and does not cure such failure within five (5) calendar days after notice to Tenant of such failure;
ii. If Tenant does not procure and/or maintain the insurance coverage as set forth herein;

iii. If Tenant does not comply with any term, provision, condition or covenant of this Lease, other than the payment of rent, and does not cure any such failure within thirty (30) calendar days after written notice from Landlord of such failure; or

iv. If Tenant makes a general assignment to the benefit of creditors, or admits in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy. (Landlord shall be the sole judge as to whether such time is reasonable).

B. OCCURRENCE OF AN EVENT: Upon the occurrence and the continuation of any event of default for thirty (30) days, Landlord shall have the option to pursue any one or more of the following remedies subject to the laws of the State of Illinois and Tenant’s right to cure:

v. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant fails to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in rent, or damages for breach of contract, enter upon the Premises and expel or remove and with or without notice of such election or any notice or demand whatsoever, this Agreement shall thereupon terminate and upon the termination of Tenant’s right of possession, as aforesaid, whether this Agreement be terminated or not, Tenant agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever and hereby grants to Landlord full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Tenant or any other person who may be occupying the Premises or any part thereof, and Landlord may use such force in and about expelling and removing Tenant and other persons as may reasonably be necessary, and Landlord may re-possess itself of the Premises, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this Agreement contained to be performed by Tenant. Tenant agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such lease termination, whether through inability to re-let the Premises, or through decrease in Rent, or otherwise.
vi. Landlord may recover from Tenant upon demand all of Landlord’s costs, charges and expenses, including the fees and costs of counsel, agents and others retained by Landlord which have been incurred by Landlord in enforcing Tenant’s obligations hereunder, subject to Landlord prevailing on its claims.

vii. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or available to Landlord at law or in equity, or constitute a forfeiture or waiver of any Rent due hereunder or of any damages suffered by Landlord.

C. REPOSSESSION OR RELETTING NOT A TERMINATION; LANDLORD’S RIGHT TO TERMINATE NOT FORFEITED: No repossession, operation or re-letting of the Premises or of fixtures and equipment will be construed as an election by Landlord to terminate this Agreement unless a written notice is given by Landlord to Tenant. Landlord may terminate this Agreement if Tenant remains in default (beyond any applicable notice and cure period). The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except written waiver, shall not be construed as a waiver of Landlord’s rights to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this Agreement.

D. TENANT’S OBLIGATION TO PAY DEFICIENCIES: If rentals received by Landlord from re-letting the Premises under the provisions of this section are insufficient to pay all expenses and amounts due, Tenant will pay any deficiencies to Landlord on demand and be declared in default for failure to pay.

E. LANDLORD’S RIGHT TO PERFORM TENANT’S DUTIES AT TENANT’S COST: If in Landlord’s judgment any default by Tenant will jeopardize the Premises or the rights of Landlord, Landlord may, without notice, elect to cure Tenant’s default and Tenant will reimburse Landlord, with interest, on 5-days’ notice by Landlord to Tenant.

F. LANDLORD’S RIGHT TO TERMINATE AGREEMENT: If there is an event of default by Tenant as stated in Paragraph A of this section, Landlord may, upon prior-written notice to Tenant, terminate this Agreement and all interest of Tenant and may take possession of the Premises by legal proceedings.

G. LANDLORD’S REMEDIES NOT CUMULATIVE: All of the remedies given to Landlord in this Agreement or by law are not cumulative, and the exercise of one remedy by Landlord will not impair its right to exercise any other right or remedy. Landlord shall not look to the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Tenant in seeking either to enforce Tenant’s obligations under this Agreement or to satisfy a judgment for Tenant’s failure to perform such obligations; and none of such parties shall be personally liable for the performance of Tenant’s obligations under this Agreement.
I. **LANDLORD DEFAULT; TENANT REMEDIES:** If Landlord does not comply with any term, provision, condition or covenant of this Lease and fails to cure any such failure within thirty (30) calendar days after written notice from Tenant of such failure, Tenant may cure such failure and charge Landlord for all costs incurred by Tenant in connection with the curing of such failure. Landlord must reimburse Tenant for all costs incurred by Tenant in curing such failure within fifteen (15) days of Landlord’s receipt of written demand therefor.

**SECTION 18. REMOVAL OF OTHER LIENS**

In event any lien upon Landlord’s title results from any act or neglect of Tenant and Tenant fails to remove said lien within thirty (30) days after Landlord’s notice to do so, Landlord may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof and Tenant shall pay Landlord upon request the amount paid out by Landlord in such behalf, including Landlord’s costs, expenses and reasonable attorney’s fees.

**SECTION 19. EXPENSES OF ENFORCEMENT**

Except as provided above in Sections 8 and 17, each Party is responsible for its fees and costs incurred in any litigation, negotiation or transaction regarding this Agreement.

**SECTION 20. NOTICES**

All notices or demands that either party may need to serve under this Agreement may be served on the other party by mailing a copy by registered or certified mail to the following addresses for the Parties (or at such other address as the applicable party may designate in a written notice to the other party):

If to Landlord:

City of Evanston  
Attn: City Manager  
2100 Ridge Avenue  
Evanston, IL 60201

with a copy to:

City of Evanston  
Attn: Corporation Counsel  
2100 Ridge Avenue  
Evanston, IL 60201

If to Tenant:

Evanston Lakehouse & Gardens  
Attn: President, Board of Directors  
2603 Sheridan Road  
Evanston, IL 60201
Service will be deemed complete at the time of the leaving of notice or within 2 days after mailing. In the event that it appears that Tenant is avoiding the service of any notice and is not present at the Premises for a period of more than 14 consecutive days, notices may be served by posting such notice upon the Premises. Notice shall than be deemed effective 5 days after such posting.

SECTION 21. MISCELLANEOUS

A. Provisions typed on this Lease and all riders attached to this Lease and signed by Landlord and Tenant are hereby made a part of this Agreement.

B. Tenant shall keep and observe such reasonable rules and regulations now or hereafter required by Landlord, which may be necessary for the proper and orderly care of the building of which the Premises are a part, so long as such rules and regulations do not materially impair Tenant’s right to use and occupy the Premises as set forth herein.

C. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.

D. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to excuse or waive the right to the use of another.

E. The words “Landlord” and “Tenant” wherever used in this Agreement shall be construed to mean Landlords or Tenants in all cases where there is more than one Landlord or Tenant herein; and the necessary grammatical changes shall be assumed in each case as though full expressed.

F. This Agreement and any written and signed Amendments and/or Riders hereto shall constitute the entire agreement between the Parties, and any oral representations made by one party to the other are considered merged herein.

G. In all cases where Landlord’s consent is required, Landlord’s consent shall not be unreasonably withheld, conditioned or delayed.

H. This Agreement may be executed in multiple copies, each of which shall constitute an original.

I. No waiver of any breach of any condition of this Agreement will be construed to be a waiver of any other breach of provision, covenant or condition.

J. This Agreement may be modified or amended only in writing signed by Landlord and Tenant. It may not be amended or modified by oral agreements between the Parties unless they are in writing duly executed by Landlord and Tenant.

K. Every provision of this Agreement will bind the Parties and their legal representatives. The term “legal representatives” is used in its broadest meaning and
includes, in addition to assignees, every person, partnership, corporation or association succeeding to any interest in this Agreement. Every covenant, agreement and condition of this Agreement will be binding on Tenant's successors and assignees. Any sublease, concession or license agreement will be subject and subordinate to this Lease.

SECTION 22. VENUE AND JURISDICTION

The Parties agree the this Agreement will be governed by and interpreted in accordance with the laws of the State of Illinois and that venue for any disputes is the Circuit Court of Cook County, Illinois.

SECTION 23. FORCE MAJEURE

Other than for Landlord’s and Tenant’s obligations under this Lease that can be performed by the payment of money, whenever a period of time is herein prescribed for action to be taken by either party hereto, such time period will be extended by a period equal to the period of any delays in performance by the applicable party due to any of the following events ("Force Majeure"): (i) Acts of God, (ii) strike or other such labor difficulties not specific to any labor issue existing only at the Premises, (iii) extraordinary weather conditions greatly exceeding norms for the greater metropolitan area where the Premises located, (iv) extraordinary scarcity of or industry-wide inability to obtain supplies, parts or employees to furnish such services, or (v) any cause whatsoever beyond a party's control. For purposes of this Section, a cause or event shall not be deemed to be beyond a party's control, if it is within the control of such party's agents, employees or contractors.

[SIGNATURES ON FOLLOWING PAGE; REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]
IN WITNESS WHEREOF, both Landlord and Tenant caused this Agreement to be executed as of the date and year first above written by a duly authorized officer or manager of each of the respective Parties.

Landlord:

THE CITY OF EVANSTON,
an Illinois home rule municipal corporation

By: ________________________________

Its:  City Manager, Wally Bobkiewicz

Tenant:

EVANSTON LAKE HOUSE AND GARDENS INC.,
an Illinois not-for-profit corporation

By: ________________________________

Its:
STATE OF ILLINOIS  )
COUNTY OF COOK  ) SS.

The Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Wally Bobkiewicz, City Manager of the City of Evanston, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of the City of Evanston, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on ____________, 2018.

___________________________________
Notary Public

My Commission Expires:

STATE OF ILLINOIS  )
COUNTY OF COOK  ) SS.

The Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that ____________________________ personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of the ____________________________, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on ____________, 2018.

___________________________________
Notary Public

My Commission Expires:
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOTS 9, 10 AND 11 OF BLOCK 5 BROWN'S LAKE GROVE ADDITION TO EVANSTON, A SUBDIVISION OF A PART OF LOTS 35 TO 38 OF BAXTER'S SHARE OF THE SOUTH SECTION OF OUILMETTE RESERVE, ALSO PARTS OF LOTS 23 TO 25 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVE, IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:
2603 SHERIDAN ROAD, EVANSTON ILLINOIS
EXHIBIT B
PLAT OF SURVEY
EXHIBIT C
CONSTRUCTION STAGING AND TEMPORARY CONSTRUCTION EASEMENT AREAS

[TO BE DISCUSSED BETWEEN THE PARTIES AND INSERTED AT A LATER DATE]
EXHIBIT E

PERMANENT EASEMENT AREAS

[TO BE DISCUSSED BETWEEN THE PARTIES AND INSERTED AT A LATER DATE]
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1.0 Cover Letter

City of Evanston  
City Manager’s Office  
Attention: Erika Storlie  
2100 Ridge Avenue  
Evanston, IL 60201

October 9, 2017

Re: Request for Proposal No. 17-48 for Lease of Harley Clarke Mansion to Non-Profit Organization

Dear Ms. Storlie:

Enclosed is the response by Evanston Lakehouse & Gardens (“ELHG” or “Evanston Lakehouse”) to the Request for Proposal for No. 17-48 for Lease of Harley Clarke Mansion by a Non-Profit Organization. Evanston Lakehouse is an Illinois not-for-profit corporation granted tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, and was specifically formed with a mission to restore and preserve the Harley Clarke House by creating an inspiring community space that fosters appreciation of the environment and the rich cultural history of Evanston for use by all Evanston residents and beyond, thus turning this unique and long-neglected space into a true asset for the City and its residents.

Evanston Lakehouse has been engaged in the Harley Clarke process for over three years and have conducted extensive community outreach and research on our business plan. We have a qualified Board of Directors and a strong group of partners and supporters, including individuals, non-profits, historic preservation experts, neighborhood associations, local businesses and professionals from a variety of industries. We fully participated in the Harley Clarke Planning Committee (HCPC) process that was led by Alderwoman Eleanor Revelle. The HCPC (including the Parks and Recreation Board and Lighthouse Landing Committee) endorsed our plan and recommended it City following thorough review, including a community presentation where we received overwhelmingly
supportive comments and feedback. We believe our plan meets the objectives of the City, as outlined in the RFP. Our plan:

1. Creates a high quality public use for the space, consistent with the 2008 Lakefront Master Plan;
2. Retains and protects the historic character of the buildings;
3. Addresses any potential parking issues; and
4. Accommodates existing public spaces and recreation areas to ensure that the community retains access to recreation opportunities and is consistent with OS zoning.

We are proposing a lease term of 40 years, with a monthly rent of $1/month. As detailed in our proposal, the estimated total investment that Evanston Lakehouse will make to restore the Harley Clarke House and Coach House, is approximately $5 million. This contribution by ELHG to a public asset is comparable to the net present value of 40 years of market rent payments for commercial real estate in Evanston of similar size to the Harley Clarke House.

Per your request, the following individuals are authorized to negotiate on behalf of ELHG:

Tom Hodgman  
President, Board of Directors, Evanston Lakehouse & Gardens  
819 Clinton Place  
Evanston, Illinois 60201  
860.558.8318  
thodgman@gmail.com

Bill Brown  
Board of Directors, Evanston Lakehouse & Gardens  
1200 Mulford Street  
Evanston, Illinois 60202  
847.404.8133  
bbrown@wwbrown-inc.com
Response to City of Evanston’s Request for Proposal No. 17-48

Joseph Walker
Kirkland & Ellis LLP
Counsel to Evanston Lakehouse & Gardens
300 North LaSalle, Chicago, IL 60654
312.862.2289

Please note that ELHG reserves the right to add additional persons as may be needed.

Thank you for your consideration of our proposal, which we feel strongly supports your RFP. We would be happy to answer any questions you may have, and would welcome the opportunity to introduce you to our team for further discussion. We look forward to working with you as partners on this exciting project in the months and years ahead.

Sincerely,

Tom Hodgman
President, Board of Directors
Evanston Lakehouse & Gardens
### 2.0 RFP Checklist

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3.0 Mission and Purpose

The mission of Evanston Lakehouse & Gardens ("ELHG" or "Evanston Lakehouse") is to restore and preserve the Harley Clarke House and Jens Jensen gardens by creating an inspiring community space that fosters appreciation of the environment and the rich cultural history of Evanston.

ELHG’s plan includes the following important elements:

- A restored, preserved and repurposed Harley Clarke building and Jens Jensen grounds;
- A commitment to socially and economically inclusive programming that welcomes the entire community and visitors from outside Evanston;
- Assurance that the building and gardens will remain open to the public;
- An array of environmental education programming, outdoor recreation, cultural tourism, and community meeting space;
- Rental of the building for events and meetings as well as rental space for a planned light-fare café to further our mission of connecting people with the environment and to financially support the nonprofit operations of the property.

All of these elements are consistent with the Lakefront Master Plan unanimously approved by the Evanston City Council in 2008.
4.0 Core Values

Evanston Lakehouse & Gardens has adopted the following Core Values to guide our work to restore and repurpose the Harley Clarke House and Coach House:

- **Community**: ELHG will serve the community and provide a unique space on the lakefront. ELHG will collaborate with residents, local governments, institutions, nonprofits, and businesses to achieve mutual educational, cultural and economic goals.
- **Education**: ELHG will provide educational experiences in partnership with schools and nonprofits to leverage the property’s unique historical, cultural and environmental resources.
- **Environment**: ELHG will restore and maintain the Jens Jensen gardens as a peaceful, ecologically sustainable site for reflection and appreciation of the environment.
- **Stewardship**: ELHG will ensure the long-term viability of the Harley Clarke House through robust programming, a solid financial plan, and development of a strong board and membership.
- **Equity**: ELHG will execute its programming in a fair and equitable manner that takes into account issues of opportunity with concerted and purposeful action.
- **Visitor Experience**: ELHG will create an inspiring, enjoyable, and educational experience for all residents of Evanston, visitors, and tourists.
5.0 Partners

Evanston Lakehouse & Gardens has established partner relationships with many and varied community organizations with an interest in a presence at Harley Clarke. Many others are actively engaged in helping to develop the ELHG program and curriculum. We have strong Letters of Support from:

- Susan and Lawrence Aaron
- Alliance for the Great Lakes
- Ananda Within Yoga
- Julia Bachrach, author of *The City in a Garden: A History of Chicago's Parks*
- Benjamin Historic Certifications
- Central Street Neighbors Associations
- District 65 3rd Grade Teachers
- Donn Werling, first director of the Evanston Environmental Association
- Christopher Enck, Manthemios Control Corporation
- Madeline Gelis, former board member Landmarks Illinois
- Heritage General Store
- Kihm Residential
- LakeDance
- Landmarks Illinois
- Larry Lundy
- Liberty Prairie Foundation
- Northwestern University Center for Water Research
- Judith Paine McBrein, The Archimedia Workshop
- Openlands
- Preservation League of Evanston

Two partners focused on experiential environmental education are LakeDance and the Lakeshore Sustainability Education Partnership (LSEP). ELHG hopes to provide LakeDance with a permanent home for its programs which bring together environmental education, environmental justice, and the arts. The Director of LakeDance, Clare Tallon Ruen, has agreed to provide interim education coordination at ELHG when we start operations at the Harley Clarke House, and LakeDance is funded through 2019. LSEP links schools, community organizations, and scientific organizations to foster scientific thinking, develop connections with nature, and inform sustainable living through experiential learning centered on the Lake Michigan shore.
LumenKids, a local non-profit specializing in experiential education for teens, has joined our growing list of partners to support the project's efforts to deliver relevant, equitable education programs that can positively impact local youth issues around the achievement gap and youth violence. LumenKids will spearhead initiatives to provide youth with appropriate spaces to build leadership and peace-building skills utilizing the facilities and surrounding green-spaces.
6.0 Current Finances

Evanston Lakehouse & Gardens has begun preliminary grassroots fundraising to support our ongoing advocacy and planning efforts to create a viable partnership with the City of Evanston. We have already raised total cash donations of $12,000 and pledges of $100,000 from more than 75 individual donors. Our current Income Statement (see Appendix 3) does not reflect the countless hours of in-kind services from our volunteers, board members and partners.

We know there is significantly more donation capacity and interest in the project from our existing donor base and from foundations focused on historic preservation, the environment, and education. This pent-up capacity is contingent on ELHG securing a lease with the City of Evanston. Once we finalize a lease with the City and begin joint messaging, we will be able to realize major capital gifts. The most appropriate and responsible way to test the philanthropic market is to do so in partnership with the City.

In the meantime, our work to secure more than $100,000 in pledges even without an agreement with the City or access to the building for repairs or programming further demonstrates the strong support in the community. To build on our private fundraising, we plan to pursue several grant programs for historic preservation, environmental restoration, and education. As we build our private fundraising and grant commitments, ELHG would also like to partner with the City to leverage the $250,000 previously approved in 2016 for repairs to the Harley Clarke House.
7.0 Fundraising Strategy and Experience

As a registered 501(c)(3) non-profit, Evanston Lakehouse & Gardens relies upon the generous contributions of its supporters. To date, the organization has built a strong network of grassroots donors who have financed the organization’s minimal start-up and administrative costs.

The next chapter of ELHG’s story requires a significant influx of capital to finance the restoration of the Harley Clarke House and surrounding Jens Jensen gardens. After entering into a lease - the pivotal step towards assuring funders of the project’s viability - ELHG will embark on a $5.3 million capital campaign to raise the necessary funds for restoration of the buildings ($4.8M) and operational start-up funds ($0.5M). Ultimately, ELHG will expand its base of contributors to include major donors and foundation funders who can ensure long-term financial stability. While ambitious, this goal is in line with other similar restoration for public use projects that have received funding, and can be achieved.

First, our Board of Directors will make requests of major donors who have already expressed interest in the project. Having secured a collection of major gifts to anchor the campaign, ELHG will establish a volunteer cabinet to lead fundraising outreach efforts as part of a quiet phase in which major donor prospects are identified, cultivated, and solicited. Once at 50 to 60 percent to goal, ELHG will launch the public phase of the campaign. In the public phase, ELHG will maximize press coverage, host a number of fundraisers, and activate its grassroots supporters in order to reach or surpass goal. In addition to individual fundraising, ELHG will also pursue significant grants and other public moneys that are relevant to the project. These include community grants, restoration grants, and grants related to key programming around ecology, the environment, and general education.

Given the environmental and preservation aspects of our plan, the community of interest for the project includes donors within Evanston and outside of Evanston - all from distinctly different philanthropic market segments. In fact, from a fundraiser’s perspective, one of the most exciting aspects of the ELHG project is its broad appeal within several of the most well-established philanthropic sectors. Throughout the capital campaign, ELHG will leverage fundraising best practices to engage donors across the nation with interests in historic preservation, community development, education, the environment, and the arts. Data from Charity Navigator indicates that these four sectors
represent 23% of America’s charitable contributions and more than $89 billion dollars in philanthropic gifts. In particular, the historic preservation philanthropic space has seen enormous growth over the past decade. Organizations like Landmarks Illinois and the National Trust for Historic Preservation have experienced record revenues as historically minded donors recognize the importance of protecting physical structures as a way to tell history’s story.

This is a feasible project anchored in a philanthropically minded community. According to the Chronicle of Philanthropy, Evanston residents have donated nearly $1 billion to charity over the past ten years, solidifying Evanston as one of top 250 most charitable cities in America. The ongoing success of the Robert Crown campaign, which recently surpassed $10 million, further demonstrates Evanston residents’ desire to support bold local projects.

The components of the ELHG capital campaign will include:

1. Drafting of a Case Statement
2. Completion of a Feasibility Study
3. Development of a donor pyramid and gift table
4. Prospect identification and research
5. A quiet phase in which major gifts are secured
6. A public phase with fundraising activities in the community

"Because Harley Clarke has special character and enormous potential for redevelopment, I and many other Evanston residents are willing – even eager – to support this effort with our time, our expertise, and our resources. There is tremendous interest and support for ELHG’s proposed plan for Harley Clarke throughout the professional community in Evanston. I and my colleagues at Northwestern are willing to contribute our efforts, pro bono, to the design of the “Living Learning Laboratory” that would serve as the central hub for youth, school, and community education at Harley Clarke. Our professional opinion is that Harley Clark can provide extraordinarily unique and valuable hands-on laboratory experiences and outdoor experiences utilizing the lakefront, beach, and woods. To this end, we have formed the Lakeshore Education partnership (www.lakeshore-education.org) to coordinate development of educational programs at Harley Clarke."

- Aaron Packman, Northwestern Center for Water Research
Our Board of Directors and Advisory Board is comprised of individuals with significant fundraising experience at organizations such as the Sargent Shriver National Center on Poverty Law, Lincoln Park Zoo, Chicago Botanic Gardens, The Nature Conservancy, CCS Fundraising, Evanston Public Library Friends, Evanston History Center, and Youth and Opportunity United (YOU). Our directors have successfully managed capital campaigns in excess of $100 million, have sourced impact investment capital in excess of $150 million, have raised major gifts from major foundations, and work for the nation’s leading fundraising consulting firm. In addition to utilizing these directors’ expertise, ELHG will partner with a third-party professional fundraiser to help envision and execute the capital campaign.

The ELHG board is confident in its case and knows that with a lease and a well-executed capital campaign, the organization will achieve its fundraising objectives. We project that the capital campaign will require a minimum of 24 months to complete and will provide both the hard costs associated with the restoration and the soft costs for an operational start-up fund that will be used as working capital over the first 3 to 4 years of operations.

ELHG anticipates that the lease agreement with the City may include fundraising benchmarks to be met on the way to successful completion of the capital campaign. The release of the $250,000 previously approved for critical repairs of a City asset could conceivably be related to these benchmarks.
8.0 Restoration Plan and Budget

Evanston Lakehouse & Gardens’ restoration plan and budget are based on the intended uses of the building as well as a review of all pre-existing architectural and engineering studies of the Harley Clarke House and Coach House and our own assessment of the building conducted during two separate Open Houses (August 2016 and February 2017). We were greatly assisted in these efforts by Kihm Residential, WWBrown, Inc, Thomas O’Conner Associates Architects, and Wiss Janney Elstner Associates, all qualified professionals who have previously worked on restoring historic, architecturally significant buildings.

The total budget for restoration and repurposing of the building is $4.8 million. Depending on the pace of fundraising, the restoration may take place in two phases:

- Restoration Phase 1: Bring the building up to code and begin operations at an initial, demonstration scale. Estimated cost of $1 million.
- Restoration Phase 2: Full restoration of all interior and exterior spaces. Estimated cost of $3.8 million.

8.1 Phase 1: RFP for Architectural and Engineering Services

In September 2017 ELHG issued an RFP for Architectural and Engineering services for the Harley Clarke Renovation Project (see Appendix 5). The first phase of work for the successful respondent will be a review of the “Code Analysis and Condition Assessment Report” prepared by McGuire, Igleski, & Associates, Inc. (2012) on behalf of the City. Necessary updates to the scope of work based on current code compliance, more specific building uses, and ADA compliance will be identified and included in the design package for the project. Other types of basic remedial repairs or improvements will be identified.

“We believe [ELHG has] developed a well-thought-out study articulating the opportunity to transform Harley Clarke into a center that can house environmental studies, arts education, historic preservation, architecture, landscape architecture, and other community programming. We have advised and given suggestions to leaders of this effort and will continue to do so as needed. [...] We believe the Evanston Lakehouse and Gardens plan is the best way to retain this special place for Evanston residents for generations to come.”

- Landmarks Illinois
in this initial phase as well. Examples of this type of work would be corrections to any significant compromise to the envelope of the building that allowed water infiltration, needed removal of hazardous materials found during exploratory demolition, or infrastructure upgrades, such as water or electrical service. With the completion of Phase 1 work, a portion of the building (first floor) would open for internal program use, further exciting our funding base and donors.

8.2 Phase 2: Design Work

A Phase 2 of Design Work would involve expanding the conditions survey performed by Wiss Janney Elstner in July 2016. The report could be expanded to include all aspects of the building envelope. The expanded study would provide detailed documentation of necessary work (tuck pointing, stone replacement, ornamental stone restoration or duplication, gutter and downspout systems repair, and window and door refurbishment and/or replacement, as needed.

8.3 Architectural Programming Exercise

At the same time as Phase 2 Design Work, we will undertake a programming exercise to finalize potential uses for the various spaces in the House and Coach House (e.g. classrooms, meeting rooms, event spaces, light-fare cafe, and office space) in keeping with the previously approved Lakefront Master Plan. The Architectural Programming work will help inform plans for the renovation and improvements of the Coach House and Main House interiors.

'The Harley Clarke Mansion...has been named to Landmarks Illinois' annual Most Endangered Historic Places in Illinois list, which was announced today at a press conference in Springfield. We believe demolition should not be an option, especially considering the building's local landmark designation. If the City of Evanston demolishes its own landmark, this will set a terrible precedent.'

- Landmarks Illinois
8.4 Interior Restoration

A third phase of the project will include all the interior work required. For this work, the buildings would probably need to be closed. At this time, the restoration of the Jens Jensen gardens can be undertaken.

8.5 Minority, Women and Evanston Business Enterprise Program

Evanston Lakehouse aims to comply with the City’s Minority, Women and Evanston Business Enterprise (M/W/EBE) Program, which has a goal of assisting such businesses with opportunities to grow. If awarded a lease, ELHG intends to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract.

8.6 Jens Jensen Garden Restoration

A preliminary assessment of the Jens Jensen gardens performed by ELHG, using the original plan for the site, reflects that several of the original design elements remain, including the Council Ring, Grotto and some mature trees and shrubs. The fact that Jens Jensen, in collaboration with his protégé, Alfred Caldwell, designed the original landscape and hardscape plan provides a distinction for the property beyond the buildings themselves. The restoration and interpretation of this site will preserve an exemplar of the Prairie Style of landscape design championed by Jens Jensen, O.C. Simonds, and Alfred Caldwell in the late 19th and early 20th centuries. The Prairie Style is a significant and recognized regional approach to landscape design that created spaces that evoked the unique character of the Midwest.

“Several years ago I had the pleasure of co-authoring, with architect Stuart Cohen, North Shore Chicago: Houses of the Lakefront Suburbs, 1871-1941. With an enormous selection of houses to choose from we selected the Harley Lyman Clarke House to write about--one of only 42 North Shore houses we felt deserved essays in our book. The house displays great artistry, far greater than most North Shore houses inspired by Tudor precedents. Completed in 1927--the last home of its size to be built in Evanston before the 1929 Stock Market Crash--it won a design award granted by the Evanston Art Commission.”

- Susan Benjamin, Architectural Historian, Benjamin Historic Certifications
The original planting plan for the site will serve as a tremendous resource for the restoration of the landscape to its Prairie Style glory. Organized in a series of outdoor rooms, the site will reinforce the building programming. An important tool for the restoration of the Jensen plan is a study done by an Illinois Institute of Technology landscape design class under the direction of Barbara Geiger. Other experts who will be consulted as part of the planning process for the landscape restoration include Julia Bachrach and Jens Jensen III. On an ongoing basis, we hope to develop a ELHG volunteer garden group and work with the Evanston Garden Club that currently maintains the adjacent Grosse Pointe Wildflower Trail Garden at Lighthouse Park and the nearby Shakespeare Garden.
9.0 Proposed Lease Terms with Rationale

In exchange for Evanston Lakehouse & Gardens’ proposed approximate $5 million investment in the Harley Clarke House and Coach House, we are proposing an initial lease term of forty (40) years, at a monthly lease rate of $1/month. These terms are based on the large capital investment required to make the building safe, accessible and usable for our desired programming. In a typical lease agreement, the landlord would provide the property in good condition and ready for occupancy or would provide a Tenant Improvement Allowance to make necessary repair and improvements to the property. The forty-year term is comparable to the prior Evanston Art Center lease and the initial lease that the Chicago Botanic Gardens entered into with the Forest Preserve District of Cook County.

A review of office and retail rental rates for properties in Evanston from CoStar shows that typical net effective rental rate in Evanston for properties of 10,000 sq. ft and above is $18 per square foot per year. Applying this rate to Harley Clarke’s 20,650 sq. ft equates to an annual lease of $371,000 per year. Applying a 7% cap rate (or discount rate) to a 40-year lease payment stream of $371,000 per year equates to a net present value of approximately $4.9 million.

In this case, the tenant is being asked to invest in and build out a property that it will not own and provide the majority, if not all, of the funds for improvements and restoration. This large investment is effectively an upfront payment of rent on the property. Even assuming the City stands by its commitment to invest $250,000 in the building, ELHG’s approximate $5 million investment in the property, when added to the value of services that ELHG board members and volunteers will provide, exceeds the $4.9 million net present value of a 40-year market lease for the property.
10.0 Operations

Evanston Lakehouse & Gardens will feature experiential educational and community programming designed to engage and inspire residents and visitors of every age to connect with the natural environment, historic architecture and each other. Our plan is based on the belief that saving this historic structure will result in more diverse programming, which will engage a more diverse segment of our community and contribute to greater equity and inclusion around access to the lakefront. Further, we believe that sustainability and environmental issues will continue to be a defining issue for the next generations and the building’s setting is ideal to create a hub for this activity at the foot of our greatest natural resource – Lake Michigan.

10.1 Programming

Programming is at the heart of the Evanston Lakehouse experience. Leveraging the unique setting of the Harley Clarke property and surrounding Jens Jensen gardens, ELHG will host original programs which bring to life the organization’s core values: appreciation of the environment, the arts, and the diverse cultural history of Evanston.

Built with its acclaimed Jens Jensen gardens on a bluff significant in Native American and early French explorer history, with commanding views of Lake Michigan, and adjacent to the National Historic Landmark Grosse Point Lighthouse, the Harley Clarke property anchors a breathtaking public historic district, unique anywhere on the Great Lakes. This setting serves as the inspiration for ELHG’s programs. The landmarked structures contribute to the fabric of Evanston’s lakefront and connect us to our heritage, history, and the environment. ELHG’s programs will be centered around the themes of Environmental Education, Outdoor Recreation, Cultural Tourism and Community Events which reflect the site’s unique natural and built environment.
10.1.1 ANCHOR PROGRAMMING

ELHG will host anchor programs – like an environmental education lab (see Appendix 4 for rendering of environmental education learning lab), LakeDance, permanent art installations, permanent museum exhibits, an after school program, or a preschool - that occupy a portion of space for a significant length of time. Anchor programs will serve as mainstays of the ELHG experience and will provide a foundation through which the organization’s core values are expressed. Anchor programs will also help shape the physical features of the interior and exterior spaces.

10.1.2 FLEXIBLE PROGRAMMING

In addition to anchor programs, ELHG will feature flexible programs which may occur once or for only a few hours, days, or weeks at a time. These programs - like rotating art exhibits, a solar eclipse viewing, environmental events, a yoga studio, holiday themed events, or a summer camp – will not occupy space permanently but will allow ELHG to respond nimbly to the community’s needs, environmental events and seasonal opportunities.

10.1.3 ENVIRONMENTAL EDUCATION - LEARNING ABOUT THE ENVIRONMENT

The house, surrounding grounds, and adjacent public beach and lighthouse will provide a living learning laboratory and an engaging backdrop for experiential education related to the environment (especially the Great Lakes), history and architecture. The community at public forums and in surveys has expressed strong support for such a theme at this unique location. ELHG will emphasize hands-on, experiential education opportunities that are not available in the classroom setting. We already have partners interested in working with us to deliver environmental education for toddlers through university level students. These programs and partners are summarized below.

“A permanent environmental education classroom on the Evanston lakefront at Harley Clarke would provide a perfect opportunity for LakeDance to expand their programming for Evanston and North Shore schools, and could put Evanston on the map as a Great Lakes Destination City, tying in well with Evanston's Sustainability branding.”

- Alliance for the Great Lakes

[evanstonlakehouse.org]
Lakedance

LakeDance is an experiential Great Lakes study program that facilitates school-based ecology units and out-of-school performance workshops. Bringing together students, teachers, environmental leaders and artists, LakeDance aims to create a locally relevant immersive experience in art and science. LakeDance currently provides the Pipes and Precipitation program to all 3rd and 6th graders in District 65, which teaches kids about water resources, drinking water and stormwater. The program currently includes tours of the City of Evanston Water Treatment plant and a visit to Lighthouse beach.

Lakeshore Sustainability Education Program

ELHG is a member of the Lakeshore Sustainability Education Partnership (LSEP), which also includes the Northwestern Center for Water Research, Northwestern Office of STEM Partnerships, Northwestern ETHS Partnership Office, Northwestern Science in Society, LakeDance, District 65, District 202, Alliance for the Great Lakes, City of Evanston Water Treatment Plant, and Youth and Opportunity United (Y.O.U). LSEP links schools, community organizations, and scientific organizations to foster scientific thinking, develop connections with nature, and inform sustainable living in Great Lakes communities through experiential learning centered on the Lake Michigan shore. LSEP creates learning opportunities for students of all ages, with a focus on programs that provide unique experiences centered around the lakefront and living learning laboratories. LSEP is working to develop an environmental education curriculum that is aligned with the new Next Generation Science Standards that are currently being adopted by District 65. While LSEP’s interests are broader than, and independent from, the restoration of the Lake Michigan shore.
Harley Clarke House, it is recognized that a restored Harley Clarke House would provide a unique home for many of the programs that LSEP envisions.

Further, an experiential education center at the Harley Clarke House can help Evanston schools implement the Next Generation Science Standards (NGSS) adopted by the Illinois State Board of Education on February 19, 2014 that went into effect beginning with the 2016-17 School Year. The NGSS emphasize the scientific process and doing real world, hands-on experimentation, which Evanston Lakehouse would facilitate. ELHG will provide real world learning that bridges the classroom and community through science education in an authentic setting.

**Children’s Nature Program**

A children’s nature program uses the natural world to support dual goals that address both child development and conservation values. These include the development of the world of the child (in all domains – cognitive, physical, social, emotional, aesthetic) and the development of an ecological identity or environmental ethic.

The site of the Harley Clarke House offers a unique access to the Lake Michigan Shoreline, and its beach and dunes, for Evanston families. Its location, close to downtown Evanston, allows easy and convenient access to the natural world for area children. The special blend of beach, dunes, wooded parkland, formal gardens, wild areas, and playground offers countless opportunities for young children to explore, investigate, and experience. It is the perfect campus for a nature program where children can explore and learn about the world around them.

"Implementation of ELHG’s plans to preserve and restore the Harley Clarke property will provide an excellent resource for outdoor recreation and environmental education for Evanston and North Shore residents and visitors. Restoration of the surrounding historic Jens Jensen landscape is equally significant, and will contribute to public awareness of the importance of native plants and a native prairie setting. Uniquely situated on the lakefront, restoration of both the mansion and its surrounding landscape will provide an avenue to connect people to Lake Michigan and local open space."

- Gerald Adelmann, President, Openlands
10.1.4 OUTDOOR RECREATION - EXPERIENCING THE ENVIRONMENT

LumenKids is a registered 501(c)(3) in the State of Illinois whose mission is to empower and educate youth experientially through adventure, community leadership, and conscious living. Project-based learning enables LumenKids to develop leadership and self-confidence, and to enable youngsters to thrive in a peer community. Through mentorship, adventure learning, sustainability practices, and restorative justice, LumenKids participants create self-directed pathways to conscious decision-making for their future. Key programs currently include Peace Within YOUth, a yoga and meditation-based peace building program, and Project Find Yourself, a personal and leadership development curriculum with an internship component and Peacemaker certification upon completion. LumenKids currently operates in Evanston and the Chicagoland area.

The historic Jens Jensen gardens can serve as a series of outdoor classrooms to study biology, ecology and landscape design. This culturally significant space also provides the unique opportunity for students to gain exposure to landscape architecture as a viable professional opportunity, where science and art are the basis for designing space in a way that results in positive social, environmental and aesthetic outcomes, similar to Jens’ own mission. Evanston Lakehouse envisions coordinating with the City of Evanston Parks and Recreation department and Evanston Ecology Center to provide space for their existing programs, particularly summer camps, at a restored Harley Clarke House. For example, we know that Ecology Camp is oversubscribed and overflows the current Ecology Center. ELHG would love to provide additional space for the City to increase its Ecology Camp offerings on the lakefront.
10.1.5 CULTURAL TOURISM - LEARNING ABOUT ARCHITECTURE, LANDSCAPE DESIGN, AND HISTORY

Each year, millions of visitors come to Oak Park to learn about the work of Frank Lloyd Wright, but few people realize that Evanston was the home of a man who also dramatically changed the course of American architecture: Daniel Hudson Burnham. Burnham built some of the first skyscrapers in the world, led the largest architecture firm in the country, and became a pioneer urban planner and passionate park advocate whose work in Chicago, Washington, D.C., San Francisco and elsewhere continues to influence the development of cities around the world. In Evanston, where he moved in 1886, Burnham designed over twenty buildings, including the First Presbyterian Church, the Chiaravalle School, and an unrealized Master Plan for the campus of Northwestern University.
Daniel Burnham Study Center

We are exploring the creation of the Daniel Burnham Study Center at the Harley Clarke House where students of all ages can learn about Burnham’s ideas that integrate architecture, landscape design and engineering. We have been working with Judith McBrien – former President of Landmarks Illinois – on this concept. The Burnham Study Center is an opportunity to explore and broaden the educational outreach for Evanston Lakehouse. It would sponsor innovative, STEAM programming that explores how architecture, landscaping and engineering shape our communities:

- Offer 3-D computer and architecture “Maker” modeling classes
- Develop a Daniel Burnham “Buildings in Evanston” interactive map and App
- Create courses about city planning, architecture, parks and landscapes
- Explore the work of Burnham in Evanston and how it reveals Evanston’s history
- Host a film series about architecture and the environment
- Initiate architecture and landscape architecture demonstration projects
- Train students and others as Evanston architecture/cultural docents

A Daniel Burnham Study Center at the Harley Clarke House would serve as a destination to increase cultural tourism in Evanston. It would provide opportunities for partnerships with Northwestern University and other institutions to expanded education offerings related to art, architecture and design. Finally, it would foster pride and encourage civic engagement among Evanstonians.

Jens Jensen and Landscape Architect Exhibit

Likewise, and of equal historic and cultural significance, creating a space to celebrate and study the life of renowned landscape architect Jens Jensen is a natural fit for Evanston Lakehouse. Partnership opportunities are plentiful and educational offerings and outcomes would be similar to those of the Burnham Study Center above, but would focus on the work of Jens Jensen.

Jensen and his protégé, Alfred Caldwell, were as significant to the natural world at the time as Frank Lloyd Wright and Daniel Burnham were to the architectural world, as pioneers of the natural landscape architecture movement. As General Superintendent and Chief Landscape Architect for the entire Chicago park system, Jensen not only helped to develop the Chicago Park District, but was also instrumental in preserving the Indiana
Dunes and precious Chicago Lakefront Parks. His private work for residents like Evanston resident Harley Clarke and Henry Ford are culturally and historically significant.

The grounds and gardens not only feature many of Jensen’s signature elements of landscape design, including a Council Ring and Grotto, but also celebrate Jensen’s ideal in concert with ELHG’s goals and objectives: to make nature and the lakefront accessible to everyone with continued public use.

Creating a small, permanent exhibit like the “Jens Jensen Living Laboratory” exhibit currently on display at Humboldt Park in Chicago through January of 2018, would be an excellent place to start and we are working with the local Jensen scholar, Julia Bachrach, who curated the exhibit to explore those possibilities.

10.1.6 COMMUNITY GATHERINGS/EVENTS - EXPERIENCING ARCHITECTURE AND HISTORY

ELHG will provide space for community gatherings (see Appendix 4 for rendering of restored conservatory) and a limited number of event rentals in a way that is consistent with the organization’s mission and core values. ELHG will host neighborhood meetings, non-profit fundraisers, non-profit conferences, anniversary or milestone celebrations, weddings, corporate retreats, and other similar events. This will both provide financial sustainability and also provide groups and individuals with an opportunity to experience the landmark building and gardens.

All events will be consistent with the uses outlined in the 2008 Lakefront Master Plan. Events will be low-impact and considerate of the neighboring residential community. To ensure

*CSNA has followed with keen interest the ideas of the Evanston Lakehouse and Gardens (ELHG) non-profit that is seeking to restore the Harley Clarke House and transform it into a multi-use community space. The ELHG proposal has respected the preferences and uses urged by CSNA, and is compatible with those. We believe that ELHG's vision for the property, once realized, would enjoy wide support from the community, and create an attractive community amenity that would augment Evanston's image and bottom line, consistent with our ideals. In fact, the ELHG proposal is the only such proposal now on the table that would do so.”

- Central Street Neighbors Association
equitable access, ELHG will explore discounted rentals for non-profits, local community groups and needs-based discounts for individuals.

ELHG is committed to programming that is accessible to people of all ages, all abilities, all races, and all socioeconomic statuses regardless of citizenship. ELHG will ensure that its programs positively contribute to that vision. ELHG’s leadership understands that envisioning and executing its programming in a fair and equitable manner that considers critical issues of opportunity and bias requires concerted and purposeful action. ELHG is committed to that action to guarantee delivery of its programs in an equitable way. In addition, ELHG will ensure that both fledging organizations and long-time Evanston institutions have access to use of the space in a way that promotes these values.

In collaboration with community partners, ELHG will serve as a backdrop for environmental education, community events, and cultural programming. We seek to partner with the community to supplement and enhance the City’s existing programs.

The size and configuration of the property’s physical space, both indoors and outdoors, encourages a variety of diverse uses. On Sunday, ELHG may be a museum on historic preservation. On Monday, it may be a living learning laboratory for a summer camp. On Tuesday, a lab for water quality testing and education. On Wednesday, the setting of an environmental education conference. On Thursday, the launching pad for a Great Lakes kayak tour. On Friday, a pop-up farm-to-table event featuring vegetables grown on the property. And on Saturday, the space for a fundraiser to support Evanston schools. Some days, it may be all of those things as the space adapts to the changing seasons and the community’s evolving needs, while still respecting and encouraging minimal impact to ELHG neighbors.
10.2 Revenue

ELHG has developed our plan under the assumption that the enterprise must be financially self-sustaining. The business plan contemplates compatible uses consistent with the 2008 Lakefront Master Plan to generate sufficient revenue to fund a professional staff and building maintenance so that ELHG can fulfill its mission of education, historic preservation and outdoor recreation. Revenue for sustainable operations of the property will come from the following sources (see Appendix 3):

1. **Program Fees:** When school groups visit the Evanston Lakehouse education center, there will be a small fee per individual. We are targeting an initial fee of $2 per person. This compares favorably with other experiential education facilities in the area. For example, at The Grove in Glenview, the average fee is $6.25 per person and brings in $120,000 per year. We do not factor in revenue from other potential users such as expanded City of Evanston Camps, cooking classes, and programs for seniors, which represent additional program revenue opportunities.

2. **Grants and Donations:** Because the property has broad potential use, the possibility for grant funding also is wide-ranging, from historic preservation, to architecture, botanic and garden interest, lakefront and water conservation, education and more. ELHG will pursue federal, state and local grants to support the programs and the historic preservation of the building and Jens Jensen gardens. Further, we will develop a ‘Lakehouse Stewards’ program for annual 

"If ELHG were to move forward with a restoration of Harley Clarke, Heritage Brands would be very interested to collaborate with them and the City to open a new location at the site. Typically, our locations employ 7-10 people as baristas, managers and bike mechanics and we would be happy to bring these jobs to Evanston. Also, I serve on the board of West Town Bikes, which teaches low income kids to be bike mechanics, building their confidence and giving them practical life skills that make the employable. I believe an Evanston location would offer a great opportunity to replicate this program. We would love to bring our fast growing business to Evanston, and I am very enthusiastic about the vision and solution put forward by ELHG for the Harley Clarke site."

- Mike Salvatore, Owner, Heritage Bicycles and General Store
donations similar to many nonprofit membership programs. Finally, we will work
to have a planned giving program for larger philanthropic gifts. Current estimate
of philanthropic revenue is approximately $150,000 per year.

3. **Event and Meeting Rentals:** ELHG will rent the house for appropriate events.
Other comparable venues in the area (Woman’s Club of Evanston, The Grove) are
currently turning people away because they are fully booked. The NorthShore
Convention and Visitors Bureau has said that there are limited venues of this sort
and therefore demand is high. The Redfield Estate facility at the Grove is booked
two years in advance. With its lakefront location, architectural details and rich
natural history, ELHG would offer a unique and premium event space on the
North Shore. Events would generate business for local caterers, hotels and bus/
shuttle companies, which would create jobs and generate tax revenue for the City
of Evanston. We would work to limit rental availability to times that would not
interfere with other current use of Lighthouse Beach.

4. **Café Rental:** ELHG will rent space to a light fare café (see Appendix 4 for
conceptual café design). In year one, the projected rental rate is $5,000 per
month, increasing to $8,000 per month in year five. ELHG’s Board of Directors
has interviewed several café operators – both in Evanston and Chicago – who
have confirmed that the site is viable and attractive and that they would be
interested in opening a new location. The café would not only support ELHG’s
operations, it would also create jobs, generate tax revenue for the City of
Evanston, and increase the attractiveness of Evanston as a destination or stop for
travelers.

10.3 **Expenses**

Projected operating expenses reflect the costs of a full-time staff to run ELHG and deliver
educational programs and maintain the building and grounds. Expenses for building
maintenance, grounds maintenance, utilities, insurance, bookkeeping, fundraising and
marketing are included in our projections (Figure 4). Projections are based on
comparable public and nonprofit historic buildings for which data was available,
including The Grove, The Woman’s Club of Evanston, Highfield Hall in Falmouth,
Massachusetts, and The Evanston Art Center (prior to relocation).
10.4 Staffing Model

ELHG will have a full-time professional staff to ensure proper stewardship of the facilities, further educational and cultural programming goals and conduct nonprofit management and fundraising. When ready to commence operations, ELHG will hire four full-time staff members:

- **Executive Director** - Provides overall nonprofit management, with responsibility for developing partnerships and programming, supporting the ELHG Board of Directors and cultivating donors.

- **Education Director** - Coordinates educational programs and works with the members of the Lakeshore Sustainability Education Partnership, Evanston schools, and North Shore and Chicago area schools.

- **Events Coordinator** – Coordinates and books events and ensures that events are respectful of the neighborhood and the mission of ELHG.

- **Facilities Manager** - Maintains the building, gardens and facilities for delivery of programming.

10.5 Parking

ELHG recognizes that parking is limited at the Harley Clarke House and Lighthouse Landing, particularly in the warm weather months from May to September. It should be noted that, in its heyday as a private residence, the estate was nonetheless host to very large private parties, and in more recent years it has been used as a venue by groups ranging from the Chamber of Commerce to craft shows. We have developed several strategies to address this issue:

- **Shuttle Service**: School groups coming to the property for educational programming will take buses to the property and will not require parking. All large event rentals at the house will be required to use a shuttle service to transport guests from hotels or off-site parking locations to the Harley Clarke House. Several shuttle operators serve the Evanston area including Windy City Limousine and Ideal Charter. Both firms currently provide shuttle services in Evanston, for example, Ideal Charter provides shuttles to the Levy Center and the Evanston Community
Foundation for their tours of Evanston and Windy City Limousine provides services to Northwestern University’s Athletics program and several Evanston hotels. Rates for shuttles are approximately $459 for 5 hours of service or $619 for 7 hours of service.

- **Off-site Parking:** There are two primary off-site parking options for the Harley Clarke House for group events on evenings and weekends. Northwestern parking lots and garages are free after 4pm during the week and all day on weekends. This includes the Reservoir Lot and the North Campus Parking Garage, which are a short 8-minute walk from the Harley Clarke House. In addition, the Orrington School blacktop is used for parking for various school events and Northwestern Football games. ELHG has had initial discussions with the Orrington administration and they would be supportive of parking on the blacktop in the evenings when school and day camps are over. Parking proceeds would benefit the Orrington PTA. We would need to obtain a permit from District 65 to formalize this arrangement. It is a short 3-minute walk from Orrington to the Harley Clarke House. Either of these options could also be used in conjunction with a Shuttle Service.

- **Public Transportation:** Public transportation options are available for the Harley Clarke House. The 201 CTA bus has a designated stop at Central and Orrington one block west of the Harley Clarke house, and the bus will stop at all corners in Evanston upon request (i.e., at the corner of Central St and Sheridan at Harley Clarke). The Purple Line Central Street stop is 4 blocks west of the Harley Clarke House.

- **Bikes:** A new, protected bike lane being constructed on Sheridan Road connects the Harley Clarke House to downtown Evanston. There is a great opportunity for a new Divvy station at Lighthouse Beach that would provide easy connections to downtown Evanston, the Central Street Purple Line and the Central Street Metra Station. Encouraging and facilitating biking to the Harley Clarke House and
Lighthouse beach, especially in the warm summer months of peak congestion, is in line with the City’s sustainability goals and aspirations to be the “Most Livable City”.

- **Cold Weather Months:** From October to April, congestion is much less at Lighthouse Landing and there are generally dozens of parking spaces available, particularly in the evenings.
11.0 Governance

Evanston Lakehouse & Gardens is governed by a thirteen-person Board of Directors (Appendix 1). We will continue to grow our board to include additional experts in our areas of operation. We suggest ELHG should join the Lighthouse Landing Complex Committee as a key stakeholder and to ensure alignment with the community and coordination with other users of Lighthouse Landing Park. We also recognize that over the long term, the community’s needs may change, and ELHG may need to adapt to meet new circumstances. The Board of Directors is responsible for helping with these strategic decisions.
12.0 Successful Case Studies

There are many examples of successful precedents for the ELHG business model regionally and across the country, which have informed this strategic plan. Following is a summary of some successfully restored community mansions.

BERGER MANSION, CHICAGO, IL

The Berger Mansion is part of the Chicago Park District. The property includes two of the few remaining Sheridan Road mansions built in the early 1900s. In 1988, the Park District rehabilitated the homes, which are now used as a recreational building and a cultural center. The park includes a historic landmark coach house that for the past 9 years has hosted the Waterfront Café, which has become a popular destination and raised the profile of the park overall. Berger offers a variety of cultural programs such as jewelry making, acting, guitar, tap, modern, flamenco, senior line dance and much more. It also offers many activities, including senior aerobics, computer programming, and writing classes; and theater and music programs for children and adults.

CHENEY MANSION, OAK PARK, IL

The Cheney Mansion in Oak Park was designed in 1913 by Charles E. White, Jr., a student of Frank Lloyd Wright. The 10,000 square foot mansion has several reception rooms and 2.5 acres of landscaped grounds. The property is currently managed by The Park District of Oak Park. The grounds are open to the public and the mansion is available for self-guided tours, unless there is a private event. The mansion has become a premier event destination in Oak Park for fundraisers, community events and weddings. Since hiring a full-time professional director, the Cheney Mansion has had an operating surplus based on the strong demand for event space.

THE GROVE, GLENVIEW, IL

The Grove in Glenview is 143 acres of ecologically diverse prairie grove land preserved and maintained by the Glenview Park District. The property was saved from development by sustained community effort to preserve the land for public use.

The Grove was the home of Dr. John Kennicott whose son, Robert Kennicott, is known for his plant and animal specimen collections at the Smithsonian Institution in evanstonlakehouse.org
Washington, D.C., for founding the Chicago Academy of Sciences, and for the exploration of Russian America that led to the purchase of Alaska. The Grove was designated a National Historic Landmark by the U.S. Department of the Interior in 1976. It is on the National Registry of Historic Places. The Grove partners with the U.S. Fish and Wildlife Service and Chicago Wilderness on habitat preservation and educational programming.

Visitors can learn about native plants, animals and the environment at the Interpretive Center, connect with nature and history through workshops and hands-on programs, and walk the winding nature trails.

The Grove includes the Redfield Estate, built in 1929. It faces a wide, grassy clearing where weddings and receptions take place year-round and deer gather at twilight. A large main room provides a gracious setting for parties and reunions. The wooded environment surrounding Redfield Estate includes two gazebos, a reflecting pool, and tranquil gardens that are ideal for special events.

**DOLE MANSION AT LAKESIDE ARTS PARK, CRYSTAL LAKE, IL**

In 2002, the Lakeside Legacy Foundation raised $1 million in 42 days to purchase the Dole Mansion and surrounding property and save it for the community. The building re-opened on July 4, 2005, owned and operated by the non-profit Lakeside Legacy Foundation, which has a purpose of preservation, protection, and enhancement of the property. Reawakening took over two years, and several hundred thousand dollars in donations to complete. Now the building hosts festivals, seasonal events, art galleries, cooking classes, performances and meetings. The building is available for rental for special events as well. The Dole Mansion and Lakeside Arts Park represents a very similar case for potential and possibility, with an enormously successful public grassroots effort to not only preserve a culturally and historically significant building, but to turn it into a true economic and educational asset for the community and the town of Crystal Lake.
HIGHFIELD HALL AND GARDENS, FALMOUTH, MA

Highfield Hall and Gardens is a restored 1878 estate that now serves as a vibrant center of cultural and community life on Cape Cod. In 1994 a group of citizens formed the Highfield Hall and Gardens nonprofit to rescue the building from demolition after several decades of neglect. They secured a lease from the Town of Falmouth for $1 per year with Highfield Hall responsible for all repairs and maintenance of the building. They ultimately raised $8.5 million to restore the building and fund an endowment for their organization. They now successfully operate the mansion as a community and cultural center with a variety of events and exhibits that make the organization financially self-sufficient. In addition, they continue to have a development program to raise private donations to supplement revenue from events and programming. Today Highfield Hall has over $8 million in assets, of which over $2 million is in cash and investments, which serve as an endowment. Highfield Hall represents a very similar case for potential and possibility, with an enormously successful public grassroots effort to not only preserve a culturally and historically significant building, but to turn it into a true economic and educational asset for the community and the town of Falmouth. Eager to see ELHG succeed, members of the Highfield Hall staff have made themselves available to us for future guidance as well. We encourage you to visit their website and explore the possibilities for ELHG as it closely parallels Highfield Hall.
13.0 List of Appendices

1. ELHG Board of Directors Qualifications
2. Letters of Support
3. Financial Reports and Budgets
4. Conceptual Renderings
5. RFP for Architectural Design Services
6. Evanston Lakehouse & Gardens Brochure
7. Disclosure of Ownership Interest Statement Form
8. Statement re: Conflicts of Interest
9. Acknowledgement of Understanding Form
10. Anti-Collusion Affidavit and Proposers Certification
11. Additional Information Sheet
“While not everyone is able to have their own house on the lake, in Evanston we are fortunate enough to have a Lakehouse that belongs to all of us. Let's keep it that way.”

- Tom Hodgman
  President, Evanston Lakehouse & Gardens
Appendix 1
ELHG Board of Directors Qualifications

For a list of Board members, please visit evanstonlakehouse.org/crew

For additional information, please email Alex Block at alexblock847@icloud.com.
Appendix 2
Letters of Support
A CHERISHED EVANSTON UNION

We delight in living across the street from Evanston’s historic lighthouse. Nestled closely to the Harley Clarke property on the shore of Lake Michigan, the two structures are enjoying their annual rite of spring; offering a breathtaking public sanctuary—much like a “Secret Garden”. Evanstonians have enjoyed retreating to this public waterfront compound for many decades.

We are at that season when this place of wonder comes alive, a natural habitat for birds, wildflowers planted generations ago, and Jens Jensen’s great lawn continue to captivate Evanstonians of all ages. Historic house, gardens, and Great Lake are exquisitely woven into the fabric of Evanston, offering a place for whimsy, meditation, contemplation. It is a peaceful place in our increasingly urban community. An accessible retreat, Harley Clarke and gardens is a unique and irreplaceable public inheritance, rare in any city. This is, in fact, a cause for alarm for urban experts.

Summer finds our neighborhood filled with the gleeful voices of young day-campers. They will spend their vacation romping around the lawns, gardens, beach, and in the shadows of an historic structure that can stimulate their imaginations, their love of play, and their connection to community. Basketball, baseball, and hockey will find more practical venues, but this historic, endangered site nourishes our youngsters’ souls.

We delight in living across the street from Evanston’s historic lighthouse and its “mate’, the Harley Clarke. We delight in the year-long, continuous activities, laughter, and fun in our neighborhood. So many find so much joy exploring this treasure! We urge the Evanston citizens of Evanston, the Evanston City Council, and the Mayor of Evanston to celebrate and support this “marriage”. Please do not make our cherished lighthouse a widow. Our enlightened City of Evanston would be greatly diminished by Harley Clarke’s death.

Susan and Lawrence Aaron
2520 Sheridan Road
Evanston, IL 60201
312-543-6526
Mayor Elizabeth Tisdahl
Evanston City Council
2100 Ridge Avenue
Evanston, IL 60201

Madame Mayor and City Council:

I am the Education Manager at the Alliance for the Great Lakes, the oldest Great Lakes organization that is 100% devoted to protecting and restoring the world’s largest surface freshwater resource. We have been active in the Evanston community for many years and recently collaborated with LakeDance and Evanston/Skokie CC School District 65 for “Pipes and Precipitation II: Establishing a Place Based Water Unit in District 65's 3rd and 6th Grades”. This project has been a great success and has provided important environmental science experiential learning and connected children who would not normally have exposure to the Great Lakes to the beach.

We recently met with Clare Tallon Ruen the Director and Founder of Lake Dance and reviewed the Evanston Lakehouse and Gardens’ (ELHG) plan to restore and revitalize the Harley Clarke Mansion. We believe that a restored mansion with an environmental core theme would be an excellent resource for both students and adults, providing a gateway for people to connect with Lake Michigan and the local environment.

The Alliance for the Great Lakes has extensive experience in the field of formal and nonformal education leading to environmental stewardship. There are over 2,750 copies of Great Lakes in My World, in use in all eight Great Lakes states, reaching some 60,000 K-12 students each year. Praise for this curriculum is high by teacher participants who use the Great Lakes in My World curriculum to improve their students’ science skills and enhance their own instructional practices. The “Pipes and Precipitation” program in Evanston has only scratched the surface of this curriculum. A permanent environmental education classroom on the Evanston lakefront at Harley Clarke would provide a perfect opportunity for LakeDance to expand their programming for Evanston and North Shore schools, and could put Evanston on the map as a Great Lakes Destination City, tying in well with Evanston’s Sustainability branding.

As a partner in “Pipes and Precipitation”, the Alliance for the Great Lakes provides teacher professional development and evaluation resources to Lake Dance and District 65. We would be very interested in supporting expanded offerings at a restored Harley Clarke. We cannot emphasize enough the importance of connecting people to the Great Lakes and providing a space and curricular resources to make these experiences successful. We are lucky to live at the doorstep of the world’s largest freshwater body, and we should do everything we can to teach our young people and citizens about this resource to ensure we are good stewards into the future.

We strongly encourage you to work with the Evanston Lakehouse and Gardens on the restoration of Harley Clarke. If you have any questions please feel free to contact me at 312-445-9726 or klarson@greatlakes.org.

Sincerely,
Katie Larson
Education Manager
Madame Mayor and City Council:

My name is Cassie Rodgers and I am the owner of Ananda Within Yoga and Co-founder of Amala School of Prenatal Yoga, an Evanston based startup business that makes yoga accessible to women in their childbearing years by creating confident, sensitive teachers and empowering educational programs. In addition, I work as a yoga instructor at several Evanston area yoga studios. One of the group classes that I teach meets at Lighthouse Beach in the summer months when the weather is nice for outdoor yoga classes. I also live in the 7th Ward across the street from Orrington School, am active in the PTA and at Unity Preschool and am the mother of two young children who use the Lighthouse park and beach areas often.

I recently met with Tom Hodgman and learned more about the Evanston Lakehouse and Gardens (ELHG) non-profit that is seeking to restore the Harley Clarke Mansion and transform it into a multi-use community space. I know the building and grounds well, from living in the neighborhood, teaching yoga there and frequenting the beach and park with my two young children. I was impressed with ELHG’s plan and the thoughtful approach they have taken to balancing a variety of community needs and desires. Further, from a business perspective, I believe that a restored mansion would provide an excellent space to expand yoga offerings in a unique setting. The beach classes that I teach are student favorites, largely due to the view of the lake and peaceful setting. A restored house with flexible-use space inside could allow year-round yoga classes looking out onto the park and lake. This would be unique among area yoga studios, and I believe my clients would be very interested in expanded offerings at Harley Clarke. I would love the opportunity to collaborate with ELHG to expand my local business and increase our reach to empower women and build community. I also understand that ELHG’s plans include a cafe. I think this would be an amenity that my clients would use after classes and it would also be a boon for the neighborhood in general.

I strongly encourage you to collaborate with ELHG to move towards this positive, community oriented solution for the building. I look forward to a robust Harley Clarke in the future for my business, for my neighborhood and for our City.

Should you wish to discuss further, please contact me at your convenience.

Sincerely,

Cassie Rodgers

cassie@anandawithin.com / 847-624-7360 / www.anandawithin.com
Dear Evanston City Council and Members of the Greater Evanston Community:

My name is Julia Bachrach, and I am the author of *The City in a Garden: A History of Chicago’s Parks,* as well as several other volumes focusing on Jens Jensen’s contributions to America. I am proud to say that I grew up in Evanston and graduated from ETHS. I served as the Chicago Park District’s historian for more than two decades and am now a historic preservation consultant.

I am writing today to voice my strong support for the preservation and redevelopment of the Harley Clarke Mansion and surrounding Jens Jensen Landscape.

As an authority on America’s historic landscapes, I am convinced that the Harley Clarke property is among the small and diminishing collection of the nation’s most important sites. Both the building and the Jensen landscape represent significant themes in Evanston history. As you know, many of the great estates on Evanston’s lakefront have disappeared. This property, one of the few remaining lakefront mansions with a Jensen-designed landscape, has been a beloved landmark and sanctuary for the Evanston community for year. The artistry and high quality of these properties could never be replicated, and it would be a tragedy if it were lost.

During my tenure at the Chicago Park District, I participated in revitalizing dozens of historic properties that are now used for diverse community programs and activities. These properties are well used by the public and also generate revenue for the district. Examples include Café Brauer in Lincoln Park, Promontory Point in Burnham Park, South Shore Cultural Center, Columbus Park Refectory, and Washington Park Refectory.

I hope you see the long-term benefits of saving the Harley Clarke Mansion and its landscape for future generations.

Thank you,

Julia Bachrach
Mayor Elizabeth Tisdahl and members of the Evanston City Council
2100 Ridge Avenue
Evanston, Illinois 60201

Madame Mayor and City Council,

I am writing to endorse preserving the Harley Lyman Clarke House and its surrounding Jens Jensen landscape for the citizens of Evanston and the North Shore. It is sited in a prominent location on the Chicago area's premier pleasure drive and deserves repurposing for all to experience.

Several years ago I had the pleasure of co-authoring, with architect Stuart Cohen, *North Shore Chicago: Houses of the Lakefront Suburbs, 1871-1941*. With an enormous selection of houses to choose from we selected the Harley Lyman Clarke House to write about—one of only 42 North Shore houses we felt deserved essays in our book.

The Clarke House is particularly noteworthy because of its architectural significance. Modeled after a 16th Century English Tudor country house, it is elegantly designed, built in a style that had particular relevance for families wishing to express an association with our country's British heritage. Clarke was president of the Utilities Power and Light Corporation and commissioned a house from architect Richard Powers commensurate with his professional success. It has a Cotswold look, with random-coursed stone masonry walls enriched with carved limestone and red sandstone trim and a red Ludovici tile roof. The house displays great artistry, far greater than most North Shore houses inspired by Tudor precedents. Completed in 1927—the last home of its size to be built in Evanston before the 1929 Stock Market Crash—it won a design award granted by the Evanston Art Commission.

Equally significant is the Jens Jensen-designed landscaped grounds. It is important that Clarke selected Jensen, arguably second only to Frederick Law Olmsted in the history of American landscape architecture. Inspired by Chicago's native prairie setting and utilizing native plant material, Jensen was the creator of the Prairie Style of landscape design, comparable in stature to Frank Lloyd Wright's Prairie School of architecture.

I urge that this great work of architecture and its landscape be preserve and rehabilitated. It is a special place that deserves continued use because of its beauty and significance.

Sincerely,

Susan S. Benjamin, architectural historian

June 3, 2016
Central Street Neighbors Association

April 18, 2016

Mayor Elizabeth Tisdahl
Evanston City Council
2100 Ridge Avenue
Evanston, IL 60201

Madame Mayor and City Council:

In July, 2013, the Central Street Neighbors Association adopted a position supporting public use, ownership and conservation of the park, beach and Harley Clarke House at Lighthouse Beach. In April, 2015, we reaffirmed and amplified our position that the parkland, beachfront, gardens, and mansion should “remain in the public domain in perpetuity to provide for recreational, cultural, historic, artistic, educational, and similar public-oriented, public-spirited uses that provide services and directly benefit the community as a whole and that will serve generations to come.” We also stated our preference for a use that would preserve and rehabilitate the mansion and its historic features, “uses that would attract visitors to Evanston and/or that would contribute to public awareness and understanding of the community and/or its ecology and history including, but not limited to, Lake Michigan,” and we urged “a use that maintains and enhances public space within the mansion for public meetings, events, lectures, classes, and/or artistic or cultural activities, at free or nominal cost.” We urged the City to explore partnership with, e.g., a non-profit organization with a mission consistent with the above.

CSNA has followed with keen interest the ideas of the Evanston Lakehouse and Gardens (ELHG) non-profit that is seeking to restore the Harley Clarke House and transform it into a multi-use community space. The ELHG proposal has respected the preferences and uses urged by CSNA, and is compatible with those. We believe that ELHG’s vision for the property, once realized, would enjoy wide support from the community, and create an attractive community amenity that would augment Evanston’s image and bottom line, consistent with our ideals. In fact, the ELHG proposal is the only such proposal now on the table that would do so.

The recent listing of the Harley Clarke property by Landmarks Illinois as an endangered historic property underscores that the passage of time coupled by City inaction is not in the public interest. The ELHG proposal makes fiscal sense for the City at a time of financial challenge and State uncertainty, and deserves a try. We encourage the City to make a decision to partner with ELHG and assist the group to assist our community.

Very truly yours,

John Walsh
President
Greetings Mayor Tisdahl and City Council.

We are third grade teachers in District 65. We participate in the Pipes and Precipitation water program led by Clare Tallon Ruen from LakeDance, that brings our students to the Water Treatment Plant and Lighthouse Beach Dunes. It’s a field trip we look forward to every year. It is engaging and informative and students clearly connect with the nature at the Dunes.

Clare shared the vision of the Evanston Lakehouse and Gardens (ELHG) with us. ELHG is a non-profit that is seeking to restore the Harley Clarke Mansion and transform it into a multi-use community space. We think they have a great plan. We appreciate that they have been thoughtful about both community needs and the great location. So many of our students do not go to the lake, their parents just don’t have time or lack awareness about all the assets we have on our coast. We know if this building was welcoming to them, it would increase their sense of connection to Evanston in general and the nature of Lake Michigan in specific.

We would be excited to have access to the building. Kids are always asking about it. It would benefit us in two ways. First of all, bathroom emergencies wouldn’t be emergencies during our field trip. But more importantly, we could extend our field trip with a visit to the proposed environmental education room at the ELHG, deepening the education available about the site and the Great Lakes in general, and exposing both students and the many parent chaperones to this multi-use space.

Count us in among the supporters of ELHG!

Mary Slattery
Gwen Blossom
MaryAnn Kravitz
Stefanie Lenz
Stefanie Muresich
Mary Schwartz
Meghan Kace
Sandra Arora

Tammy Lober
Tracey Dudcak
Staci Mancis
Helen
Susan Arora

Susan Arora

98 of 596
To Whom It May Concern:                                                    April 18, 2016

My name is Donn Paul Werling. I lived and worked in Evanston for almost a decade beginning in 1973. I was the first Director of the Evanston Environmental Association and naturalist for the City of Evanston and my wife during most of that decade was the superintendent and lighthouse keeper of the Northeast Park District.

During much of that time we lived as well as worked in the historic lightkeeper house. We worked with Midge Perkins of the Evanston Historical Society to place the lighthouse on the National Register of Historic Place and many others including the then members of the City Council to preserve and enhance the complex of parks to the north including the Harley Clarke Place whose future is now in contention.

In c. 1977 I wrote and received a grant from Illinois Coastal Zone Management to hire Johnson, Johnson and Roy, a distinguished planning firm from Ann Arbor Michigan to develop a long term landscape restoration plan for this complex of parks then known as Lighthouse Landing. That plan won a national award from the American Society of Landscape Architects and was reviewed and to a great degree implemented by the City of Evanston and the Northeast Park District in collaboration with the Evanston Environmental Association.

That plan along with subsequent actions of various parties highlighted the need to restore the council ring and grotto waterscape, both remnants of the work of Jens Jensen as well as numerous other improvements including the restoration of the back of the beach as a primordial dune landscape.

For this work and my work at the Ecology Center I was awarded a special citation from then Mayor Vanneman and the City Council for “contributing to the preservation or enhancement of the environmental quality of the City of Evanston.” I have since been awarded a Ph. D. from the University of Michigan and written and worked to improve the environmental quality of the State of Michigan and achieved regional and national recognition for my work in preservation and restoration of our nation’s heritage.

It saddens me to see the hard work of so many people in the 70s and 80s forgotten or ignored when so much progress and state and national funds and recognition have been involved on this site as a public facility. I have reviewed the initial plans of the people and non profit that seek to maintain the Harley Clarke Place which is a keystone of the site and as a public facility. I thus completely endorse and compliment their work and ideas as well as ideals.

I do hope that in your wisdom a course will be found to build on the plans and work of the now distant as well as recent past. While I do not presume to have stayed in touch with all the changes that have occurred on this treasured site, old friends and new residents of Evanston have expressed similar concerns to me which I convey to you with whatever credence my distant past and accomplishments gives.
Evanston is “heavenston” and will remain that way as long as preservation and restoration remain its hallmarks and are given testimony to by those that now govern.

If I can be of further service to you please contact me by phone or email.

Sincerely,

Donn Paul Werling
werlingdonn@gmail.com
18155 Lost Creek Lane
Spring Lake, MI 49456

616-607 7302
Madame Mayor and City Council:

My name is Christopher Enck and I work as an architectural engineer at Klein and Hoffman, Inc. in Chicago where I focus on the restoration of historic building exteriors. Recent projects have included masonry restoration at Columbia College Chicago and masonry repair, steel window restoration and tile roof repair and replacement at the Deer Path Inn in Lake Forest. Outside of work, I serve as the volunteer treasurer and historic preservation committee chair for the Anthemios Control Corporation (ACC) in Champaign, Illinois. The ACC owns and manages two historic buildings used for housing college students in architecture and the allied arts. The primary structure is a 1924, 20,000 square foot house designed by local architect Joseph Royer in the French Eclectic style (the same as the Harley Clarke mansion) and features picturesque elements such as tapestry brick, original steel windows, multiple decorative chimneys and an undulating clay tile roof. I am also an Evanston property owner, having recently worked with the City and preservationists to save the historic John Van Bergen-designed Irving House, which was cut into three pieces and moved to Crawford Avenue from Wilmette.

I have recently connected with the Evanston Lakehouse and Gardens (ELHG) group, and am currently serving on their Advisory Board, with a focus on the feasibility of their proposed restoration and associated costs related to repurposing of the historic Harley Clarke Mansion. I have reviewed ELHG’s estimates for the cost of the restoration as well as the previously-prepared feasibility studies and cost estimates available from the City. From my experience on similar projects I believe that ELHG’s restoration cost estimates are reasonable. Alteration or demolition of the historic structures would be a significant loss to the community. The relationship between the buildings, the Jens Jensen landscape, Lake Michigan, the lighthouse and the surrounding neighborhood loses significance if any one of these elements is lost.

If ELHG is afforded the opportunity to move forward with the restoration and repurposing of the Harley Clarke Mansion, I am happy to assist with questions related to façade, roof and exterior material restoration. I believe that the existing historic structures can serve as the centerpiece of ELHG’s proposed focus on environmental issues and sustainability. A sensitive restoration of the buildings while adapting them to energy efficient technology can serve as an important case study for owners and users of other historic properties in the community and around the country.

Please do not hesitate to contact me if you would like to discuss further.

Sincerely,

Christopher Enck
cc: Evanston Lakehouse and Gardens
Harley Clarke Community Meeting
April 26, 2017

My name is Madeline Gelis and I am an Evanston resident and former board member of Landmarks Illinois – the statewide historic preservation advocacy organization. I am here representing Landmarks Illinois, as an active member and at the request of Lisa DiChiera, their director of advocacy, who could not be here tonight.

We are thankful that last year the Evanston City Council directed the Parks, Recreation and Community Services Board and the Lighthouse Landing Complex Committee to develop a plan for the future operation of the Harley Clarke property.

As you may recall, Landmarks Illinois included the Harley Clarke Mansion on its annual statewide most endangered historic places list in 2016 and LI subsequently supplied to the city a pro bono condition assessment of the house, conducted by the firm Wiss, Janney and Elstner, which verified that Harley Clarke is structurally sound and reusable.

We are glad the committee has been meeting regularly and has focused in particular on the proposal for an environmental education center, developed by a dedicated group of citizens who have formed the Evanston Lakehouse and Gardens.

We believe they have developed a well-thought-out study articulating the opportunity to transform Harley Clarke into a center that can house environmental studies, arts education, historic preservation,
architecture, landscape architecture, and other community programming. We have advised and given suggestions to leaders of this effort and will continue to do so as needed.

This plan, which is to be funded through private and public funds, can demonstrate how investment in an important historic place can give back to the City of Evanston and its residents.

Since the 1960s, this beautiful mansion and lakefront grounds have been accessible to the public. We believe the Evanston Lakehouse and Gardens plan is the best way to retain this special place for Evanston residents for generations to come.

Thank you.
Madame Mayor and City Council:

My name is Mike Salvatore and I am the founder and CEO of Heritage Brands, a Chicago based company that builds high quality steel frame bicycles and operates lifestyle cafes. Everything we do is centered on a sense of community, right down to our manufacturing. Heritage bikes are designed, welded (by hand, out of American steel), and assembled right here in the City of Chicago. Since launching in 2011, we have grown our business to three locations in Chicago and have been featured in Crain’s Chicago Business 40 under 40, GQ, CBS Radio and the New York Times. Our brand is one of high quality and authenticity and we aim to provide a family friendly environment where people can get to know their neighbors and build community. We often partner in the redevelopment of old buildings, with a Heritage store as an anchor tenant.

I recently met with Tom Hodgman to learn more about the Evanston Lakehouse and Gardens (ELHG) non-profit that is seeking to restore the Harley Clarke Mansion and transform it into a multi-use community space, including a family friendly café space. I am familiar with the site and building from visiting lighthouse beach and time spent in Evanston. I think they have a great plan and for the building that would create a vibrate asset for the community. Further, this is exactly the type of destination that Heritage wants to be associated with, and we believe it would be a great site for a “Heritage Lakefront Outpost”. Our unique combination of bike culture, coffee culture and family friendly space would fit well with ELHG’s plans to make the building a gateway for people to engage with the outdoors and nature. I have also reviewed ELHG’s projections related to the revenue a café lease could generate to ELHG’s non-profit operations. Based on my experience operating cafes in new locations and redeveloped buildings, I believe their projections are reasonable.

If ELHG were to move forward with a restoration of Harley Clarke, Heritage Brands would be very interested to collaborate with them and the City to open a new location at the site. Typically, our locations employ 7-10 people as baristas, managers and bike mechanics and we would be happy to bring these jobs to Evanston. Also, I serve on the board of West Town Bikes, which teaches low income kids to be bike mechanics, building their confidence and giving them practical life skills that make the employable. I believe an Evanston location would offer a great opportunity to replicate this program. We would love to bring our fast growing business to Evanston, and I am very enthusiastic about the vision and solution put forward by ELHG for the Harley Clarke site.

Should you wish to discuss further, please contact me at your convenience.

Sincerely,

Mike Salvatore
Todd Kihm
President, Kihm Residential
1570 Oak Ave, Evanston, IL 60201

Mayor Elizabeth Tisdahl
Evanston City Council
2100 Ridge Avenue
Evanston, IL 60201

Madame Mayor and City Council:

My name is Todd Kihm and I am a fourth generation Evanstonian and a resident of the 7th Ward. I currently serve as the President of Kihm Residential, which provides construction and remodeling services, with a specialization in high end, historic properties. Recent projects have included the Stone Porch by the Lake Bed and Breakfast, as well as numerous restoration and remodel jobs in Evanston's Historic Districts.

I recently met with Patrick Donnelly and Tom Hodgman of Evanston Lakehouse and Gardens (ELHG), and I think that that have a compelling and well thought out plan for restoring and repurposing the Harley Clarke mansion. Further, I reviewed ELHG’s estimates for the cost of the restoration as well as the cost estimates and studies available from the City. I even inquired about the possibility of getting inside the building to verify some of the information in reports, but was informed that the building is closed for the time being. From my experience on similar projects, most recently Stone Porch, I believe that ELHG’s restoration cost estimates are reasonable. Their plan for multi-use community space will not require the same level of high-end finishes or the same scale of plumbing and electrical work that would be required for a bed and breakfast or hotel use, which will bring down costs significantly.

Overall, I think it is time to move forward with a solution for the building, and I think the ELHG’s plans strikes an appropriate balance for our community – retaining historically significant architecture, creating new programming for the community and maintaining public access to the park and building. I would be happy to assist the City if I can be of help, and I encourage you all to work with ELHG towards a positive solution for our community.

Please do not hesitate to contact me if you would like to discuss further.

Sincerely,

Todd Kihm

Cc: Evanston Lakehouse and Gardens
March 22, 2016

Clare Tallon Ruen
Founder and Director
LakeDance
812 Reba Place
Evanston, IL 60202

Mayor Elizabeth Tisdahl
Evanston City Council
2100 Ridge Avenue
Evanston, IL 60201

Dear Madame Mayor and City Council,

My name is Clare Tallon Ruen and I am the founder and director of LakeDance, which since 2007 has created and performed original works of dance on beaches and in the parks of Evanston, all with ecological themes. LakeDance has also piloted a Great Lakes educational program, now in every District 65 school, that has taken the Alliance for the Great Lakes curriculum, Great Lakes in My World and adapted lessons to include dance and art. This program has been a great success and has provided experiential, hands-on environmental education for our students.

I recently had the pleasure of meeting with Tom Hodgman to learn more about the Evanston Lakehouse and Gardens (ELHG) non-profit that is seeking to restore the Harley Clarke Mansion and transform it into a multi-use community space. I think they have a great plan and have been thoughtful about developing an asset that will both meet community needs and is sensitive to the site.

Further, I am excited about the potential for LakeDance to collaborate with ELHG around environmental education. Tom described ELHG’s hopes to incorporate environmental education classroom space into the rehabbed building, and this would offer a phenomenal opportunity to expand and augment the current programming that LakeDance offers. In addition to our current watershed and stormwater programs, a partnership with ELHG could provide a platform to expand our offerings to lessons such as: lake, beach and dune ecology; forest ecology; invasive species; wildflowers; landscape architecture and pollinators/butterflies. Beyond a safe, clean, warm place to go when the weather doesn’t cooperate, a classroom on site would allow us to store equipment (e.g. microscopes, water test kits, watershed models, rain ponchos, and classroom materials).

I currently run operations from whatever school I am working with, from the Water Treatment Plant, or the Dunes. Meetings are held around town. While this is exhilarating it also requires a large amount of running around and shuffling and re-shuffling of materials that is inefficient. Basing my operations at a restored Harley Clarke would not only simplify my day-to-day but would yield an increase in creative output. An example of the current model is with the 3rd grade field trip. All 750 District 65 3rd graders take turns visiting the Water Treatment Plant and then
the Lighthouse Beach dunes. After a tour of Evanston’s water filtration process, they join me in the area between the fog houses just east of the Lighthouse. They come rain or shine, wind or calm, able bodied or in wheelchairs. I invite them to use their senses to take in this unique and historically significant area. To see the look of thrill when these kids learn that they are free to explore makes it all worth it. However if the weather is bad, or a student needs a bathroom, or if there was any sort of medical issue our choices are limited to calling the bus early. If we had access to a building, not only could we avoid interruptions, but we would be free to expand the field trip—offering a place for lunch and afternoon programming. How much deeper could we impact these young learners than with letting them really settle into this place, their place, inviting their connection and ownership?

My work as Artistic Director of the youth dance group that is part of LakeDance would also be positively impacted by working from a lakefront location. LakeDance is committed to free public performances that are inspired by local water issues and stories. Youth involvement has always been free to all. Rehearsing at the lakefront has been a joyous experience but one that also requires walking or biking with up to 10 kids from my home or from Ridgeville’s studios where I teach. Just getting to the site takes time and energy. If LakeDance could be one of several arts organizations to share space at the Lakehouse, we would be able to involve many more children in this work.

Planning and imagining work at the ELHG has inspired me to research several new ideas. I’ve reached out to Orrington teachers who work within a 5 minute walk of Harley Clarke to invite them to imagine using the site for expanded learning. Beyond their science water unit... literacy, history or art could be explored. I set up an observation and consultation with Teresa Weed of the Forest Preschool at North Park Nature Center in Chicago to find out how this new, and massively popular, preschool was set up and is run. I met with Katie Larson (Education Manager) and Stephanie Smith (Director of Operations) at the at the Alliance for the Great Lakes for their input about the use of this as an educational space. They suggested several lessons/activities that are specific to the dunes/forest ecosystem and offered to work with me to expand our lakefront work. They also imagined the establishment of a Freshwater Institute.

The Harley Clarke House, could be so much more, and needs to be more. Evanston is significantly located between Milwaukee—home to the Internationally significant Water Council, and the City of Chicago, and most importantly on the Southwest shore of the largest freshwater system on the planet. We can be leaders in freshwater education and be identified as a pioneer in Great Lakes conservation at a time when most of the world has been forced to take radical steps toward water conservation goals. We can begin with the programs we have and build in the many directions already presenting themselves. As Water is considered the new Gold, I believe our current funders and new funders will help LakeDance to grow in collaboration with a space like ELHG proposes. Please take the long view with us. You will not regret it.

I am very enthusiastic about the potential of a restored and transformed Harley Clarke, and believe the vision and solution put forward by ELHG would add a unique destination and important asset to our community.
Thank you for your support of this relevant and innovative project! You are welcome to email or call me with any questions you may have: clare@lakedance.org or (847) 721-5402.

Sincerely Yours,

Clare Tallon Ruen

www.lakedance.org

LakeDance is an organization whose mission is to offer watershed-relevant immersive educational experiences for Great Lakes youth using dance and the arts as tools for learning and outreach, and to serve our Great Lakes through reflection and action. Our organization’s vision is to promote resilience among Great Lakes residents in a time of change and to inspire stewards who will ensure that Great Lakes resource management reflects our globe with accuracy and compassion.
FOR IMMEDIATE RELEASE

For more information: Bonnie McDonald, President
(312) 515-1545 – cell
(312) 922-1742 – office

Harley Clarke Mansion makes statewide endangered list

Wednesday, April 13, 2016, Springfield, Ill.— The Harley Clarke Mansion, 2603 Sheridan Road, Evanston (Cook County), has been named to Landmarks Illinois’ annual Most Endangered Historic Places in Illinois list, which was announced today at a press conference in Springfield.

“Public officials have stated demolition of this architecturally significant city-owned local landmark, located in a National Register-listed historic district, will be pursued if a new use is not found,” said Bonnie McDonald, President of Landmarks Illinois. “We believe demolition should not be an option, especially considering the building’s local landmark designation. If the city of Evanston demolishes its own designated landmark, this will set a terrible precedent.”

Landmarks Illinois, the state's leading voice for historic preservation, announced ten other listings today, which focus attention on sites that are threatened by deterioration, lack of maintenance and insufficient funds. From this year’s Most Endangered Historic Places list, a pattern emerges: a majority of our imperiled buildings are municipally- and institutionally-owned. The challenge for government and institutions to maintain and invest in their own real estate, whether historic or not, is a growing budget issue where officials

-More-

109 of 596
are facing hard choices. Compounding the issue, public officials often don’t view the rehabilitation of historic buildings as rectifying deferred maintenance, as a responsible long-term investment, and as a catalyst for local economic development. Landmarks Illinois is bringing attention to these buildings and demonstrating how public officials can bring experienced and creative partners to the table to enact new programs and policies that see historic, publicly-owned properties revitalized and kept in productive use.

Built in 1928, utilities magnate Harley Clarke hired Boston architect Richard Powers to design his home and a nearby coach house. Clarke hired famed landscape architect Jens Jensen to sculpt the estate grounds. In 1950, the Clarkes sold the lakefront mansion to Sigma Chi, which turned the home into its Memorial Grand Chapter House. More than a decade later, the fraternity sold the property to the City of Evanston, which purchased the land in order to expand the city’s public beach. Soon afterwards, the city leased the Clarke Mansion to the Evanston Art Center, which occupied the building until May 2015.

In 2012, knowing the art center planned to vacate in 2015, the City of Evanston began seeking a new user. After rejecting a proposal that would have adaptively reused the building as a bed and breakfast, the city appointed a study committee to review options that included moving the building, renovation, or demolition. While residents have split opinion on the building’s future use and possible demolition, in October 2015, the Evanston City Council voted to table any discussion of the local landmark’s future until a state budget determining the city’s funding is passed, leaving the final determination on Harley Clarke delayed indefinitely. In the meantime, the property is secured, but at risk of further deterioration.

Landmarks Illinois urges Evanston’s City Council members and City Manager not to consider demolition of Harley Clarke as an option. A rehabilitation and reuse solution should be a top priority. Landmarks Illinois has offered to assist by pursuing a reuse study, but that offer was turned
Landmarks Illinois Most Endangered List announced—page three
down.

Background

Since the inception of Landmarks Illinois' *Most Endangered* list in 1995, more than a third of the listed properties have been saved, less than a quarter have been demolished, and the rest are in varying stages between being continually threatened and rehabilitation.

This year’s list also includes: a century old YWCA, an Art Moderne armory, a WPA-era courthouse, a space-age bank, a rare Prairie School-style commercial building, a historic high school and its surrounding neighborhood, multiple neighborhood schools to be closed in two cities, an archdiocesan church scheduled for closing, an historic gentleman's farm in a forest preserve, and two buildings associated with the early reform movement of rehabilitating orphaned boys.

Landmarks Illinois has been working to protect historic places throughout Illinois for over 40 years. The not-for-profit works with citizens and communities to preserve historic places and promote awareness about them through education and advocacy. Landmarks Illinois preserves historic places that enhance communities, empower citizens, and catalyze local economic development throughout Illinois. In addition to the *Most Endangered Historic Places* list, the organization also sponsors an annual awards program, two grant programs and various educational events, including the co-sponsorship of a bi-annual statewide historic preservation conference. Landmarks Illinois also is working with state legislators to enact a statewide historic tax credit program – The Illinois Rehabilitation and Revitalization Tax Credit Act (SB 2217) and to extend the current Illinois Historic Tax Credit program now available in five pilot cities with the River Edge Historic Tax Credit Extension bills (SB 1642 and HB 3566).

The complete *Most Endangered Historic Places* list, including photos of the sites, is available at [www.Landmarks.org](http://www.Landmarks.org) through the “Press Room” link.
Landmarks Illinois (LI) was incorporated as a 501(c)(3) nonprofit by Illinois citizens concerned about the future of the state's architectural and cultural landmarks. We are a voice for historic resources working alongside citizens, property owners, and decision makers to create a successful future for these places. LI exists to be a source of information, assistance, and inspiration to those who seek to preserve every community's unique sense of place. We work statewide to empower property owners, local governments, and developers with needed financial and policy tools to facilitate historic preservation projects. We advocate for the preservation of our existing infrastructure, including housing, transportation networks, commercial centers, parks and open space, as key elements of a culturally vibrant community, a successful economic development strategy, and sustainability platform. For more information, visit www.Landmarks.org.
Burnham & Lighthouses

In as much as Oak Park is known as the home of Frank Lloyd Wright, it is equally fitting that Evanston should become known as the home of Daniel Burnham. The Harley Clarke Mansion would be an ideal home for a Daniel Burnham Study Center to celebrate his contributions to urban planning, architecture and environmental awareness. Burnham chose to move to Evanston with his family in 1886. He is known globally for being the Director of the 1893 World’s Columbian Exposition, for his role in designing and implementing the McMillan Plan (1901-02) for the urban redesign of Washington, DC, the famed 1909 Plan of Chicago, the design of Manila and Baguio (1904) in the Philippines, Plan for Cleveland (1903) and such well-known buildings such as the Rookery, the Fisher Building and the Flatiron building in New York City.

In terms of being a destination city, Evanston would be smart, very smart to recognize this renowned hometown architect and urban planner and bring awareness with a birthday celebration on Sept 4.

I would also propose the installation of 5 electronic kiosks in Evanston the main one being a scaled down version of either Burnham’s Flatiron Building or the tower proposed for the Plan of 1909.

© Larry Lundy 2017
April 13, 2016

Mayor Elizabeth Tisdahl  
Evanston City Council  
2100 Ridge Avenue  
Evanston, IL 60201

Madame Mayor and City Council:

The Liberty Prairie Foundation has been at the forefront of land conservation, sustainable agriculture, and environmental policy for nearly 25 years. We are recognized as a national leader in incubating social enterprises that build and strengthen our local food system while enhancing the natural environment. We have worked to protect over 5,500 acres of land in the region, incubated dozens of social enterprises, several of which include farm businesses that serve the Evanston Farmers’ Market, and have participated in numerous regional and State planning initiatives, including the development of CMAP’s Go-To 2040 Regional Plan, and the establishment of the Illinois Food, Farms, and Jobs Act.

I have been in communication with the leadership of Evanston Lakehouse and Gardens and believe they have the capacity to put forth a credible and compelling plan for the restoration and revitalization of the Harley Clark Mansion. A restored mansion with an environmental theme would be an excellent resource for Evanston’s residents, adjacent communities in northeast Illinois, students and adults throughout the region, and will provide a gateway for people to purposefully connect with Lake Michigan and the local environment.

I strongly encourage you to engage with and lend your support to the Evanston Lakehouse and Gardens’ efforts to restore the Harley Clarke Mansion. As a nearby resident of Wilmette and frequent visitor to the area, I’m very hopeful that you and the Evanston City Council will recognize the strategic opportunity at hand that may, finally, result in the needed restoration and revitalization of the Harley Clark Mansion.

Sincerely yours,

Brad Leibov  
President and CEO
October 4, 2017

Mayor Steve Haggerty
Evanston City Council
2100 Ridge Avenue
Evanston, IL 60201

The Honorable Steve Haggerty, Mayor, and the City Council of Evanston,

I am writing to endorse the plans of Evanston Lakehouse and Gardens (ELHG) to develop the Harley Clarke mansion and grounds as a flagship community resource for the City of Evanston. Harley Clarke and the adjacent parks can be a unique sustainability education resource not only for the residents of Evanston, and for our public schools, but also for the entire Chicago area. Done well, Harley Clarke will become a municipal landmark, a definitive resource for lakeshore recreation and sustainability education, and a primary draw for business and tourism in Evanston.

I have reviewed ELHG’s activity over the last year through the city’s Harley Clarke Visioning Committee, for which I was asked to evaluate education opportunities at Harley Clarke. I have been extremely impressed with both the passion and the professional capability of the ELHG team – particularly the strong capabilities that they have lined up in land development, building renovation, and financing. As an engineer with degrees in both Mechanical Engineering and Environmental Engineering, I have personally reviewed both the current state of Harley Clarke and ELHG’s proposed renovation plans. I believe that the renovation plan is both technically feasible and economically viable. I have every confidence that ELHG can deliver the proposed Harley Clarke renovation on time and with sufficient funding to enable its long-term success.

As a citizen, I also personally support ELHG’s plan to renew and reinvigorate Harley Clarke as a community resource. As a long-time Evanston resident, I support the preservation of our unique character as an original Illinois lakeshore city, and I believe that investment in reinvigorating our defining community landmarks will have enormous reputational and economic benefits for the city. As a resident of the 6th ward, I fully support investment in Harley Clarke as a resource for my family, our neighbors, and the entire Evanston community. I believe that a renovated Harley Clarke will be of tremendous value to the city of Evanston and offer substantial opportunities for recreation and education to the entire Evanston community.

Because Harley Clarke has special character and enormous potential for redevelopment, I and many other Evanston residents are willing – even eager – to support this effort with our time, our expertise, and our resources. There is tremendous interest and support for ELHG’s proposed plan for Harley Clarke throughout the professional community in Evanston. I and my colleagues at Northwestern are willing to contribute our efforts, pro bono, to the design of the “Living Learning Laboratory” that would serve as the central hub for youth, school, and community education at Harley Clarke. Our professional opinion is that Harley Clark can provide extraordinarily unique and valuable hands-on laboratory experiences and outdoor experiences utilizing the lakefront, beach, and woods. To this end, we have formed the Lakeshore Education partnership (www.lakeshore-education.org) to coordinate development of educational programs at Harley Clarke.
Clarke. This partnership includes working groups to, first, integrate learning experiences at Harley Clarke with elementary, middle school, and high school curricula. This effort will make Harley Clarke a key resource for all of the schools in the area. Second, we are developing an array of broader educational and personal-interest programs for Evanston youth and adults. Finally, we have formed a laboratory working group, composed of dedicated educators, scientists, and engineers, to design the educational spaces at Harley Clarke and deliver the facilities needed to transform Harley Clarke into a world-class community education center.

Achieving this vision will require tremendous leadership. I have every confidence that ELHG is the right group to lead the redevelopment of Harley Clarke, and guide the transition from an aging historical landmark to a vibrant community resource. I hope that you will provide similar vision and leadership in authorizing this project for the city of Evanston.

Yours truly,

Aaron Packman

Professor, Department of Civil and Environmental Engineering
Director, Northwestern Center for Water Research
To Whom It May Concern:

My name is Judith Paine McBrien. I am a writer, historian and filmmaker. I directed and produced the first national PBS documentary film about one of Evanston’s most prominent citizens, architect and urban planner, Daniel Burnham. I’ve taught a course on Daniel Burnham at Northwestern University and frequently lecture about his work.

Burnham’s name is widely known. He and members of his family made Evanston their home for almost a century. He built twenty buildings with a mile or two of where we are now. He remains both one of America’s most famous architects and a pioneer urban planner of cities such as Chicago, Washington, DC, Cleveland and San Francisco. How can Evanston take advantage of his prominence and work?

In addition to the proposed environmental programs, I would like to suggest an idea: that the Harley Clarke House is an ideal space for the creation of a Burnham Study Center that would serve as an outreach to the community.

- It could offer hands on experiential classes and lectures about both design and city-making
- It would welcome both young and old to learn about their sense of place
- It would foster pride and encourage civic engagement among Evanstonians.
- It could serve as a signature cultural tourism draw for Evanston.

Making good use of an historic site is always crucial to its success so that makes a present and future contribution to its community. The Burnham Study Center is an opportunity to explore and broaden the educational outreach for the Harley-Clarke House. I fully support the preservation of the Harley Clarke House.

Respectfully submitted,

Judith Paine McBrien
Director, The Archimedia Workshop
www.thearchimediaworkshop.org
March 27, 2017

Mayor Elizabeth Tisdahl
Evanston City Council
2100 Ridge Avenue
Evanston, IL 60201

Madame Mayor and City Council:

Openlands is writing to voice its strong support in the rehabilitation of the Harley-Clarke property, as well as the surrounding Jens Jensen designed landscape, by the Evanston Lakehouse and Garden group (ELHG).

Founded in 1963, Openlands protects the natural and open spaces of northeastern Illinois and the surrounding region to ensure cleaner air and water, protect natural habitats and wildlife, and help balance and enrich our lives. Our work has helped protect more than 55,000 acres of land for public parks and forest preserves, community gardens, and other uses, connecting people to nature where they live.

Implementation of ELHG’s plans to preserve and restore the Harley-Clarke property will provide an excellent resource for outdoor recreation and environmental education for Evanston and North Shore residents and visitors. Restoration of the surrounding historic Jens Jensen landscape is equally significant, and will contribute to public awareness of the importance of native plants and a native prairie setting. Uniquely situated on the lakefront, restoration of both the mansion and its surrounding landscape will also provide an avenue to connect people to Lake Michigan and local open space.

We encourage the City Council to recognize the historical and ecological value offered by ELHG’s plans and support their mission to restore, revitalize, and preserve Harley-Clarke Mansion. If you have any questions, please feel free to contact me.

Sincerely,

[Signature]

Gerald W. Adelmann
President and CEO
May 12, 2016

Mayor Elizabeth Tisdahl
Evanston City Council
2100 Ridge Avenue
Evanston, IL 60201

Madame Mayor and City Council:

The Preservation League of Evanston strongly supports the rehabilitation of the Harley-Clarke property as proposed by the Evanston Lake House and Garden group (ELHG). There is no other house in Evanston even remotely like this one. The roofline alone is distinctive.

The destruction of the house would be a significant loss to the City. The building is noteworthy for its siting, architecture, gardens and location. The site is unique for the intersection of water, dune, prairie and woods.

The City of Evanston Master Plan lays out some ideas that the group is trying to incorporate and comply with.

The efforts of the ELHG are to be commended. Many, many groups will be happy to have access to the building. It should remain publicly owned and available to the general public.

Mary Brugliera, President
Paul Janicki, Vice President
Emily Guthrie, Treasurer
Shirley Conley, Secretary

Board Members:
Bill Gaul
Kris Hartzell
John Kennedy
David Reynolds
Appendix 3
Financial Reports
Evanston Lakehouse & Gardens
Income Statement - August 11, 2015 through September 30, 2017

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Cash as of September 30, 2017  $4,810
# Evanston Lakehouse & Gardens
## Restoration and Operating Budget
### Estimates as of September 30, 2017

## Base Construction Hard Costs
- Main House Construction: 3,025,000
- Coach House Construction: 750,000
- Subtotal Construction: 3,775,000

## Other Hard Costs
- Landscaping - Jens Jensen Garden: 200,000
- Furniture Fixture & Equipment: 250,000
- Phone & Data: 35,000
- Signage & Exhibits: 25,000
- Subtotal Other Hard Costs: 510,000

## Soft Costs
- Architects and Engineers: 300,000
- Landscape Architect: 50,000
- Insurance/Builder's Risk: 5,000
- Permits: 30,000
- Other Consultants, Landscape Architect: 130,000
- Subtotal Soft Costs: 515,000

## Total Project Cost
- Total: 4,800,000

## Operational Startup Fund
- Total: 500,000

## Total Capital Campaign Goal
- Total: 5,300,000

## Initial Restoration - Code Compliance and Demonstration Scale
- Code Compliance: 550,000
- Initial Education Lab: 225,000
- Initial Community Meeting Space: 225,000
- Subtotal Hard Costs: 1,000,000
- 2-yr Operational startup: 150,000
- Subtotal Demonstration Scale: 1,150,000

## Fundraising for Demonstration Scale
- Total: 1,150,000

## Full Restoration - Additional Expenses
- Main House Construction: 2,025,000
- Coach House Construction: 750,000
- Subtotal Additional Construction: 2,775,000
- Landscaping - Jens Jensen Garden: 200,000
- Furniture Fixture & Equipment: 250,000
- Phone & Data: 35,000
- Signage & Exhibits: 25,000
- Subtotal Other Hard Costs: 510,000
- Architects and Engineers: 300,000
- Landscape Architect: 50,000
- Insurance/Builder's Risk: 5,000
- Permits: 30,000
- Other Consultants, Landscape Architect: 130,000
- Subtotal Soft Costs: 515,000

## Additional Fundraising for Full Restoration
- Total: 3,800,000

## Additional Operational Startup
- Total: 350,000

## Total New Fundraising Required
- Total: 5,300,000
## Evanston Lakehouse & Gardens
### Sources and Uses of Cash (estimated)

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<table>
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<td>Initial Restoration Compliance and Construction</td>
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<td>Full Restoration Additional Hard Costs</td>
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<td>Soft Costs</td>
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### Evanston Lake House and Gardens

#### 5-Year Plan

#### Revenue/Cash Inflows

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<th></th>
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<th>2018</th>
<th>2019</th>
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<td><strong>Donations and Gifts</strong></td>
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<tr>
<td>Pledges</td>
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#### Capital and Operating Expenditures

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<th>2021</th>
<th>2022</th>
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<td></td>
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<td></td>
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<td><strong>Staff:</strong></td>
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<td>421,000</td>
<td>(1,072,309)</td>
<td>7,420</td>
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<td><strong>Net Surplus / (Deficit)</strong></td>
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<td>1,028,930</td>
<td>421,000</td>
<td>(1,072,309)</td>
<td>7,420</td>
<td>101,454</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
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<tbody>
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<td>1,505,472</td>
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<td>(i) Net Income / (Loss)</td>
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<td>421,000</td>
<td>(1,072,309)</td>
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<td><strong>Operating Reserve at end of Year</strong></td>
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<td>1,084,472</td>
<td>1,505,472</td>
<td>433,163</td>
<td>440,583</td>
<td>542,037</td>
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</tbody>
</table>
Appendix 4
Conceptual Renderings
Conceptual rendering of restored Conservatory creating the premiere community event space, available to all of Evanston.
Conceptual rendering of new hands-on environmental education lab.
Conceptual rendering of light-fare, low-impact coach house cafe with outdoor seating, native plantings and rain gardens.
Appendix 5
RFP for Architectural Design Services
REQUEST FOR PROPOSAL

FOR

ARCHITECTURAL DESIGN SERVICES

FOR

RESTORATION OF THE HARLEY CLARKE HOUSE, COACH HOUSE, AND SURROUNDING LANDSCAPE AND HARDSCAPE

EVANSTON LAKEHOUSE & GARDENS, INC.

PREPARED BY
WILLIAM W. BROWN
BOARD OF DIRECTORS, EVANSTON LAKEHOUSE & GARDENS

SEPTEMBER 6, 2017
SECTION I: GENERAL INFORMATION

A. INTRODUCTION

Evanston Lakehouse and Gardens (ELHG) is seeking proposals for architectural and engineering design services for the restoration and select improvements of the Harley Clarke house and grounds at 2603 Sheridan Road in Evanston, Illinois. The project includes the main house, coach house and a portion of the Jens Jensen designed landscape and hardscape surrounding the buildings. Information concerning ELHG can be found at the website www.evanstonlakehouse.org.

B. BACKGROUND

Located adjacent to and above Lighthouse Beach in Evanston, Illinois, between several other publicly-owned parcels, the Harley Lyman Clarke House, or Harley Clarke Mansion, its accessory structures, and the property's grounds are all situated within the Northeast Evanston Historic District and are part of the Lighthouse Landing campus of public properties east of the juncture of Central Street and historic Sheridan Road in north Evanston. These properties are situated atop the point of land, jutting into Lake Michigan, that early French explorers called Grosse Point. Historical account has this site as where Father Jacques Marquette landed in 1674. As trade developed, numerous shipwrecks occurred and an important early lighthouse, the Grosse Point Light, was built in 1873. Today, the lakefront complex includes the lighthouse, keeper's house, fog houses, the Harley Clarke house and grounds, and parklands including Noah’s Playground for All and the public Lighthouse Beach. The lighthouse, supported in recent years by a not-for-profit, was added to the National Register of Historic Places in 1976 and made a National Historic Landmark in 1998.

The historic Harley Clarke House, designed in the French Eclectic style by Richard Powers, is situated on nearly 5 acres of beachfront property and originally featured gardens by pioneering landscape architect Jens Jensen. The house and coach house were listed as contributing structures in the application to the National Park Service designating the historic district. The house is an Evanston landmark.

Harley L. Clarke was a powerful utilities magnate serving as President of Utilities Power and Light in the years leading up to the Great Depression, once donating $300,000 to form the Chicago Civic Shakespeare Society. Clarke, who had lived on Chase Avenue in Rogers Park, hired Powers to design his three-story, brick lakefront home in Evanston, which was completed in 1927 at 2603 Sheridan Road, directly next to the historic Grosse Point Light Station and its fog houses. The 24,685-square foot estate featured a spacious glass conservatory, ballroom, basement rumpus room, and coach house. It was probably the last of the 1920s big mansions in Evanston before the stock market crashed.

Renowned landscape architect Jens Jensen designed the grounds, which still feature his original limestone grotto, a council ring (fire pit), and walkway. Alfred Caldwell, creator of the Chicago Lily Pool, worked under Jensen during construction of the Clarke project and referred to that time as one of his fondest memories. The mansion, valued at $500,000 in 1938, was the first in the Chicago area to win an art commission award, according to news articles.
At one time, Clarke’s fortune was estimated at up to $60 million. An undated glossy real estate brochure, presumably from the 1940s, states that motion picture equipment was housed on the third floor. Clarke was on the cutting edge in the film industry and was more than just a hobbyist. He created a state of the art media room in the ballroom after investing heavily in Fox Studios, served as the president of Fox Studios after buying out founder William Fox during the Depression, and owned the General Theatre chain.

Sadly, Clarke and his wife were victims of the Great Depression and after a long struggle with creditors, were forced to sell the property in 1949 to the Sigma Chi fraternity to be used as the national headquarters.

In 1964, group of visionaries on Evanston's City Council purchased the property and beachfront from the fraternity, stating the importance of creating a public park and beachfront for the community. Shortly after the purchase, the city leased the Harley Clarke House to the Evanston Art Center for $1.00 per year with the intention of promoting art and culture on a broad spectrum for the benefit of the entire Evanston Community. For over 50 years, the Harley Clarke House served the Evanston Art Center, serving as a cultural destination for residents of all ages.

Today, the house and surrounding gardens are the keystone of the four-part lakefront complex, which includes: Noah’s Playground for All, Lighthouse Beach, the Grosse Point Lighthouse and the house. With the Evanston Art Center having relocated to a newer, more centrally located facility in 2015, the Harley Clarke House is currently vacant and in need of repair, restoration and a new vision.

SECTION II: SCOPE OF SERVICES

A. GENERAL DESIGN
The designer will be responsible for supervision and performance of all design activities necessary to produce documents for construction of the projects. Services shall include structural, electrical (including fire alarm, low voltage raceways and light commercial security system), plumbing, HVAC and civil engineering. Landscaping, IT and interior design will be by others. The designer will ensure that the final design will be feasible within the established budget for the project.

1. The designer will be responsible for ensuring that the design is compatible with the operating requirements of ELHG.

2. The designer will be responsible for producing a high-quality design that is sensitive to the historic context of the buildings, its local landmark status, the adjacent public parks, and the desired repurposing of their use.

3. Building designs will be based on input from a group of stakeholders (including ELHG Board, partners, community members, and donors) and will be subject to review by a variety of committees. The designer will have a key role at review meetings, and will prepare graphics and other materials required for these presentations.

4. The designer will submit a schedule for design phase activities. The designer will be responsible for reviewing the schedule at least monthly; for maintaining the schedule
throughout the design process; and for completing the design, including necessary public meetings and design approvals, within the established schedule.

B. DESIGN PREPARATION
   1. The designer will be responsible for preparing all necessary plan documents and contract construction plans and specifications required to restore and remodel the buildings and their surrounding site.

   2. Plan preparation should include, but not be limited to, attending regular design review meetings and project coordination meetings. Documentation and appropriate responses to all comments and revisions is required of the designer. The designer shall make progress submittals of the design in the form of documents at the Schematic, Design Development, and Construction Document levels of completion. Specification documents will be required for all submittals. Estimates of cost will be prepared by others during the design process.

   3. Since it is anticipated that restoration work will take place in phases, the project drawings should be organized to reflect such a yet-to-be-established project construction phasing plan. Current plans call for a Phase I restoration that brings the building up to code and makes some critical improvements to allow ELHG programming to begin. Phase II would complete full restoration of the house and its various rooms and spaces. Final phasing will depend on the pace of fundraising among other considerations.

C. DESIGN STAGES

   1. Preliminary Program Design Investigation
      a. Existing Drawings
         After receiving the notice to proceed, it shall be the designer’s responsibility to obtain all information available from ELHG.

      b. Analysis of Existing Conditions
         The designer will inspect the buildings and site, and become familiar with the specific condition of the buildings and the surrounding landscape and hardscape. The designer will use field observations to verify existing conditions and provide any supplementary information needed for this project. This will include verification of all room sizes of both buildings and the total square footage of each. (Floor plans and elevations for the house and coach house are attached as well as site and landscape plans.)

   2. Plan Verification
      The designer will meet with the ELHG staff and hold several listening sessions with key partners to verify the preliminary architectural program and to make adjustments and refinements to it, as needed.

   3. Schematic Design
      A conceptual scheme will be developed to illustrate feasible approaches to the building restoration and improvement. After review by ELHG, drawings will be revised accordingly. Preliminary cost estimates for the building will be done by a construction contractor serving as a design phase cost consultant. The contractor will be selected by
ELHG to partner with the project A&E team. At the completion of Schematic Design, ELHG will review and approve the project’s scope in relation to the initial cost estimate.

4. Design Development
   a. Based on decisions at the schematic design stage, a comprehensive plan will be designed at a larger scale with all designed details included. A cost estimate for the plan will be prepared by the design phase cost consultant. The designer may present the plan to a variety of ELHG groups.
   b. The Design Development submittal will contain the following: Sections, Elevations, Details, Schedules, and Project Specifications Manual.
   c. The design schedule should include sufficient time for review and approval of the documents by ELHG and the City of Evanston, as necessary.

5. Construction Documents
   a. The Construction Documents submittal shall contain all elements of the project in their final configuration and all drawings should be substantially complete. All above-mentioned intermediate design elements will be resubmitted in final form, reflecting all relevant comments from the consolidated design review.
   b. Additional drawings will be submitted as required to fully define the details of the project for construction. The designer will provide all products of the design process.
   c. Submittals shall include, but not be limited to, full-size design drawings, computer disks containing contract plans in the most current AutoCad format or Rivet, renderings of restored spaces, and final special provisions. The design development model will be updated to show changes and final design for the project. A final estimate of cost will be prepared by the Cost Consultant.
   d. Construction documents will be submitted for ELHG’s review and approval. ELHG will review and approve the documents during the permitting process (so as not to delay the schedule). The 95% set will constitute the permit set.

6. Construction and Construction Administration
   The designer will provide the following services upon completion of design:
   a. Services during bidding, including response to contract inquiries and issuing addenda.
   b. Review of contract bids for all components of the project
   c. Regular site visits for review of progress and to ensure that the intent of the plans is being carried out.
      i. The architect should plan for weekly construction phase meetings and site observations every other week.
      ii. Sub-consultants should plan on monthly site observations when their respective trades are active on site.
   d. Respond to all Requests For Information (RFIs) and change order requests
e. Review monthly payment draws

f. Preparation of punch lists and working with Construction Manager to complete items on the list

SECTION III: PROJECT COST

The total budget for the hard costs of the project is $4,250,000. This includes: all hard costs of construction. This excludes all soft costs for architects, design and engineering; landscape architects; contingency; insurance; permits; and general conditions.

SECTION IV: PROJECT SCHEDULE

1. RFP Proposal submission due date: October 9, 2017
2. Contract Approval: November 20, 2017
3. Schematic Design: TBD
4. Design Development: TBD
5. Construction Documents: TBD
6. Bid: TBD
7. Award: TBD
8. Facility Opens for Operation: TBD

The specific dates for schedule milestones for the overall execution of the project have not been determined. They will be dictated by the City of Evanston’s Request for Proposal process and the project fundraising activities. It is hoped that the construction phase could start as early as Fall, 2018.

SECTION V: PROJECT TEAM

The project team will include the following professional service providers. Please craft your service proposal to account for the other service providers and avoid unnecessary duplication of services while ensuring coordination of efforts.

1. Bill Brown – Board Member, Evanston Lakehouse & Gardens
2. Design Architect--TBD
3. Construction Manager at Risk—TBD

SECTION VI: SUBMITTAL REQUIREMENTS

The proposal, at a minimum, must be organized as follows and include the following items:

A. COVER LETTER
The cover letter, signed by an authorized representative of the firm, must contain a commitment to provide the services described with the personnel specified in the submission and to provide a commitment to meet the stipulated ELHG goals.

B. SUMMARY
This section should include a statement of understanding and approach to the work.
C. PROPOSAL AND COST

1. Description of Services: Show a breakdown for each phase of the project including schematic design, design development, construction documents, permit, bid, and construction phase services and name any partners required to complete this work. Submit a fixed fee for all services. Any contemplated pro bono services or creative contract/fee structures (e.g. Gross Maximum Price or fixed cost contract) should be identified in this section of the proposal, and will be given consideration by ELHG in our selection process. For the design phases, approval to proceed will be made on a phase-by-phase basis.

2. Description of Staffing: Develop personnel requirements by month, task, and job classification including identification of sub-consultants.

3. Cost Proposal: Detail the costs of providing the design and engineering services described in the Scope of Services section. Include a description of proposed reimbursable expenses and a not-to-exceed estimate of these costs. Provide a list of suggested engineering consultants with labor rates for all design/engineering personnel committed to the project.

4. Qualifications: A document not to exceed two (2) pages describing similar projects your firm has completed.

5. Submit one electronic copy of the proposal to William Brown at [Insert email address] and Evanston Lakehouse & Gardens at evanstonlakehouse@gmail.com. Proposal shall be submitted by October 9, 2017.

6. Any questions regarding this Request for Proposal should be directed to William Brown. Feel free to call my office or email me [insert office number and email address].

We look forward to receiving your proposal.

William W. Brown
Member of the Board, Evanston Lakehouse & Gardens
1200 Mulford Street
Evanston, IL 60202
847.404.8133
bbrown@wwbrown-inc.com
The history.

In June of 2017, ELHG’s plan was endorsed by the City of Evanston’s Harley Clarke Planning Committee, Evanston’s Parks and Recreation Board, and the Lighthouse Landing Committee.

The story begins almost a century ago when the Harley Clarke Estate with its acclaimed Jens Jensen landscape was built on an historic Native American bluff with commanding views of Lake Michigan and adjacent to the National Historic Landmark Grosse Point Lighthouse. Today these structures anchor a breathtaking public historic district, unique anywhere on the Great Lakes. The landmarked structures contribute to the fabric of Evanston’s lakefront and connect us to our heritage, history and the environment.

In 1965, the Evanston community saw tremendous value in purchasing the Harley Clarke Estate to create a public park in a town where beach access and public lakefront property was continuing to disappear. For 50 years, the Evanston Art Center brought life to Harley Clarke through the arts, serving as good neighbors to the City and the residential neighbors around it. When its lease expired in 2015, the Art Center moved and the buildings future became uncertain. In 2016, Landmarks Illinois placed Harley Clarke on its Most Endangered Historic Places List.

The plan.

It’s time to revive one of Evanston’s greatest lakefront landmarks. A place to connect and celebrate community through educational and recreational programming. A world-class setting for inspiring gatherings and events.

1. ELHG submits a proposal to City of Evanston RFP on Oct. 9, 2017.
3. ELHG continues to fundraise and build strategic partnerships.
4. ELHG rehabs the building and grounds and develops unique programming.

Partner with us.

Join our mailing list at EvanstonLakehouse.org

Have an idea for the restored Evanston Lakehouse? Tell us at: evanstonlakehouse@gmail.com

Donate/pledge today at: EvanstonLakehouse.org

Today the house and surrounding gardens are the keystone of the four-part lakefront complex which includes: Noah’s Playground for Everyone, Lighthouse Beach, the Grosse Point Lighthouse and the Harley Clarke house. This makes it an ideal location for cultural tourism in a model that has proven successful across the country and around the world.

Conceptual rendering of restored Conservatory creating the premiere community event space, available to all of Evanston.

Conceptual rendering of light-fare, low-impact coach house cafe with outdoor seating, native plantings and rain gardens.
The vision.

Evanston Lakehouse & Gardens will transform the Harley Clarke Estate into a fully renovated, multi-purpose venue.

Highlights of the Plan

✔ Architecturally significant landmark building restored for adaptive reuse
✔ Environmental Education Lab and Cultural Programming
✔ Historic Jens Jensen gardens and water features revitalized
✔ Community space for flexible programming and social gatherings
✔ Consistent with City of Evanston’s Lakefront Master Plan
✔ City maintains ownership of land and buildings

About us.

The mission of Evanston Lakehouse & Gardens is to preserve and restore Evanston’s only public lakehouse by creating an inspiring community venue that fosters appreciation of the environment, the arts, and the rich cultural history of Evanston.

We are a 501(c)(3) public charity that was created by a growing group of volunteer Evanston residents of all ages from all across the City.

Contact Us

evanstonlakehouse@gmail.com
(860) 558-8318
facebook.com/EvanstonLakehouse

Donate/pledge today at:
EvanstonLakehouse.org
Appendix 7
Disclosure of Ownership Interest Statement Form
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: Evanston Lakehouse & Gardens

APPLICANT ADDRESS: 2747 Ridge Ave, Evanston, IL 60201

TELEPHONE NUMBER: 860-558-8318

FAX NUMBER: n/a

APPLICANT is (Check One)
( ) Corporation
( ) Partnership
( ) Sole Owner
( ) Association
Other (*) 501 (c) (3) non-profit public charity

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.

See Attached.

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

N/A

Revised 10-14 (01-39)
1c. (Answer only if corporation has fewer than 33 shareholders.)
Names and addresses of all shareholders and percentage of interest of each herein. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

N/A

SECTION 2 PARTNERSHIP/ASSOCIATION/JOINT VENTURE

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

N/A

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

N/A

SECTION 3 - TRUSTS

3a. Trust number and institution.

N/A

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

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

N/A

---

SECTION 4 ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

N/A

---

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

N/A

---

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

N/A

---

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

10/7/17

[Signature]

(Revised 10-14 (05-16))

17
Appendix 8
Statement re: Conflicts of Interest
Exhibit C

CONFLICT OF INTEREST FORM

Evanston Lakehouse & Gardens, 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.

Tom Hodgman, President, Board of Directors

(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 7th day of October, 2017.

DAVID D. NOCKMAN
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid/proposal.
Appendix 9
Acknowledgement of Understanding Form
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 5/33E-3, 33E-4).

Authorized Signature: [Signature]

Typed/Printed Name: Tom Hodgman

Title: President, Board of Directors

Email: thodgman@gmail.com

Company Name: Evanston Lakehouse & Gardens

Date: 10/7/17

Telephone Number: (860) 558-8316

Fax Number: n/a

Revised 15-14 (01-99)
Appendix 10
Anti-Collusion Affidavit and Proposer’s Certification
Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

Tom Hodgman, being first duly sworn,
deposes and says that he is President, Board of Directors
(Partner, Officer, Owner, Etc.)
of Evanston Lakehouse & Gardens
(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.

Tom Hodgman, President, Board of Directors  
(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 7th day of October, 2017

Notary Public

Commission Expires: 

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.
Appendix 11
Additional Information Sheet
**EXHIBIT B**

**ADDITIONAL INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Proposal Name:</th>
<th>Lease of Harley Clarke Mansion to a Non-profit Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Number #:</td>
<td>17-48</td>
</tr>
<tr>
<td>Company Name:</td>
<td>Evanston Lakehouse &amp; Gardens</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Tom Hodgman</td>
</tr>
<tr>
<td>Address:</td>
<td>819 Clinton Place</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>Evanston, IL 60201</td>
</tr>
<tr>
<td>Telephone/FAX #:</td>
<td>(860) 558-8318</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:thodgman@gmail.com">thodgman@gmail.com</a></td>
</tr>
</tbody>
</table>

**Comments:**

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

**Revised 10-14 (21-58)**
CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, February 26th, 2018

Present:

Alderman Fiske
Alderman Braithwaite
Alderman Wynne
Alderman Wilson

Alderman Rue Simmons
Alderman Revelle
Alderman Rainey
Alderman Suffredin

(8)

Absent: Alderman Fleming (1)

Presiding: Mayor pro tempore Melissa A. Wynne
Mayor’s Public Announcements

Mayor Hagerty had no announcements

City Manager’s Public Announcements

City Manager Wally Bobkiewicz invited Lawrence Hemingway Director of Parks and Recreation and Community Services to provide an update for the upcoming Mayor Summer Youth program interviews and other programs

City Clerk’s Communications

City Clerk announced Early Voting will begin from March 5th-19th. The first week of early voting will run from 9am to 5pm. The second week will run from 9am to 7pm. Early voting will also be available on Saturday’s and Sunday’s. The Clerk’s Office has started a texting campaign aimed at increasing the voting participation for the upcoming election.

Public Comment

<table>
<thead>
<tr>
<th>Name</th>
<th>Statement</th>
<th>Watch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zoe Lydon</td>
<td>Asked City Council to support the expansion of the Robert Crown Center which will provide ample space and opportunities to the youth in Evanston.</td>
<td></td>
</tr>
<tr>
<td>Verzell James</td>
<td>Requested City Council to halt further site development for the 2525 Church St. project until residents can analyze and respond to independent studies.</td>
<td></td>
</tr>
<tr>
<td>Glenn Mackey</td>
<td>Opposed to the 2525 Church St. project</td>
<td></td>
</tr>
<tr>
<td>Janet Alexander Davis</td>
<td>Believed residents living in the surrounding area of the 2525 Church St. project should have been given proper notice, although it wasn’t a requirement. Thorough representation isn’t being given to those affected by major projects in the city.</td>
<td></td>
</tr>
<tr>
<td>Dorothy Head</td>
<td>Explained how Skokie residents were given proper notice about a proposed water pump in their city and how the local government called a special meeting for residents to participate and share their opinions. Because Evanston residents were not given the same opportunity, many residents feel betrayed and disrespected.</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Comment</td>
<td>Watch</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>David Dickson</td>
<td>Feels there is a better place to construct the proposed water pumping station project where it will not affect the residents.</td>
<td></td>
</tr>
<tr>
<td>Jerry Michel</td>
<td>Principal of Willard Elementary spoke about changing the traffic pattern at the school to make it safer for students to be dropped off and picked up. District 65 will augment the project to make it safer.</td>
<td></td>
</tr>
<tr>
<td>Clare Kelly</td>
<td>Concerned about discriminatory practices from the city, to the residents of certain Wards. Also concerned about the process of the zoning text amendment change for the high schools alternative school.</td>
<td></td>
</tr>
<tr>
<td>Bill Stack</td>
<td>Talked about affordable housing and providing better housing option for people in Evanston</td>
<td></td>
</tr>
<tr>
<td>Darlene Cannon</td>
<td>Asked City Council to vote “No” for the alternative school because she feels the process was bias and discriminatory.</td>
<td></td>
</tr>
<tr>
<td>James Engelman</td>
<td>Wanted City Council to accept the contract for Fleetwood-Jourdain interior design</td>
<td></td>
</tr>
<tr>
<td>Erl Chocol</td>
<td>Talked about the repair cost of city vehicles and the criminal history guidance for employment</td>
<td></td>
</tr>
<tr>
<td>Madelyn Ducree</td>
<td>Wanted City Council to provide an explanation for the collapse of the vacant 1829 Simpson St. building.</td>
<td></td>
</tr>
<tr>
<td>Jackie Prince</td>
<td>Asked City Council to figure out why women haven't been able to reside at Connection for the Homeless</td>
<td></td>
</tr>
<tr>
<td>Meg Welch</td>
<td>Informed City Council that residents of the 2nd Ward were not given proper notice in regards to the alternative school. Also felt the pumping station project was not transparent in the process.</td>
<td></td>
</tr>
<tr>
<td>Daniel Stein</td>
<td>Thinks more conversations are necessary for the proposed pumping station</td>
<td></td>
</tr>
<tr>
<td>Carolyn Murray</td>
<td>Concerned that public notices are not being sent out properly. Asked that the city be consistent and transparent to everyone seeking to set up a business in Evanston</td>
<td></td>
</tr>
<tr>
<td>Rey Friedman</td>
<td>Wanted feedback to be provided to public comments at city council meetings. Wanted City Council to provide a date for resident to present their appeal on the HOW project</td>
<td></td>
</tr>
</tbody>
</table>
Consent Agenda


For Action
Approved on Consent Agenda

Motion: Ald. Rainey Watch

(A1) Payroll – January 22, 2018 through February 4, 2018 $3,079,462.01
(A2) Bills List – February 27, 2018 $1,520,935.04

For Action
Approved on Consent Agenda

(A3.1) Pilot Landlord Rehabilitation Assistance Program

Staff recommends City Council approval of a Pilot Landlord Rehabilitation Assistance Program to support improvements and repairs for rental units that are committed to be rented to households earning 60% of AMI. The proposed program budget is $200,000 for the 2018 fiscal year and will be provided from the Affordable Housing Fund. Funding will be from the Affordable Housing Fund (Account 250.21.5465.65535). The Affordable Housing Fund has a current uncommitted cash balance of approximately $800,000.

For Action
Item held in committee until March 12, 2018.

(A3.2) Purchase of Police, Fire & Administrative Service Vehicles from Currie Motors

City Council approved the purchase of seven (7) Ford SUVs and (1) Chevrolet SUV outfitted with lights, sirens and other necessary equipment for operations. Four (4) Fords and one (1) Chevrolet will be allocated to the Evanston Police Department Field Operations Division, two (2) Ford will be allocated to the Fire Department Administration Division and one (1) Ford will be allocated to the Administrative Services Department Facilities Division. The replacement vehicles will be purchased from Currie Motors (9423 W. Lincoln Highway, Frankfort, IL 60423) in the amount of $238,418.89. Funding for the vehicles will be from the Equipment Replacement Fund (Account 601.19.7780.65550) in the amount of $238,418.89, which has a budgeted amount of $1,522,977.

For Action
Approved on Consent Agenda
(A3.3) **One Year Contract Renewal for Purchase of Emergency Lighting & Sirens from Havey Communications Inc.**

City Council approved a one (1) year contract renewal for the purchase of emergency lighting, sirens and after-market products and services in the amount of $80,960.00 to Havey Communications Inc. (28835 Herky Drive # 117, Lake Bluff, IL 60044). Funding will be as follows: $40,480 from Account 600.19.7710.65060, with a FY18 budget of $1,050,000, and $40,480 from Account 601.19.7780.65550, with a FY18 budget of $1,522,977.

**For Action**
Approved on Consent Agenda

(A3.4) **Criminal History Applicant Eligibility Policy**

City Council accepted and placed on file the City of Evanston Criminal History Applicant Eligibility Policy. Pursuant to Alderman Fleming’s request, City staff met with Alderman Fleming and interested community members to review current hiring policies related to prospective applicants with criminal records and to update the policy in conformance with best practices.

**For Action: Accept and Place on File**
Approved on Consent Agenda

(A3.5) **Utility Bill Reimbursement Policy**

City Council accepted and placed on file the proposed Reimbursement and Payment Policy. Staff modeled the proposed policy based on Illinois Administrative Code which establishes that all complaints for the recovery of damages shall be filed within a maximum two (2) year time limit from the time that the produce, commodity or services as to which the complaint is made was furnished or performed.

**For Action: Accept and Place on File**
Approved on Consent Agenda

(A3.6) **One Year Contract Extension with G & L Contractors for 2018 Debris Hauling**

City Council authorized the City Manager to execute a one year contract extension for debris hauling with G & L Contractors (7401 N St. Louis Ave Skokie, IL) in the amount of $81,000.00. This contract award is part of a bid let by the Municipal Partnering Initiative (MPI). Funding will be as follows: $38,000 budgeted from the Water Fund (Account 510.40.4540.62415), $38,000 budgeted from the Sewer Fund (Account...
515.40.4530.62415), and $5,000 budgeted from the General Fund (Account 100.40.4510.62415).

For Action
Approved on Consent Agenda

(A3.7) One Year Contract Extension for the Purchase of Granular Materials from G & L Contractors

City Council authorized the City Manager to execute a one year contract extension for the purchase of Granular Materials with G & L Contractors (7401 N. St. Louis Ave, Skokie, IL) in the amount of $37,000. This contract award is part of a bid let by the Municipal Partnering Initiative (MPI). Purchase of materials under this contract will be funded as follows: $21,000 from the Water Fund, Account 510.40.4540.65055, with a budget of $150,000; and $16,000 from the Sewer Fund, Account 515.40.4530.65055, with a budget of $43,000.

For Action
Approved on Consent Agenda

(A3.8) Contract with Monson Nicholas Inc. for Service Center Parking Deck Restoration

City Council authorized the City Manager to execute a contract for Service Center Parking Deck Restoration (Bid 18-02) with Monson Nicholas Inc. (714 North Yale Avenue, Villa Park, IL) in the amount of $526,074.00. Funding will be provided from the Capital Improvement Program (CIP) 2018 General Obligation Bonds: $500,000 from Account 415.40.4118.65515-617023 with FY18 budget of $500,000, and $26,074 from Account 415.40.4118.65515-617023 with FY18 budget of $30,000.

For Action
Approved on Consent Agenda

(A3.9) Contract with Sumit Construction Company, Inc. for Lovelace Park Pond Rehabilitation

City Council authorized the City Manager to execute a contract for the Lovelace Park Pond Rehabilitation (Bid 18-06) with Sumit Construction Company, Inc. (4150 West Wrightwood Avenue, Chicago, IL) in the amount of $107,000.00. Funding will be provided from the Capital Improvement Program 2016 General Obligation Bonds in the amount of $100,000 (Account 415.40.4116.65515-518004) with a budget of $100,000, and from the 2018 General Obligation Bonds in the amount of
$7,000 (Account 415.40.4118.65515- 518004) with a budget of $15,000.

**For Action**  
Approved on Consent Agenda

(A3.10) **Lovelace Tennis Court Rehabilitation**

City Council authorized the City Manager to proceed with the Lovelace Tennis Court Rehabilitation for construction in 2018. While not budgeted in 2018, funding for this proposed project will be provided from the Capital Improvement Program (CIP) 2018 General Obligation (G.O.) Bonds - Facilities Contingency with a 2018 budgeted amount of $450,000.

**For Action**  
Approved on Consent Agenda

(A3.11) **Sole Source Contract with Designs 4 Dignity for Interior Design Services for the Fleetwood-Jourdain Community Center**

City Council authorized the City Manager to execute a sole source contract to provide interior design services for the Fleetwood-Jourdain Community Center with Designs 4 Dignity (445 N. Wells, Suite 402, Chicago, IL 60654) in the amount of $35,000.00. Funding for this project will be provided from the Good Neighbor Fund (Account 415.40.4218.62145 – 618008), which has an FY 2018 budget allocation of $325,000.00 for this project.

**For Action**  
Approved on Consent Agenda

(A3.12) **Contract with Bulley & Andrews for Construction Management Services for the Robert Crown Community Center, Ice Complex and Library**

City Council authorized the City Manager to execute a contract to provide construction management services for the Robert Crown Community Center, Ice Complex and Library (RFP 17-57) with Bulley & Andrews (1755 W. Armitage Avenue, Chicago, IL 60622). The initial contract recommendation is for pre-construction services only in the amount of $41,510.00. A recommendation for construction services will occur upon successful completion of the pre-construction phase, completion of the project’s design documentation and negotiation of the construction price. Funding for this project will be provided from Capital Improvement Program (CIP) 2018 General Obligation Bonds (Account 415.40.4118.65515 – 616017).

**For Action**
(A4) **Ordinance 34-O-18, Authorizing the City to Borrow Funds from the Illinois Environmental Protection Agency Public Water Supply Loan Program**

City Council adopted Ordinance 34-O-18 authorizing the City to borrow funds from the Illinois Environmental Protection Agency (IEPA) Public Water Supply Loan Program for the construction of the Clearwell 9 Replacement Project. This ordinance authorizes the City to borrow up to $25,000,000. The debt service will be paid from the Water Fund.

For Introduction

(A5) **Ordinance 11-O-18, Amending City Code Title 1, Chapter 11 to Update Operational Functions with the Finance Division**

City Council adopted Ordinance 11-O-18 which amends Title 1, Chapter 8 of the City Code to reflect current City operations with respect to the Finance Division.

For Introduction

(A6) **Ordinance 32-O-18, Decreasing the Number of Class D Liquor Licenses for Kabul House located at 2424 Dempster Street**

City Council adopted Ordinance 32-O-18, amending City Code Subsection 3-4-6-(D) to decrease the number of authorized Class D liquor licenses from fifty-one (51) to fifty (50). Kabul House located at 2424 Dempster Street is not renewing its liquor license.

For Introduction and Action

(A7) **Ordinance 31-O-18, Amending City Code Section 3-4-6 By Creating the New Class X Liquor License**

City Council adopted Ordinance 31-O-18, amending City Code Section 3-4-6 by creating the new Class X Liquor License. Ordinance 31-O-18 was prepared to allow arts and crafts studios the sale of beer and wine for on-site consumption.

For Introduction
Local Liquor Commissioner and staff recommend City Council adopt Ordinance 33-O-18, amending City Code Section 3-4-6 creating the new Class F-2 Liquor License for a retail liquor dealer/gourmet food and amenity store.

For Introduction
Item held in committee until March 12, 2018.

City Council adopted Ordinance 20-O-18, amending City Code Section 10-11-4, Schedule IV (A) to establish one-way south traffic on Hurd Street between Isabella Street and Park Place, and one-way north traffic on Central Park Avenue between Park Place and Isabella Street adjacent to Willard Elementary School during drop-off and pick-up hours. Funding for signage will be through the General Fund-Traffic Control Supplies (Account 100.40.4520.65115), with a FY 2018 budget of $58,000.

For Action
Passed 8-0

City Council adopted Ordinance 10-O-18 to amend City Code Subsection 1-4-1, “General Penalties,” to include civil restitution by order of Court. This ordinance adds civil restitution to the penalties available for City Code violations, and allows a Court to order restitution beyond the maximum fine amount. Civil restitution may only be ordered by a Court after a finding of guilt or a guilty plea by a defendant.

For Action
Approved on Consent Agenda

City Council adopted Ordinance 26-O-18, amending City Code Subsection 3-4-6-(F) to increase the number of authorized Class F liquor licenses from nine (9) to ten (10), and permit issuance of a Class F license to
Target Corporation dba Target Store T3283 located at 1616 Sherman Avenue.

For Action
Approved on Consent Agenda

(P1) Vacation Rental License for 1827 Dobson Street

City Council approved a Vacation Rental License for the property located at 1827 Dobson Street. The Vacation Rental meets all of the Standards and Procedures for license approval.

For Action
Passed 7-1 Alderman Fiske voted “No”

(P2) Vacation Rental License for 710 Madison Street

City staff recommends approval of a Vacation Rental License for the property located at 710 Madison Street. The Vacation Rental meets all of the Standards and Procedures for license approval.

For Action
Item has been withdrawn from the Agenda by the applicant.

(P3) Ordinance 21-O-18, Special Use Permit for a Special Educational Institution – Public in the I2 General Industrial Zoning District

City Council adopted Ordinance 21-O-18 granting special use approval for a Special Educational Institution Public in the I2 General Industrial Zoning District in order to operate a high school for students with behavioral and emotional needs. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district.

For Action
Passed 7-1 Alderman Rainey voted “No”

Call of the Wards

Ward 1: March 27th at 7 pm will be the Eruv meeting in the Parecal Room. There will be a 1st Ward meeting on March 6th from 7-9 pm at the Evanston Public Library

Ward 2: Thanked Staff and the numeros black businesses that turned out to the February 24th event at the Levy Senior Center.
Ward 3: Office hours will be held on March 1st from 7-10 am at Brothers K

Ward 4: Aldermen Wilson sent his condolences to the family of Carla Willis. She was an advocate of many issues, among them gun violence.

Ward 5: On February 28th will be presented to DAPR at 2525 Church St. The 5th Ward meeting will take place on March 15th in the Paracel Room located at the Civic Center

Ward 6: No Report

Ward 7: 7th Ward meeting on March 8th at the Ecology Center will have Library Director Karen Dansik Lyons, emergency preparedness briefing and the Sheridan Rd. improvement project.

Ward 8: No Report

Ward 9: No Report

Adjournment

Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned. Alderman Wilson led City Council into Executive Session. A roll call vote was taken and by a unanimous vote (8-0) City Council recessed into Executive Session.
AGENDA

I. DECLARATION OF A QUORUM: ALDERMAN RAINNEY, CHAIR

II. APPROVAL OF MINUTES OF REGULAR MEETING OF FEBRUARY 26, 2018

III. ITEMS FOR CONSIDERATION

(A1) Payroll – February 5, 2018 through February 18, 2018  $ 3,309,410.71

(A2.1) Bills List – March 13, 2018  $ 2,946,656.87

Credit Card Activity (not including Amazon purchases) –
Period Ending January 31, 2018
Bank of America  $  154,726.19
BMO  $  3,642.38

For Action

(A2.2) Amazon Credit Card Activity – Ending January 31, 2018  $  12,469.91

For Action

(A3.1) Pilot Landlord Rehabilitation Assistance Program
Staff presents for City Council's consideration a Pilot Landlord Rehabilitation Assistance Program to support improvements and repairs for rental units that are committed to be rented to households earning 60% of AMI. The proposed program budget is $200,000 for the 2018 fiscal year and will be provided from the Affordable Housing Fund. Funding will be from the Affordable Housing Fund (Account 250.21.5465.65535). The Affordable Housing Fund has a current uncommitted cash balance of approximately $800,000.

For Action
(A3.2) Sidewalk Café Application for Pono Ono Poke at 1630 Chicago Avenue
Staff recommends City Council approval of first-time application for a sidewalk café permit for Pono Ono Poke, a Type 2 restaurant located at 1630 Chicago Avenue. The sidewalk café will consist of three tables with four seats each for a seating capacity of 12. The café will operate 11:00 a.m. – 10:00 p.m. daily.
For Action

(A3.3) Sole Source Purchase of Cisco Systems Network Switches
Staff recommends City Council authorize the City Manager to purchase Cisco Systems Network Switches from Sentinel Technologies, Inc. (2550 Warrenville Road, Downers Grove, IL 60515). The cost of the hardware, software, and support/maintenance is $304,029. The cost will be paid over three years. Year 1 cost is $101,343, Year 2 cost is $101,343, and Year 3 cost is $101,343. The three-year payment plan is facilitated by Cisco Systems Capital Corporation (De Lage Landen Public Finance, LLC). The funding for this project will derive from the Capital Improvements Program 2017 General Obligation Bonds (Account 415.40.4117.65515 - 117003) which has a budget of $125,000 and has a current balance of $107,341.98. Year two and year three payments will use future CIP funds for this purpose.
For Action

(A3.4) 2018 Special Events Calendar
Staff recommends approval of the 2018 calendar of special events, contingent upon compliance of all requirements as set forth by the Special Event Policy & Guidelines. This year’s calendar includes four new events: a marshmallow drop at James Park, the Evanston Green Ball at the Ladd Arboretum, a two date concert series at Canal Shores and a two date block party on Dempster, between Chicago and Hinman. Lakefront park events of 100 participants or more and non-lakefront park events of 250 participants or more were approved at the Human Services Committee meeting on March 5, 2018. Non-park events with 250 participants or more and/or requiring a street closure, (with exception of block parties) require Administration and Public Works Committee. Costs for city services provided for events require a 100% reimbursement from the sponsoring organization or event coordinator. These fees are waived for City events and City co-sponsored events.
For Action

(A3.5) One-Year Contract Extension with J.A. Johnson Paving Company for Pavement Patching
Staff recommends that City Council authorize the City Manager to execute a one year contract extension for pavement patching with J.A. Johnson Paving Company (1025 E. Addison Ct., Arlington Heights, IL) in the amount of $600,000.00. This contract award is part of a bid let by the Municipal Partnering Initiative (MPI). Funding for this service will be from the Capital Improvement Fund (Account 415.40.4118.65515 - 418017) which has $600,000 budgeted for the supplemental patching program in 2018.
For Action
(A3.6) One-Year Single Source Contract for Purchase of Concrete from Ozinga Ready Mix Concrete Inc.
Staff recommends the City Council authorize the City Manager to execute a one-year single source contract for the purchase of concrete and flowable fill with Ozinga Ready Mix Concrete Inc. (2222 South Lumber Street, Chicago, IL) in the amount of $42,500. Funding for the purchase of the concrete will be from the General Fund in the amount of $20,000, the Water Fund in the amount of $14,900 and the Sewer Fund in the amount of $7,600. The specific accounts and unencumbered account balances are shown in the transmittal memorandum.
For Action

(A3.7) One-Year Single Source Contract for Purchase of Hot Mix Asphalt from Builders Asphalt
Staff recommends that City Council authorize the City Manager to execute a one-year single source contract for the purchase of Hot Mix Asphalt with Builders Asphalt (4413 Roosevelt Road Suite 108, Hillside, IL 60162) in the amount of $43,300. Funding for this purchase will be from the General Fund in the amount of $33,300, the Water Fund in the amount of $7,600 and the Sewer Fund in the amount of $2,400. The specific accounts and unencumbered account balances are shown in the transmittal memorandum.
For Action

(A3.8) Contract with Landscape Concepts Management, Inc. for the 2018 Green Bay Road Landscape Maintenance
Staff recommends City Council authorize the City Manager to execute a contract for the 2018 Green Bay Road Landscape Maintenance contract to the low bidder, Landscape Concepts Management, Inc., (31745 Alleghany Rd., Grayslake, IL, 60030) in the amount of $27,744.00. Funding for this project is included in the proposed FY 2018 General Fund budget (Account 100.40.4330.62195), which has a total allocation of $142,000.00. The remaining budget in this account is $142,000.
For Action

(A3.9) Contract Renewal for Mowing Services with Cleanslate Chicago, LLC
Staff recommends City Council authorize the City Manager to execute a renewal contract award for the 2018 Mowing Services to the low bidder, Cleanslate Chicago, LLC (1540 South Ashland, Chicago, IL), in the amount of $28,875.00. Funding for this project is included in the proposed FY 2018 General Fund budget (Account 100.40.4330.62195), which has a total allocation of $142,000.00. The remaining budget in this account is $142,000.
For Action

(A3.10) Fourth Quarter Financial Report for Fiscal Year 2017
Staff recommends City Council accept and place the Fourth Quarter Financial Report for FY 2017 on file.
For Action: Accept and Place on File
(A4) Resolution 16-R-18, Increasing the Total Fiscal Year 2017 Budget by $1,100,000 to a New Total of $324,842,986
Staff recommends that the City Council adopt Resolution 16-R-18, amending the 2017 Budget by $1,110,000 to a new total of $324,842,986.
For Action

(A5) Resolution 11-R-18, Motor Fuel Tax Funds Use for Roadway Resurfacing Project
Staff recommends City Council adoption of Resolution 11-R-18 authorizing the City Manager to sign an Illinois Department of Transportation Resolution for Improvement by Municipality under the Illinois Highway Code for Improvements to Various Evanston Streets. This will allow the use of Motor Fuel Tax (MFT) Funds in the amount of $1,200,000 for street resurfacing. Funding will be provided from the Motor Fuel Tax Fund (Fund 200), which has a total Budget of $1,508,678, FY 2018 budget allocation of $1,200,000 and charged to Account 415.40.4218.65515 – 418002.
For Action

Staff recommends City Council adoption of Resolutions 12-R-18, 14-R-18 & 15-R-18 authorizing the City Manager to sign a “Resolution for Maintenance of Streets and Highways” in order to transfer funds previously allocated from the Motor Fuel Tax (MFT) fund to the General Fund for the General Maintenance of Streets. Even though the City Council previously approved the use/transfer of these funds as part of the budget, the Resolutions need to be approved pursuant to State regulations. Resolution 12-R-18 refers to the transfer of $833,000 in 2016; Resolution 14-R-18 refers to the transfer of $957,990 in 2017; and Resolution 15-R-18 refers to the transfer of $957,990 in 2018.

(A6) Resolution 12-R-18, 2016 Motor Fuel Tax Funds Transfer for General Maintenance of Streets
For Action

(A7) Resolution 14-R-18, 2017 Motor Fuel Tax Funds Transfer for General Maintenance of Streets
For Action

(A8) Resolution 15-R-18, 2018 Motor Fuel Tax Funds Transfer for General Maintenance of Streets
For Action

(A9) Ordinance 27-O-18, Lease of Room Space at the Lorraine H. Morton Civic Center to the League of Women Voters
Staff recommends City Council adopt Ordinance 27-O-18 which authorizes a 3-year renewal of a lease agreement between League of Women Voters and the City of Evanston. The lease will be from June 1, 2018 through May 31, 2021 for first floor space (Room 1030) at the Lorraine H. Morton Civic Center. The monthly rent will be $240 with a 1% increase each year.
For Introduction
(A10) **Ordinance 18-O-18, Amending City Code Section 1-17-1, Adding Subsection “Contractor Debarment, Suspension and Prohibited Contracts”**

Staff recommends City council adopt Ordinance 18-O-18, amending City Code Section 1-17-1, by adding Subsection 1-17-1(E), “Contractor Debarment, Suspension, and Prohibited Contracts.” This Ordinance codifies a procedure to debar or suspend contractors for just cause. Debarred or suspended contractors may not bid, propose, be awarded to, or perform work on a contract with the City.

For Introduction

(A11) **Ordinance 38-O-18 Amending City Code Section 3-17-9 Regarding Senior Citizen/Persons with Disabilities Taxicab Program**

City staff recommends City Council adoption of Ordinance 38-O-18 which amends Title 3, Chapter 17-9 regarding Senior Citizen/Persons with Disabilities Taxicab Program. Amendment includes: an increase in the participant share from four dollars ($4.00) to five dollars ($5.00) and changing the boundaries of the program to within the corporate boundaries of Evanston. **Staff recommends suspension of the Rules for Introduction and Action at the March 12, 2018 City Council meeting.**

For Introduction and Action

(A12) **Ordinance 36-O-18, Decreasing the Number of Class C-1 Liquor Licenses for La Macchina Café at 1620 Orrington Avenue**

Staff recommends City Council adopt Ordinance 36-O-18, amending City Code Subsection 3-4-6-(C-1) to decrease the number of authorized Class C-1 liquor licenses from one (1) to zero (0). La Macchina Café requests a downgrade of its liquor license from Class C-1 to Class C.

For Introduction

(A13) **Ordinance 37-O-18, Increasing the Number of Class C Liquor Licenses for La Macchina Café at 1620 Orrington Avenue**

Staff recommends City Council adopt Ordinance 37-O-18, amending City Code Subsection 3-4-6-(C) to increase the number of authorized Class C liquor licenses from twenty-five (25) to twenty-six (26), and permit issuance of a Class C license to La Macchina Cafe, LLC, d/b/a La Macchina Café located at 1620 Orrington Avenue.

For Introduction

(A14) **Ordinance 33-O-18, Amending City Code Section 3-4-6 By Creating the New Class F-2 Liquor License**

Local Liquor Commissioner and staff recommend City Council adopt Ordinance 33-O-18, amending City Code Section 3-4-6 by creating the new Class F-2 Liquor License for a retail liquor dealer/gourmet food and amenity store. This ordinance is returning for consideration following its introduction and hold over to March 12th.

For Introduction
IV. ITEMS FOR DISCUSSION

(APW1) Sherman Plaza Parking Garage Rooftop Fence
At the February 12, 2018 City Council meeting Alderman Fiske requested that the topic of fencing for the rooftop of the Sherman Plaza Parking Garage be brought back for discussion.
For Discussion

V. COMMUNICATIONS

VI. ADJOURNMENT
MEMBERS PRESENT:  T. Suffredin, R. Simmons, A. Rainey

MEMBERS ABSENT:  P. Braithwaite, C. Fleming


PRESIDING OFFICIAL:  Ald. Rainey

I.  DECLARATION OF A QUORUM: ALDERMAN RAINEY, CHAIR
   A quorum being present, Ald. Rainey called the meeting to order at 6:15 p.m.

II.  APPROVAL OF MINUTES OF REGULAR MEETING OF FEBRUARY 12, 2018
    Ald. Rue Simmons moved to accept the Minutes of February 12, 2018 A&PW meeting as submitted, seconded by Ald. Suffredin.

    The Minutes of the February 12, 2018 A&PW meeting were approved unanimously 3-0.

III.  ITEMS FOR CONSIDERATION

(A1)    Payroll – January 22, 2018 through February 4, 2018  $ 3,079,462.01

(A2)    Bills List – February 27, 2018  $ 1,520,935.04
    For Action
    Ald. Suffredin moved to recommend approval of Payroll January 22, 2018 through February 4, 2018 in the amount of $3,079,462.01 and Bills through February 27, 2018 in the amount of $1,520,935.04, seconded by Ald. Rue Simmons.

    The Committee voted unanimously 3-0 to approve the payroll and bills.

(A3.1)  Pilot Landlord Rehabilitation Assistance Program
   Staff recommends City Council approval of a Pilot Landlord Rehabilitation Assistance Program to support improvements and repairs for rental units that are committed to be rented to households earning 60% of AMI. The proposed program budget is $200,000 for the 2018 fiscal year and will be provided from the Affordable Housing Fund. Funding will be from the Affordable Housing Fund
The Affordable Housing Fund has a current uncommitted cash balance of approximately $800,000.

**For Action**

This item was held in Committee until the March 12, 2018 meeting.

(A3.2) **Purchase of Police, Fire & Administrative Service Vehicles from Currie Motors**

Staff recommends City Council approval of the purchase of seven (7) Ford SUVs and (1) Chevrolet SUV outfitted with lights, sirens and other necessary equipment for operations. Four (4) Fords and one (1) Chevrolet will be allocated to the Evanston Police Department Field Operations Division, two (2) Ford will be allocated to the Fire Department Administration Division and one (1) Ford will be allocated to the Administrative Services Department Facilities Division. The replacement vehicles will be purchased from Currie Motors (9423 W. Lincoln Highway, Frankfort, IL 60423) in the amount of $238,418.89. Funding for the vehicles will be from the Equipment Replacement Fund (Account 601.19.7780.65550) in the amount of $238,418.89, which has a budgeted amount of $1,522,977.

**For Action**

Ald. Rue Simmons moved to recommend City Council approval of the purchase of seven (7) Ford SUVs and (1) Chevrolet SUV outfitted with lights, sirens and other necessary equipment for operations to be allocated to the Evanston Police Department Field Operations Division, Fire Department Administration Division the Administrative Services Department Facilities Division from Currie Motors in the amount of $238,418.89, seconded by Ald. Rainey.

The Committee voted unanimously 3-0 to approve the purchases.

(A3.3) **One Year Contract Renewal for Purchase of Emergency Lighting & Sirens from Havey Communications Inc.**

Staff recommends City Council approval of a one (1) year contract renewal for the purchase of emergency lighting, sirens and after-market products and services in the amount of $80,960.00 to Havey Communications Inc. (28835 Herky Drive #117, Lake Bluff, IL 60044). Funding will be as follows: $40,480 from Account 600.19.7710.65060, with a FY18 budget of $1,050,000, and $40,480 from Account 601.19.7780.65550, with a FY18 budget of $1,522,977.

**For Action**

Ald. Rainey moved to recommend City Council approval of a one (1) year contract renewal for the purchase of emergency lighting, sirens and after-market products and services in the amount of $80,960.00 to Havey Communications Inc., seconded by Ald. Rue Simmons.

The Committee voted unanimously 3-0 to approve the contract renewal.

(A3.4) **Criminal History Applicant Eligibility Policy**

Staff submits for City Council the City of Evanston Criminal History Applicant Eligibility Policy to accept and place on file. Pursuant to Alderman Fleming's
request, City staff met with Alderman Fleming and interested community members to review current hiring policies related to prospective applicants with criminal records and to update the policy in conformance with best practices.

For Action: Accept and Place on File
Ald. Suffredin moved to recommend City Council accept and place on file the City of Evanston Criminal History Applicant Eligibility Policy, seconded by Ald. Rue Simmons.

PUBLIC COMMENT
Dale Griffin, Unitarian Universal Prison Ministry, supports the effort to employ ex-offenders.

Sarah Vanderwicken was part of the committee that revised the proposal before the Committee tonight. She was against the results of the hiring decision being placed in personnel file. This information should not be accessible for supervisor review. It is against federal policy.

The Committee voted unanimously 3-0 to accept and place the report on file.

(A3.5) Utility Bill Reimbursement Policy
Staff recommends City Council accept and place on file the proposed Reimbursement and Payment Policy. Staff modeled the proposed policy based on Illinois Administrative Code which establishes that all complaints for the recovery of damages shall be filed within a maximum two (2) year time limit from the time that the produce, commodity or services as to which the complaint is made was furnished or performed.

For Action: Accept and Place on File
Ald. Rue Simmons moved to recommend City Council accept and place on file the proposed Reimbursement and Payment Policy based on Illinois Administrative Code which establishes that all complaints for the recovery of damages shall be filed within a maximum two (2) year time limit from the time that the produce, commodity or services as to which the complaint is made was furnished or performed, seconded by Ald. Rainey.

The Committee voted unanimously 3-0 to accept and place the report on file.

(A3.6) One Year Contract Extension with G & L Contractors for 2018 Debris Hauling
Staff recommends that City Council authorize the City Manager to execute a one year contract extension for debris hauling with G & L Contractors (7401 N St. Louis Ave Skokie, IL) in the amount of $81,000.00. This contract award is part of a bid let by the Municipal Partnering Initiative (MPI). Funding will be as follows: $38,000 budgeted from the Water Fund (Account 510.40.4540.62415), $38,000 budgeted from the Sewer Fund (Account 515.40.4530.62415), and $5,000 budgeted from the General Fund (Account 100.40.4510.62415).

For Action
Ald. Rainey moved to recommend City Council authorize the City Manager to execute a one year contract extension for debris hauling with G & L Contractors in the amount of $81,000.00, seconded by Ald. Rue Simmons.

The Committee voted unanimously 3-0 to approve the contract extension.

(3.7) One Year Contract Extension for the Purchase of Granular Materials from G & L Contractors

Staff recommends that City Council authorize the City Manager to execute a one-year contract extension for the purchase of Granular Materials with G & L Contractors (7401 N. St. Louis Ave, Skokie, IL) in the amount of $37,000. This contract award is part of a bid let by the Municipal Partnering Initiative (MPI). Purchase of materials under this contract will be funded as follows: $21,000 from the Water Fund, Account 510.40.4540.65055, with a budget of $150,000; and $16,000 from the Sewer Fund, Account 515.40.4530.65055, with a budget of $43,000.

For Action

Ald. Rainey moved to recommend City Council authorize the City Manager to execute a one-year contract extension for the purchase of Granular Materials with G & L Contractors in the amount of $37,000, seconded by Ald. Rue Simmons.

The Committee voted unanimously 3-0 to approve the contract extension.

(3.8) Contract with Monson Nicholas Inc. for Service Center Parking Deck Restoration

Staff recommends City Council authorize the City Manager to execute a contract for Service Center Parking Deck Restoration (Bid 18-02) with Monson Nicholas Inc. (714 North Yale Avenue, Villa Park, IL) in the amount of $526,074.00. Funding will be provided from the Capital Improvement Program (CIP) 2018 General Obligation Bonds: $500,000 from Account 415.40.4118.65515-617023 with FY18 budget of $500,000, and $26,074 from Account 415.40.4118.65515-617023 with FY18 budget of $30,000.

For Action

Ald. Suffredin moved to recommend City Council authorize the City Manager to execute a contract for Service Center Parking Deck Restoration (Bid 18-02) with Monson Nicholas Inc. in the amount of $526,074.00, seconded by Ald. Rue Simmons.

The Committee voted unanimously 3-0 to approve the contract.

(3.9) Contract with Sumit Construction Company, Inc. for Lovelace Park Pond Rehabilitation

Staff recommends the City Council authorize the City Manager to execute a contract for the Lovelace Park Pond Rehabilitation (Bid 18-06) with Sumit Construction Company, Inc. (4150 West Wrightwood Avenue, Chicago, IL) in the amount of $107,000.00. Funding will be provided from the Capital Improvement Program 2016 General Obligation Bonds in the amount of $100,000 (Account
Ald. Rue Simmons moved to recommend City Council authorize the City Manager to execute a contract for the Lovelace Park Pond Rehabilitation (Bid 18-06) with Sumit Construction Company, Inc. in the amount of $107,000.00, seconded by Ald. Rainey.

The Committee voted unanimously 3-0 to approve the contract.

(A3.10) Lovelace Tennis Court Rehabilitation
Staff recommends the City Council authorize the City Manager to proceed with the Lovelace Tennis Court Rehabilitation for construction in 2018. While not budgeted in 2018, funding for this proposed project will be provided from the Capital Improvement Program (CIP) 2018 General Obligation (G.O.) Bonds - Facilities Contingency with a 2018 budgeted amount of $450,000.

For Action
Ald. Rainey moved to recommend City Council authorize the City Manager to proceed with the Lovelace Tennis Court Rehabilitation for construction in 2018, seconded by Ald. Rue Simmons.

The Committee voted unanimously 3-0 to approve the project.

(A3.11) Sole Source Contract with Designs 4 Dignity for Interior Design Services for the Fleetwood-Jourdain Community Center
Staff recommends that City Council authorize the City Manager to execute a sole source contract to provide interior design services for the Fleetwood-Jourdain Community Center with Designs 4 Dignity (445 N. Wells, Suite 402, Chicago, IL 60654) in the amount of $35,000.00. Funding for this project will be provided from the Good Neighbor Fund (Account 415.40.4218.62145 – 618008), which has an FY 2018 budget allocation of $325,000.00 for this project.

For Action
Ald. Suffredin moved to recommend City Council authorize the City Manager to execute a sole source contract to provide interior design services for the Fleetwood-Jourdain Community Center with Designs 4 Dignity in the amount of $35,000.00, seconded by Ald. Rue Simmons.

PUBLIC COMMENT
James Engelman supports the interior design contract for Fleetwood-Jourdain.

The Committee voted unanimously 3-0 to approve the contract.

Staff recommends that City Council authorize the City Manager to execute a contract to provide construction management services for the Robert Crown Community Center, Ice Complex and Library (RFP 17-57) with Bulley & Andrews
(1755 W. Armitage Avenue, Chicago, IL 60622). The initial contract recommendation is for pre-construction services only in the amount of $41,510.00. A recommendation for construction services will occur upon successful completion of the pre-construction phase, completion of the project’s design documentation and negotiation of the construction price. Funding for this project will be provided from Capital Improvement Program (CIP) 2018 General Obligation Bonds (Account 415.40.4118.65515 – 616017).

**For Action**

Ald. Rue Simmons moved to recommend City Council authorize the City Manager to execute a contract to provide construction management services for the Robert Crown Community Center, Ice Complex and Library (RFP 17-57) with Bulley & Andrews for initial contract recommendation for pre-construction services only in the amount of $41,510.00, seconded by Ald. Suffredin.

**PUBLIC COMMENT**

Dan Stein, President of Friends of the Robert Crown Center, expressed his support for the contract and his organization’s continued commitment to raising funds for the Crown Community Center project.

The Committee voted unanimously 3-0 to approve the contract.

(A4) **Ordinance 34-O-18, Authorizing the City to Borrow Funds from the Illinois Environmental Protection Agency Public Water Supply Loan Program**

Staff recommends City Council adopt Ordinance 34-O-18 authorizing the City to borrow funds from the Illinois Environmental Protection Agency (IEPA) Public Water Supply Loan Program for the construction of the Clearwell 9 Replacement Project. This ordinance authorizes the City to borrow up to $25,000,000. The debt service will be paid from the Water Fund.

**For Introduction**

Ald. Rainey moved to recommend City Council adoption of Ordinance 34-O-18 authorizing the City to borrow funds from the Illinois Environmental Protection Agency (IEPA) Public Water Supply Loan Program for the construction of the Clearwell 9 Replacement Project authorizing the City to borrow up to $25,000,000, seconded by Ald. Rue Simmons.

The Committee voted unanimously 3-0 to adopt the ordinance.

(A5) **Ordinance 11-O-18, Amending City Code Title 1, Chapter 11 to Update Operational Functions with the Finance Division**

City staff recommends City Council adoption of Ordinance 11-O-18 which amends Title 1, Chapter 8 of the City Code to reflect current City operations with respect to the Finance Division.

**For Introduction**

Ald. Suffredin moved to recommend City Council adoption of Ordinance 11-O-18 which amends Title 1, Chapter 8 of the City Code to reflect current City operations with respect to the Finance Division, seconded by Ald. Rue Simmons.
The Committee voted unanimously 3-0 to adopt the ordinance.

(A6) **Ordinance 32-O-18, Decreasing the Number of Class D Liquor Licenses for Kabul House located at 2424 Dempster Street**
Staff recommends City Council adoption of Ordinance 32-O-18, amending City Code Subsection 3-4-6-(D) to decrease the number of authorized Class D liquor licenses from fifty-one (51) to fifty (50). Kabul House located at 2424 Dempster Street is not renewing its liquor license. **Staff recommends suspension of the rules for Introduction and Action at the February 12, 2018 City Council meeting.**

**For Introduction and Action**
Ald. Rue Simmons moved to recommend City Council suspend the rules and adopt Ordinance 32-O-18, amending City Code Subsection 3-4-6-(D) to decrease the number of authorized Class D liquor licenses from fifty-one (51) to fifty (50), seconded by Ald. Rainey.

The Committee voted unanimously 3-0 to suspend the rules and adopt the ordinance.

(A7) **Ordinance 31-O-18, Amending City Code Section 3-4-6 By Creating the New Class X Liquor License**
Local Liquor Commissioner recommends City Council to adopt Ordinance 31-O-18, amending City Code Section 3-4-6 by creating the new Class X Liquor License. Ordinance 31-O-18 was prepared to allow arts and crafts studios the sale of beer and wine for on-site consumption.

**For Introduction**
Ald. Rainey moved to recommend City Council adopt Ordinance 31-O-18, amending City Code Section 3-4-6 by creating the new Class X Liquor License. Ordinance 31-O-18 was prepared to allow arts and crafts studios the sale of beer and wine for on-site consumption, seconded by Ald. Suffredin.

The Committee voted unanimously 3-0 to adopt the ordinance.

(A8) **Ordinance 33-O-18, Amending City Code Section 3-4-6 By Creating the New Class F-2 Liquor License**
Local Liquor Commissioner and staff recommend City Council adopt Ordinance 33-O-18, amending City Code Section 3-4-6 creating the new Class F-2 Liquor License for a retail liquor dealer/gourmet food and amenity store.

**For Introduction**
This item was held in Committee until March 12, 2018.

IV. ITEMS FOR DISCUSSION

(APW1) **Steps Toward Homeownership: Update on Homeownership Resources and Small Lot Housing**
Staff provides updated information on resources available to moderate and middle income households seeking to purchase homes in Evanston. Staff is developing a web page with information about mortgage products, pre-purchase...
counseling and other resources, and will discuss additional strategies to expand ownership among moderate and middle income households.

For Discussion
Housing and Grants Manager Sarah Flax asked the Committee to consider 2122 Darrow as a test for special use for small lot homes because the City owns the property. Ald. Rue Simmons supports this proposal as an option for affordable housing.

Ald. Rainey suggested looking at the Central Street properties that Dan Schermerhorn presented at the Zoning Board of Appeals meeting last week.

Housing and Grants Manager Flax will return to the Committee prior to the May rollout with information from preferred lenders that are experienced with IHDA loan requirements.

V. COMMUNICATIONS

VI. ADJOURNMENT
Ald. Rainey moved to adjourn, seconded by Ald. Rue Simmons. The Committee voted unanimously 3-0 to adjourn at 6:53pm.
To: Honorable Mayor and Members of the City Council
    Administration and Public Works Committee

From: Ashley King Interim Chief Financial Officer
      Tera Davis, Accounts Payable Coordinator

Subject: City of Evanston Payroll and Bills

Date: March 8, 2018

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

Summary:
Payroll – February 5, 2018 through February 18, 2018 $3,309,410.71
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Bills List – March 13, 2018 $2,946,656.87

General Fund Amount – Bills list $360,827.62

TOTAL AMOUNT OF BILLS LIST & PAYROLL $6,256,067.58

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

Credit Card Activity – Period Ending January 31, 2018
Bank of America $154,726.19
BMO $3,642.38

Attachments:
Bills List
January Credit Card Transactions
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**Total** | **880.59** |

| 3605 ECOLOGY CENTER | ECOLOGY CENTER TRIPS | 141.48 |
| 62295 MATT POOLE | ANNUAL FIRE ALARM INSPECTION | 225.00 |

**Total** | **366.48** |

| 3710 NOYES CULTURAL ARTS CENTER | UTILITIES NICOR | 549.33 |
| 64015 NICOR | | |

**Total** | **549.33** |

| 3720 CULTURAL ARTS PROGRAMS | DIRECTOR ECT SPRING PRODUCTION 2ND PAYMENT | 875.00 |
| 62505 DONALD KOLAKOWSKI | DIRECTOR EVANSTON CHILDREN'S THEATRE SPRING SHOW | 1,125.00 |
| 65095 OFFICE DEPT | OFFICE SUPPLIES | 75.32 |

**Total** | **2,075.32** |

| 3806 CIVIC CENTER SERVICES | UTILITIES NICOR | 1,011.66 |
| 65090 CINTAS FIRST AID & SUPPLY | | |

**Total** | **1,011.66** |

| 4005 PUBLIC WORKS AGENCY ADMIN | BUSINESS CARDS (L. PEREZ) | 78.00 |
| 65059 CINTAS FIRST AID & SUPPLY | FIRST AID CABINET | 61.13 |

**Total** | **139.13** |

| 4300 ENVIRONMENTAL SERVICES | COMMUNICATION CHARGES | 10.02 |
| 65090 CINTAS FIRST AID & SUPPLY | OFFICE SUPPLIES | 103.49 |

**Total** | **113.51** |

| 4330 GREENWAYS | NAME PLATES FOR ROSE GARDEN BENCHES | 90.00 |
| 65070 RUSCO POWER EQUIPMENT | MINOR EQUIPMENT FOR GREENWAYS | 70.97 |

**Total** | **160.97** |

| 4400 CAPITAL PLANNING & ENGINEERING | BUSINESS CARDS - PIA VENATTA AND CUEVO SHIPPING | 78.00 |
| 62199 NATIONAL AWARDS & FINE GIFTS | | |

**Total** | **86.86** |

| 4500 INFRASTRUCTURE MAINTENANCE | COMMUNICATION CHARGES | 106.02 |
| 64006 COMED UTILITIES | | |

**Total** | **106.02** |

| 4510 STREET MAINTENANCE | UPM COLD PATCH | 2,912.92 |
| 65055 ARROW ROAD CONSTRUCTION | | |

**Total** | **2,912.92** |

| 4520 TRAF. SIG & ST LIGHT MAINT | UTILITIES COMED | 25,349.42 |
| 62315 FEDERAL EXPRESS CORP. | | |

**Total** | **25,349.42** |

| 4550 MAINT-SNOW & ICE | SNOW EMERGENCY FEB 2018 | 1,440.00 |
| 62451 ALERT TOWING, INC. | | |

**Total** | **1,440.00** |

| 100 GENERAL FUND | WEST VILLAGE BANNERS | 2,615.50 |
| 65032 BLACK BUSINESS CONSORTIUM OF EVANSTON NORTH SHORE | | |

**Total** | **2,615.50** |

| 5300 ECON. DEVELOPMENT | WEST VILLAGE BANNERS | 2,615.50 |
| 65032 BLACK BUSINESS CONSORTIUM OF EVANSTON NORTH SHORE | | |

**Total** | **2,615.50** |

| 100 GENERAL FUND | | |

**Total** | **2,615.50** |

| 176 HEALTH AND HUMAN SERVICES | MENTAL HEALTH CRISIS WORKER MARCH 18 | 6,111.08 |
| 62491 PRESENCE BEHAVIORAL HEALTH | | |

**Total** | **6,111.08** |

| 4651 HEALTH & HUMAN SERVICES | MENTAL HEALTH SOCIAL WORKER MARCH 18 | 5,590.00 |
| 62491 PRESENCE BEHAVIORAL HEALTH | | |

**Total** | **5,590.00** |

| 176 HEALTH AND HUMAN SERVICES | | |

**Total** | **11,611.08** |

**Total** | **11,611.08** |
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520 SOLID WASTE FUND

4310 RECYCLING AND ENVIRONMENTAL MAIN

520 SOLID WASTE FUND Total

600 FLEET SERVICES FUND

7705 GENERAL SUPPORT

7705 GENERAL SUPPORT Total

7710 MAJOR MAINTENANCE

65060 APC STORES, INC., DBA BUMPER TO BUMPER

65060 APC STORES, INC., DBA BUMPER TO BUMPER #49 WEATHERTIGHT FLOOR MATS 110.00

65060 NEVARR INC #759 GENERATOR SERVICE 517.16

65060 CHICAGO PARTS & SOUND, LLC MAP SENSOR 131.76

65060 CHICAGO PARTS & SOUND, LLC BRAKE PARTS 1,035.40

65060 LAWSON PRODUCTS, INC. LOCK NUTS 108.00

65060 SIGLER'S AUTOMOTIVE & BODY SHOP, INC. BODY REPAIRS TO COE VAN#765 1,675.60

65060 ORLANDO AUTO TOP #348 INSTALLED WINDSHIELD 590.00

65060 GOLF MILL FORD TURN SIGNAL MODULE #68 322.93

65060 GOLF MILL FORD SENSOR 67.65

65060 GOLF MILL FORD RESERVOIR #638 235.61

65060 GOLF MILL FORD REGEN TRUCK 192.00

65060 GOLF MILL FORD KEY BLANKS 104.80

65060 GOLF MILL FORD HOSE & LEVER #50 98.25

65060 GOLF MILL FORD HOSE #134 36.59

65060 GOLF MILL FORD FLIP KEY 115.45

65060 GOLF MILL FORD BOLT 2.80

65060 GOLF MILL FORD AXLE SEALS #618 110.15

65060 GOLF MILL FORD AXLE ORING 4.71

65060 GOLF MILL FORD BOLT 2.80

65060 GOLF MILL FORD CRIMP 522.88

65060 GOLF MILL FORD FLIP KEY 115.45

65060 GOLF MILL FORD SENSOR 67.65

65060 GOLF MILL FORD TURN SIGNAL MODULE #68 322.93

65060 ORLANDO AUTO TOP #348 INSTALLED WINDSHIELD 590.00

65060 SIGLER'S AUTOMOTIVE & BODY SHOP, INC. RESERVOR #68 490.00

65060 SIGLER'S AUTOMOTIVE & BODY SHOP, INC. LOCK NUTS 108.00

65060 CHICAGO PARTS & SOUND, LLC BOLT 2.80

65060 CHICAGO PARTS & SOUND, LLC SENSOR 67.65

65060 CHICAGO PARTS & SOUND, LLC TURN SIGNAL MODULE #68 322.93

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600 FLEET SERVICES FUND Total

601 EQUIPMENT REPLACEMENT FUND

62402 NISSAN MOTOR ACCEPTANCE CORP | MARCH LEASE PAYMENT | 927.44   |

7780 VEHICLE REPLACEMENTS Total

601 EQUIPMENT REPLACEMENT FUND Total

Grand Total

1,280,618.78
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**Grand Total**: **2,946,656.87**
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<td>01/25/2018</td>
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<td>01/29/2018</td>
<td>65060 MATERIALS TO MAINTAIN AUTOS</td>
<td>I-PASS REPLACEMENT</td>
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<td>01/17/2018</td>
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<td><strong>T</strong>'S AND NIPPLES - THERE IS NO TAX SHOWING ON THE RECEIPT</td>
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<td>01/26/2018</td>
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<td>ADMIN SVCS/FLIGHT 4TE LDTEOFSTATESFEE</td>
<td>$2.37</td>
<td>01/31/2018</td>
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<td>ADMIN SVCS/HUMAN RES CROWN TROPHY 54</td>
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<td>01/11/2018</td>
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<td>ADMIN SVCS/HUMAN RES EQF TALK CORP</td>
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<td>01/11/2018</td>
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<td>ADMIN SVCS/HUMAN RES BOXWOOD TECHNOLOGY</td>
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<td>ADMIN SERVICES PPA</td>
<td>$165.00</td>
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<td>JOB POSTING/ADVERTISING FOR PARKS AND REC</td>
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<td>TRANSACTION FEE FOR WORKABLE PURCHASE/SUBSCRIPTION</td>
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<td>01/23/2018</td>
<td>65255 FOOD</td>
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<td>ADMIN SVCS/INFO SYS C.J WALL-ST-JOURNAL</td>
<td>$36.89</td>
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<td>65255 TRAINING &amp; TRAVEL</td>
<td>REFRESHMENTS ADMIN SERVICES DEPARTMENT MEETING</td>
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<td>ADMIN SVCS/INFO SYS SOLARWINDS</td>
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<td>$ 35.00</td>
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<td>$ 259.00</td>
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<td>01/11/2018</td>
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<td>$ 58.86</td>
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<td>REFRESHMENTS FOR BOOST YOUR BRAIN AND MEMORY CLASS AT WALCHIRR APARTMENTS</td>
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<td>$ 264.00</td>
<td>01/04/2018</td>
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<td>PRCS/FLEETWOOD JOUR CNTR COLLARTREE</td>
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<p>| TOTAL | 154,726.19 |</p>
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<th>TRANSACTION AMOUNT</th>
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<th>COST ALLOCATION : EXPENSE OBJECT</th>
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<td>12/29/2017</td>
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<td>1/8/2018</td>
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<td>$ 149.00</td>
<td>1/9/2018</td>
<td>62295 TRAINING &amp; TRAVEL</td>
<td>ONLINE DATA SCIENCE TRAINING FOR HILLARY BLATA</td>
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<td>$ 164.00</td>
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<td><strong>$ 3,642.38</strong></td>
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Memorandum

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

From:  Ashley King Interim Chief Financial Officer
        Tera Davis, Accounts Payable Coordinator

Subject:  Amazon Credit Card Activity

Date:  March 8, 2018

Recommended Action:
Staff recommends approval of the City of Evanston’s Amazon Credit Card Activity for
the period ending January 31, 2018.

Summary:
Amazon Credit Card Activity – Period Ending January 31, 2018 $12,469.91

Attachments:
Amazon January Credit Card Transactions
Bank of America Credit Card Statement for the Period Ending January 31, 2018

TRANSACTION
AMOUNT
POSTING DATE
53.35
01/03/2018
24.32
01/05/2018
56.32
01/09/2018
29.95
01/09/2018
123.27
01/15/2018
64.10
01/15/2018
28.78
01/15/2018
67.42
01/15/2018
27.62
01/18/2018
21.22
01/19/2018
8.80
01/19/2018
81.07
01/19/2018
62.98
01/22/2018
21.96
01/22/2018
39.99
01/22/2018
246.88
01/23/2018
127.31
01/24/2018
28.70
01/26/2018
59.99
01/29/2018
31.45
01/30/2018
99.00
01/30/2018
32.99
01/31/2018
162.94
01/31/2018
176.20
01/08/2018
139.98
01/09/2018
237.00
01/09/2018
87.78
01/10/2018
23.82
01/15/2018
52.93
01/02/2018
225.98
01/25/2018
24.00
01/03/2018
1,499.40
01/04/2018
1,499.40
01/04/2018
127.30
01/04/2018
143.43
01/04/2018
69.99
01/04/2018
181.85
01/08/2018
360.57
01/08/2018

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FIRE/ADMINANSTON
POLICE DEPT/ADMIN
POLICE DEPT/ADMIN
PRCS/CHAND NEWB CNTR

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49.10
63.32
329.90
677.95
45.28
239.99
479.99
25.90
42.12
38.98
22.96
13.70

01/08/2018
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01/08/2018
01/08/2018
01/22/2018
01/22/2018
01/26/2018
01/31/2018
01/04/2018
01/15/2018
01/03/2018
01/04/2018
01/05/2018

65555 PERSONAL COMPUTER EQ
64545 (IS ONLY) PERSONAL COMP SOFTWARE
64545 (IS ONLY) PERSONAL COMP SOFTWARE
64510 TELECOMM EQ (IS)
62449 CITATION AND SECONDARY COLLECTABLE
62250 COMPUTER EQUIPMENT MAINT.
62250 COMPUTER EQUIPMENT MAINT.
65555 PERSONAL COMPUTER EQ
65095 OFFICE SUPPLIES
65040 JANITORIAL SUPPLIES
65095 OFFICE SUPPLIES
65095 OFFICE SUPPLIES
65110 REC PROGRAM SUPPLIES

PRCS/CHAND NEWB CNTR
PRCS/CHAND NEWB CNTR
PRCS/CHAND NEWB CNTR
PRCS/CHAND NEWB CNTR

AMAZON.COM
AMAZON MKTPLACE PMTS
AMAZON.COM
AMAZON.COM

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66.51
31.38
20.53
41.94

01/12/2018
01/18/2018
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01/23/2018

65025 FOOD
65095 OFFICE SUPPLIES
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65095 OFFICE SUPPLIES
62490 OTHER PROGRAM COSTS
62490 OTHER PROGRAM COSTS
65110 REC PROGRAM SUPPLIES
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March 12, 2018

COST ALLOCATION - EXPENSE OBJECT
65050 BUILDING MAINTENANCE MATERIAL
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65085 MINOR EQUIP & TOOLS
65095 OFFICE SUPPLIES
65050 BUILDING MAINTENANCE MATERIAL
65090 SAFETY EQUIPMENT
65090 SAFETY EQUIPMENT
65090 SAFETY EQUIPMENT
65050 BUILDING MAINTENANCE MATERIAL
65040 JANITORIAL SUPPLIES
65050 BUILDING MAINTENANCE MATERIAL
65050 BUILDING MAINTENANCE MATERIAL
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65095 OFFICE SUPPLIES
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65090 SAFETY EQUIPMENT
65050 BUILDING MAINTENANCE MATERIAL
65095 OFFICE SUPPLIES
62360 MEMBERSHIP DUES
65050 BUILDING MAINTENANCE MATERIAL
65085 MINOR EQUIP & TOOLS
65060 MATERIALS TO MAINTAIN AUTOS
65060 MATERIALS TO MAINTAIN AUTOS
65085 MINOR EQUIPMENT AND TOOLS
65090 SAFETY EQUIPMENT
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65095 OFFICE SUPPLIES
65555 PERSONAL COMPUTER EQ
65555 PERSONAL COMPUTER EQ
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65555 PERSONAL COMPUTER EQ
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65555 PERSONAL COMPUTER EQ

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EXPENSE DESCRIPTION
MATERIALS FOR MAYORS OFFICE
IPHONE CASES
IPHONE CHARGERS
OFFICE SUPPLIES
ELECTRICAL MATERIALS
EYEWASH STATION REFILL
FIRST AID KIT SUPPLIES
HAND SANITIZERS
ELECTRICAL SUPPLIES
AIR FRESHENERS
ELECTRICAL SUPPLIES
BODY CAMERA MATERIALS
FITNESS ROOM EQUIPMENT
OFFICE SUPPLIES
FITNESS ROOM EQUIPMENT
FANS FOR BUILDINGS
VAN STOCK
EMERGENCY EXIT SIGN HOLDERS
HUMIDIFIER
OFFICE SUPPLIES
PRIME MEMBERSHIP
TOASTER
TOOLS
20 SNOW BRUSH SCRAPERS FOR CITY VEHICLES
12/24V LED FLOOD LIGHTS
MAGNETIC WORK LIGHTS
EXTENSION CORDS W/SURGE PROTECTOR FOR FLEET DEPT
FLOURESCENT LIGHTS FOR AMBULANCES
OFFICE SUPPLIES
OFFICE SUPPLIES
#17178 DELL 7.4MM TO 4.5MM DONGLE DC POWER CONVERTER CABLE
#17016 12X DELL MONITOR FOR PRCS
#17016 3X DELL MONITOR FOR PRCS, 9X SPARE MONITOR
#17178 5 DELL CHARGERS
DELL DOCK FOR IT LAPTOP
WIRELESS KEYBOARD AND MOUSE COMBO FOR IT
#17203 10 DISPLAYPORT CABLE, GIGABIT LAN NETWORK ADAPTER
#17554 CISCO VOIP PHONE
2 OMNI-DIRECTIONAL ANTENNA FOR OPENGEAR FOR CUSTER/BRUMMEL AND
CUSTER/HOWARD
BROTHER LABEL PRINTER CARTRIDGES
IEC MAINS POWER CORDS
MICROSD STORAGE CARDS - IP CAMERAS
#17738 RECEIPT PRINTER FOR COLLECTORS
REPLACEMENT WHEELS FOR CART
#17990 FIRE STATION 5 EMERGENCY DIALER
#18146 REPLACEMENT CHROMEBOOK FOR COMMANDER DUGAN.
CD OFFICE SUPPLIES.
JANITORIAL SUPPLIES
PRINTER TONER
WIRE IDENTIFICATION TAPE
SAFETY GOGGLES FOR BLUE ROOM CLASS SCIENCE PROJECT
GOLD FISH COFFEE AND CREAMER FOR TIME TOGETHER DROP IN PROGRAM
NOTEBOOKS PENS AND HEART SHAPES FOR OFFICE AND BLUE ROOM
COFFEE SWEETENER FOR TIME TOGETHER
GOLDFISH CRACKERS FOR TIME TOGETHER
LARGE MANILA ENVELOPES FOR MAILING CAMP REGISTRATION INFORMATION
TO TED FUND PARTICIPANTS
ANIMAL CARE SUPPLIES
ANIMAL CARE SUPPLIES
BLACK HISTORY SUPPLIES
BLACK HISTORY SUPPLIES
BLACK HISTORY SUPPLIES
WALL SUPPLIES FOR BLACK HISTORY
BLACK HISTORY SUPPLIES
BLACK HISTORY SUPPLIES
COSTUMES/PROPS
CLEANING SUPPLIES FOR NUTCRACKER COSTUMES
CLEANING SUPPLIES FOR NUTCRACKER COSTUMES
WALL CALENDAR
CLEANING SUPPLIES FOR NUTCRACKER COSTUMES
PAPER / INK FOR PRESCHOOL ASSESSMENT PHOTO PRINTER
CAMERAS FOR PRESCHOOL ASSESSMENTS

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**JANUARY AMAZON TOTAL** $12,469.91
Memorandum

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

From: Erika Storlie, Interim Community Development Director
       Sarah Flax, Housing and Grants Administrator
       Savannah Clement, Housing Policy and Planning Analyst

Subject: Pilot Landlord Rehabilitation Assistance Program

Date: February 27, 2018

Recommended Action:
Staff presents for City Council’s consideration a Pilot Landlord Rehabilitation Assistance Program to support improvements and repairs for rental units that are committed to be rented to households earning 60% of AMI. The proposed program budget is $200,000 for the 2018 fiscal year and will be provided from the Affordable Housing Fund.

Funding Source:
Affordable Housing Fund, 250.21.5465.65535. The Affordable Housing Fund has a current uncommitted cash balance of approximately $800,000.

Livability Benefits:
Built Environment: Support housing affordability; provide compact and complete streets and neighborhoods; and

Equity & Empowerment: Ensure equitable access to community benefits, and support poverty prevention and alleviation.

Discussion:
At its meeting on January 8, 2018, the Administrative and Public Works Committee directed staff to develop a pilot rehabilitation assistance program for local landlords who currently provide rental units at affordable rates but need funds to improve their properties.

The Landlord Rehabilitation Assistance Program (LRAP) is a forgivable loan program based on the Economic Development Division’s Storefront Modernization Program. The program would provide eligible participants with funding for 50% of the project costs, upon the completion of their approved building rehab work, up to $50,000. Participants are responsible for submitting billing and payment requests to the City. The participant will be responsible for 50% of all payments to all contractors, material suppliers, and
vendors. The City will provide the remaining 50%. However, the City will not make payments of less than $10,000, unless the payment is for the project’s final bill. Applicants that have received assistance from this program within the last ten years are not eligible for funding.

As with the Storefront Modernization Program, funding assistance provided through LRAP will be in the form of a forgivable loan. The affordability period, or term, of the forgivable loan will be contingent on the amount of the loan. For loans under $10,000, the term is ten years; for loans between $10,000 and under $25,000, the term is 15 years; and for loans between $25,000 and $50,000, the term is 20 years. If the rehab work is for one unit, then the affordability terms will only apply to that unit. If the rehab work is for something that affects the whole building, such as roof work or HVAC systems, then the entire building is subject to the affordability terms. Landlords will be required to submit annual compliance reports for the duration of their forgivable loan's terms in order to ensure the building or unit(s) maintains affordability.

In addition, all projects completed through this program must conform to the City of Evanston Property Rehabilitation Standards for the HOME Investment Partnerships Program/Community Development Block Grant (attached). These standards provide guidelines for increased energy efficiency, eradication of environmental hazards such as lead-based paint, and accessibility.

Staff recommends that the Housing and Homelessness Commission review applications and provide a recommendation to the Administration & Public Works Committee of the City Council for review and final approval by City Council.

More details on the pilot program can be found in the attached draft program guidelines. Based on feedback from the City Council, staff will finalize the draft program guidelines, develop a program agreement (similar to the Storefront Modernization Program), and provide publicly for application by landlords on or before May 1, 2018.

Prior to the conclusion of 2018, staff will return with an update on the progress of the program and seek direction on its continued use in 2019.

Attachments:
- Draft Landlord Rehabilitation Assistance Program Guidelines
- City of Evanston Property Rehabilitation Standards for the HOME Investment Partnerships Program/Community Development Block Grant
City of Evanston
Landlord Rehabilitation Assistance Program

Program Guidelines

COMMUNITY DEVELOPMENT DEPARTMENT
HOUSING & GRANTS DIVISION
2100 RIDGE AVENUE, EVANSTON, ILLINOIS 60201
847-448-4311 | WWW.CITYOFEVANSTON.ORG
Program Purpose and Overview

The purpose of the Landlord Rehabilitation Assistance Program (“the Program”) is to maintain existing affordable housing throughout the city by providing financial assistance to local landlords. The Program is for landlords that own and manage affordable rental units in Evanston.

Program participants are eligible to receive City funding upon the completion of their approved rehabilitation work (“the Project”). The funding is in the form of a loan, forgivable over a specified time period that is contingent on the loan amount. Applicants seeking funding for building improvements are eligible for up to 50% of the total project cost, for a maximum amount of $50,000 in City funding. Applicants that have received assistance from this Program within the last ten years are not eligible for funding.

The Program is managed and administered by the Housing and Grants Division of the Community Development Department.

Eligibility Criteria

Eligible participants of the Program include rental property owners with income qualified tenants in the building or unit(s) being rehabbed. A property owner of affordable rental units must:

- Be current on all fees and taxes owed to the City of Evanston;
- Be in good standing with the City regarding code violations and inspections;
- Have income qualified tenants that are at or below 60% of area median income at initial occupancy; and
- Re-certify household incomes on annual basis to ensure that they are at or below 80% AMI after initial occupancy.

The needs of the property will be evaluated and rehabilitation project specifications will be prioritized to address the following conditions, listed in order of priority:

1. **Code Violations and Life-Safety Needs:** These items are included in the City of Evanston’s housing code, building code and rehabilitation standards, oftentimes the building owner may have been given a written notice of a violation by the City’s Building Department of Property Standards Division.
   - Life threatening conditions
   - Health and safety items
   - Items which alleviate a physical hardship for disabled or elderly tenants, such as egress ramps, grab bars, mobility modifications to kitchen and baths, etc.

2. **Incipient code violations:** These items include those elements which will lengthen the useful life of the structure, but are not yet an immediate threat to the occupants or the structure.

3. **Energy and resource conservation:** These items are directly related to the conservation of energy and resources by upgrading the dwelling’s thermal protection, installing water saving fixtures, installing energy-efficient furnaces or other major mechanical equipment, and/or window replacement. These items are to conform to the Department of Housing and Urban Development’s “Initiative on Energy Efficiency in Housing.”
Rehabilitation activities which are generally eligible are replacement of major building components (roof, HVAC, plumbing, electrical, etc.) that are no longer functioning, replacement of windows and/or doors that are not safe and do not properly secure the home, modernization of kitchens and bathrooms, and interior/exterior property preservation (such as painting, siding, tuck pointing, soffit and fascia repair or replacement, etc.). All Projects completed through this Program must conform to the City of Evanston Property Rehabilitation Standards for the HOME Investment Partnerships Program/Community Development Block Grant.

Basic maintenance, including cleaning and repainting of units before being leased, and beautification, whether interior or exterior, would not be eligible expenses unless necessary to return the property to its condition after other eligible work described above has been performed. Creation of new or additional habitable space is not allowed as part of the scope of work.

Once the work specifications are agreed upon, the landlord will be responsible for soliciting a minimum of three (3) construction bids, with a preference for local MWEBE contractors, for all work. The landlord has the ultimate responsibility for selection of the contractor. If the lowest responsible bid is not accepted, the landlord must provide a justification for using another contractor.

Throughout the duration of the forgivable loan, the landlord will be required to submit annual compliance reports to the City in order to ensure the building or unit(s) remains affordable. If the landlord maintains compliance with the affordability restrictions for the life of the loan, the loan will be forgiven and the City’s lien will be released from the property.

**Landlord Rehabilitation Assistance Program Administration**

The Program provides participants the opportunity to receive funding of up to 50% of the total Project costs, upon approval and completion of rehabilitation work for the Project, up to an approved amount of less than or equal to $50,000. Participants are responsible for submitting billing and payment requests to the City. The participant shall pay 50% of the bill for completed work on the Project, and the City will pay the balance. The City shall not make payments of less than $10,000, unless the payment is for the Project’s final bill.

**Funding Source(s):** Projects will be funded through: The City’s Affordable Housing Fund.

**Payment/Forgivable Loan:** The funding is in the form of a loan, forgivable over a specified time period contingent on the loan amount, as follows:
- Under $10,000: 10-year affordability term
- Between $10,000 and under $25,000: 15-year affordability term
- Between $25,000 and up to $50,000: 20-year affordability term

If the rehab work is for one unit only, then the affordability terms would apply to that unit. If the rehab work is for the building as whole, such as roofing, HVAC, etc., then the entire building is subject to the affordability terms.

**Terms & Conditions**
In accordance with the Program Guidelines, the City of Evanston will provide financial assistance up to the approved amount of a project at no more than half of the total project cost. The funding will come in the form of a loan forgivable over the time period specified above.

Any draws paid by the City of Evanston pursuant to this program shall not be made until all work has been approved by the City. Additionally, all payments for said work must be made to directly to the contractors, material suppliers, and vendors. Participants of the Program must submit to the City of Evanston itemized invoices detailing work completed and materials purchased. Such invoices shall include proof of payment to all contractors, suppliers, and vendors. Documentation must be submitted within 45 days of project completion. The participant shall also submit unconditional lien releases and other documentation as required by this Program. The participant is responsible for 50% of all payments to all contractors, material suppliers, and vendors.

Any draws paid by the City of Evanston pursuant to this Program constitute loans made to the participants. Said loans will be forgiven, as described in the Program Agreement, however, if the property owner or successor-in-interest assumes the participant’s obligations of the Program Agreement pursuant to a City-approved assignment and assumption agreement, and continues to house income qualified tenants in the rehabilitated property and maintain the improvements for a specified period time period (10, 15, or 20 years) from the date the program agreement is signed without removing or significantly altering the Improvements, as determined by the City of Evanston in its sole discretion.

If the property owner sells the property owner or fails to maintain affordability through the life of the forgivable loan, the remaining share of the loan (prorated on a monthly basis) shall become due, plus three percent (3%) interest per annum payable to the City of Evanston is due within thirty (30) calendar days, unless the succeeding property owner or business owner (i) assumes the obligations of the Program Agreement pursuant to a City of Evanston approved assignment and assumption agreement, and (ii) does not make any changes to the property resulting in the removal of significant alteration to the Improvements, and maintains the Improvements for the specified time period in the loan (10, 15 or 20 years) from the date of the last payment made by the City for the Project. The prorated amount due will be obtained by multiplying the original loan amount times the percentage obtained by dividing the number of months remaining in the loan’s time period that commences on the month that the program agreement is signed and ends, which is the total number of months in the loan period.

Prevailing Wages: Projects utilizing Affordable Housing Funds are not required to comply with federal Davis-Bacon Prevailing Wages or State of Illinois Prevailing Wages.

Project Completion: Projects must be completed within 180 business days of receiving the Notice to Proceed by the City.

Property Taxes and Liens: Property taxes must be current, and participants may have no debts in arrears to the City when the Commitment Letter is issued. The property must also be clear of all other non-debt related liens.
City of Evanston Property Rehabilitation Standards

HOME Investment Partnerships Program/CDBG

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1. ADMINISTRATION

A. Introduction
The City of Evanston Property and Rehabilitation Standards (PRS) are designed to provide a standard framework for single-family housing (1-4 units) rehabilitation projects that are funded under the City of Evanston’s HOME Investment Partnerships Program and Community Development Block Grant Program (CDBG). All funded entities and/or subrecipients receiving funds from the City shall adopt and agree to abide by these standards.

Staff members of City-funded entities shall therefore use this document to:

- Implement the City’s priorities (see City of Evanston Consolidated Plan)
- Define the scope of work for each project
- Develop project work write-ups
- Assure required compliance with regulations
- Provide standards for quality, performance and durability

B. Applicable Codes, Regulations, Standards and Guidelines

These codes, regulations, standards and guidelines are hereby referenced as a part of the PRS:

1) The 2012 International Property Maintenance Code
2) State and local Building Codes, Zoning Codes and ordinances
3) The International Energy Conservation Code
4) The Uniform Physical Condition Standards (UPCS) of the Department of Housing and Urban Development
5) Manufacturers’ Standards and Installation Instructions
6) Residential Construction Performance Guidelines for Professional Builders and Remodelers
7) Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings
8) Regulation on Lead-Based Paint Hazards in Federally-Owned Housing and Housing Receiving Federal Assistance
9) The EPA Renovation, Repair and Painting Program Final Rule (RRP)
10) Residential Remodeling and Universal Design: Making Homes More Comfortable and Accessible
11) Uniform Federal Accessibility Standards (UFAS) and Illinois Accessibility Code (Note: Check applicability to single-family)
12) HUD Maintenance Guidebook #7 – Termite, Insect and Rodent Control
13) Uniform Federal Accessibility Standards or ANSI A117-1
14) The Materials and Methods Standards adopted by each subrecipient as per 24 CFR 92.251(b)(i)
15) Other standards as referenced in the text of the PRS
C. Categorization and Prioritization of Work

The Property and Rehabilitation Standards seek to set priorities for the scope of work to be completed in the rehabilitation of houses. The following definitions shall apply:

**Shall:** Means that the work related to this item must be done

**Should:** Means that, when economically feasible, work related to this item will be done

**May:** Means that, when economically feasible, work related to this item can, but will not necessarily, be done

**Shall not:** Designates items of work prohibited from being done

D. Minimum Property Standard

All rehabilitated properties shall, after rehabilitation, comply with the minimum requirements of the 2012 International Property Maintenance Code and the Uniform Physical Condition Standards (UPCS) of the Department of Housing and Urban Development. Provisions of the PRS shall supersede the Property Standard where more stringent, or protective, or in disallowance of work as ineligible. At no time shall a standard, specification or code be permitted that is less stringent than the minimum property standard hereby adopted. Repairs made as a part of the rehabilitation shall have a life expectancy of at least 5 years with a goal life expectancy of 15 years. Installations completed during the course of rehabilitation shall have a life expectancy of 15 or more years.

For rental housing, upon project completion, each of the following major systems must have a remaining useful life for a minimum of 15 years or the major systems must be rehabilitated or replaced as part of the rehabilitation work: structural support; roofing; cladding and weatherproofing (e.g., windows, doors, siding, gutters); plumbing; electrical; and heating, ventilation, and air conditioning.

E. Code Compliance

All work shall be done in compliance with the City of Evanston Building and Zoning Codes, and any other applicable ordinances.

Permits shall be obtained as required by the City and permitted work shall be inspected and approved by the City or its designee. Documentation of permits, inspections and approvals shall be maintained in the Subrecipient’s property case file for each project and submitted upon request to the City.
F. Suitability for Rehabilitation

Substandard dwellings that cannot be brought into compliance with these Property and Rehabilitation Standards and applicable code requirements shall be deemed not suitable for rehabilitation and shall not be rehabilitated. If the after rehab value of the assisted property is determined to exceed 95% of the median purchase price for the area as published by HUD, the property shall be considered not suitable for rehabilitation for non-compliance with 92.254 of the HOME regulation.

G. Enforcement

Any subrecipient, beneficiary, developer or contractor funded under the any of the applicable programs is contractually obligated to comply with the provisions of the PRS and failure to comply shall be considered a violation of the written agreement, loan agreement or contract and may result in termination of funding and repayment of funds expended.
2. WORK REQUIRED, ALLOWED AND PROHIBITED

A. Substandard Conditions and Allowed Improvements

Each item of work conducted under the City’s programs shall contribute to one or more of the following priorities, and items that do not contribute to one or more of the following priorities shall not be done. Conditions, the addressing of which contribute to achieving the following, shall be or should be considered to be substandard conditions, depending upon their seriousness and status of compliance with the applicable codes, standards and guidelines.

**Priority 1** – Shall be addressed immediately.

a. Life threatening deficiencies (Procedures yet to be defined – see code definition of “imminent danger”)

**Priority 2** – Deficiencies shall be remediated by the rehabilitation.

a. Meet all applicable code requirements for existing residential structures and the rehabilitation work conducted upon them.
b. Control or eliminate lead hazards
c. Treat incipient conditions which will result in deficiencies within 5 years.
d. Install disaster mitigation improvements (yet to be defined- See Durability by Design, 8.2 Recommended Practices, HUD PD & R 2002))
e. Protect health and safety of occupants and make the unit a “Healthy Home”
f. Improve accessibility to permit use by a person with a disability

**Priority 3** – Should be remediated and shall be remediated to the extent that project funding allows before addressing Priority 4 items.

a. Enhance energy efficiency
b. Protect and extend the life expectancy of the dwelling

**Priority 4** – Discretionary housing improvements may include modest amenities and aesthetic features if funding is sufficient. Examples include, but are not limited to:

- Improvements to the street presence (appearance) of the property, improving low (but adequate) water pressure, cracked window glass not posing a safety hazard, replacement of worn flooring, installation of all-weather driveway, repair of defective paint in post-1978 homes, replacement of worn countertops, replacement of non-functioning appliances, fencing for defensible space.
Discretionary housing improvements shall be in keeping with housing of a similar type in the community and must avoid luxury improvements. (See B below)

B. General Prohibited Work / Ineligible Items

Examples of prohibited work/ineligible items include, but are not limited to the installation of:

All materials, fixtures or equipment of a type or quality exceeding that customarily used on properties of the same general type as the property to be rehabilitated or reconstructed or built; reimbursement for an owner’s labor; room additions (unless required to comply with occupancy limitations at IPMC Section 404); purchase, installation or repair of furnishings; demolition that does not improve the structure or remediate a deficiency or unsafe condition; free standing concrete block walls; interior wood paneling; bookcases; barbeque pits/outdoor fireplaces; bath houses; swimming pools; dumbwaiters; greenhouses; photo murals; kennels; ceiling fans; new installation or repair of TV antennas; tennis courts; valances, cornice boards, and drapes; saunas and hot tubs; flower boxes; and installation of greenhouse windows.

Abandonment, repair or replacement of the above mentioned items is permissible as only required to mitigate a life safety risk, if disturbed during rehabilitation, or if required, per code, or to comply with these Property and Rehabilitation Standards.
3. QUALITY

A. Material Quality

New material of appropriate quality, meeting the requirements of referenced codes, standards and guidelines or codes in force in the jurisdiction, and meeting the specifications of the nationally recognized authority for the type of material, shall be used. The funded entity shall specify the appropriate material in the work write-up and specifications and materials and methods standards. Used material shall not be installed unless specified in the work write-up and approved by the property owner and by the funded jurisdiction prior to installation. Equipment and materials shall comply with the work write-up, materials and methods specifications and the Manufacturer’s Standards.

B. Work Quality Performance

Work quality shall conform to work write-ups and materials and methods specifications, which shall require compliance with Manufacturer’s Standards and Installation Instructions. The level of quality for the product installations delivered shall meet or exceed the “Residential Construction Performance Guidelines for Professional Builders and Remodelers,” Fourth edition or later.

4. LEAD-BASED PAINT HAZARD ELIMINATION

All residential properties subject to Title X and 24 CFR Part 35, HUD’s “Regulation on Lead-Based Paint Hazards in Federally Owned Housing and Housing Receiving Federal Assistance”, shall be rehabilitated in accordance with that regulation and the Illinois Lead Poisoning Prevention Code, 410 ILCS Part 845. All work on properties subject to the EPA Renovation, Repair and Painting Final Rule, 40 CFR 745, shall be rehabilitated in compliance with those rules. (See Section 16 below regarding accessory structures and outbuildings.)

A. Risk Assessment

For all properties subject to the lead regulations, in accordance with 24 CFR Part 35, a risk assessment and lead-based paint inspection shall be conducted, which shall identify lead-based paint and hazards on the entire site including, but not limited to, accessory structures and play areas. Any risk assessment shall be performed by an Illinois State Certified Risk Assessor in accordance with the requirements and guidelines found in Chapter 5 of the HUD Handbook – “Guidelines for the Evaluation and Reduction of Lead-Based Paint Hazards in Residential Housing”.

B. Work Practices and Occupant Protection

A Work Practice and Occupant Protection Plan shall be produced for each subject property in accordance with 77 IAC 845.255. When occupants are present in a property, occupants shall be temporarily,
voluntarily relocated as required in the HUD regulation. With some exceptions, the occupants shall be temporarily relocated before and during lead hazard reduction activities to a suitable, decent, safe and similarly accessible dwelling that does not have lead hazards. Occupants shall be allowed to remain in place only if they will be protected during their continued occupancy in accordance with the Work Practice and Occupant Protection Plan, which shall include a project time schedule and floor plans describing required containment areas, and which shall be submitted by the contractor and shall be approved by the Risk Assessor and the Rehabilitation Specialist, and acknowledged by the property owner and occupants before any work begins.

C. Security

When occupants are relocated, measures appropriate to maintaining the security of the property may be incorporated into the project.

D. Clearance

Prior to re-occupancy, clearance examinations shall be performed by qualified personnel and final clearance shall be achieved as required by the HUD and Illinois regulations. (77 IAC 845.295)

5. HISTORIC PRESERVATION

The rehabilitation of dwellings subject to the Section 106 review process of 36 CFR Part 800 and located within a residential historical district, or listed on the National Register of historic places, or locally landmarked, shall comply with the findings and recommendations of any pertinent historic preservation public body recognized or established by the local municipal jurisdiction in which the City-assisted property is located. Rehabilitation work shall be guided by the U.S. Department of the Interior's, “Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.”

6. FLOOD PLAIN MANAGEMENT

The rehabilitation of flood-prone residential structures shall comply with applicable federal, state and local regulations and laws. The rehabilitation of dwellings located in a floodplain in jurisdictions participating in the Flood Protection Management System shall comply with the applicable Federal Emergency Management Agency regulations and the “Design Manual for Retrofitting Flood-Prone Residential Structures”, or design standards determined by the local certified community.

7. ACCESSIBILITY AND UNIVERSAL DESIGN

A. Accommodation of Resident’s Needs
Modifications to accommodate the needs of residents with respect to accessibility and safety shall be made to the extent feasible and as limited by the configuration and construction of the property. Fire sprinklers shall be installed in homes for wheelchair-bound populations when economically feasible.

B. Modifications

All architectural elements newly built, modified, replaced or installed in the course of rehabilitation should, to the extent feasible, be in conformance with the precepts of Universal Design, as described in the HUD publication, “Residential Remodeling and Universal Design: Making Homes More Comfortable and Accessible”. Modifications made to improve accessibility should meet or exceed the requirements set forth in the Uniform Federal Accessibility Standards or ANSI A117.1.

C. Levels

One of the following levels of accessibility may be met, dependent upon the clients’ physical needs and financial resources:

Visitability:

1) No-step entry
2) Adequate doorways
3) Usable bathroom

Usable Home: If requested by a physically disabled occupant, home shall meet this level of accessibility when funding is available:

1) Accessible route into and through the dwelling unit
2) Accessible switches, outlets and controls
3) Reinforced walls for garb bar installation
4) Usable kitchens
5) Ground floor bedroom

Full Accessibility:

1) Wheelchair turning space in kitchen, bath and hall areas
2) Doors – maximize space and lever hardware throughout
3) Kitchen – accessible to wheelchair bound
4) Bathroom fixtures per universal design standard
5) Accessible controls in all areas
6) Communication devices in bath and at front and rear door

8. PEST MANAGEMENT
All required extermination of pests and vermin should be carried out by a pest management professional using the precepts of integrated pest management as outlined in the publications, “Guidance in Integrated Pest Management” from the U.S. Department of Housing and Urban Development and the HUD “Maintenance Guidebook #7 – Termite, Insect and Rodent Control.” Extermination activities shall minimize the use of poisons and pollutant substances within the living environment.

9. **FIRE PROTECTION AND SMOKE ALARMS**

All fire protection systems and devices shall be maintained in operable condition.

A. **Smoke Alarms**

Smoke alarms shall be installed in accordance with the International Residential Code, Section R313 Smoke Alarms or the requirements of the code in force in the local jurisdiction where its requirements are more protective. Smoke alarms shall receive primary power from the building wiring and shall have battery backup. Multiple smoke alarms shall be interconnected, such that activation of any one alarm will activate all others. Smoke alarms shall, at a minimum, be installed in the following locations:

1. On each story including basement and cellar
2. Alarms are not required in unfinished attics and crawlspaces
3. Outside of each bedroom
4. In each bedroom

Exceptions: Battery operated smoke alarms may be installed, and existing smoke alarms are not required to be interconnected, in existing areas of buildings where repairs do not disturb interior finishes, unless wires may be run through an attic or other space without disturbing interior surfaces.

When a dwelling is occupied by any hearing impaired person, smoke alarms shall have an alarm system designed for hearing impaired persons in accordance with NFPA 72 (or Successor Standards)

B. **Foam Plastic, Flame Spread and Smoke Density**

Foam plastic materials, walls and ceiling finish materials and insulation materials that have a flame-spread classification greater than 200, or a smoke-developed index greater than 450, shall not be installed during construction, rehabilitation, or repair, as outlined in the International Residential Code, Section 315. Where these types of materials exist, they shall be covered with safe materials or removed and replaced. (Note: This section may not pertain to conditions commonly found)

10. **ENERGY CONSERVATION**
a) Each assisted dwelling unit should be made more energy efficient.
b) Energy evaluation shall be conducted either by a local program representative, using the Applicable Project Recommendations and the Home Energy Saver calculation of the HUD Energy Efficient Rehab Advisor available at www.rehabadvisor.pathnet.org, or by a qualified Energy Evaluator using an equivalent or more detailed analytic system.
c) Energy conservation measures evaluated to have a payback period of 5 years or less shall be accomplished to the maximum extent feasible and as limited by available funding and the existing construction in accordance with the International Energy Conservation Code.
d) Equipment, appliances, windows, doors and appurtenances replaced during rehabilitation shall be replaced with Energy Star qualified products.
e) All heating and cooling systems shall undergo system-specific maintenance and all fuel burning heating systems shall undergo system-specific maintenance and combustion efficiency analysis.
f) Heating and cooling equipment over 15 years old, or which cannot be repaired to a condition having a life expectancy of at least 5 years, shall be replaced. Replacement heating and/or cooling systems shall be properly sized as evidenced by completion of ACCA/ANSI Manual J® or an equivalent sizing calculation tool. Replacement gas-fired forced air furnaces shall be 90% or more efficient and shall be of two-pipe design drawing combustion air from the exterior.
g) All air ducts shall be tightly sealed where accessible.
h) Heating or cooling supply runs through unconditioned space shall be avoided and, when present, should be rerouted. When runs through unconditioned space are present, in a condition where they must remain in unconditioned space, they shall be insulated.
  Installed lighting fixtures shall be of the compact fluorescent or similarly energy efficient type.
  Bulbs replaced in existing fixtures should be of the compact fluorescent or LED type.

11. ENVIRONMENTAL QUALITY

The scope and conduct of rehabilitation of each dwelling unit shall take into consideration the improvement and maintenance of satisfactory and healthy air quality within the unit.

a) Carbon monoxide alarms shall be installed in residential units where fossil fuels are combusted, and residential units with attached garages. Carbon monoxide alarms installed as per manufacturers’ recommendations shall be present in such dwelling units within 15 feet of each room used for sleeping as per 430 ILCS 135. Carbon monoxide alarms should be present or installed on each floor of the dwelling, may be installed in each bedroom, or in accordance with local code where requirements are more protective. Alarms should receive primary power from the building wiring. When installed in combination with interconnected smoke alarms, they shall be hardwired and interconnected with the smoke alarms.
b) In any planned work area where it is suspected that friable asbestos may exist or be disturbed, rehabilitation work shall not be conducted until a determination is made by properly licensed firms, and trained or accredited persons. Such work shall be conducted in a manner which complies with applicable asbestos laws and regulations. Remediation shall be accomplished as required by the assessment.

c) Each assisted dwelling unit shall be tested for radon. Testing may be done by a licensed radon measurement professional or the property owner. When testing is performed by the property owner, instructions for testing using short-term testing devices shall be provided by the rehabilitation program. The property owner shall perform short-term measurement carried out in accordance with the instructions of the device manufacturer. The short-term test shall be carried out in accordance with IAC Title 32, Part 422, Section 422, Appendix B, Recommended Testing strategy for Measurements in Buildings Involved in Real Estate Transactions. If the test result is less than 4pCi/L, remediation is not required and the property owner shall be advised to re-test in two years. If the test result exceeds the recommended action level, currently 4pCi/L, remediation by a licensed radon mitigation specialist shall be performed to meet or exceed the requirements of the International Residential Code, Appendix F.

d) Any presence of mold is unacceptable and shall be addressed per the National Center for Healthy Housing protocol “Creating a Healthy Home” at http://www.nchh.org/Portals/0/Contents/FloodCleanupGuide_screen_.pdf

e) Water infiltration and dampness shall be eliminated. Elements of the building envelope and site drainage shall shed water and shall provide drainage to a suitable location. Sources of excess moisture and condensation within the building envelope shall be mitigated.

f) Mechanical ventilation to remove excess moisture and indoor pollutants from the living spaces may be installed.

g) Installations shall use paperless gypsum board or cement board at all potentially damp areas to prevent mold.

h) Installed flooring shall be of a type with low or no off-gassing such as concrete, ceramic tile, Forest Stewardship Council (FSC) certified wood flooring, or bamboo with low urea formaldehyde content in its binders.

i) Installation of carpeting should be minimized. Installed carpeting should be of a type with low VOC content and recyclable fiber and backing content.

j) Onsite building materials shall be protected from rain and moisture to prevent mold growth.

12. WATER CONSERVATION

All plumbing fixtures, faucets and accessories replaced in the course of rehabilitation shall bear the EPA WaterSense® label. Where faucets, spray devices, shower heads and similar fittings remain in place, they
shall be retrofitted with a WaterSense® labeled aerator, laminar flow device or spray device. These requirements are subject to the availability of appropriate products as listed at http://www.epa.gov/watersense/product_search.html

13. STREET PRESENCE OF THE PROPERTY

Amenities of a non-luxury nature, enhancing the street presence of the property, may be installed. When installed, documentation that such amenities are comparable to unassisted homes in the market area, shall be a part of the Subrecipient’s project file.

a) The exterior of the property should present a positive street presence, contributing to the quality of the neighborhood. Work necessary to achieve a positive street presence should be accomplished. When repainting of the property is required, it should be painted in a non-monochromatic color scheme, as selected from a recommended palette of the paint manufacturer, consistent with the neighborhood character.

b) Accessory structures and fixtures on the property should be an asset to the street presence of the property, or should be refurbished to a condition such that they shall be an asset or should be removed. (See 16 below)

c) Existing landscaping elements should undergo maintenance, trimming, pruning, refurbishing, removal or replacement to a condition that makes them asset features of the property providing a positive street presence.

d) Plantings to shade paved areas for environmental improvement should be considered.

14. ON-SITE SEWAGE SYSTEMS

All plumbing fixtures shall be connected to an approved sewage disposal system. All private sewage systems shall be tested to ensure that they are properly and adequately functioning. If problems exist, they shall be corrected in compliance with the Illinois Private Sewage Disposal Licensing Act and Code, and the Public Health Ordinance for Lake County. Each such system shall be individually assessed with respect to cost and its impact upon project feasibility.

15. PRIVATE WATER SYSTEMS

Private water systems shall be approved and shall be tested for contamination. Water samples shall be properly taken and tested for common contaminants by an approved testing laboratory. Unhealthful contamination and system defects shall be remediated. Each such system shall be individually assessed with respect to cost and its impact upon project feasibility.
16. ACCESSORY STRUCTURES AND OUTBUILDINGS

All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair as per IPMC 302.7.

All elements of the residential property including surrounding land, outbuildings, fences, play equipment available for use by residents, but not including land used for agricultural, commercial, industrial or other non-residential purposes, not including paint on pavement of parking lots, garages or roadways, shall be subject to lead-based paint hazard elimination requirements at #4 above.

17. REHABILITATION STANDARDS FOR MOST COMMONLY SPECIFIED WORK AND PROBLEMATIC ISSUES

A. Site Improvements

1. Outbuildings / Removal

Repair standard: 75% or more salvageable
Minimum life – 5 years
Unsafe, illegal or unapproved structures, including outbuildings, additions and patio covers will be removed if it is not financially feasible (up to $4000) to complete repairs required to make them structurally sound, leaf-free and IPMC-compliant and zoning code legal.

Replacement standard – No outbuildings shall be provided, except for the replacement of an existing detached garage. Exceptions: On a case-by-case basis, deviations from the minimum requirements of these standards will be permitted with approval of the City.

2. Paving and Walks

Repair standard:
Minimum life – 5 years
Deficient, essential paving, such as front sidewalks, will be repaired to match. Non-essential, deteriorated paving may be removed.

Replacement standard:
Minimum life – 15 years
Essential walks and drives shall be replaced with 4” thick, 4% air entrained, 3000 PSI concrete with metal reinforcement (as needed) or asphalt driveways: level surface by compacting a 4” gravel base over a uniformly graded and compacted subgrade, form, spread and roll 2” of bituminous base coat, and 1” topcoat to create a driveway 10’ wide. Pitch water from building with a 1/8” per foot slope. Permeable paving is allowable provided it is first approved by the appropriate local agency.

3. **Landscaping and Drainage**

   Repair standard:
   Site shall be graded to direct water to run away from foundation. Trees that are too close to the structure may be trimmed or shall be removed. Trees which are a safety hazard must be removed.

   Replacement standard:
   Front yards may be landscaped with a $500 maximum allowance in for-sale homes only and $2000 for rental developments.

4. **Fencing/Gates**

   Repair standard:
   Minimum life – 5 years
   Fencing shall be repaired to code and UPCS, if feasible, or removed.

   Replacement standard:
   When funding is sufficient for non-essential improvement, additional wood or wrought iron fencing may be installed to create defensible space in conformance with zoning and neighborhood/homeownership association requirements.

5. **Swimming Pools / Hot Tubs**

   Repair standard:
   Minimum life – N/A
   Not permitted by federal financing. Pools may be filled.

   Replacement standard: N/A

B. **Exterior Surfaces**

1. **Exterior Cladding**
Repair standard:
Minimum life – 5 years
Siding, trim, soffit and fascia will not be deficient as per Section 304 of the IPMC. All exterior wood components will have a minimum of one continuous coat of paint, and no exterior painted surface will have any deteriorated paint as per Section 304.2.

Replacement standard:
Minimum life – 15 years
Historically sensitive vinyl siding, with 45 year material warranty and/or aluminum trim.

2. Exterior Porches / Balconies

Repair standard:
Minimum life – 5 years
Unsafe or unsightly porches and balconies will be repaired to conform closely to porches in the neighborhood. Porch repairs will be structurally sound, with smooth and even decking surfaces.

Replacement standard:
Minimum life – 15 years
Deteriorated porches and balconies shall be replaced with preservative-treated structural lumber and tongue and groove pine, or 4-5” synthetic deck material. Replace with concrete if appropriate and economically possible.

3. Exterior Railings

Repair standard: None
Replacement standard:
Minimum life – 15 years
Railings that do not meet the current code shall be removed and replaced with wrought iron, pressure-treated wood sanded smooth or synthetic wood.

4. Exterior Steps and Patios

Repair standard:
Minimum life – 15 years
Steps, stairs and decks shall be structurally sound and compliant as per the IPMC and free from all significant deterioration.
Replacement standard:
Minimum life – 15 years
Any replacement patio, deck or stoop shall be of a minimum functional size, design and construction.

C. Foundations and Structure

1. Fire-Resistance-Rated Assemblies

Repair standard:
Minimum life – 5 years
Required fire-resistance-rated assemblies and openings shall be maintained functional without cracks and deterioration and upgraded as required with 5/8” type X gypsum glued and screwed, and a minimum of one coat of fire tape to structure.

Replacement standard:
Minimum life – 15 years
All party walls and assemblies requiring fire-resistance rating shall conform to the fire and building code requirements of the jurisdiction for fire separation.

2. Foundations

Repair standard:
Minimum life – 15 years
Foundations shall be repaired to be sound and water resistant, if financially feasible. All leaking cracks that have displacement of 1/8” and widths over 1/8” need to be epoxy injected and sealed.

Replacement standard:
Minimum life – 15 years
Foundation replacement shall only be permitted if the project is financially feasible.

3. Structural Members

Repair standard:
Minimum life – 15 years
All structural members shall be free from deterioration, rot and termite damage and be sized in conformance to the IPMC. Any member not in conformance with code shall be re-supported as to meet structural design code or as determined by a structural engineer.
Replacement standard:
Minimum life – 15 years

4. Masonry Structure

Repair standard:
Minimum life – 15 years
Masonry structure elements shall be sound, functional and in accordance with the IPMC.

Replacement standard:
Minimum life – 15 years

D. Windows and Doors

1. Interior Doors

Repair standard:
Minimum life – 5 years
All doors and hardware shall function as intended. Privacy locksets shall be present on bath and master bedroom doors. All other doors shall have passage locks (not including closets). Recycle doors when possible.

Replacement standard:
Minimum life – 15 years
Doors may be solid core, hollow core, or composite in paint grade jambs. Where all doors are not replaced, replacement doors should match existing doors. Replaced operating locksets shall be of the lever type.

2. Exterior Doors

Repair standard:
Minimum life – 5 years
Exterior doors shall be sound, weather stripped, and operate smoothly. They should have a deadbolt, an entrance lockset and window or security peep sight.

Replacement standard:
Minimum life – 15 years
All replacement doors at the front of the property will be neighborhood sensitive, Energy Star, steel or fiberglass doors with window or peep sight and deadbolt. Garage/house doors shall be fire-rated with self-closing hinges. Energy Star, doors with peep sight, deadbolt, and entrance locksets shall be installed at entrances not visible from the front street. Garage/house doors shall be R-5, embossed metal with a lockable assembly. Installed locksets shall be of the lever-operated type.

3. **Storm Doors**

Repair standard:
Minimum life – 5 years
Storm doors shall be weather-tight, operate smoothly, function as intended and have intact screen panels as designed.

Replacement standard:
Minimum life – 15 years
Swing shall be coordinated with the swing of the prime door.

4. **Windows and Sliding Glass Doors**

Repair standard:
Minimum life – 5 years
All windows and sliding glass doors shall be weather-tight, meet the requirements of the IPMC, and where required for egress, be fully functioning/operational.

Replacement standard:
Minimum life – 15 years
Double glazed, PVC, clad wood or fiberglass, a minimum R-value of 2.8 (U=.33), SHGC of 0.30 and DP of 45.

5. **Basement windows**

Repair standard:
Minimum life – 5 years
Windows must be weather-tight, operable for ventilation, in good working order and lockable.

Replacement standard:
Minimum life – 15 years
Basement windows may be replaced with glass block provided with operable and lockable center vents.
E. Roofing

1. Flat and Low Slope Roofing

Repair standard:
Minimum life – 5 years
Repair roofing when cost is less than 30% of total replacement cost. Built-up roofing, flashing and accessories shall be repaired wherever a 5-year leak-free warranty is available from a certified roofing company. Work to be conducted by an Illinois licensed roofing company.

Replacement standard:
Minimum life – 15 years
The most cost effective Energy Star certified roof of: 3-ply hot built-up, T.P.O. or EPDM. Flat ceiling homes can use standard 8 x 8 roof vents calculated per the BPI standard for free vent area/attic volume distributed through vented eaves and vented roof. Work to be conducted by an Illinois licensed roofing company.

2. Pitched Roofs

Repair standard:
Minimum life – 5 years with warranty
Repair when cost is less than, or equal to, 5% of total replacement cost. Missing and leaking shingles and flashing shall be repaired on otherwise functional roofs. Concrete, metal and tile roofs shall be repaired when at all possible. Antennae and communication disks shall be permanently removed if no longer used. Work to be conducted by an Illinois licensed roofing company.

Replacement standard:
Minimum life – 25 years
Fiberglass, asphalt, 3-tab, class A shingle weighing at least 220, and up to 270 lbs., 25 year warranty with ridge and soffit ventilation system. Vaulted and cathedral ceiling areas require continuous ridge venting that meets the BPI standard noted above for attic ventilation in flat-roofed buildings. Install drip edge on all edges. Work to be conducted by an Illinois licensed roofing company.

3. Gutters and Downspouts

Repair standard:
Minimum life – 5 years
Gutters and downspouts must be in good repair, functional, leak-free and configured to functionally direct water away from the structure.

Replacement standard:
Minimum life – 15 years
Gutters and downspouts will be installed to collect storm water from all lower roof edges and to direct water away from the structure without accumulation or ponding. Drainage tiles will be installed where functionally required.

F. Insulation and Ventilation

1. Attic Ventilation

Repair standard:
Minimum life – 5 years
Any pre-installed ventilation shall be maintained, or if powered and not functioning, replaced.

Replacement standard:
Minimum life – 15 years
Attics will be ventilated with a minimum of 1 square foot of free vent for each 300 square feet of roof area or be redesigned for integration with new insulation system. Solar powered roof vents may be used when possible. Attic access panels must be insulated with rigid insulation to meet the local climate minimum of R-38 and weather-stripped to ensure a tight seal.

2. Bath Ventilation

Repair standard: None

Replacement standard:
Minimum life – 15 years
Energy Star, exterior ducted, 70 CFM, max 20 sones and separate switch or humidistat in all full and three quarter baths. Replaced exhaust fans must have timers.

3. Infiltration

Repair standard:
Minimum life – 5 years
All exterior doors and attic hatches shall be weather-stripped. All visible cracks shall be caulked.
4. **Insulation**

Repair standard:
Not applicable where existing insulation meets an estimated R-value of R-17 or where not cost effective as per energy evaluation.

Replacement standard:
Minimum life – 15 years
Insulation will be installed when determined to be cost effective by energy evaluation. Attic insulation goal is R-38, crawl spaces R-19. New walls will be insulated to capacity with blown cellulose, fiberglass or closed cell foam to cavity capacity. Attic access panel must be insulated to R-9 with rigid foam.

5. **Kitchen Ventilation**

Repair standard: N/A

Replacement standard:
Minimum life – 15 years
Energy Star, exterior ducted range hoods or exhaust fans with less than 10 sones, at least 120 CFM and capped with a functional back draft.

G. **Interior Surfaces**

1. **Interior Railings**

Repair standard:
Minimum life – 5 years
Handrails and guardrails will conform to the IPMC and minimum building code requirements. At a minimum, handrails will be present on one side of all interior steps or stairways with more than two risers, and guardrails will be present around platforms over 30” above floor level with adequate structural attachment, in compliance with the local code.

Replacement standard:
Minimum life – 15 years
Hand and guardrails shall be replaced with universal design standard material and construction.

2. **Interior Walls and Ceilings**
Repair standard:
Minimum life – 5 years
Walls and ceilings to be repaired shall be stripped of wallpaper. Holes, cracks and deteriorated surfaces shall be patched and sanded as to create a smooth surface and recoated using premium, low VOC, vinyl acrylic paint.

Replacement standard:
Minimum life – 10 years
Walls shall be plumb, ceiling level with a smooth finish on at least ½” gypsum with water-resistant or paperless board in wet areas. 5/8” type X over 24” on center studs installed per the American Gypsum Association. Water-resistant wallboard must be used in kitchen tile backsplashes and in ceramic tile baths.

3. Interior Wall Tile

Repair standard:
Minimum life – N/A
Replace rather than repair.

Replacement standard:
Minimum life – 15 years
Replace with similar economically feasible material or waterproof sheet material as per manufacturers’ instructions.

4. Closets

Repair standard:
Minimum life – 5 years
Existing closets will be maintained. If there is any part of a door (i.e., track for bi-fold, etc.) then it must be complete and working properly.

Replacement standard:
Minimum life – 15 years
If a closet is replaced, it must include a clothes rod and shelf. Closet doors are not required. Coat hooks and other hardware in lieu of a closet shall be supplied by the occupant.

5. Flooring
Repair standard:
Minimum life – 5-15 years
Flooring may be repaired, if deficient, and wood floors sanded and refinished. Salvageable carpet may be cleaned and must have a minimum remaining life of 5 years.

Replacement standard:
Minimum life – 15-20 years
Stone, tile, or vinyl flooring may be installed over reinforced cement underlayment in baths. Wood or laminate flooring may be installed in living and dining rooms and halls. Kitchen and utility may be installed as ceramic tile or vinyl flooring. FHA approved carpet over 6 lb. rebound underlayment is allowed in bedrooms when economically feasible. New carpeting shall have a minimum life of 10 years.

6. Appliances

Assessment of existing appliances shall be made to determine if replacement is necessary.
Replacement standard:
Energy Star and Water Sense. The following appliances are eligible to be installed only when funding allows:

- Dishwasher: Energy Star rated
- Washing machine: Energy Star rated (required)
- Dryer: 7 CF with sensor dry system
- Refrigerator: Energy Star rated (required)
- Range: Gas or electric, 4 burner
- Garbage disposal: ½ hp, with minimum 3 year warranty
- Microwave/Hood combination (if replacing current equipment)
- Built-in oven (to match existing) Energy Star rated

7. Kitchen Cabinets and Countertop

Repair standard:
Minimum life – 5 years
All cabinets and countertops will be sound and cleanable. Existing cabinets with hardwood doors and face frames may be repaired.

Replacement standard:
Minimum life – 15 years
New kitchen cabinets will meet the ANSI A208.1 and A208.2 standard for formaldehyde content of particleboard and MDF, or have exposed edges of particleboard and MDF sealed to prevent the outgassing of formaldehyde. Cabinets will have hardwood doors and face frames. There will be a minimum of 10 lineal feet of post-formed countertop with corresponding base cabinets and wall cabinets. Corners in countertop designs are permitted if factory assembled. A drawer base (12” or 15”) will be included in new cabinetry.

H. Electric

1. Specialized Circuits GFCI and Arc Fault

Repair standard:
Minimum life – 15 years
Retrofit devices as required for safety

Replacement standard:
Minimum life – 15 years
Install devices in accordance with local code. At a minimum, protect kitchen receptacles within 6 feet of a sink, all bath receptacles and any exterior receptacle with GFCI devices. Arc fault receptacles shall be installed to serve all bedrooms.

2. Kitchen Electric Distribution

Repair standard:
Minimum life – 15 years
Permanently installed stoves, refrigerators, freezers, dishwashers and disposals, washers and dryers shall have separate circuits sized to NEC. Two separate 20 amp counter circuits are required with each kitchen area.

Replacement standard:
Minimum life – 15 years
Electric service shall be supplied to trash compactors, microwave ovens, double ovens, range grills, and any appliance proposed for installation.

3. Fixtures

Repair standard: None

Replacement standard:
Minimum life – 15 years
All halls and rooms necessary to cross to other rooms, and stairways must be well lighted and controlled per NEC code. Attics must have utility fixtures. All fixtures shall be Energy Star. Replace all incandescent bulbs with fluorescent or LED bulbs. Exterior door lighting shall provide 100 lumens at ground level (motion detectors allowed). Garage doors shall be equipped with laser safety devices. All closet light fixtures must be fluorescent type rated for use in closets.

4. **Interior Electric Distribution**

Repair standard:
All unsafe electrical issues shall be resolved.

Replacement standard:
Minimum life – 15 years
All electrical deficiencies will be remediated in accordance with the electric code in force in the jurisdiction using affordable fixture allowances and Energy Star fixtures.

5. **Service and Panel**

Repair standard:
Minimum life – 15 years
Distribution panels shall have a main disconnect, at least 10 circuit breaker protected circuits, a 100 amp minimum capacity and be adequate to safely supply existing and proposed devices. Electrical panel shall be replaced if not adequate in capacity, or if unsafe for any reason to local codes.

Replacement standard:
Minimum life – 20 years
A load calculation shall be made and the electric service and panel shall be sized to serve the home and its occupancy uses with at least a 100 amp service with a 20 circuit panel provided for homes of up to 1800 SF. Homes larger than 1800 SF or all-electric, should be provided with at least a 200 amp service with a main disconnect panel containing at least 42 circuit breaker positions.

1. **Plumbing System**

1. **Drain, Waste, Vent Systems**

Repair standard:
Minimum life – 15 years
System shall be in safe, sanitary and functional condition free of obstructions, leaks and defects.

Replacement standard:
Minimum life – 15 years
Shall be replaced in accordance with local code, with a preference for replacement with PVC piping. Install anti-backflow devices where appropriate.

2. Plumbing Fixtures and Fittings

Repair standard:
Minimum life – 5 years
All fixtures and fittings shall be in safe, sanitary and functional condition. Anti-backflow devices shall be installed where appropriate.

Replacement standard:
Minimum life – 15 years
Single lever, low flow, 2.2 gal/min kitchen and 1.6 gal/min bath, metal faucets and 2.5 gal/min maximum shower diverters with lifetime drip-free warranty. White ceramic, 1.6 GPF toilets, double bowl stainless steel or porcelain kitchen sinks, fiberglass tubs and surrounds, and steel or porcelain enameled 5’ tubs with tile surrounds. A dual flush toilet shall be permitted if it is demonstrably the equivalent of the above standard.

3. Water Heaters

Repair standard:
Minimum life – 5 years
Water heaters shall be code compliant, in working order, leak-free, in safe condition and capable of meeting expected demand.

Replacement standard:
Minimum life – 12 years
Energy Star, high efficiency, pilotless, Energy Star, gas fired or dual element electric (0.97) water heaters with at least R-7 insulation and a 12-year replacement warranty. 40 gallons electric for 1 and 2 bedroom units and 40 gallons gas or 52 gallons electric for 3 and 4 bedroom units. Efficiency shall be a 90% sealed combustion system (power vented) throughout.

4. Sump Pump
Repair standard:
Minimum life – 5 years
Sump pump drainage systems shall be safe and function as intended with an approved discharge which
outflows away from the dwelling. Sump pits shall have covers.

Replacement standard:
Minimum life – 15 years
Sump pumps shall be installed only to mitigate existing moisture conditions.

5. Water Supply

Repair standard:
Minimum life – 5 years
All homes shall be tested to identify and eliminate all leaks. All fixtures must be supplied with 2 gallons
per minute water flow and shut off valves. Lead pipe shall be replaced. All accessible copper hot water
lines shall be insulated; maximum static pressure is 60 psi. Replacement of galvanized pipe with copper
pipe is recommended, but not required.

Replacement standard:
Minimum life – 15 years
All fixtures shall have brass shutoff valves of ¼ turn and compliant type. One, freeze-protected exterior
hose bib is required.

J. HVAC1/23/2013

1. Chimney / Fireplace Repair

Repair standard:
Minimum life – 15 years
Unsound chimneys shall be repaired or removed. When chimneys must be used for combustion
ventilation, they shall be relined or replaced. When structurally unsound, they shall be replaced.

If the service life of the chimney is comparable to service life of heating plant, then no replacement is
necessary. If the chimney needs replacing, where appropriate, the chimney will be eliminated and
replaced with a high efficiency, power vented unit.

Replacement standard:
Minimum life – 15 years
Replacement furnace flues, when required, shall be metal, double or triple walled as recommended by the equipment manufacturer.

2. **Distribution / Ventilation System**

   Repair standard:
   Minimum life – 5 years
   Central air conditioning shall be inspected, serviced and refurbished per diagnostic testing of unit and distribution system – per (Building Performance Institute) technical standards for air conditioning and heat pump specialists as described in Chapter 6 of the Saturn Mechanical Systems Field Guide, 2006.

   Replacement standard:
   Minimum life – 20 years
   All ductwork shall be insulated to R-4, seams sealed with Mastic, and run in conditioned space within the building envelope. Ducts in unconditioned spaces are allowable provided that they meet the leakage minimum of $\leq 3$CFM and are insulated with an R-8 value material.

3. **Central Equipment**

   Repair standard:
   Minimum life – 5 years
   Heating plants that are less than 5 years old, and rated 65 AFUE efficiency or better, shall be tested and tuned up as per Building Performance Institute standards. Energy Star setback thermostats shall be installed.

   Replacement standard:
   Minimum life – 15 years
   Condensing gas furnaces rated over 86 AFUE and heat pumps over 13.5 SEER with 10 year warranty on parts and 5 years labor. Air to air heat exchangers are eligible for this program. HVAC system shall be sized to maintain interior design temperature used for heating and cooling load calculations per ASHRAE Manual J and sizing documentation shall be maintained in the case file.
Memorandum

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

From: Erika Storlie, Interim Director of Community Development
      Gary Gerdes, Building & Inspection Services Division Manager

Subject: Pono Ono Poke – Sidewalk Cafe

Date: March 12, 2018

Recommended Action
Staff recommends City Council approval of first-time application for a sidewalk café permit for Pono Ono Poke, a Type 2 restaurant located at 1630 Chicago Avenue.

Background
Pono Ono Poke is a fast, casual counter service restaurant serving poke bowls and fresh pressed juices in an industrial chic space. All fish are sustainably caught and sushi grade. Pono Ono Poke opened December 11, 2017. The sidewalk café will consist of three tables with four seats each for a seating capacity of 12. The other seats shown on the site plan are on private property and a permit is not required for their use. The café will operate 11:00 a.m. – 10:00 p.m. on a daily basis.

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

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

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

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

Food Establishment  Pono One Poke
Address 1630 Chicago Ave, Evanston IL 60201
Contact Name Jack De Mar

Address, if different than Food Establishment

Café Hours of Operation 11-10 7 days a week
Phone 1 847-859-6340  Phone 2 847-220-0750 - both cell
Email jackdemar@ponoonepoke.com

FEES (DO NOT INCLUDE PAYMENT WITH APPLICATION - YOU WILL BE EMailed AN INVOICE)

- $200 for the permit (required)
- $200 for storage of tables, benches or chairs approved sidewalk café area on the city sidewalk (optional)
- $1 per square foot for the area of the public way occupied by the sidewalk café as determined by the City's Engineering Department following assessment and approval of site plan.

THE FOLLOWING MUST BE INCLUDED WITH THIS APPLICATION

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

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

NO Reusable dishware/flatware will be used for café customers.
Yes Disposable dishware/flatware will be used for café customers.
Yes Public parking is available within 1 block.
NO Valet parking is offered.

Storage of tables, benches or chairs will be on the city sidewalk. (Fee is $200.)

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

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

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

(3) Licensed type 1 restaurants, possessing an alcoholic beverage license of any classification, but located outside the "core area", may request a sidewalk cafe permit which allows the sale of alcoholic liquor on sidewalk cafe premises subject to the standards and procedures of subsection (D)6 of this section and in compliance with all other applicable provisions of this code.

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

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

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

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

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

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

h. A sidewalk cafe shall not be open for business when the interior aspect of the business is not open for business.
STATEMENT OF RESTAURANT USE
(Sidewalk Café)

Name of Establishment: Poké One
Address: 1630 Chicago Ave, Evanston, IL

(Check the definition that best describes your operation.)

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

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

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

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

OTHER FOOD SERVICE ESTABLISHMENT or RETAIL FOOD STORE

ENOTECA: a special type of local or regional wine shop

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

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

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

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

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

Signed at Evanston IL
City, State

this ___ day of February, 2013.

Date

Month

Signature

Jack DeMar

Name (Please Print)

Owner/President

Title

1630 Chicago Ave

Address

Evanston IL 60201

City, State, Zip
PLEASE READ - CITY CODE 7-2-6 RULES AND REGULATIONS FOR ALL SIDEWALK CAFES:

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

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

(3) Licensed type 1 restaurants, possessing an alcoholic beverage license of any classification, but located outside the "core area", may request a sidewalk cafe permit which allows the sale of alcoholic liquor on sidewalk cafe premises subject to the standards and procedures of subsection (D)6 of this section and in compliance with all other applicable provisions of this code.

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL RULES AND REGULATIONS FOR ALL SIDEWALK CAFES:

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

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

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

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

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

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

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

Name (please print)  Jack DeMa  Title/Position Owners/Pres

Signature  □ Date 2-3-18
PICK YOUR
BASE: WHITE RICE, BROWN RICE, SALAD
SIZE: MEDIUM $10.50 OR LARGE $15.50

SPICY TUNA
Chili Mayo, Tobiko, Avocado, Cucumber, Sweet Onion

ISLAND STYLE TUNA
Sesame Vinaigrette, Kabu Nut, Hawaiian Pink Salt, Okinawa Fish,
Lomi Seaweed, Cucumber, Sweet Onion

SHOYU TUNA
Soy Oyster Sauce, Avocado, Sweet Onion, Ginger

SWEET AND SPICY SALMON
Sweet Shoyu, Pineapple, Jalapeño, Red Onions, Mint

CITRUS SALMON
Citrus Vinaigrette, Edamame, Avocado, Cucumber, Sweet Onion

STEAMED GARLIC SHRIMP
Sesame Vinaigrette, Chili Flakes, Kabu Nut, Sweet Onion,
Caramelized Garlic, Snap Peas, Seaweed Salad

VEGETARIAN $8.50
Cucumber, Edamame, Sweet Onion, Carrots, Seaweed,
Mushroom, Snap Peas, Sweet Potato

BOWL OF THE MONTH
SIDES $3.50

MARINATED EDAMAME
Sweet Sesame Sauce, Garlicky, Caramelized Ginger

CRUNCHY CUCUMBERS
Garlic, White Sesame Seeds, Cilantro

SEAWEED SALAD
Hijiki, Wakame, Sesame, Shitake, Seaweed

FRESH PRESSED JUICE 16 OZ. $8
COOL AND CRISP
Honeydew, Cucumber, Lime, Celery, Mint

GREEN AND FRUITY
Pineapple, Apple, Orange, Kale, Celery, Cucumber, Ginger

SWEET AND EARTHY
Carrots, Apple, Beets, Ginger

All fish is
SUSHI GRADE
SUSTAINABLY SOURCED
& MARINATED

1630 CHICAGO AVE, EVANSTON, ILLINOIS 60201
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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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
Alim Corporation
820 Davis St Suite 215
Evanston
IL 60201

CONTACT NAME
Mohammed Mukarram Ali

PHONE
(847)847-2126

FAX
(847)847-2127

E-MAIL
mail@aliminsurance.com

INSURER(S) AFFORDING COVERAGE
INSURER A
Berkshire Hathaway Guard Insurance Company
42390

INSURER B

INSURER C

INSURER D

INSURER E

INSURER F

COVERAGES
CERTIFICATE NUMBER

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies Limits shown may have been reduced by paid claims.

INSCR.
A

TYPE OF INSURANCE
COMMERCIAL GENERAL LIABILITY

POLICY NUMBER
POBP849722

POLICY EFF. DATE
07/01/2017

LIMITS

EXCLUSIONS

COMBINED SINGLE LIMIT

$ 1,000,000

DAMAGES TO RENTED PREMISES (Excess)

$ 50,000

MED EXP (Injury person)

$ 10,000

PERSONAL & ADJURY

$ 1,000,000

GENERAL AGGREGATE

$ 2,000,000

PRODUCTS - COMPO & AGG

$ 2,000,000

$ 0

A

UMBRELLA LIABILITY

POLICY NUMBER
POUN8522880

POLICY EFF. DATE
07/01/2017

CLAIMS-MADE

$ 2,000,000

EXCESS LIMIT

$ 2,000,000

TRESPASSES

$ 0

DED

10,000

A

WORKERS COMPENSATION

POLICY NUMBER
POWS917803

POLICY EFF. DATE
02/07/2018

PER STATUTE

$ 1,000,000

OTHER

$ 1,000,000

E.L. EACH ACCIDENT

$ 1,000,000

E.L. DISEASE - EA EMPLOYEES

$ 1,000,000

E.L. DISEASE - POLICY LIMIT

$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Evanston is named an additional insured pursuant to the City Code sections regulating sidewalk cafes, and all City staff regulations regarding sidewalk cafes.

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

CERTIFICATE HOLDER

City of Evanston
2100 Ridge Avenue

Fax:
Email:

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250 of 596
Memorandum

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

From: Kimberly Richardson, Acting Administrative Services Director
      Luke Stowe, Chief Information Officer
      Dmitry Shub, IT Network Infrastructure & Security Manager

Subject: Sole Source Purchase of Cisco Systems Network Switches

Date: March 5, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to purchase Cisco Systems
Network Switches from Sentinel Technologies, Inc. (2550 Warrenville Road, Downers
Grove, Illinois 60515). The cost of the hardware, software, and support/maintenance is
$304,029. The cost will be paid over three years. Year 1 cost is $101,343, Year 2 cost is
$101,343, and Year 3 cost is $101,343. The three-year payment plan is facilitated by
Cisco Systems Capital Corporation (De Lage Landen Public Finance, LLC).

Funding Source:
The funding for this project will derive from the Capital Improvements Program 2017
General Obligation Bonds (Account 415.40.4117.65515 - 117003) which has a budget
of $125,000 and has a current balance of $107,341.98. Year two and year three
payments will use future CIP funds for this purpose.

Livability Benefits:

Summary:
The City network is powered by 75 network switches and approximately 54 are at or
past end-of-life. The City has many network switches older than 14 years of age.
Typical life expectancy for network switches is five to seven years. Many of these
switches are no longer eligible for ongoing support and maintenance. These older
devices present security risks since they no longer are provided with firmware updates
by the manufacturer and do not support contemporary secure communication protocols
that mitigate known vulnerabilities.
The City Council approved a substantial investment in the Cisco Systems cybersecurity software suite last November. The IT Division has been implementing this new security software suite over the past several weeks. In order to take full advantage of the new security suite features, we also need to have modern hardware - specifically network switches that support secure communication protocols.

The proposal makes use of the Cisco Systems Capital Corporation program to spread the total payment over three years at zero percent interest. The three annual payments will be due on May 1, 2018, May 1, 2019 and May 1, 2020.

This is a sole source procurement via Cisco Systems and Sentinel Technologies, Inc. The City’s network infrastructure and multiple security applications already run on Cisco Systems devices so we can expect no issues with interoperability. Sentinel has served as a key implementation partner in many City of Evanston infrastructure and security projects and upgrades. Sentinel also offers direct professional services rather than outsourcing the professional services as typical with other resellers. Sentinel is intimately familiar with our current network infrastructure due to our ongoing relationship of several years.

Attachments:

1) Sentinel Technologies, Inc. quote
2) Cisco Systems Capital Corporation (De Lage Landen Public Finance) agreement
The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Evanston (Customer) with principal offices at Civic Center 2100 Ridge Avenue, Evanston, IL 60201 is hereby amended to include the following:

Commencement Date

Agreement No.

Addendum No. 027r4-PW-m-JR

Hardware/Software only purchase of items listed in Appendix B. No installation or professional services provided.

With regard to any software licenses provided pursuant to the provision of services under this Agreement, the Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. At the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of the software to Contractor, as expressly directed by Contractor.
APPENDIX B

Customer Name: City of Evanston
Street Address: Civic Center 2100 Ridge Avenue
City, State, Zip: Evanston, IL 60201

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Evanston (Customer) with principal offices at Civic Center 2100 Ridge Avenue, Evanston, IL 60201 is hereby amended to include the following:

<table>
<thead>
<tr>
<th>Commencement Date</th>
<th>Agreement No.</th>
<th>Addendum No. 027r3-PW-m-JR</th>
</tr>
</thead>
</table>

PROJECT SCHEDULE

Customer agrees to pay Contractor in accordance with the following schedule:

Network Upgrade Project

Hardware and Software

<table>
<thead>
<tr>
<th>Hardware/Software</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cisco Hardware</td>
<td>$301,403.00</td>
</tr>
<tr>
<td><strong>Hardware and Software Total</strong></td>
<td><strong>$301,403.00</strong></td>
</tr>
</tbody>
</table>

Solution Maintenance & Support

<table>
<thead>
<tr>
<th>Maintenance &amp; Support</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardware/Software Maintenance</td>
<td>$2,626.00</td>
</tr>
<tr>
<td><strong>Maintenance &amp; Support Total</strong></td>
<td><strong>$2,626.00</strong></td>
</tr>
</tbody>
</table>

TOTAL PROJECT - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

<table>
<thead>
<tr>
<th>Component</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardware and Software</td>
<td>$301,403.00</td>
</tr>
<tr>
<td>Solution Maintenance &amp; Support</td>
<td>$2,626.00</td>
</tr>
<tr>
<td><strong>Project Total</strong></td>
<td><strong>$304,029.00</strong></td>
</tr>
</tbody>
</table>

*Quote is valid until 3/31/2018

Plus applicable tax, shipping & handling
Cisco Hardware

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Special Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cisco Catalyst 3850 48 Port PoE LAN Base</td>
<td>33</td>
<td></td>
</tr>
<tr>
<td>715W AC Config 1 Power Supply</td>
<td>33</td>
<td></td>
</tr>
<tr>
<td>CAT3850 Universal k9 image</td>
<td>33</td>
<td></td>
</tr>
<tr>
<td>No Stack Power Cable Selected</td>
<td>33</td>
<td></td>
</tr>
<tr>
<td>No Stack Cable Selected</td>
<td>33</td>
<td></td>
</tr>
<tr>
<td>North America AC Type A Power Cable</td>
<td>33</td>
<td></td>
</tr>
<tr>
<td>Cisco Catalyst 3850 4 x 1GE Network Module</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>Catalyst Stack Power Cable 150 CM Spare</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>1000BASE-SX SFP transceiver module, MMF, 850nm, DOM</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>715W AC Config 1 Power Supply</td>
<td>52</td>
<td></td>
</tr>
<tr>
<td>North America AC Type A Power Cable</td>
<td>52</td>
<td></td>
</tr>
<tr>
<td>10GBASE-LR SFP Module, Enterprise-Class</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>1M Type 1 Stacking Cable</td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>3M Type 1 Stacking Cable</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>Cisco Catalyst 3560-CX 8 Port PoE IP Base</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>North America AC Type A Power Cable</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Cisco Catalyst 3850 24 Port PoE LAN Base</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>715W AC Config 1 Power Supply</td>
<td>17</td>
<td></td>
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<tr>
<td>CAT3850 Universal k9 image</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>No Stack Power Cable Selected</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>Console Cable 6ft with RJ45 and DB9F</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>North America AC Type A Power Cable</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>1M Type 1 Stacking Cable</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Services</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>715W AC Config 1 Power Supply</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>CAT3850 Universal k9 image</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>North America AC Type A Power Cable</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>No Stack Power Cable Selected</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>No Stack Cable Selected</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

Hardware and Software Sub-Total $301,403.00

Maintenance and Support

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Special Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SNTC-8X5XNBD Cisco Catalyst 3850 24 Port 10G Fiber Sw</td>
<td>2</td>
<td>12 Months Duration</td>
</tr>
</tbody>
</table>

Maintenance Sub-Total $2,626.00

Payment Terms:

Customer shall make payments in accordance with the De Lage Landen Public Finance, LLC, Lease-Purchase Agreement, upon execution. In the event that the foregoing is rendered inapplicable, Customer shall make payments to Contractor in accordance with the following schedule:

Hardware/Software: 50% at contract, balance upon delivery for staging or to Customer location, whichever occurs first.
Maintenance: Net 30 days.

Contractor agrees to provide storage at no additional charge for up to 120 days. If the storage period exceeds 120 days, Customer agrees to the following: a.) Customer will be responsible to pay a commercially reasonable rate for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.

This quote is valid until 03/31/2018.

CUSTOMER:   
City of Evanston  
Signature:__________________________
Printed Name:______________________
Title:______________________________
Date:______________________________
P.O. #:____________________________

CONTRACTOR:  
Sentinel Technologies, Inc.
Signature:__________________________
Printed Name:______________________
Title:______________________________
Date:______________________________
The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

I. STATE AND GOVERNMENT LEASE-PURCHASE AGREEMENT

1. Bank Qualification Section
   • Read and check box if appropriate

2. Lessee Signature
   • Print name, title, sign and date (must be authorized officer)

II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE

• Print name, title, sign and date

III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

• Print name, title, sign and date

IV. STATE SPECIFIC ADDENDA

Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, MS, NC, NJ, NY, OH, OK, & TX

• Print name, title, sign, date and attest when required

V. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER

• Print name, title, sign and date

VI. 8038 OR GC — IRS FORM

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations and is a requirement of this financing.

VII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE):

☐ Insurance Certificate for Property – List DE LAGE LANDEN PUBLIC FINANCE LLC, and/or Its Assigns as “loss payee” to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase “throughout jurisdiction” may be used. Must also list amount being financed.

☐ Insurance Certificate for Liability – List DE LAGE LANDEN PUBLIC FINANCE LLC, and/or Its Assigns as “additional insured.”

☐ Vendor invoice listing customer as both bill to and ship to party (to be provided by vendor)

✔ Completed Billing Information form

☐ Advance payment check made payable to DE LAGE LANDEN PUBLIC FINANCE LLC

✔ State sales tax exemption certificate

✔ Escrow Agreement – Return signed Escrow Agreement Incumbency Certificate & Lessee W9

☐

☐

☐

ALL DOCUMENTATION SHOULD BE RETURNED VIA FAX OR EMAIL AS FOLLOWS:

Attention: ________________________________

Email: ________________________________

Lease Processing Center
1111 Old Eagle School Road
Wayne, PA 19087
De Lage Landen Public Finance LLC
1111 Old Eagle School Road
Wayne, PA 19087

State and Local Government Lease-Purchase Agreement

Phone Number

Purchasing Order Requisition Number

Bank Qualification Elected

Legal Name of Corporation
CITY OF EVANSTON
DBA Name (if any)

Vendor I.D. Number

Billing Address
2100 RIDGE AVE
City
EVANSTON
State
IL
Zip
60201

Equipment Location (if not same as above)

See Sentinel Addendum No. 027r2-PW Appendix B for equipment list

Full Legal Name: CITY OF EVANSTON
DBA Name (if any)

State and Local Government Lease-Purchase Agreement

See Lease Payment Schedule Attached as Attachment 1

End of Lease Option: $1

By checking the box below, YOU hereby designate this Lease as a “qualified tax-exempt obligation” as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (including private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed $10,000,000.

☐ Bank Qualification Elected

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words “YOU” and “OUR” refer to De Lage Landen Public Finance LLC, its successors and assigns, as the “Lessor” of the Equipment.

1. LEASE. WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, and additions ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. TERM. This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease is paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. LATE CHARGES. If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. CONTINUATION OF LEASE TERM. YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. NONAPPROPRIATION. YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. IF YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, THIS Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.

6. WARRANTIES. WE are leasing the Equipment to YOU AS-IS and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU also acknowledge that no one is authorized to waive or change any term, provision or condition of this lease and, except for the manufacturer warranties, make any representation or warranty about this lease or the equipment. WE shall not be liable for special, resulting or consequential damages or loss of profit occasioned by any breach of warranty or representation or resulting from the use or performance of the equipment. YOUR obligation to pay in full any amount due under the lease will not be affected by any dispute, claim, counterclaim, defense or other right which YOU may have or assert against the supplier or the equipment manufacturer.

7. DELIVERY AND ACCEPTANCE. YOU are responsible, at YOUR own cost, to arrange for the delivery and installation of the equipment (unless those costs are included in the costs of the equipment to US). IF REQUESTED, YOU will sign a separate equipment delivery and acceptance certificate. WE may at our discretion confirm by telephone that YOU have accepted the equipment and that telephone verification of your acceptance of the equipment shall have the same effect as a signed delivery and acceptance certificate.

(For De Lage Landen Public Finance LLC)
Lease Number: PUB 17083
Lease Date: MARCH 12, 2018
Vendor I.D. Number:

LESSEE SIGNATURE

LESSEE

FOR

DE LAGE LANDEN PUBLIC FINANCE LLC

Print Name: PUB 17083
Date: MARCH 12, 2018
Vendor I.D. Number:

LENDER SIGNATURE

LENDER

The Equipment is: ✓ NEW ☐ USED

Signature: PUB 17083
Date: MARCH 12, 2018

Vendor I.D. Number:

Print Name: PUB 17083
Date: MARCH 12, 2018
Vendor I.D. Number:

LEGAL NAME OF CORPORATION
CITY OF EVANSTON

(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE.)
Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have termi-

declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments in the real times on which any items of Equipment is located. We also have the right, at reasonable times, to inspect the Equipment.

MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU are specifically advised that WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU will MAKE ALL CLAIMS FOR SERVIC-

AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL BE MADE AND PURSUED BY YOU IN ACCORDANCE WITH THE TERMS OF THE EQUIPMENT AGREEMENT.
# Lease Payment Schedule

<table>
<thead>
<tr>
<th>Payment Number</th>
<th>Payment Date</th>
<th>Rental Payment</th>
<th>Interest Portion</th>
<th>Principal Portion</th>
<th>Balance</th>
<th>Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan</td>
<td>04/01/2018</td>
<td>-</td>
<td>-</td>
<td>101,343.00</td>
<td>304,029.00</td>
<td>-</td>
</tr>
<tr>
<td>1</td>
<td>05/01/2018</td>
<td>101,343.00</td>
<td>0.00</td>
<td>101,343.00</td>
<td>202,686.00</td>
<td>208,057.18</td>
</tr>
<tr>
<td>2</td>
<td>05/01/2019</td>
<td>101,343.00</td>
<td>0.00</td>
<td>101,343.00</td>
<td>101,343.00</td>
<td>104,028.59</td>
</tr>
<tr>
<td>3</td>
<td>05/01/2020</td>
<td>101,343.00</td>
<td>0.00</td>
<td>101,343.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Grand Totals</td>
<td>-</td>
<td>304,029.00</td>
<td>0.00</td>
<td>304,029.00</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

Sales tax of ____________________________ is included in the financed amount shown above.

LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR IS $ 290,962.53 AND THAT SUCH AMOUNT, NET OF ANY ADVANCE PAYMENTS, IS THE ISSUE PRICE FOR FEDERAL INCOME TAX PURPOSES. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 4.191%*. SUCH ISSUE PRICE AND YIELD WILL BE STATED IN THE APPLICABLE IRS FORM 8038-GC.

The promotional amortization schedule (including the equipment cost, the promotional interest rate, the payment dates and the payment amounts) shall remain as detailed above. The two figures noted with an * above (amount financed by Lessor and the Yield for Federal income tax purposes) may need to be adjusted prior to closing in the event financial market conditions change. If such revisions are deemed necessary by Lessor (it its sole discretion), it is understood and agreed that a revised version of the amortization schedule reflecting these changes will be executed prior to closing.
PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: 

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

*YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM

Billing Address: 

Attention: 

Telephone Number: 

FEDERAL ID#: 

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? If yes, please provide PO# .

☐ YES  ☐ NO

Is a new purchase order required for each new fiscal period?

If yes, provide month/year PO expires

☐ YES  ☐ NO

Are you sales tax exempt? If yes, please attach a copy of exempt certificate or direct pay permit.

☐ YES  ☐ NO

Do you require any special information to establish a vendor number for ?

If yes, please advise:

Additional Comments:

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS
(required for all State and Local Government transactions)

Contact Name: 

Title: 

Contact Address: 

Contact Telephone Number: 

Email Address: 

If you have further questions, please consult your regular bond or legal counsel.
ESCROW AGREEMENT

This ESCROW AGREEMENT (the “Escrow Agreement”), dated as of MARCH 12, 2018, and entered into among De Lage Landen Public Finance LLC, a Delaware limited liability company (“Lessor”), CITY OF EVANSTON, a public body corporate and politic existing under the laws of IL ("Lessee"), and UMB Bank, n.a., a national banking corporation, as escrow agent ("Escrow Agent").

Name of Acquisition Fund: "CITY OF EVANSTON ____________________________"

Equipment Acquisition Fund Account No.: 

Amount of Deposit into the Acquisition Fund: $292,248.94

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the State and Local Government Lease-Purchase Agreement dated as of MARCH 12, 2018 (the “Agreement”), between Lessor and Lessee.

2. Except as otherwise defined herein, all terms defined in the Agreement shall have the same meaning for the purposes of this Escrow Agreement as in the Agreement.

3. Lessor, Lessee and Escrow Agent agree that Escrow Agent will act as sole Escrow Agent under the Agreement and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. Escrow Agent shall not be deemed to be a party to the Agreement, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and Escrow Agent.

4. There is hereby established in the custody of Escrow Agent a special trust fund designated as set forth above (the “Acquisition Fund”) to be held and administered by Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement. Lessee hereby grants to Lessor a security interest in the cash and negotiable instruments from time to time comprising the Acquisition Fund (the “Security Interest”). To the limited extent required to perfect the Security Interest, Lessor hereby appoints Escrow Agent as its security agent, and Escrow Agent accepts the appointment as security agent and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.

5. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent upon written direction of an authorized representative of Lessee in Qualified Investments (as hereinafter defined) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. Escrow Agent may act as purchaser or agent in the making or disposing of any investment. Escrow Agent shall have no obligation to invest or reinvest moneys if deposited with Escrow Agent after 11:00 a.m. (E.S.T.) on such day of deposit. Instructions received after 11:00 a.m. (E.S.T.) will be treated as if received on the following business day. Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of funds held in the Acquisition Fund. Any interest or other income received on such investment and reinvestment of such funds shall become part of the Acquisition Fund and any losses incurred on such investment and reinvestment of such funds shall be debited against the Acquisition Fund. If the authorized representative of Lessee does not provide the Escrow Agent with written instructions directing the investment or reinvestment of such funds, the Escrow Agent may invest such funds in money market funds of a type described in Section 6(a)(iv) or Section 6(b)(vi) as appropriate until the Escrow Agent has received appropriate written instructions from the authorized representative. It is agreed and understood that the entity serving as Escrow Agent may earn fees associated with the investments described herein in accordance with the terms of such investments. Notwithstanding the foregoing, Escrow Agent shall have the power to sell or liquidate the foregoing investments whenever Escrow Agent shall be required to pay or disburse all or any portion of the funds held hereunder pursuant to the provisions hereof. In no event shall Escrow Agent be deemed an investment manager or adviser in respect of any selection of investments hereunder.

6. "Qualified Investments" shall be defined for purposes of this Escrow Agreement as follows:
   (a) For an Agreement not qualified for the arbitrage rebate exception for small governmental units under Section 148(f)(4)(C) of the Code, "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) United States Treasury Bills or United States Treasury Notes traded on an open market or issued directly by the United States at a yield not exceeding 4% per annum, (ii) United States Treasury Obligations or other State and Local Government Series time deposit securities with a yield not exceeding 4% per annum, (iii) obligations the interest of which is not includable in the gross income of the holder thereof for federal income tax purposes under Section 103 of the Code and which are rated AA or better by Standard & Poor’s Corporation or Aa or better by Moody’s Investors Service, Inc., (iv) shares of qualified regulated investment companies which distribute exempt interest dividends within the meaning of Section 852 of the Code and which are rated AA or better by Standard & Poor’s Corporation or Aa or better by Moody’s Investors Service, Inc. (tax exempt mutual funds), or (v) United States Treasury Obligations or other State and Local Government Series demand deposit securities.
   (b) For an Agreement qualified for the arbitrage rebate exception for small governmental units under Section 148(f)(4)(C) of the Code, "Qualified Investments" means to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii), (iii) above; (v) repurchase agreements with any state or national bank or trust company, including Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that Escrow Agent or a third party acting solely as agent for Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) shares of money market funds which are registered under the Investment Act of 1940, as amended, and which are rated AAA by Standard & Poor’s Corporation or Aaa by Moody’s Investors Service, Inc.

7. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment listed in the Agreement. Payment shall be made from the Acquisition Fund for the cost of acquisition of part or all of said Equipment listed in the Agreement upon presentation to Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as Exhibit A, executed by Lessee and approved for payment by Lessor, together with an invoice for the cost of the acquisition of said Equipment for which payment is requested and a written approval by Lessor of the vendor to be paid.

8. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate, with the portion thereof designated “Final Acceptance Certificate”, properly executed by Lessee, or (b) the presentation of written notification by Lessor, or, if Lessor shall have assigned its interest under the Agreement, then the assignees or subassignees of all of Lessor’s interest under the Agreement or an Agent on their behalf, that a default has occurred or that Lessee has terminated the Agreement pursuant to Section 5 of the Agreement. Upon termination as described in clause (a) of this paragraph, any amount remaining in the Acquisition Fund shall be used to pay or discharge in any manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest compo-
9. Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent.

10. Escrow Agent incurs no liability to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Agreement or as to the performance of any obligations of Lessor or Lessee. Escrow Agent may consult legal counsel in the event of any dispute or question as to the construction of any provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion or instructions of such counsel. Lessee agrees to indemnify Escrow Agent for, and to hold it harmless against, any loss, liability or expense incurred in connection herewith without gross negligence or willful misconduct on the part of Escrow Agent, including without limitation legal or other fees arising out of or in connection with its entering into this Escrow Agreement and carrying out its duties hereunder, including without limitation the costs and expenses of defending itself against any claim of liability in the premises or any action for interpleader. Escrow Agent shall be under no obligation to institute or defend any action, suit, or legal proceeding in connection herewith, unless first indemnified and held harmless to its satisfaction in accordance with the foregoing, except that Escrow Agent shall not be indemnified against any loss, liability or expense arising out of its own gross negligence or willful misconduct. Such indemnity shall survive the termination or discharge of this Escrow Agreement or resignation of Escrow Agent.

11. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State in which Escrow Agent is located.

12. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and Escrow Agent.

14. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

15. Escrow Agent shall be entitled to fees and expenses for its regular services as Escrow Agent as agreed to in writing with the [Lessor/Lessee]. Escrow Agent is entitled to fees for extraordinary services and reimbursement of any out-of-pocket and extraordinary costs and expenses, including, but not limited to, attorneys’ fees. Escrow Agent shall have a first lien upon the Acquisition Fund for the purpose of paying its fees and expenses. All of Escrow Agent’s compensation, costs and expenses shall be paid by [Lessor/Lessee].

16. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the funds held by Escrow Agent pursuant to this Escrow Agreement shall be allocable to Lessee. Lessor and Lessee agree to provide Escrow Agent completed Forms W-9 and other forms and documents that Escrow Agent may reasonably request (collectively, “Tax Reporting Documentation”) at the time of execution of this Escrow Agreement and any information reasonably requested by Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time. Additionally, the parties shall complete the Incumbency Certificate attached to this Escrow Agreement and provide it to Escrow Agent upon the execution of this Escrow Agreement. The parties hereto understand that if such Tax Reporting Documentation is not so certified to Escrow Agent, Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by Escrow Agent pursuant to this Escrow Agreement.

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives, all as of the ___ day of ____________, 20__.
To: **UMB Bank, n.a.**  
1010 Grand, 4th Floor  
Kansas City, Missouri 64106

and

De Lage Landen Public Finance LLC, Lessor  
1111 Old Eagle School Road  
Wayne, PA 19087

Re: **CITY OF EVANSTON** Equipment Acquisition Fund No. established by the Escrow Agreement, dated as of **MARCH 12, 2018**, (the “Escrow Agreement”), among De Lage Landen Public Finance LLC (“Lessor”), **CITY OF EVANSTON** (“Lessee”) and UMB Bank, n.a., as Escrow Agent (the “Escrow Agent”)

Ladies and Gentlemen:

Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the ‘Equipment’ that is listed in the State and Local Government Lease-Purchase Agreement (the “Agreement”) described in the Escrow Agreement.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Serial Number</th>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Lessee hereby certifies and represents to and agrees with Lessor and Escrow Agent as follows:

1. The Equipment described above has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of said equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time or both would constitute, a default (as described in **Section 15** of the Agreement) exists at the date hereof.

Dated: ________________________, 20____.

---

**PAYEE**

Full Legal Name

Billing Address

Phone Number

City State Zip Code

---

**LESSEE**

Lessee **CITY OF EVANSTON**

Signature

Print Name

Title

---

**LESSOR**

Lessor **DE LAGE LANDEN PUBLIC FINANCE LLC**

Signature

Print Name

Title
This certificate is to be executed only when all equipment has been accepted.

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment.
The undersigned, a duly authorized representative of CITY OF EVANSTON (hereinafter “Lessee”), in connection with the Escrow Agreement dated contemporaneously herewith by and among De Lage Landen Public Finance LLC and UMB Bank, n.a. (hereinafter the “Escrow Agreement”), HEREBY CERTIFIES that the persons whose names, titles and signatures appear below are duly qualified and acting representatives of Lessee on the date hereof. Each holds the office set forth beside his/her name, and the signature appearing opposite his/her name is the genuine signature of such representative. Each is authorized to act on behalf of Lessee with respect to all matters requiring the direction, consent or other action of Lessee as set forth in the Escrow Agreement. UMB Bank, n.a. is entitled to rely on this certification until receipt of written notice to the contrary.

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

IN WITNESS WHEREOF, the undersigned has executed this Certificate for and on behalf of Lessee on this ______ day of ________________________, 20____.
### Part I Reporting Authority

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Issuer’s name</td>
</tr>
<tr>
<td>2</td>
<td>Issuer’s employer identification number (EIN)</td>
</tr>
<tr>
<td>3a</td>
<td>Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)</td>
</tr>
<tr>
<td>3b</td>
<td>Telephone number of other person shown on 3a</td>
</tr>
<tr>
<td>4</td>
<td>Number and street (or P.O. box if mail is not delivered to street address)</td>
</tr>
<tr>
<td>5</td>
<td>Room/suite</td>
</tr>
<tr>
<td>6</td>
<td>City, town, or post office, state, and ZIP code</td>
</tr>
<tr>
<td>7</td>
<td>Date of issue</td>
</tr>
<tr>
<td>8</td>
<td>Name of issue</td>
</tr>
<tr>
<td>9</td>
<td>CUSIP number</td>
</tr>
<tr>
<td>10a</td>
<td>Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)</td>
</tr>
<tr>
<td>10b</td>
<td>Telephone number of officer or other employee shown on 10a</td>
</tr>
</tbody>
</table>

### Part II Type of Issue (enter the issue price).

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Education ..............................</td>
</tr>
</tbody>
</table>
| 12 | Health and hospital ..........................
| 13 | Transportation ............................
| 14 | Public safety ............................
| 15 | Environment (including sewage bonds)
| 16 | Housing ..............................
| 17 | Utilities ..............................
| 18 | Other. Describe  |

If obligations are TANs or RANs, check only box 19a
If obligations are BANs, check only box 19b
If obligations are in the form of a lease or installment sale, check box

### Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>(a) Final maturity date</td>
<td>(b) Issue price</td>
<td>(c) Stated redemption price at maturity</td>
</tr>
<tr>
<td></td>
<td>XXXXXXX</td>
<td>$ XXXXXXX</td>
<td>$ XXXXXXX</td>
</tr>
</tbody>
</table>

### Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>Proceeds used for accrued interest</td>
</tr>
<tr>
<td>23</td>
<td>Issue price of entire issue (enter amount from line 21, column (b))</td>
</tr>
<tr>
<td>24</td>
<td>Proceeds used for bond issuance costs (including underwriters’ discount)</td>
</tr>
<tr>
<td>25</td>
<td>Proceeds used for credit enhancement</td>
</tr>
<tr>
<td>26</td>
<td>Proceeds allocable to reasonably required reserve or replacement fund</td>
</tr>
<tr>
<td>27</td>
<td>Proceeds used to currently refund prior issues</td>
</tr>
<tr>
<td>28</td>
<td>Proceeds used to advance refund prior issues</td>
</tr>
<tr>
<td>29</td>
<td>Total (add lines 24 through 28)</td>
</tr>
<tr>
<td>30</td>
<td>Nonrefundable proceeds of the issue (subtract line 29 from line 23 and enter amount here)</td>
</tr>
</tbody>
</table>

### Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>Enter the remaining weighted average maturity of the bonds to be currently refunded</td>
</tr>
<tr>
<td>32</td>
<td>Enter the remaining weighted average maturity of the bonds to be advance refunded</td>
</tr>
<tr>
<td>33</td>
<td>Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)</td>
</tr>
<tr>
<td>34</td>
<td>Enter the date(s) the refunded bonds were issued</td>
</tr>
</tbody>
</table>

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form 8038-G (Rev. 9-2011)
Part VI  Miscellaneous

35  Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) ..............
    XXXXXX

36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract  
    (GIC) (see instructions) ..............................................
    XXXXXX
    b Enter the final maturity date of the GIC ➤ __________________________________________
    c Enter the name of the GIC provider ➤ ................................

37  Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans  
    to other governmental units ........................................
    XXXXXX

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ➤ and enter the following information:
    b Enter the date of the master pool obligation ➤ ____________________________
    c Enter the EIN of the issuer of the master pool obligation ➤
    d Enter the name of the issuer of the master pool obligation ➤

39  If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . . ➤

40  If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ...........................

41a If the issuer has identified a hedge, check here ➤ and enter the following information:
    b Name of hedge provider ➤ ______________________________________________________________________
    c Type of hedge ➤ ______________________________________________________________________
    d Term of hedge ➤ ______________________________________________________________________

42  If the issuer has superintegrated the hedge, check box ............................................................

43  If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated  
    according to the requirements under the Code and Regulations (see instructions), check box ... . . . . . . ➤

44  If the issuer has established written procedures to monitor the requirements of section 148, check box ..........................

45a If some portion of the proceeds was used to reimburse expenditures, check here ➤ and enter the amount  
    of reimbursement ...........................................................
    b Enter the date the official intent was adopted ➤ ____________________________

Signature and Consent

[Signature of issuer’s authorized representative] ➤ [Date]

Paid Preparer Use Only

Print/Type preparer’s name ➤ [Preparer’s signature] ➤ [Date] ➤ Check ☐ if self-employed

Firm’s name ➤ [Firm’s EIN] ➤ [Phone no.]

Form 8038-G (Rev. 9-2011)
Instructions for Form 8038-G
(Rev. September 2011)
Information Return for Tax-Exempt Governmental Obligations

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions
Purpose of Form
Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...

THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...

$100,000 or more A separate Form 8038-G for each issue

Less than $100,000 Form 8038-G, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installation Sales

Other Forms That May Be Required
For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

When To File
File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See Where To File next.

Where To File
File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing paying" rule for tax returns and payments. These private delivery services include only the following:
- DHL Express (DHL), DHL Same Day Service.

The private delivery service can tell you how to get written proof of the mailing date.

Rounding to Whole Dollars
You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G
For specific questions on how to file Form 8038-G, send an email to the IRS at TaxExemptBondQuestions@irs.gov and put "Form 8038-G Question" in the subject line. In the body of your email, include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions
Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:
- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or $5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.
Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement of proceeds) in a period of not more than 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:
1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, and
2. All the bonds that are part of the issue are qualified section 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of repeating any arbitrage or may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1 1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-C.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the Amended Return box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate directly with the individual property to be owned by a governmental unit or a section 501(c)(3) organization, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.

Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue

Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see Issue price under Definitions earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease."). Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. Do not check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.
Part III—Description of Obligations
Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue. For column (b), see Issue price under Definitions earlier.
For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write “N/A” in column (c).
For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.
For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write “VR” as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue
For a lease or installment sale, write “N/A” in the space to the right of the title for Part IV.
Line 22. Enter the amount of proceeds that will be used to pay interest on the bond the dates are dated to the date of issue.
Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trusteess and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.
Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).
Line 26. Enter the amount of proceeds that will be allocated to such a fund.
Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.
Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceed that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds
Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write “N/A” in the space to the right of the title for Part V.
Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).
Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in a MM/DD/YYYY format.

Part VI—Miscellaneous
Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than $15 million but is not more than the amount that would cause the issue to be private activity bonds.
Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.
Line 37. Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.
Line 38. If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.
Line 40. Check this box if the issuer is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this box. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the “election document.”
Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.
Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.
Line 43. If the issuer takes a “deliberate action” after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).
Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Signature and Consent
An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer’s return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Paid Preparer
If an authorized officer of the issuer filled in this return, the paid preparer’s space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the
return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the Paid Preparer Use Only area of the return.

The paid preparer must:
• Sign the return in the space provided for the preparer’s signature (a facsimile signature is acceptable),
• Enter the preparer information, and
• Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file 2022 returns and return information as this form varies depending on individual circumstances. The estimated average time is:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Learning about the law or the form</td>
<td>2</td>
</tr>
<tr>
<td>Preparing, copying, assembling, and sending the form to the IRS</td>
<td>3</td>
</tr>
</tbody>
</table>

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this office. Instead, see Where To File.
Memorandum

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

From: Lawrence C. Hemingway, PRCS Director

Subject: 2018 Special Events Calendar

Date: March 12, 2018

Recommended Action:
Staff recommends approval of the 2018 calendar of special events, contingent upon compliance of all requirements as set forth by the Special Event Policy & Guidelines. This year’s calendar includes four new events: a marshmallow drop at James Park, the Evanston Green Ball at the Ladd Arboretum, a two date concert series at Canal Shores and a two date block party on Dempster, between Chicago and Hinman.

Funding Source:
Costs for city services provided for events require a 100% reimbursement from the sponsoring organization or event coordinator. These fees are waived for City events and City co-sponsored Events.

Livability Benefits:
Health and Safety: Promote health, active lifestyles
Equity and Empowerment: support quality human service programs

Summary:
Lakefront park events of 100 participants or more and non-lakefront park events of 250 participants or more require Human Services Committee and City Council approval. Non-park events with 250 participants or more and/or requiring a street closure, (with exception of block parties) require Administration and Public Works Committee and City Council approval. The Human Services Committee approved the lakefront and park events on March 5, 2018.
1. Events requiring Administration and Public Works Committee Approval

a) **Returning events**

b) **New event:**
   **Big Evanston Block Party,** 12pm - 10pm, Saturday/Sunday, August 25 and 26
   Organizer: Jake Samuels, Executive Director of SPACE (1245 Chicago Ave)
   Jake Samuels, in conjunction with The Main-Dempster Mile, is proposing a two day small scale street festival on Dempster between Chicago and Hinman to celebrate the 10th anniversary of SPACE.

2. Events Approved by the Human Services Committee on March 5, 2018

a) **Returning park events:**
   **Lakefront Park Events:** Willard School Fun Run, Honor the Fallen Walk, Nichols School Walk, Starlight Concert and Movie Series, Race Against Hate 5K, 4th of July Fireworks, World Arts and Music Festival, Great Lake Plunge, Rotary International Staff Picnic, North Shore Century Bike Ride, Walk a Mile in Her Shoes, Northshore Crop Hunger Walk, Flying Turkey 5K Run, NAMI CCNS 5K Run/Walk

   **Non-lakefront Park Events:** Evanston Garden Fair, YEA Festival, Memorial Day Ceremony, Starlight Concert and Movie Series, Thursday Night Live, Custer Fair, Haitian Community Picnic, Ride for AIDS, Second Baptist Church Picnic, Friends and Family Day Celebration (former Jamaica Day Celebration Picnic), Dar-us-Sunnah Masijid Community Picnic, Evanston Remembrance Picnic, Evanston CommUnity Picnic, Zombie Scramble, Veterans Day Ceremony, First Night Evanston

b) **New park events:**
   **Marshmallow Drop,** 11am - 1pm, Friday, March 30, 2018
   The Parks, Recreation and Community Services Department will host a marshmallow drop event. A blizzard of marshmallows will be dropped from a helicopter over James Park and kids will be released in 3 different age groups to collect as many marshmallows as possible (similar to an egg hunt). Prizes will be
given for marshmallows collected and one person out of each age group will receive a grand prize if they find the magic marshmallow.

The Green Ball, 6pm – 10pm, Friday, May 18
The Evanston Environmental Association (EEA) and the City of Evanston will host the Seventh Annual Evanston Green Ball. The Green Ball normally takes place at the Levy Center but this year, the event is proposed to take at the Ladd Arboretum. A 20’ x40’ tent will be erected for supporters of green causes to gather, converse, eat, drink and dance the night away.

Live at Canal Shores, 6pm – 10pm, Friday/Saturday, July 27 and 28
Jake Samuels, Executive Director of SPACE, the live music venue at 1245 Chicago Ave., is proposing a two date concert series to take place at Canal Shores to celebrate SPACE’s 10th anniversary in Evanston. Jake is in discussions with property managers of the 1000 Central Garage and the surface lot of COS Building on Ridge regarding parking for the concerts.

The City will have improvement projects in various Evanston locations; some of which may affect proposed events. The special events committee will work closely with the Public Works staff to update event coordinators on construction project timelines to minimize conflicts as much as possible so they can plan accordingly in case their event needs to be modified.

Staff will be responsible for ensuring that all of the necessary information is submitted and requirements are met before event coordinators can receive a special event permit for their event.

Attachments:
Permit Application for the New Proposed Events
List of 2018 Special Events and other activities taking place in the city
List of lakefront events (separated for quick reference)
Special Event Permit Policy & Instructions
City of Evanston
2018 Event Permit Application

Submit this application, along with a description of your proposed event, and $150 application fee, to the City of Evanston, Parks, Recreation and Community Services Department, c/o Special Events Committee, 2100 Ridge Ave. Evanston, IL 60201 by Wednesday, January 31, 2018.
Email: specialevents@cityofevanston.org Fax: (847) 446-8051 Phone: 847-866-2914.

Please refer to the Special Event Permit Instructions on the preceding pages while completing this application.

Event Information
Name of Event: Big Evanston Block Party
Estimated # of participants:

Event Location(s): Dempster between Chicago & Hinman
Estimated Attendance: 1,000-2,000

Type of Event:
- [X] Festival/Fair
- [ ] Parade/March
- [ ] Race/Walk/Bike Ride
- [ ] Concert
- [ ] Sidewalk Sale
- [ ] Other

Date(s): Aug 26-27 Rain Date(s):
Event time: Start: 12p a.m./p.m. Finish: 10p a.m./p.m.
Set Up Time: Start: 6:00a.m./p.m. Take Down Finish: 12a.m./p.m.

Yes ☐ No ☐ Is the Event a Fundraiser? Beneficiary:
Yes ☑ No ☐ Registration/Entrance Fee: Amount:

Organization Information
Yes ☐ No ☐ Is this organization registered with the State of Illinois as a non-profit organization?

Organization:

Address:

Business Phone: Fax: E-mail:

Contact Person
Name: Jake Samuels Are you 18 yrs or older: Yes
Address: 1245 Chicago Ave Evanston, IL 60202
Telephone: 847-556-9755 Cellular: 847-840-4340 E-mail: jake@evanstonspace.com
Relation to above organization: Executive Director of SPACE
General Service Questions

Section A: Public Works Department: Traffic/Parking/Sanitation:
Yes ☐ No ☐ Are street closures requested?
If yes, what streets? Dempster between Chicago Ave & Hinman

Justification for street closure: Street festival

Yes ☐ No ☐ Are covering parking meters requested?
If yes, provide locations &/or meter numbers All meters on Dempster between Chicago Ave & Hinman

Does your event require any other parking related requests or considerations? If so, please list them below:

What is your plan for cleaning, recycling and disposing of all refuse from this event? Will utilize SPACE's private waste and recycling or make arrangements with Public Works and pay corresponding fee.

- It is the event organizer’s responsibility to dispose of all trash/recycling daily throughout the event, unless otherwise contracted with the City, which will require a fee. A minimum charge of $100 includes 5 trash and 5 recycling carts. $30 for each additional trash and 5 recycling carts. Please refrain from using the public trash/recycling containers for your event.

Section B: Community Development Department: Tent / Electrical / Banner Permit
Yes ☐ No ☐ Will tents larger than 10 x 10 be used for your event?
Yes ☐ No ☐ Will a stage be used for your event?

Yes ☐ No ☐ Will you be using electrical equipment? (Permit not required for small portable generators)
► If yes, you will need to complete a separate tent and/or electrical permit application. Tent Permit fee is $30 / Electrical Permit fee varies.

- All applicants should provide their own source of power for their specific needs; the City generally will not provide electrical services of any sort. Permit is required for installation of temporary electric service or larger portable power generator (20kw or larger) intended to provide power for multiple vendors, stages, etc.

Yes ☐ No ☐ Will you need banners hung?
► If yes, you will need to complete a separate banner permit application. Fee is $20.

Section C: Fire Department
Yes ☐ No ☐ Will the Fire Department have access to all sites in the event of an emergency?
If not, please provide a contingency plan in the event of an emergency.

Yes ☐ No ☐ Will any fire hydrants be obstructed?
Yes ☐ No ☐ Will you be supplying your own First-Aid station?

Section D: Police Department
Yes ☐ No ☐ Is traffic control or crowd control necessary for your event?
If so, please describe your needs: A minimum of three off-duty Evanston Police will be hired and paid for by the presenting organization, in addition to a team of 10+ private security.

- Depending on attendance, the City may require Police and/or Fire personnel at the function. The City shall determine the number of personnel necessary to ensure the safety of participants, minimize the inconvenience to residents, and reduce the public liability exposure to the sponsoring agency as well as the City. City personnel involved in advance of, during and after, the day(s) of the event may be charged back to the sponsoring agency. Minimum $40 per hour.
Section E: Health Department: Temporary Food Permit
Yes ☑ No ☐ Is food or drink being served at this event?
   • If yes, you will need to complete a separate temporary food event permit application. Temporary food event permit fee is $111.
   • No food or beverage shall be sold or given away at events open to the public, unless authorized by the City.

Section F: Legal/Liquor Department: Liquor License
Yes ☑ No ☐ Will alcoholic beverages be served or sold?
   • If yes, you will need to complete a separate liquor license application. Liquor license fee is $150.
Complete address where liquor will be served/sold:
Where will the sale of liquor take place: ☑ Indoors ☑ Outdoors
 The sale premises are located on: ☑ Private property ☑ Public Property

Section G: Parks, Recreation and Community Services Department: Park Permit
Yes ☑ No ☐ Will this event be held in a City Park?
   • If so, which Park(s) (be specific):
      You will need to complete a separate park permit application. Park permit fee is $150 and $250 for lakefront parks.

Section H: Parks, Recreation and Community Services Department: Loudspeaker Permit
Yes ☑ No ☐ Will a PA system or loudspeaker be used?
   • If yes, you will need to complete a separate loudspeaker permit application and answer the following questions:
Date(s): August 24 & 25, 2018
Hours of Operation: 10a.m.-10p.m.
Finish: 10p.m.
Please check the type of sound to be emitted:
☐ Speech ☐ Recorded Music ☑ Live Music ☐ Other:

Section I: Public Works Department
Yes ☑ No ☐ Does the event include a sidewalk sale?

Section J: City Collector's Office: Raffle Permit
Yes ☑ No ☐ Are you selling raffle tickets as part of your event?
   • If yes, you will need to complete a separate raffle permit application. Raffle permit fee is $50.00.

Section K: Publicity
The City of Evanston lists most major special events that are open to the public on its Web site calendar because neighborhoods and business districts may be affected by traffic, noise, etc. The calendar listing also provides additional promotion of your event to residents and visitors. However, some events are not open to the public and should not be listed. Should your event be included on the City of Evanston's calendar of events? Yes ☑ No ☐

If yes, at least one month before the event, please email text that you would like us to list to communications@cityofevanston.org or use the space below on this page. Be sure to include the event title, description, day, date, time, location, and admission fee, if any. If you would like us to link to your web site, so visitors can access the most up-to-date details, please print the URL link below:

Recruit volunteers for your event at www.volunteersavanston.com or contact the volunteer coordinator at 847-859-7833.
**BIG EVANSTON BLOCK PARTY**
**SUMMER 2018**

**Potential Dates:** Tentatively set for Aug 25-26, 2018

**Potential Artists:** Performers of a high caliber, representative of SPACE programming.

**Capacity:** 1,000 – 2,000

**Admission:** Free event

**Timing:** 2pm gate opens. 3pm music starts. 9:45pm music ends. 10pm site cleared.

**Transportation:** Parking routed to garage on Davis. Bike parking provided. Ride share drop-off near Dempster St purple line.

**Safety:** 3 Off Duty EPD. 12 Private security guards. 1 on-site EMT.

**Neighborhood Impact:** With support from The Main-Dempster Mile and other neighborhood stakeholders, we will work to minimize impact on neighbors and fellow merchants.

**Vending:** 3-4 Food Trucks. Two bar areas selling beer and wine.

**Timeline:** Talent contracted by April 30. Announcement early May.

**Community Involvement:** Space will be provided for a non-profit beneficiary to set-up a table and share information.
City of Evanston
2018 Event Permit Application

Submit this application, along with a description of your proposed event, and $150 application fee, to the City of Evanston, Parks, Recreation and Community Services Department, c/o Special Events Committee, 2100 Ridge Ave. Evanston, IL 60201 by Wednesday, January 31, 2018. Email: specialevents@cityofevanston.org Fax: (847) 448-8051 Phone: 847-866-2914.

Please refer to the Special Event Permit Instructions on the preceding pages while completing this application.

Event Information

Name of Event: Live at Canal Shores

Event Location(s): 1030 Central St Evanston, IL 60201

Type of Event: Concert

Date(s): Tentatively Rain Date(s): July 27 & 28, 2018

Event time: Start 6:00p a.m./p.m. Finish: 10p a.m./p.m.

Set Up Time: Start 8:00a a.m./p.m. Take Down Finish: 12a a.m./p.m.

Yes ☑ No ☐ Is the Event a Fundraiser? Beneficiary: Proceeds to partially benefit Canal Shores

Yes ☑ No ☐ Registration/Entrance Fee: Amount: $30-35

Organization Information

Yes ☑ No ☐ Is this organization registered with the State of Illinois as a non-profit organization?

Organization: Evanston - Wilmette Golf Course Association

Address: 1030 Central St Evanston, IL 60201

Business Phone: 847-475-9173 Fax: E-mail: DBull@canalshores.org

Contact Person

Name: Jake Samuels Are you 18 yrs or older: Yes

Address: 1245 Chicago Ave Evanston, IL 60202

Telephone: 847-556-9755 Cellular: 847-840-4340 E-mail: jake@evanstonspace.com

Relation to above organization: Executive Director of SPACE

2018 Permit Application
General Service Questions

Section A: Public Works Department: Traffic/Parking/Sanitation:
Yes ☐ No ☑ Are street closures requested?
If yes, what streets?  

Justification for street closure:  

Yes ☐ No ☑ Are covering parking meters requested?
If yes, provide locations &/or meter numbers  

Does your event require any other parking related requests or considerations? If so, please list them below:
Parking to be coordinated with garage at 1000 Central St or on Canal Shores property.  

What is your plan for cleaning, recycling and disposing of all refuse from this event? Will utilize vendor used by Canal Shores for private waste and recycling or make arrangements with Public Works and pay corresponding fee.
• It is the event organizer’s responsibility to dispose of all trash/recycling daily throughout the event, unless otherwise contracted with the City, which will require a fee. A minimum charge of $100 includes 5 trash and 5 recycling carts. $30 for each additional 5 trash and 5 recycling carts. Please refrain from using the public trash/recycling containers for your event.

Section B: Community Development Department: Tent / Electrical / Banner Permit
Yes ☑ No ☐ Will tents larger than 10 x10 be used for your event?
Yes ☑ No ☐ Will a stage be used for your event?
Yes ☑ No ☐ Will you be using electrical equipment? (Permit not required for small portable generators)
  > If yes, you will need to complete a separate tent and/or electrical permit application. Tent Permit fee is $30 / Electrical Permit fee varies.
• All applicants should provide their own source of power for their specific needs; the City generally will not provide electrical services of any sort. Permit is required for installation of temporary electric service or larger portable power generator (20kw or larger) intended to provide power for multiple vendors, stages, etc.

Yes ☑ No ☐ Will you need banners hung?
  > If yes, you will need to complete a separate banner permit application. Fee is $20.

Section C: Fire Department
Yes ☑ No ☐ Will the Fire Department have access to all sites in the event of an emergency?
If not, please provide a contingency plan in the event of an emergency.

Yes ☐ No ☑ Will any fire hydrants be obstructed?
Yes ☑ No ☐ Will you be supplying your own First-Aid station?

Section D: Police Department
Yes ☑ No ☑ Is traffic control or crowd control necessary for your event?
If so, please describe your needs: A minimum of four off-duty Evanston Police will be hired and paid for by the presenting organization, in addition to a team of 16+ private security.

• Depending on attendance, the City may require Police and/or Fire personnel at the function. The City shall determine the number of personnel necessary to ensure the safety of participants, minimize the inconvenience to residents, and reduce the public liability exposure to the sponsoring agency as well as the City. City personnel involved in advance of, during and after, the day(s) of the event may be charged back to the sponsoring agency. Minimum $40 per hour.

2018 Permit Application
Section E: Health Department: Temporary Food Permit
Yes ☑ No ☐ Is food or drink being served at this event?
  ► If yes, you will need to complete a separate temporary food event permit application. Temporary food event permit fee is $111.
  * No food or beverage shall be sold or given away at events open to the public, unless authorized by the City.
  **Temporary food event permit application to be submitted once food truck vendors are confirmed.

Section F: Legal/Liquor Department: Liquor License
Yes ☑ No ☐ Will alcoholic beverages be served or sold?
  ► If yes, you will need to complete a separate liquor license application. Liquor license fee is $150.
  **Liquor license application to be submitted.
Complete address where liquor will be served/sold:
Where will the sale of liquor take place: ☑ Indoors ☐ Outdoors
The sale premises are located on: ☑ Private property ☐ Public Property

Section G: Parks, Recreation and Community Services Department: Park Permit
Yes ☐ No ☑ Will this event be held in a City Park?
  ► If so, which Park(s) (be specific):
You will need to complete a separate park permit application. Park permit fee is $150 and $250 for lakefront parks.

Section H: Parks, Recreation and Community Services Department: Loudspeaker Permit
Yes ☑ No ☐ Will a PA system or loudspeaker be used?
  ► If yes, you will need to complete a separate loudspeaker permit application and answer the following questions:
Date(s): July 27-28, 2018 Hours of Operation: 2p a.m./p.m. Finish: 10p a.m./p.m.
Please check the type of sound to be emitted:
☐ Speech ☐ Recorded Music ☑ Live Music ☐ Other: ____________

Section I: Public Works Department:
Yes ☐ No ☑ Does the event include a sidewalk sale?

Section J: City Collector's Office: Raffle Permit
Yes ☐ No ☑ Are you selling raffle tickets as part of your event?
  ► If yes, you will need to complete a separate raffle permit application. Raffle permit fee is $50.00.

Section K: Publicity
The City of Evanston lists most major special events that are open to the public on its Web site calendar because neighborhoods and business districts may be affected by traffic, noise, etc. The calendar listing also provides additional promotion of your event to residents and visitors. However, some events are not open to the public and should not be listed. Should your event be included on the City of Evanston’s calendar of events? Yes ☑ No ☐

If yes, at least one month before the event, please email text that you would like us to list to communications@cityofevanston.org or use the space below on this page. Be sure to include the event title, description, day, date, time, location, and admission fee, if any. If you would like us to link to your web site, so visitors can access the most up-to-date details, please print the URL link below:

Recruit volunteers for your event at www.volunteerevanston.com or contact the volunteer coordinator at 847-859-7833.
LIVE AT CANAL SHORES
SUMMER 2018

Potential Dates: Tentatively set for July 27-28, 2018

Potential Artists: Performers of a high caliber, representative of SPACE programming.

Capacity: 2,250 (200 VIP Seats in front of the stage. The balance on blankets and grass behind.)

Admission: $35 - $50 per single day ticket. $75 for VIP. Discounted 2 day pass?

Timing: 6pm gate opens. 7pm music starts. 9:45pm music ends. 10pm site cleared.

Transportation: Parking at 1000 Central St., Purple Line to Central. Ride share drop-off in parking lot behind clubhouse. Bicycle parking to be provided.

Safety: 4 Off Duty EPD. 15-20 Private security guards. 1 on-site EMT.

Neighborhood Impact: The natural entryway with parking on the Central St. side will make guest arrival and departure very low-impact. The orientation of the stage, quality of the sound, and caliber of performer will keep sound levels reasonable.

Vending: 3-4 Food Trucks. Guests permitted to bring picnics, no alcohol. Two bar areas selling beer and wine.

Marketing: WXRT media sponsor. Extensive PR and advertising campaign around SPACE10 summer series.


Community Involvement: Space will be provided for several local non-profits to set-up a table and share information. Ticket buyers will be given the option to donate to Canal Shores during the on-line ticket buying process.
City of Evanston
2017 Event Permit Application

Submit this application, along with a description of your proposed event, and $150 application fee, to the City of Evanston, Parks, Recreation and Community Services Department, c/o Special Events Committee, 2100 Ridge Ave. Evanston, IL 60201 by Tues, January 31, 2017.
Email: specialevents@cityofevanston.org Fax: (847) 448-8051 Phone: 847-866-2914.

Please refer to the Special Event Permit Instructions on the preceding pages while completing this application.

Event Information

Name of Event: Marshmallow Drop

Event Location(s): James Park

Estimated # of participants: 400

Estimated Attendance: 500

Type of Event: ☑️ PROS Special Event

Parade/March

Concert

Other

Date(s): 3-30-18

Rain Date(s): NA

Event time: Start: 11 a.m./p.m. Finish: 1 a.m./p.m.

Set Up Time: Start: 9 a.m./p.m. Take Down Finish: 2 a.m./p.m.

Is the Event a Fundraiser? Yes ☐ No ☑

Beneficiary:

Registration/Entrance Fee: Amount:

Organization Information

Yes ☐ No ☑ Is this organization registered with the State of Illinois as a non-profit organization?

Organization: City of Evanston PROS Dept.

Address: 1028 Central St Evanston, IL 60201

Business Phone: 847-448-8081 Fax: ☐ ☑ E-mail: mtoompkins@cityofevanston.org

Contact Person

Name: Michelle Tampkins

Are you 18 yrs or older: Yes

Address: 1028 Central St Evanston, IL 60201

Telephone: 847-448-8081 Cellular: ☐ ☑ E-mail: mtoompkins@cityofevanston.org

Relation to above organization: Employee

Date: 1-28-17
General Service Questions
Section A: Public Works Department: Traffic/Parking/Sanitation:
Yes ☐ No ☐ Are street closures requested?
If yes, what streets?

Justification for street closure:

Yes ☐ No ☐ Are covering parking meters requested?
If yes, provide locations &/or meter numbers

Does your event require any other parking related requests or considerations? If so, please list them below:

No

What is your plan for cleaning, recycling and disposing of all refuse from this event? We will bring in extra garbage cans & recycling for event along with porta potties if necessary. You must provide a plan for accommodating recyclables and co-locate recycling and refuse containers.

Section B: Community Development Department: Tent / Electrical Permit
Yes ☐ No ☐ Will tents larger than 10 x10 be used for your event?
Yes ☐ No ☐ Will a stage be used for your event?
Yes ☐ No ☐ Will you be using electrical equipment?

If yes, you will need to complete a separate tent and/or electrical permit application. All applicants should provide their own source of power for their specific needs; the City generally will not provide electrical services of any sort. Tent Permit fee is $30 / Electrical Permit fee varies.

Section C: Fire Department
Yes ☐ No ☐ Will the Fire Department have access to all sites in the event of an emergency?
If not, provide a contingency plan in the event of an emergency.

Yes ☐ No ☐ Will any fire hydrants be obstructed?

Yes ☐ No ☐ Will you be supplying your own First-Aid station?

Section D: Police Department
Yes ☐ No ☐ Is traffic control or crowd control necessary for your event?
If so, please describe your needs:

• Depending on attendance, the City may require Police and/or Fire personnel at the function. The City shall determine the number of personnel necessary to ensure the safety of participants, minimize the inconvenience to residents, and reduce the public liability exposure to the sponsoring agency as well as the City. City personnel involved in advance of, during and after, the day(s) of the event may be charged back to the sponsoring agency.

Section E: Health Department: Temporary Food Permit
Yes ☐ No ☐ Is food or drink being served at this event?

If yes, you will need to complete a separate temporary food event permit application. Temporary food event permit fee is $111.

• No food or beverage shall be sold or given away at events open to the public, unless authorized by the City.
Section F: Legal/liquor Department: liquor license
Yes ☐ No ☑ Will alcoholic beverages be served or sold?
   ➤ If yes, you will need to complete a separate liquor license application. liquor license fee varies.
   Complete address where liquor will be served/sold:
   Where will the sale of liquor take place: □ Indoors □ Outdoors
   The sale premises are located on: □ Private property □ Public Property

Section G: Parks, Recreation and Community Services Department: Park Permit
Yes ☑ No ☐ Will this event be held in a City Park?
   ➤ If so, which Park (s) (be specific): James Park
   You will need to complete a separate park permit application. Park permit fee varies.

Section H: Parks, Recreation and Community Services Department: Loudspeaker Permit
Yes ☑ No ☐ Will a PA system or loudspeaker be used?
   ➤ If yes, you will need to complete a separate loudspeaker permit application and answer the following questions:
   Date(s): 9-30-18 Hours of Operation: [____] a.m./p.m. Finish: [____] a.m./p.m.
   Please check the type of sound to be emitted:
   ☑ Speech ☑ Recorded Music ☐ Live Music ☐ Other: ____________

Section I: Public Works Department: Right of Way Permit
Yes ☐ No ☑ Does the event include a sidewalk sale?
   ➤ If yes, you will need to complete a separate Right of Way permit application. Right of way permit fee varies.

Section J: City Collector's Office: Raffle Permit
Yes ☐ No ☑ Are you selling raffle tickets as part of your event?
   ➤ If yes, you will need to complete a separate raffle permit application. Raffle permit fee is $50.00.

Section K: Publicity
The City of Evanston lists most major special events that are open to the public on its Web site calendar because neighborhoods and business districts may be affected by traffic, noise, etc. The calendar listing also provides additional promotion of your event to residents and visitors. However, some events are not open to the public and should not be listed. Should your event be included on the City of Evanston's calendar of events? Yes ☑ No ☐

If yes, at least one month before the event, please email text that you would like us to list to communications@cityofevanston.org or use the space below on this page. Be sure to include the event title, description, day, date, time, location, and admission fee, if any. If you would like us to link to your web site, so visitors can access the most up-to-date details, please print the URL link below:

Recruit volunteers for your event at www.volunteer Evanston.com or contact the volunteer coordinator at 847-859-7833.
Area may decrease in size

Drop area, we will have garbage bins throughout the area.
City of Evanston
2018 Event Permit Application

Submit this application, along with a description of your proposed event, and $150 application fee, to the City of Evanston, Parks, Recreation and Community Services Department, c/o Special Events Committee, 2100 Ridge Ave. Evanston, IL 60201 by Wednesday, January 31, 2018.
Email: specialevents@cityofevanston.org Fax: (847) 448-8051 Phone: 847-866-2914.

Please refer to the Special Event Permit Instructions on the preceding pages while completing this application.

Event Information

Name of Event: THE GREEN BOWL
Event Location(s): EVANSTON ECOLOGY CENTER
Estimated # of participants: 2
Estimated Attendance: 200-300

Type of Event:
- Festival/Fair
- Race/Walk/Bike Ride
- Sidewalk Sale
- Parade/March
- Concert
- Other

Date(s): 5/18 Rain Date(s): 
Event time: Start (a.m./p.m.) Finish: 10 a.m./p.m.
Set Up Time: Start: 12 a.m./p.m. Take Down Finish: 11 a.m./p.m.

Yes ☒ No ☐ Is the Event a Fundraiser? Beneficiary: EVANSTON ECOLOGY CENTER PROGRAMS
Yes ☒ No ☐ Registration/Entrance Fee: Amount: $50.00

Organization Information

Yes ☒ No ☐ Is this organization registered with the State of Illinois as a non-profit organization?
Organization: EVANSTON ENVIRONMENTAL ASSOCIATION CITY OF EVANSTON
Address: 2024 McCormick Blvd. Evanston 60201
Business Phone: 847-448-8256 Fax: E-mail: INFO@EVANSTONEVIRONMENT.ORG

Contact Person

Name: DICK PEACH Are you 18 yrs or older: YES
Address: 1414 GREENLEAF ST EVANSTON 60202
Telephone: 847-328-0816 Cellular: 847-702-1423 E-mail: rdpeach@comcast.net
Relation to above organization: PRESIDENT
General Service Questions

Section A: Public Works Department: Traffic/Parking/Sanitation:
Yes □ No ☑ Are street closures requested?
If yes, what streets: ____________________________

Justification for street closure: ____________________________

Yes □ No ☑ Are covering parking meters requested?
If yes, provide locations &/or meter numbers ____________________________

Does your event require any other parking related requests or considerations? If so, please list them below:

What is your plan for cleaning, recycling and disposing of all refuse from this event:

Collective Resource 4-City

- It is the event organizer’s responsibility to dispose of all trash/recycling daily throughout the event, unless otherwise contracted with the City, which will require a fee. A minimum charge of $100 includes 5 trash and 5 recycling carts. $30 for each additional 5 trash and 5 recycling carts. Please refrain from using the public trash/recycling containers for your event.

Section B: Community Development Department: Tent / Electrical / Banner Permit

Yes ☑ No □ Will tents larger than 10x10 be used for your event?

Yes □ No ☑ Will a stage be used for your event?

Yes □ No ☑ Will you be using electrical equipment? (Permit not required for small portable generators)
  ➤ If yes, you will need to complete a separate tent and/or electrical permit application. Tent Permit fee is $30 /
  Electrical Permit fee varies.

- All applicants should provide their own source of power for their specific needs; the City generally will not provide
electrical services of any sort. Permit is required for installation of temporary electric service or larger portable
power generator (20kw or larger) intended to provide power for multiple vendors, stages, etc.

Yes □ No ☑ Will you need banners hung?
  ➤ If yes, you will need to complete a separate banner permit application. Fee is $20.

Section C: Fire Department

Yes ☑ No □ Will the Fire Department have access to all sites in the event of an emergency?
If not, please provide a contingency plan in the event of an emergency.

Yes □ No ☑ Will any fire hydrants be obstructed?

Yes ☑ No □ Will you be supplying your own First-Aid station?

Section D: Police Department

Yes □ No ☑ Is traffic control or crowd control necessary for your event?
If so, please describe your needs: ____________________________

- Depending on attendance, the City may require Police and/or Fire personnel at the function. The City shall determine the
  number of personnel necessary to assure the safety of participants, minimize the inconvenience to residents, and reduce
  the public liability exposure to the sponsoring agency as well as the City. City personnel involved in advance of, during
  and after, the day(s) of the event may be charged back to the sponsoring agency. Minimum $40 per hour.
Section E: Health Department: Temporary Food Permit
Yes ☑ No ☐ Is food or drink being served at this event?
   ➔ If yes, you will need to complete a separate temporary food event permit application. Temporary food event permit fee is $111.
   * No food or beverage shall be sold or given away at events open to the public, unless authorized by the City.

Section F: Legal/Liquor Department: Liquor License
Yes ☑ No ☐ Will alcoholic beverages be served or sold?
   ➔ If yes, you will need to complete a separate liquor license application. Liquor license fee is $150.
   Complete address where liquor will be served/sold: 2524 McCormick Blvd, Evanston, IL 60201
   Where will the sale of liquor take place: ☑ Indoors ☐ Outdoors ☐ Private property ☑ Public Property

Section G: Parks, Recreation and Community Services Department: Park Permit
Yes ☑ No ☐ Will this event be held in a City Park?
   ➔ If so, which Park(s) (be specific): Lake Ann Park
   You will need to complete a separate park permit application. Park permit fee is $150 and $250 for lakefront parks.

Section H: Parks, Recreation and Community Services Department: Loudspeaker Permit
Yes ☑ No ☐ Will a PA system or loudspeaker be used?
   ➔ If yes, you will need to complete a separate loudspeaker permit application and answer the following questions:
   Date(s): 8/18/18 Hours of Operation: 6 a.m.-7 p.m. Finish: 10 a.m.-11 p.m.
   Please check the type of sound to be emitted:
   ☑ Speech ☑ Recorded Music ☐ Live Music ☐ Other:

Section I: Public Works Department:
Yes ☑ No ☐ Does the event include a sidewalk sale?

Section J: City Collector’s Office: Raffle Permit
Yes ☑ No ☐ Are you selling raffle tickets as part of your event?
   ➔ If yes, you will need to complete a separate raffle permit application. Raffle permit fee is $30.00.

Section K: Publicity
The City of Evanston lists most major special events that are open to the public on its Web site calendar because neighborhoods and business districts may be affected by traffic, noise, etc. The calendar listing also provides additional promotion of your event to residents and visitors. However, some events are not open to the public and should not be listed. Should your event be included on the City of Evanston’s calendar of events? Yes ☑ No ☐

If yes, at least one month before the event, please email text that you would like us to list to communication@cityofevanston.org or use the space below on this page. Be sure to include the event title, description, day, date, time, location, and admission fee, if any. If you would like us to link to your web site, so visitors can access the most up-to-date details, please print the URL link below:

Recruit volunteers for your event at www.volunteerevanston.com or contact the volunteer coordinator at 847-859-7833.
20'x40' TENT WILL BE SET UP RIGHT OUTSIDE DOOR 3.
<table>
<thead>
<tr>
<th>Event Name</th>
<th>Event Details</th>
<th>Start Date</th>
<th>End Date</th>
<th>Event Time:</th>
<th>Organization:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neighborhood Way of the Cross</td>
<td>Church procession in vicinity of St. Nicholas Church (Lake, Ridge, Washington - same as past years)</td>
<td>Fri 3/30/18</td>
<td></td>
<td>9:00am - 11:30am</td>
<td>St. Nicholas Catholic Church</td>
</tr>
<tr>
<td>Marshmallow Drop (NEW)</td>
<td>A helicopter will drop marshmallows over James Park (north end) for children to snatch up and win prizes</td>
<td>Fri 3/30/18</td>
<td></td>
<td>11:00am - 1:00pm</td>
<td>City of Evanston</td>
</tr>
<tr>
<td>Main - Dempster Mile Sauce Walk</td>
<td>Businesses will serve free samples of wine and offer special sales</td>
<td>Thur 5/17/18</td>
<td></td>
<td>5:00pm - 9:00pm</td>
<td>Main - Dempster Mile</td>
</tr>
<tr>
<td>Garden Fair</td>
<td>Garden sale in Independence Park at Central St/Steward; central st (adjacent to park) acts as loading zone for materials - same as past years</td>
<td>Fri 5/18/18</td>
<td>Sat 5/19/18</td>
<td>8:00am - 4:00pm</td>
<td>Evanston Garden Council</td>
</tr>
<tr>
<td>The Green Ball (NEW Location)</td>
<td>Supporters of green causes will gather in a large tent in the Ladd Arboretum to converse, eat, drink and dance the night away. This annual event took place at the Lory Center in the past.</td>
<td>Fri 5/18/18</td>
<td></td>
<td>6:00pm - 10:00pm</td>
<td>Evanston Env Assoc</td>
</tr>
<tr>
<td>YEAI Festival</td>
<td>Young Evanston Artists display artwork in Ryman Park with closure of Lake St from Chicago Ave to Hinman - same as past years</td>
<td>Sat 5/19/18</td>
<td></td>
<td>10:00am - 4:00pm</td>
<td>Young Evanston Artists Foundation</td>
</tr>
<tr>
<td>Willard School Fun Run</td>
<td>Staged in Centennial Park- 5k run along Sheridan Rd sidewalk between Clark and Lincoln; then onto NU property; and back to Centennial Park. Same as last year</td>
<td>Sun 5/20/18</td>
<td></td>
<td>9:00am - 10:00am</td>
<td>Willard School PTA / Dist 65</td>
</tr>
<tr>
<td>Honor the Fallen Ruck March</td>
<td>Active duty and veteran soldiers walk from Gienoee to Chgo - Evanston portion is along Sheridan Rd sidewalk and lakefront path, stop in Centennial Park for lunch then continue on Lakefront path to Chgo - same as past years</td>
<td>Fri 5/25/18</td>
<td></td>
<td>9:00am - 2:30pm</td>
<td>Chicago Veterans</td>
</tr>
<tr>
<td>Memorial Day Ceremony</td>
<td>Memorial Day Ceremony in Fountain Square</td>
<td>Mon 5/28/18</td>
<td></td>
<td>10:00am - 12:00pm</td>
<td>Evanston American Legion Post 42</td>
</tr>
<tr>
<td>Nichols School Sandy Mc Dermott Walkathon</td>
<td>Participants walk on sidewalk from Nichols School to Lakefront; then along the path and back to Nichols. Same as past years.</td>
<td>Tue 5/29/18</td>
<td></td>
<td>11:30am - 2:00pm</td>
<td>Nichols Middle School / Dist 65</td>
</tr>
<tr>
<td>Main-Dempster Mile Summer Concert Series</td>
<td>2 hr. concert at 600 Main St (private alley in front of the old Metra Train Station); similar to Downtown Evanston's Thursday night live dance series</td>
<td>Fri 6/1/18</td>
<td></td>
<td>5:00pm - 6:00pm</td>
<td>Main - Dempster Mile</td>
</tr>
<tr>
<td>Starlight Concert Series</td>
<td>Concert in Dawes park - same as past years</td>
<td>Tue 6/5/18</td>
<td></td>
<td>7:00pm - 8:30pm</td>
<td>City of Evanston</td>
</tr>
<tr>
<td>Starlight Concert Series</td>
<td>Concert in Kamen East Park - same as past years</td>
<td>Tue 6/12/18</td>
<td></td>
<td>7:00pm - 8:30pm</td>
<td>City of Evanston</td>
</tr>
<tr>
<td>Thursday Night Live</td>
<td>Dance series in Fountain Sqr (south plaza) with live music and dance instruction - Thursdays June to Aug</td>
<td>Thur 6/14/18</td>
<td></td>
<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
</tr>
<tr>
<td>Event</td>
<td>Details</td>
<td>Dates</td>
<td>Times</td>
<td>Location</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>-------------------------------------------------------------------------</td>
<td>----------------</td>
<td>----------------</td>
<td>--------------------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Custer Fair</strong></td>
<td>Festival at Main, Chgo, Washington, Custer &amp; Eiden Park - same as past years</td>
<td>Sat 6/16/18</td>
<td>Sun 6/17/18</td>
<td>10:00am - 9:00pm, Evanston Festival Theatre Inc.</td>
<td></td>
</tr>
<tr>
<td><strong>Race Against Hate</strong></td>
<td>5K race at Lincoln &amp; Sheridan (Long Field)- Lakefront path - same as past years</td>
<td>Sun 6/17/18</td>
<td>7:30am - 11:30pm</td>
<td>YWCA Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>Starlight Concert Series w/ food trucks</strong></td>
<td>Concert in Twiggs Park - same as past years</td>
<td>Tue 6/19/18</td>
<td>7:00pm - 8:30pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>Downtown Evanston Summer Stroll (former Wine Walk)</strong></td>
<td>Downtown Evanston businesses will serve free samples of wine and offer special sales</td>
<td>Thurs 6/21/18</td>
<td>5:00pm - 8:00pm</td>
<td>Downtown Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>Thursday Night Live</strong></td>
<td>Dance series in Fountain Sqr (south plaza) with live music and dance instruction - Thursdays June to Aug</td>
<td>Thur 6/21/18</td>
<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>Live on the Lot at Temperance Beer Co.</strong></td>
<td>3-5 date concert series in conjunction with Temperance Beer on Temperance parking lot. Repeat of event held last summer.</td>
<td>Thur 6/21/18</td>
<td>6:00pm - 10:00pm</td>
<td>Jake Samuels, Exec Dir of SPACE</td>
<td></td>
</tr>
<tr>
<td><strong>Northwestern Commencement</strong></td>
<td></td>
<td>Fri 6/22/18</td>
<td>Sun 6/24/18</td>
<td>9:30am - 10:00pm, Northwestern Univ.</td>
<td></td>
</tr>
<tr>
<td><strong>Evanston Chamber Artisan Summer Fest (for fountain Sqr Fast)</strong></td>
<td>Art Festival in downtown Evanston; Sherman from Elgin to Davis; Church from Benson to Orrington; Clark from Benson to Sherman - same as past years</td>
<td>Sat 6/23/18</td>
<td>Sun 6/24/18</td>
<td>10:00am - 9:00pm, Evanston Chamber of Commerce</td>
<td></td>
</tr>
<tr>
<td><strong>Starlight Concert Series w/ food trucks</strong></td>
<td>Concert Bent Park - same as past years</td>
<td>Tues 6/26/18</td>
<td>7:00pm - 8:30pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>Thursday Night Live</strong></td>
<td>Dance series in Fountain Sqr (south plaza) with live music and dance instruction - Thursdays June to Aug</td>
<td>Thur 6/28/18</td>
<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>Main-Dempster Mile Summer Concert Series</strong></td>
<td>2 hr concert at 600 Main St (private alley in front of the old Metra Train Station); similar to Downtown Evanston's Thursday night live dance series</td>
<td>Fri 6/29/18</td>
<td>5:00pm - 6:00pm</td>
<td>Main - Dempster Mile</td>
<td></td>
</tr>
<tr>
<td><strong>Fourth of July Parade/Fireworks</strong></td>
<td>Parade on Central St / Fireworks at Lakefront - same as past years</td>
<td>Wed 7/4/18</td>
<td>2:00pm - 10:00pm</td>
<td>Evanston Fourth of July Assoc</td>
<td></td>
</tr>
<tr>
<td><strong>Evanston Haitian Community Picnic</strong></td>
<td>Community Picnic in James Park - same as past years</td>
<td>Wed 7/4/18</td>
<td>2:00pm - 11:00pm</td>
<td>Gerald Daye</td>
<td></td>
</tr>
<tr>
<td><strong>Starlight Concert Series</strong></td>
<td>Concert in Chandler park - same as past years</td>
<td>Tue 7/10/18</td>
<td>7:00pm - 8:30pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>Thursday Night Live</strong></td>
<td>Dance series in Fountain Sqr (south plaza) with live music and dance instruction - Thursdays June to Aug</td>
<td>Thurs 7/12/18</td>
<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>Central Street Sidewalk Sale</strong></td>
<td>Sidewalk sale on Central Street between Hartrey and Greenwood - same as past years</td>
<td>Thur 7/12/18</td>
<td>Sun 7/15/18</td>
<td>10:00am - 6:00pm, Central St Business Assoc</td>
<td></td>
</tr>
<tr>
<td>Event</td>
<td>Description</td>
<td>Date</td>
<td>Time</td>
<td>Location</td>
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<tr>
<td>Second Baptist Church Picnic</td>
<td>Annl picnic in Lovelace Park same as past years</td>
<td>Sun 7/15/18</td>
<td>12:00am - 4:30pm</td>
<td>Second Baptist Church</td>
<td></td>
</tr>
<tr>
<td>Starlight Concert Series w/ food trucks</td>
<td>Concert in Brummel park - Brummel closed Elmwood to Custer for Food Trucks - same as past years</td>
<td>Tue 7/17/18</td>
<td>7:00pm - 8:30pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td>Thursday Night Live</td>
<td>Dance series in Fountain Sqr (south plaza) with live music and dance instruction - Thursdays June to Aug</td>
<td>Thu 7/19/18</td>
<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
<td></td>
</tr>
<tr>
<td>World Arts &amp; Music Festival (former ethnic festival)</td>
<td>Festival in Centennial and Dawes Park - same as past years</td>
<td>Sat 7/21/18</td>
<td>Sun 7/22/18</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td>Starlight Concert Series</td>
<td>Concert in Mason Park - same as past years</td>
<td>Tue 7/24/18</td>
<td>7:00pm - 8:30pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td>Thursday Night Live</td>
<td>Dance series in Fountain Sqr (south plaza) with live music and dance instruction - Thursdays June to Aug</td>
<td>Thu 7/26/18</td>
<td>7:00pm - 8:00pm</td>
<td>Downtown Evanston</td>
<td></td>
</tr>
<tr>
<td>Live at Canal Shores (NEW)</td>
<td>Jake Samuels of SPACE, the live music venue at 1245 Chicago Ave., is proposing a 2 date concert series to take place at Canal Shores to celebrate SPACE's 10th anniversary in Evanston.</td>
<td>Sat 7/28/18</td>
<td>Sun 7/29/18</td>
<td>Jake Samuels, Exec Dir of SPACE</td>
<td></td>
</tr>
<tr>
<td>Dempster - Main Mile Sidewalk sale</td>
<td>annual summer sidewalk sale - same as past years</td>
<td>Fri 7/27/18</td>
<td>10:00am - 6:00pm</td>
<td>Main - Dempster Mile</td>
<td></td>
</tr>
<tr>
<td>Downtown Summer Sidewalk Sale</td>
<td>Sidewalk sale; businesses throughout downtown Evanston - same as past years.</td>
<td>Fri 7/27/18</td>
<td>Sun 7/29/18</td>
<td>Downtown Evanston</td>
<td></td>
</tr>
<tr>
<td>History Center Ice Cream Social</td>
<td>Ice cream social at Dawes House 225 Greenwood St - same as past years</td>
<td>Sat 7/28/18</td>
<td>1:00pm - 4:00pm</td>
<td>Evanston History Center</td>
<td></td>
</tr>
<tr>
<td>Great Lake Plunge</td>
<td>A swim challenge at Dempster St Beach that consist of 3 races: a 1k, 2k and 4k swim around a designated loop with buoys to define the course. Same as past years</td>
<td>Sun 7/29/18</td>
<td>7:00am - 11:00am</td>
<td>Evanston OWL, Inc</td>
<td></td>
</tr>
<tr>
<td>NU's Run for Walk in memory of Randy Walker</td>
<td>Start/finish at Ryan Field with street closures and parking restrictions; Participants will run east on Lincoln onto NU campus; turn around at the most southern point of the lakefill; and head back to Ryan Field. Same as past years.</td>
<td>Sun 7/29/18</td>
<td>7:30am - 11:00am</td>
<td>NU Dept of Athletics</td>
<td></td>
</tr>
<tr>
<td>Faith Temple Church Tent Revival</td>
<td>Tent revival on Faith Temple Church Parking Lot 1932 Dewey - same as past years</td>
<td>Mon 7/30/18</td>
<td>Fri 8/3/18</td>
<td>Faith Temple Church of God in Christ</td>
<td></td>
</tr>
<tr>
<td>Starlight Concert Series</td>
<td>Concert in Baker Park - same as past years</td>
<td>Tue 7/31/18</td>
<td>7:00pm - 8:30pm</td>
<td>City of Evanston</td>
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</tr>
<tr>
<td>Thursday Night Live</td>
<td>Dance series in Fountain Sqr (south plaza) with live music and dance instruction - Thursdays June to Aug</td>
<td>Thu 8/2/18</td>
<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
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<tr>
<td>Event Name</td>
<td>Date</td>
<td>Time</td>
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<tr>
<td>Main-Dempster Mile Summer Concert Series</td>
<td>Fri 8/3/18</td>
<td>5:00pm - 8:00pm</td>
<td>Main - Dempster Mile</td>
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<tr>
<td>Movie in the Park</td>
<td>Sat 8/4/18</td>
<td>8:00pm</td>
<td>City of Evanston</td>
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<tr>
<td>McGaw YMCA Youth Triathlon</td>
<td>Sun 8/5/18</td>
<td>8:00am - 10:00am</td>
<td>McGaw YMCA</td>
<td></td>
<td></td>
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<tr>
<td>ECC Friends &amp; Family Day Celebration (former Jamaica Day Picnic)</td>
<td>Sun 8/5/18</td>
<td>10:00am - 9:00pm</td>
<td>Evanston Cricket &amp; Social Club</td>
<td></td>
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<tr>
<td>Movie in the Park</td>
<td>Tue 8/7/18</td>
<td>8:00pm</td>
<td>City of Evanston</td>
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<tr>
<td>Thursday Night Live</td>
<td>Thur 8/8/18</td>
<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
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<tr>
<td>Movie in the Park</td>
<td>Sat 8/11/18</td>
<td>8:00pm</td>
<td>City of Evanston</td>
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<tr>
<td>Dar-us-Sunnah Masjid Community Center picnic</td>
<td>Sat 8/11/18</td>
<td>11:00am - 6:00pm</td>
<td>Dar-us-Sunnah Masjid &amp; Community Center</td>
<td></td>
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<tr>
<td>Movie in the Park</td>
<td>Tue 8/14/18</td>
<td>8:00pm</td>
<td>City of Evanston</td>
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<tr>
<td>Thursday Night Live</td>
<td>Thur 8/16/18</td>
<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
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<tr>
<td>Evanston Art and Big Fork Festival</td>
<td>Fri 8/17/18</td>
<td>10:00am - 9:00pm</td>
<td>Amdur Productions</td>
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<tr>
<td>Movie in the Park</td>
<td>Sat 8/18/18</td>
<td>8:00pm</td>
<td>City of Evanston</td>
<td></td>
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<tr>
<td>Evanston Remembrance Reunion Picnic Reignance</td>
<td>Sat 8/18/18</td>
<td>10:00am - 8:00pm</td>
<td>John Murray</td>
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<tr>
<td>Movie in the Park</td>
<td>Tue 8/21/18</td>
<td>8:00pm</td>
<td>City of Evanston</td>
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<tr>
<td>Thursday Night Live</td>
<td>Thur 8/23/18</td>
<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
<td></td>
<td></td>
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<tr>
<td>Rotary Staff Picnic</td>
<td>Fri 8/24/18</td>
<td>10:00am - 4:00pm</td>
<td>Rotary International</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Big Evanston Block Party (NEW)</td>
<td>Sat 8/25/18</td>
<td>12:00am - 10:00pm</td>
<td>Jake Samuels, Exec Dir of SPACE</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Sun 8/26/18</td>
<td></td>
<td>SPACE</td>
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<tr>
<td>Event</td>
<td>Description</td>
<td>Date</td>
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<tr>
<td>Movie in the Park</td>
<td>Movie in Twiggs Park - same as past years</td>
<td>Sat 8/25/18</td>
<td>8:00pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td>Taste of Armenia Festival</td>
<td>Food Festival on Clark St between Benson and Sherman - same as past years</td>
<td>Sun 8/28/18</td>
<td>12:00pm - 6:30pm</td>
<td>St. James Armenian Church</td>
<td></td>
</tr>
<tr>
<td>Evanston Community Picnic</td>
<td>Evanston Annl Community picnic in Ingraham park - same as past years</td>
<td>Sun 8/26/18</td>
<td>1:00pm - 4:00pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td>Movie in the Park</td>
<td>Movie in James or Brummel Park</td>
<td>Sat 9/1/18</td>
<td>8:00pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td>ETHS Booster Palooza</td>
<td>ETHS Fundraiser event on top of Sherman Plaza Self Park garage - same as past years</td>
<td>Sat 9/8/18</td>
<td>6:00pm - 10:00pm</td>
<td>ETHS Boosters / Dist 202</td>
<td></td>
</tr>
<tr>
<td>Malankara Catholic Church Procession</td>
<td>Participants walk around the block of the church 1208 Ashland Ave - same as years past</td>
<td>Sat 9/8/18</td>
<td>5:30pm - 6:30pm</td>
<td>Malankara Catholic Church</td>
<td></td>
</tr>
<tr>
<td>Ride for AIDS Chicago</td>
<td>Staged at Chandler - bike ride from Evanston to Wisconsin and back with closing ceremony in Leahy Park - same as past years</td>
<td>Sat 9/8/18</td>
<td>6:00am - 6:00pm</td>
<td>Test Positive Aware Network Inc., (TPAN)</td>
<td></td>
</tr>
<tr>
<td>Streets Alive</td>
<td>A community event to promote walking and biking; requires closure of Main St from Florence to Chicago Ave. same as past years</td>
<td>Sun 9/9/18</td>
<td>1:00pm - 5:00pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td>Evanston Charity Wine Walk (former Main-Dempster Wine Walk)</td>
<td>Businesses will serve free samples of wine and offer special sales</td>
<td>Thu 9/13/18</td>
<td>5:00pm - 9:00pm</td>
<td>Main - Dempster Mile</td>
<td></td>
</tr>
<tr>
<td>Kits, Cats and Kids Block Party</td>
<td>NU, Downtown Evanston, the Evanston Chamber of Commerce, ETHS, and School District 65; kick off the school year with a block party Comer of Davis, Orrington Ave and Sherman - same as past years</td>
<td>Thu 9/13/18</td>
<td>4:30pm - 7:30pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td>North Shore Century</td>
<td>Registration is staged in Dawes Park and Lagoon bldg - bike ride to Kenosha and back. Same as past years.</td>
<td>Sun 9/16/18</td>
<td>6:00am - 6:00pm</td>
<td>Evanston Bicycle Club</td>
<td></td>
</tr>
<tr>
<td>NAMI Cook County N Suburban 5K Run/Walk</td>
<td>Staged in Centennial Park, participants run along Sheridan Rd sidewalk, Northwestern campus race route and the lakefront path - same as last year.</td>
<td>Sun 9/23/18</td>
<td>9:00am - 10:30am</td>
<td>NAMI Cook County N Suburban</td>
<td></td>
</tr>
<tr>
<td>Evanston Motorcycle Classic</td>
<td>Motorcycle Show on Orrington between Church and Davis</td>
<td>Date TBD</td>
<td>10:00am - 3:00pm</td>
<td>Randy Wait</td>
<td></td>
</tr>
<tr>
<td>Bike the Ridge</td>
<td>Close Ridge between Church and Howard for bike ride- same as past years</td>
<td>Sun 9/30/18</td>
<td>9:00am - 1:00pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td>Big Bite Night</td>
<td>NU Student event - Downtown restaurants provide free samples of food to NU students - same as past years</td>
<td>Sun 10/7/18</td>
<td>3:00pm - 5:30pm</td>
<td>Downtown Evanston</td>
<td></td>
</tr>
<tr>
<td>Event Name</td>
<td>Description</td>
<td>Date</td>
<td>Time</td>
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<tr>
<td>Walk a Mile in Her Shoes</td>
<td>Walk to raise awareness about sexualized violence against women. Staged in</td>
<td>Sun</td>
<td>10:00am -</td>
<td>Northwest Center Against Sexual Assault (NWCASA)</td>
<td></td>
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<tr>
<td></td>
<td>Centennial Park; participants walk 1 mile on lakewright path wearing women heals.</td>
<td>10/7/18</td>
<td>12:00pm</td>
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<tr>
<td></td>
<td>Same as past years</td>
<td></td>
<td>4:00pm</td>
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<tr>
<td>North Shore Crop Hunger Walk</td>
<td>Start and finish at First Congregational Church (Hinman Lake); participants</td>
<td>Sun</td>
<td>12:00pm -</td>
<td>North Shore Crop Hunger Walk / Church World Service (parent organization)</td>
<td></td>
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<tr>
<td></td>
<td>walk on sidewalk, east on Lake to lakewright path, south on path to Main, west on Main to Hinman, north on Hinman to the church - route may change</td>
<td>10/14/18</td>
<td>4:00pm</td>
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<tr>
<td>Evanston Oktober Fest</td>
<td>Beer sampling event with food for purchase; live music and other activities -</td>
<td>Sun</td>
<td>1pm - 6pm</td>
<td>Downtown Evanston</td>
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<tr>
<td></td>
<td>in NU parking lot where Downtown Farmers Market is held - same as past years</td>
<td>10/14/18</td>
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<tr>
<td>Evanston Library Story Telling Event</td>
<td>Annl 3 day story telling festival showcasing professional storytellers from across the country; at the library, COE parking lot #3 - same as past years</td>
<td>Fri</td>
<td>10:00am -</td>
<td>Evanston Library</td>
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<tr>
<td></td>
<td>Sun 10/19/18, Sun 10/21/18, Sun 10/23/18</td>
<td></td>
<td>10:00pm</td>
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<tr>
<td>Zombie Scramble</td>
<td>A 2- to 4-mile course where participants attempt to outwit and outrun &quot;zombies&quot;</td>
<td>Sat</td>
<td>4:00pm - 10:00pm</td>
<td>City of Evanston</td>
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<tr>
<td></td>
<td>and finish the course with all their &quot;lives&quot; intact. - on Ladd Arb path. Same as past years</td>
<td>10/20/18</td>
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<tr>
<td>Cubmobile</td>
<td>Boy Scout's soapbox derby race on Leonard Place between Ridge &amp; Asbury - same as past years</td>
<td>Sun</td>
<td>9:00am - 3:00pm</td>
<td>Boy Scouts of America</td>
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<td></td>
<td>10/28/18</td>
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<tr>
<td>Veterans Day</td>
<td>Ceremony in Fountain Square - same as past years</td>
<td>Sun</td>
<td>10:00am - 12:00pm</td>
<td>Evanston American Legion Post 42</td>
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<td></td>
<td>11/11/18</td>
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<tr>
<td>Flying Turkey 5K Run/Walk</td>
<td>Staged in Dawes Park- 5k along Sheridan Rd between Clark and Lincoln; then on NU property; then lakewright path close Sheridan from Clark to Lincoln for runners to start race. Same as past years</td>
<td>Thu</td>
<td>9:00am - 10:30am</td>
<td>Jonathan Cain</td>
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<td></td>
<td>11/22/18</td>
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<tr>
<td>Warm Bivy Walk</td>
<td>Downtown retailers serve free samples of hot beverages, alcoholic and non-alcoholic</td>
<td>Thu</td>
<td>Sat</td>
<td>Downtown Evanston</td>
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<td></td>
<td>12/6/18</td>
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<td>11/3/18</td>
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<tr>
<td>Evanston Tree Lighting</td>
<td>Tree lighting with live music, firetruck procession, Santa and Mrs. Claus; hot chocolate; ice sculptures at Fountain Square</td>
<td>Sat</td>
<td>5:00pm - 7:00pm</td>
<td>Downtown Evanston</td>
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<td></td>
<td>12/8/16</td>
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<tr>
<td>Manorah Lighting</td>
<td>Ceremony in Fountain Square (south plaza) - same as past years</td>
<td>Dec TBD</td>
<td>5:00pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td>Kinara Lighting</td>
<td>Ceremony in Fountain Square (south plaza) - same as past years</td>
<td>Dec TBD</td>
<td>5:00pm</td>
<td>City of Evanston</td>
<td></td>
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<tr>
<td>First Night Evanston</td>
<td>Family activities in Downtown Evanston - same as past years</td>
<td>Mon</td>
<td>12:00pm - 12:30am</td>
<td>First Night Evanston Inc</td>
<td></td>
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<tr>
<td></td>
<td>12/31/18</td>
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</table>
# Events in Lakefront Parks
(Separated for Quick Reference)

<table>
<thead>
<tr>
<th>2018 Events in Lakefront Parks</th>
<th>Event Details</th>
<th>Organization</th>
<th>Event Days</th>
<th>Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Willard School Fun Run</td>
<td>Staged in Centennial Park, participants will run along Sheridan Rd sidewalk, Northwestern campus race route and the lakefront path - same as last year</td>
<td>Willard School PTA / Dist 65</td>
<td>1</td>
<td>Low</td>
</tr>
<tr>
<td>Nicholas Sandy McDermott Walkathon</td>
<td>Participants walk on sidewalk from Nichols School to Lakefront; then along the path and back to Nichols. Same as past years.</td>
<td>Nichols School / Dist 65</td>
<td>1</td>
<td>Low</td>
</tr>
<tr>
<td>Starlight Concert</td>
<td>Movie in Dawes Park - same as past years</td>
<td>City of Evanston</td>
<td>1</td>
<td>Low</td>
</tr>
<tr>
<td>5K Race Against Hate</td>
<td>Staged at Lincoln &amp; Sheridan (Long Field) - 5K along Sheridan Rd, lakefront path and NU path - same as past years.</td>
<td>YWCA Evanston</td>
<td>1</td>
<td>Low</td>
</tr>
<tr>
<td>Fourth of July Parade/Fireworks</td>
<td>Parade on Central St / Fireworks at Lakefront - same as past years</td>
<td>Evanston Fourth of July Association</td>
<td>1</td>
<td>High</td>
</tr>
<tr>
<td>World Arts &amp; Music Festival (former Ethnic Art Festival)</td>
<td>Festival staged in Centennial and Dawes Park - same as past years.</td>
<td>City of Evanston</td>
<td>2</td>
<td>High</td>
</tr>
<tr>
<td>Great Lake Plunge Swim Challenge</td>
<td>A swim challenge at Dempster St Beach that consist of 3 races: a 1k, 2k and 4k swim around a designated loop with buoys to define the course - same as last year</td>
<td>Team OWOL of Evanston</td>
<td>1</td>
<td>Low</td>
</tr>
<tr>
<td>Rotary Staff Picnic</td>
<td>Rotary Infr staff picnic in Centennial Park - same as past years</td>
<td>Rotary International</td>
<td>1</td>
<td>Low</td>
</tr>
<tr>
<td>Movie in the Park</td>
<td>Movie in Dawes Park - same as past years</td>
<td>City of Evanston</td>
<td>1</td>
<td>Low</td>
</tr>
</tbody>
</table>

Total of 7 High and 7 Low
Policy allows a total of 6 high impact and 10 low impact events between Memorial Day and Labor Day (May 29 and Sept 4)

| North Shore Century | Registration is staged in Dawes Park and Lagoon bldg -bike ride to Kenosha and back. Same as past years.                                                                                   | Evanston Bicycle Club                             | 1          | High   | Sep    |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|------------|--------|
| NAMI Cook County N. Suburban 5K Run/Walk | Staged in Centennial Park, participants will run along Sheridan Rd sidewalk, Northwestern campus race route and the lakefront path                                                                 | National Alliance on Mental Illness (NAMI) Cook County N. Suburban | 1          | High   | Sep    |
| Walk a Mile In Her Shoes | Walk to raise awareness about men’s sexualized violence against women. Staged in Centennial Park, participants walk 1 mile on lakefront path wearing women’s heals. Same as past years                            | Northwest Center Against Sexual Assault (NWCASA)  | 1          | Low    | Oct    |
| North Shore Crop Hunger Walk | A walk to raise awareness and money to help overcome local and global hunger. The route will start and finish at First Congregational Church (Hirman/Lake) and will include the lakefront path - same as past years | North Shore Crop Hunger Walk                       | 1          | Low    | Oct    |
| Flying Turkey 5K Run/Walk    | Staged in Dawes Park- 5k along Sheridan Rd between Lincoln and Greenwood and on NU propery; close Sheridan from Clark to Lincoln. Same as past years                                                                 | Jet Events, LLC                                    | 1          | High   | Nov    |
| Honor the Fallen Walk       | Active duty and veterans soldiers walk from Glencoe to Chgo to honor fallen soldiers and raise awareness on PTSD and Veteran Suicide - along Sheridan Rd and Lakefront Path, resting in Centennial Park, then continuing into Chicago. Same as last year | Chicago Veterans                                   | 1          | Low    | May    |

Total of 3 High and 3 Low
Policy allows a total of 5 high impact and 12 low impact events between Labor Day and Memorial Day (Sept 5 and May 28)
Thank you for your interest in holding a special event in the City of Evanston. Enclosed are the materials needed to obtain a Special Event Permit for your upcoming event. Please follow the application directions very carefully. These first three pages should be removed from the completed application and kept by the event coordinator for reference. Also, an application checklist is included on page three of the instructions for further assistance. Some of the information will not apply to your specific event. However, no Special Event Permit will be issued without submittal of a signed application (See the bottom of Page 4 of the application) and requested documentation. Your event must have final approval of the City of Evanston Special Events Committee and in some cases the City Council.

Your event will be assigned to a staff person who will assist you throughout this process and will be your primary contact. You will be notified by your primary contact person if your event requires additional permits such as a: tent permit, temporary food permit, electrical permit, or liquor license, which must be obtained before you can receive a Special Event Permit.

Minimum Requirements/Criteria

The following criteria will be used to determine if the event is considered a Special Event:

1. All outdoor events requested on City property, i.e. street, sidewalk, park, etc., and/or deemed to significantly impact the City are considered Special Events.

2. An event that requires City Council approval is a Special Event. Special events that require City Council approval include:
   - Lakefront Events of 100 participants or more require Human Services Committee and City Council approval. Due to the high usage of the lakefront parks, which generates associated environmental, health and life safety issues, Special Event Permits are limited in lakefront parks.
   - Non-Lakefront Park Events of 250 participants or more require Human Services Committee and City Council approval.
   - Events requiring Street Closure of 250 participants or more (with the exception of block parties) require Administrative & Public Works Committee and City Council approval.

Requirements and Conditions

1. Compliance with City ordinances. The applicant shall comply with all applicable City ordinances, codes, conditions, and requirements.

2. Compensation for City Staffing. Depending on attendance, the City may require city personnel including Police and/or Fire, at the function. All City personnel involved in advance of, during and after, the day(s) of the event may be charged back to the sponsoring agency. The City shall determine the number of personnel necessary to ensure the safety of participants, minimize the inconvenience to our residents, ensure the success of the event, and reduce the public liability exposure to the sponsoring agency as well as the City. The bill will be transmitted to the sponsoring agency within thirty (30) days after the completion of the event.

3. Food and Beverage Service. No food or beverages shall be sold or given away at the outdoor event, unless approved by the City’s Health Department. We highly encourage the rental and usage of the City’s water trailer over the use and distribution of bottled water.

4. Recycling and Refuse Service. All events that anticipate generating more refuse and recycling than can be handled by publicly located containers must co-locate all refuse and recycling containers. There should be no locations where a refuse or recycling can is placed without its counterpart.

5. Liquor Consumption and Service. No alcohol shall be sold or given away at the outdoor event, unless approved by the Mayor. Applications are received by the Legal Department and submitted to the Mayor for approval.

6. Electrical Power. All applicants should provide their own source of power for their specific needs; the City generally will not provide electrical services of any sort.

7. Misc.
   a. Street closures are generally not permitted other than on Sunday mornings to minimize inconvenience to Evanston residents (with the exception of block parties).
   b. The City of Evanston is not responsible for any accidents or damages to persons or property resulting from the issuance of a Special Event Permit.
c. The Special Event Permit is non-transferable and can only be used on the designated dates and times as printed and is required to be posted on site during the event.

d. The City of Evanston reserves the right to suspend, cancel and/or reschedule events.
The event coordinator is responsible for ensuring that the organization and all participants and spectators abide by all the above conditions, ordinances, codes, and requirements.

Application Process

1. Application Submittal.

Due Date. The attached special event permit application form must be completely filled out, signed and submitted to the Parks, Recreation and Community Services Department by January 31, 2018 to allow sufficient time for City staff to evaluate your request and provide a recommendation to City Council for consideration, if necessary.

- Required Attachments.
  - Narrative. Describing in detail the nature of the event.
  - Site plan. Detail dimensions, location of all structures, seating, tents, stages, generators, booths, vendors, toilet facilities, emergency vehicle access, parking, solid waste containers, recycling bins, etc.
  - Hold Harmless Agreement. A signed Hold Harmless Release Agreement must be submitted with each application (see page 5 of application.)
  - Certificate of Insurance. The City of Evanston requires a Certificate of Insurance naming the City as an additional insured in the amount of $1,000,000 unless a greater amount is warranted.
  - Security Deposit/Bond. A security bond or safety deposit may be required, depending on the size and nature of the event.

Fees

1. Application Fee. A non-refundable “Application fee” of $150 must be submitted along with the application for all non-City sponsored events.

2. Permit Fees. Permit fees (electrical, tent, alcohol, raffle, food, park, etc.) can not be waived and are separate from the application fee. No Special Event Permit will be issued until the permit fees have been paid and a copy of the permit submitted to the city staff contact person assigned to oversee the event. (fees are listed below)

   - Tent Permit: $30.00
   - Electrical Permit: Varies
   - Liquor License (special events): $150
   - Temporary Food Permit: $111.00
   - Raffle Permit: $50.00
   - Park Permit: $125 (Lakefront Park $250)
   - Banner Permit: $20
   - Water Trailer: Varies
   - Security Bond or Maximum Security Deposit: Varies

All City permit applications can be found online at http://www.cityofevanston.org/business/permits-licenses/

3. Event Fees (Cost for City Services / City Staffing):
   a. City Events and City-Sponsored Events- Cost for City Services will be waived.
   b. Outside Agency Events - The City requires 100% reimbursement from the event coordinator for all costs to provide City services for such events.

4. Payment.
   a. Make all checks payable to the “City of Evanston/Special Events” and note your business name and event name.
   b. All fees are non-refundable.
# Application Checklist

Use this list to ensure that you have included supporting documentation to accompany the information on your Special Event Application.

**Documents that *must* be submitted:**
- [ ] Complete the full Special Events Application and sign on page 4 by **January 31, 2018**.
- [ ] Complete and sign the Hold Harmless Release Agreement on page 5.
- [ ] A copy of your Certificate of Insurance listing the City of Evanston as an additional insured in the amount required.

**Documents that *may* need to be submitted:**

<table>
<thead>
<tr>
<th>Submitted</th>
<th>Does Not Apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Tent Permit Application</td>
<td></td>
</tr>
<tr>
<td>✓ Electrical Permit Application</td>
<td></td>
</tr>
<tr>
<td>✓ Temporary Food Event Permit Application</td>
<td></td>
</tr>
<tr>
<td>✓ Liquor License Application</td>
<td></td>
</tr>
<tr>
<td>✓ Park Permit Application</td>
<td></td>
</tr>
<tr>
<td>✓ Loudspeaker Permit Application</td>
<td></td>
</tr>
<tr>
<td>✓ Temporary Sign/Banner</td>
<td></td>
</tr>
<tr>
<td>✓ Raffle Permit Application</td>
<td></td>
</tr>
<tr>
<td>✓ Security Bond or Maximum Security Deposit</td>
<td></td>
</tr>
<tr>
<td>✓ Map of proposed route for Race/Walk</td>
<td></td>
</tr>
<tr>
<td>✓ Copy of written permission to utilize non-Evanston property</td>
<td></td>
</tr>
</tbody>
</table>

*Should you have any questions or need assistance with completing this application, please call the Parks, Recreation and Community Services Department at 847-866-2914 or email specialevents@cityofevanston.org.*

*(Please detach these first three pages and keep for your records)*
Memorandum

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

From: David Stoneback, Public Works Agency Director
      Edgar Cano, Public Services Bureau Chief

Subject: Contract Extension for Pavement Patching

Date: February 20, 2018

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute a one year contract extension for pavement patching with J. A. Johnson Paving Company (1025 E. Addison Ct., Arlington Heights, Illinois) in the amount of $600,000.00. This contract award is part of a bid let by the Municipal Partnering Initiative (MPI).

Funding Source:
Funding for this service will be from the Capital Improvement Fund (Account 415.40.4118.65515 - 418017) which has $600,000 budgeted for the supplemental patching program in 2018.

Livability Benefits:
Built Environment- Enhance Public Spaces
Climate & Energy- Reduce Material Waste

Background Information:
In April 2015, staff from the MPI solicited bids for pavement patching services. The proposed contract was for a one-year period with possible extensions. The Municipal Partnering Initiative (MPI) is a group of 18 municipal governments and agencies from North Shore and Northwest Suburban areas that solicit bids for the group with the objective of securing better pricing thru increased volume. In 2014 the City of Evanston paid $25.50 per square yard for the patching program and patched just over 10,000 square yards of pavement.
The City of Evanston carefully considers the use of the Cooperative Bidding Programs as many of the communities that we collectively bid with do not have the M/W/EBE or local employment programs. Given the critical need for infrastructure maintenance and limited resources for the maintenance, staff recommends we utilize the MPI bid extension for this year.

Analysis:
Below are the results of the bid tabulation from 2015 for the style of patching specified by City staff. J.A. Johnson Paving Company has agreed to hold their 2015 bid price of $22.25 per square yard, for 2018.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>UOM</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>JA Johnson Paving, Arlington Heights IL</td>
<td>SY</td>
<td>$22.25</td>
</tr>
<tr>
<td>Chicagoland Paving, Lake Zurich, IL</td>
<td>SY</td>
<td>$22.50</td>
</tr>
<tr>
<td>Alamp Concrete, Schaumburg, IL</td>
<td>SY</td>
<td>$40.00</td>
</tr>
<tr>
<td>Peter Baker, Lake Bluff, IL</td>
<td>SY</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

Staff recommends the contract extension for pavement patching with J.A. Johnson Paving Company of Arlington Heights. Participation in the contract will allow the City to provide asphalt patching of an additional 27,000 square yards of distressed pavement areas City wide for the budgeted amount of $600,000. Last year 27,000 square yards were patched as a part of this program for a budgeted amount of $600,000.

A preliminary list of patching locations is enclosed. Additional locations may be added or subtracted as conditions require and budget allow.

Legislative History:
The original 2015 Supplemental Patching Contract was approved by the City Council on June 22, 2015.
The first of three possible contract extensions was approved by the City Council on February 22, 2016.
The second of three possible contract extensions was approved by the City Council on March 13, 2017.

Attachments:
Preliminary map of patching locations
Letter from J.A. Johnson Paving Company confirming 2018 pricing
October 19, 2017

City of Evanston
Public Works Administration
2100 Ridge Avenue
Evanston, IL 60201
Attn: Mr. James Maiworm, Bureau Chief of Infrastructure Maintenance


Dear Mr. Maiworm:

Pursuant to our conversation, J.A. Johnson Paving Company is willing to extend our City of Evanston Purchase Order No. 2015-00000655, Purchase Order No. 2016-00000491, and Purchase Order No. 2017-00000372 contract unit pricing of $22.25 per square yard for Class D Patching, Type IV, 2” for additional patching work in the City of Evanston to be completed in 2018. Please allow this letter serve as acknowledgment of the contract price extension agreement.

Sincerely,

[Signature]

Andrew Joiner
J.A. Johnson Paving Company
Memorandum

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

From: David Stoneback, Public Works Agency Director
Edgar Cano, Public Services Bureau Chief

Subject: Single Source Purchase of Concrete

Date: February 20, 2018

Recommended Action:
Staff recommends the City Council authorize the City Manager to execute a one year single source contract for the purchase of concrete and flowable fill with Ozinga Ready Mix Concrete Inc. (2222 South Lumber Street, Chicago, IL) in the amount of $42,500.

Funding Source:
Funding for the purchase of the concrete will be from the General Fund in the amount of $20,000, the Water Fund in the amount of $14,900 and the Sewer Fund in the amount of $7,600. The specific accounts and unencumbered account balances are shown in the table below.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Account</th>
<th>FY 2018 Budget</th>
<th>Contract Amount</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>100.40.4510.65055</td>
<td>$75,000</td>
<td>$20,000</td>
<td>$49,000</td>
</tr>
<tr>
<td>Water</td>
<td>510.40.4540.65051</td>
<td>$27,600</td>
<td>$14,900</td>
<td>$12,700</td>
</tr>
<tr>
<td>Sewer</td>
<td>515.40.4530.65051</td>
<td>$10,000</td>
<td>$ 7,600</td>
<td>$ 2,400</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>$42,500</td>
</tr>
</tbody>
</table>

Livability Benefits:
Climate & Energy – Reduce Greenhouse Gas Emissions
Economy & Jobs – Retain & Expand Local Businesses
Built Environment - Enhance Public Spaces

Background Information:
Prior to 2011, City staff purchased concrete from Ozinga using a purchase order for the invoiced amount for each project. In 2011, the City of Evanston sought competitive bids for the purchase of concrete materials. Ozinga was the only bidder for the materials and was awarded the contract by City Council. The contract at that time allowed for an
extension of up to four additional years, which were reviewed by staff and approved by City Council in 2012, 2013, 2014 and 2015. The opportunity to extend the original 2011 contract expired at the end of 2015.

In February 2016, a bid was advertised for concrete materials, and once again only Ozinga submitted a bid. When other vendors were queried as to why they did not bid the answer was “due to the geographic proximity of the Ozinga plant to Evanston no other vendor felt they could compete.”

**Analysis:**
Upon request by City staff, Ozinga has submitted a new quotation for the 2018 construction season. Their quote tab is as follows:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Est Qty</th>
<th>2017 unit price</th>
<th>2018 unit price</th>
<th>2018 extended price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete 3000PSI</td>
<td>155 CY</td>
<td>$118.00 CY</td>
<td>$124.00 CY</td>
<td>$19,220.00</td>
</tr>
<tr>
<td>State Mix Concrete</td>
<td>150 CY</td>
<td>$128.00 CY</td>
<td>$134.00 CY</td>
<td>$20,100.00</td>
</tr>
<tr>
<td>Flowable fill</td>
<td>25 CY</td>
<td>$118.00 CY</td>
<td>$124.00 CY</td>
<td>$3,100.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$42,420.00</strong></td>
</tr>
</tbody>
</table>

The 2018 estimated total cost per quantity is $42,420.00.

It is staff’s opinion that awarding the concrete and flowable fill purchase to Ozinga is in the City’s best interest for the following reasons:

- Favorable pricing provided by Ozinga
- Ozinga has a concrete plant located in Evanston
- The environmental benefits of the concrete being provided from the closest available concrete plant

**Legislative History:**
At the April 25, 2016 meeting the City Council approved a one year single source contract with Ozinga.
At the March 13, 2017 meeting the City Council once again approved a one year single source contract with Ozinga.

**Attachments:**
Ozinga Quote
Attention: BOB FIATZ
Quote Date: 11/21/2017
Address: Area Pricing 2018
Quoted By: Bill Roe
Sales Phone: (312) 735-6842
Sales Email: BillRoe@ozinga.com
Job PO: 
Estimated Yards: 1

Please read all charges, dates, and terms below.

Mix | Usage | (Qty) | Price / Rate |
--- | --- | --- | --- |
1050 | 3000 PSI FULL AE | | $124.00 per CYD |
1055 | 3500 PSI FULL AE | | $128.00 per CYD |
1060 | 4000 PSI FULL AE | | $132.00 per CYD |
1497 | 6.0 BG FULL AE | | $132.00 per CYD |
6.1 STATE | 6.1 PV, SI STATE PRICE GROUP | | $134.00 per CYD |
1877 | .53 FLOWABLE FILL FA FULL AE | | $124.00 per CYD |
785Z | 71-PCC-785Z 7.0 BG WRHR WR AE | | $145.00 per CYD |

Environmental Charge

Additional Charge | Price / Rate | Additional Charge | Price / Rate |
--- | --- | --- | --- |
Integral Fiber - Fibermesh | $9.00 per CYD | Hot Weather Cooling | $25.00 per CYD |
NCA (Non Chloride Accelerator) | $9.00 per % per CYD | Overtime Delivery (plant charge may apply) | $10.00 per CYD |
Saturday Delivery | $80.00 per Load | Integral Fiber - Stealth | $8.00 per CYD |
High Range Water Reducer | $9.00 per CYD | Waiting Time - after 60 minutes | $0.00 per Minute |
Fuel Surcharge | A fuel surcharge will be effective when the price of diesel fuel exceeds $3.75 per gallon. Ask your salesman for details. |
Minimum Load Charge | <7CY $20|<6CY $40|<5CY $80|<4CY $120|<3CY $160|<2CY $200 |
Winter Service | $10.00 per CYD from Nov 01 to Mar 31 |

Please read all charges, dates, and terms below.

Prices firm through: 12/31/2018  
No Escalation for this Quote.

HOURS OF OPERATION:
MON-FRI 6:00 AM - 5:00 PM  
SAT 6:00 AM - 12:00 PM

Terms and Conditions

Any unpaid Balance at 45 days may have liens placed to secure payment – All prices on quote are applicable if used. Taxes not included. Prices subject to change after 60 days; additionally, prices subject to change based on change in scope of Project. Payment Terms: Net 30 (outstanding balances shall incur a late payment fee of 1.5% per month). Ozinga does not warrant the performance of concrete which is not adequately cured, is improperly handled and/or finished. Tests for slump and air content shall be made in accordance with procedures listed in the current ASTM C94 and by certified field inspectors. Any water added shall be at Customer's risk. Ozinga will always strive to deliver materials in a timely manner but at times delays may occur. Ozinga will not accept back charges for service issues. This quote is solely for the Customer's own internal use and is not to be published or disseminated to any third party.

Customer Signature

Signature:  
Date:
Memorandum

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

From: David Stoneback, Public Works Agency Director
       Edgar Cano, Public Services Bureau Chief

Subject: Single Source Purchase of Hot Mix Asphalt

Date: February 26, 2018

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute a one-year single source contract for the purchase of Hot Mix Asphalt with Builders Asphalt (4413 Roosevelt Road Suite 108, Hillside, IL 60162) in the amount of $43,300.

Funding Source:
Funding for this purchase will be from the General Fund in the amount of $33,300, the Water Fund in the amount of $7,600 and the Sewer Fund in the amount of $2,400. The specific accounts and the unencumbered account balances are shown in the table below.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Account</th>
<th>FY 2018 Budget</th>
<th>Contract Amount</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>100.40.4510.65055</td>
<td>$ 75,000</td>
<td>$33,300</td>
<td>$49,000</td>
</tr>
<tr>
<td>Water</td>
<td>510.40.4540.65051</td>
<td>$ 27,600</td>
<td>$ 7,600</td>
<td>$12,700</td>
</tr>
<tr>
<td>Sewer</td>
<td>515.40.4530.65051</td>
<td>$ 10,000</td>
<td>$ 2,400</td>
<td>$ 2,400</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$ 10,000</td>
<td>$43,300</td>
<td></td>
</tr>
</tbody>
</table>

Livability Benefits:
Built Environment – Enhance Public Spaces
Climate & Energy – Reduce Material Waste

Background Information:
Prior to 2011, City staff had purchased Hot Mix Asphalt from the Skokie plant of Orange Crush (now Builders Asphalt) using a Purchase Order for the invoiced amount of each job. In 2011 the City sought competitive bids for the purchase of Hot Mix Asphalt and
Healy Asphalt of Mt. Prospect, IL was the only bidder for the materials and was awarded the contract by the City Council. The contract at that time allowed for up to four additional years of extension which were reviewed by staff and approved by City Council in 2012, 2013, 2014, and 2015. The opportunity to extend the original 2011 contract expired at the end of 2015.

In February 2016, a bid was advertised for asphalt materials and only one bidder provided a quote. That bidder, Peter Baker and Sons of Lake Bluff, IL is located 21 miles one way distance from Evanston and the trip could take as much time as one to two hours round trip. The distance and travel time to the asphalt plant becomes a significant operational concern as City staff would have up to two hours of unproductive/lost wait time, while asphalt is picked up and transported to the job sites. In addition, the travel time would result in the asphalt cooling during transport which affects its characteristics when laid and during compaction.

Analysis:
In 2016 and 2017, City staff approached Builders Asphalt in Skokie to provide a quote. Once again, at the request of City Staff, Builders Asphalt has provided a quote for 2018, as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>2017 Unit Price</th>
<th>2018 Unit Price</th>
<th>2018 extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Modified Surface Asphalt</td>
<td>500 Tons</td>
<td>$54.00</td>
<td>$57.00</td>
<td>$28,500</td>
</tr>
<tr>
<td>2</td>
<td>Modified Binder mix</td>
<td>150 Tons</td>
<td>$50.00</td>
<td>$53.00</td>
<td>$7,950</td>
</tr>
<tr>
<td>3</td>
<td>Sand mix</td>
<td>100 Tons</td>
<td>N/A</td>
<td>$68.00</td>
<td>$6,800</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$43,250</strong></td>
</tr>
</tbody>
</table>

The 2018 estimated total cost per quantity is $43,250.00.

It is staffs opinion that awarding the Hot Mix Asphalt purchase to Builders Asphalt is in the City’s best interest for the following reasons:
- Favorable pricing provided by Builders Asphalt
- The operational impact and efficiencies provided by a closer location for the materials
- The environmental benefits of the asphalt being provided from the closest asphalt plant.

The City Code of Ordinances allows in Section 1-17-1 for a purchase “without advertising for bids upon the authorization of the City Council”.

Legislative History:
City Council approved a one year single source contract with Builders Asphalt on May 9, 2016, and April 17, 2017

Attachments:
Builders Asphalt Quote
# 2018 PRODUCT PRICE LIST

## City of Evanston

Attention: Edgar Cano

**Skokie Plant**

3219 Oakton St  
(847) 677-7780

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modified N50 Binder</td>
<td>$53.00</td>
<td>300</td>
<td>$15,900.00</td>
</tr>
<tr>
<td>Modified N50 Surface</td>
<td>$57.00</td>
<td>600</td>
<td>$34,200.00</td>
</tr>
<tr>
<td>Sand Mix</td>
<td>$68.00</td>
<td>100</td>
<td>$6,800.00</td>
</tr>
<tr>
<td>Dump Broken Concrete (LD)</td>
<td>$50.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dump Broken Asphalt/Grindings (LD)</td>
<td>$125.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Respectfully submitted,

Ryan Gandy

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ALL TRUCKS MUST BE TARPED WHEN LEAVING ANY OF THE PLANTS PER EPA REGULATIONS.

If payment terms of Net 30 days is not maintained, we reserve the right to suspend your account until it is brought current.

Prices are based on Net 30 day payment terms. Invoices not paid within 30 days of the billing date will be charged 1.5% per month interest on the unpaid balance.

WE APPRECIATE YOUR CONTINUED BUSINESS

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**Main Office** • 4413 Roosevelt Road, Suite 108, Hillside, IL 60162 • (847) 419-9000 • Fax (847) 419-9050 • www.builders-asphalt.com  
**Kaneville Plant** • 45W295 Main Street Road, Elburn, IL 60119 • (630) 557-0090 • Fax (630) 557-0110  
**Skokie Plant** • 3219 Oakton Street, Skokie, IL 60076 • (847) 677-7780 • Fax (847) 677-7853
Memorandum

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

From: David Stoneback, Public Works Agency Director
      Paul D’Agostino, Environmental Services Coordinator

Subject: Green Bay Road Landscape Maintenance (Bid # 17-17)

Date: February 6, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a contract for the 2018 Green Bay Road Landscape Maintenance contract to the low bidder, Landscape Concepts Management, Inc., (31745 Alleghany Rd., Grayslake, IL, 60030) in the amount of $27,744.00.

Funding Source:
Funding for this project is included in the proposed FY 2018 General Fund budget (Account 100.40.4330.62195), which has a total allocation of $142,000.00. The remaining budget in this account is $142,000.

Livability Benefits:
Built Environment: Enhance public spaces
Natural Systems: Prevent and manage invasive species

Summary:
Bids for the landscape maintenance of the Green Bay Road Railroad Embankment were opened and publicly read on February 28, 2017. The bid package was advertised in Pioneer Press, and direct invitations to bid were sent to several Evanston based landscape companies, as well as fifteen other Landscape companies, but only two bids were received. The recommended contract amount represents an increase from the 2017 contract of $97.70 (0.39%).

This contract is for one year of maintenance of the native planting areas found from Isabella to Central and from Noyes to Foster and the remaining “formally” planted area.
from Isabella to Foster. The 2017 bid includes two optional one-year contract renewals, with the recommendation of award to be based on the performance of the contractor during the 2017 season and the approval of sufficient funding in FY 2018 and FY 2019.

The scope of the native planting area maintenance involves a mass-cutting of all areas prior to June 1, weekly litter and debris cleanups from April through December, and seeding and re-plugging (transplanting) of native plant material as needed. The mass cutting of these areas does not include the removal of any mature trees.

The scope of maintenance work in the formally planted areas involves a spring and fall cleanup; weekly litter and debris cleanups from April through December; annual mulching and fertilization, weed/insect/disease control and tree and shrub pruning as needed; grass cutting, and three seasonal flower plantings through the growing season.

Additional work will be performed in 2018 by the Contractor as a result of additional plantings installed during the reconfiguration of the Emerson/Ridge/Green Bay intersection in 2017. These additional plantings are within the large raised planter at the curve of Green Bay Rd. just south of Emerson, and the expanded swale plantings at the base of the Metra embankment along the east side of Green Bay Rd. between Foster and Noyes. During construction of the intersection improvements in the summer of 2017, staff solicited a quote from the contractor to add these areas into their contract. No additional work was required in 2017 since the planting did not occur until the fall and the installation was under warrantee until the City accepted the work. The additional amount for this added maintenance work will be $2,679.40 in 2018, and $2,682.70 in 2019 (if that year’s contract is approved). These amounts should be added to the original bid amounts in the table below to arrive at the final contract amount being requested for approval.

The results of the initial bids received are as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>2017 Bid</th>
<th>2018 Bid</th>
<th>2019 Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscape Concepts Management, Inc., Grayslake, IL</td>
<td>$24,966.90</td>
<td>$25,064.60</td>
<td>$25,117.30</td>
</tr>
<tr>
<td>KGI Landscaping Co., Skokie, IL</td>
<td>$27,983.00</td>
<td>$27,983.00</td>
<td>$27,983.00</td>
</tr>
</tbody>
</table>
Memorandum

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

From: David Stoneback, Public Works Agency Director
      Paul D’Agostino, Environmental Services Coordinator

Subject: Mowing Services (Skokie Bid # 2017-01-07)

Date: February 2, 2018

Recommended Action
Staff recommends City Council authorize the City Manager to execute a renewal contract award for the 2018 Mowing Services to the low bidder, Cleanslate Chicago, LLC (1540 South Ashland, Chicago, IL), in the amount of $28,875.00.

Funding Source
Funding for this project is included in the proposed FY 2018 General Fund budget (Account 100.40.4330.62195), which has a total allocation of $142,000.00. The remaining budget in this account is $142,000.

Livability Benefits:
Built Environment: Enhance public spaces
Natural Systems: Protect and restore natural ecosystems.

Summary
During the development of the FY 2017 Public Works Agency budget, staff adjusted line item amounts in order to contract out some services typically performed by City staff. Staff also contacted the Village of Skokie to determine whether we could issue a joint bid for mowing services, since they have been bidding this type of work for many years. We met with Skokie staff from both their Public Works and Purchasing Departments, and worked out an acceptable joint bid document that was issued this past January. Bids for the mowing services for four Evanston Parks were opened and publicly read on February 16, 2017. The bid package was advertised in Pioneer Press, and bid invitations were sent to several Evanston based landscape companies, as well as fifteen other Landscape companies, but only four bids were received.
This contract provided for one year of mowing services at the following four City Parks: Harbert, Beck, Butler and Twiggs. The bid also allows for four (4) additional one-year period extensions upon mutual written agreement between the Contractor and Municipality. All four of these Parks are located adjacent to the North Shore Channel, and were chosen due to their proximity to Skokie’s Northshore Sculpture Park running along McCormick Blvd., which constitutes the largest portion of the Skokie bid package acreage. Staff believed that by limiting the distance between the Evanston locations and those in Skokie, favorable pricing for the work in Evanston would be received.

The scope of the work includes weekly inspection, mowing, line trimming, edging and litter cleanup from April through November of 2018.

The results of the original bids received are as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>2017 Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleanslate Chicago, LLC, Chicago, IL</td>
<td>$23,900.00</td>
</tr>
<tr>
<td>Lizzette Medina Landscape Mgmt., Evanston, IL</td>
<td>$31,012.75</td>
</tr>
<tr>
<td>KGI Landscaping Co., Skokie, IL</td>
<td>$33,100.00</td>
</tr>
<tr>
<td>Langton Group, Woodstock, IL</td>
<td>$34,100.00</td>
</tr>
</tbody>
</table>

After the City leased the old Shore School parcel at 2525 Church St. from the Metropolitan Water Reclamation District of Cook County, staff solicited a quote from Cleanslate to add this parcel to their scope of work for the 2018 season. This parcel is directly adjacent to Beck Park, which was included in their contract in 2017, so adding it to the scope of work logistically makes sense.

The proposed additional costs for each location and the added cost to maintain the new parcel in 2018 are shown in the table below.

<table>
<thead>
<tr>
<th></th>
<th>Harbert Park</th>
<th>Butler Park</th>
<th>Twiggs Park</th>
<th>Beck Park</th>
<th>2525 Church</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 Cost</td>
<td>$7,520.00</td>
<td>$7,000.00</td>
<td>$5,720.00</td>
<td>$3,660.00</td>
<td>0</td>
<td>$23,900</td>
</tr>
<tr>
<td>2018 Cost</td>
<td>$8,409.50</td>
<td>$7,814.00</td>
<td>$6,400.25</td>
<td>$4,093.00</td>
<td>$2,158.25</td>
<td>$28,875</td>
</tr>
</tbody>
</table>

Attachments:

Cleanslate 2018 Renewal Pricing
Bid Tabulation Spreadsheet
Maps of Parks included in contract
**Evanston Bid Form**

<table>
<thead>
<tr>
<th>Location #</th>
<th>Location Name</th>
<th>Acres</th>
<th># of Occurrences</th>
<th>2017 Cost per Occurrence</th>
<th>2017 Total Cost</th>
<th>2018 Cost per Occurrence</th>
<th>2018 Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>E1</td>
<td>Beck Park</td>
<td>5.5</td>
<td>25</td>
<td>$146.40</td>
<td>$3,660.00</td>
<td>$163.72</td>
<td>$4,093.00</td>
</tr>
<tr>
<td>E2</td>
<td>Butler Park</td>
<td>10.5</td>
<td>25</td>
<td>$280.00</td>
<td>$7,000.00</td>
<td>$312.56</td>
<td>$7,814.00</td>
</tr>
<tr>
<td>E3</td>
<td>Harbert Park</td>
<td>11.3</td>
<td>25</td>
<td>$300.80</td>
<td>$5,720.00</td>
<td>$336.38</td>
<td>$8,409.50</td>
</tr>
<tr>
<td>E4</td>
<td>Twiggs Park</td>
<td>8.6</td>
<td>25</td>
<td>$228.80</td>
<td>$5,720.00</td>
<td>$256.01</td>
<td>$6,400.25</td>
</tr>
<tr>
<td>E5</td>
<td>2525 Church St (Parcel near Beck)</td>
<td>2.9</td>
<td>25</td>
<td>$86.33</td>
<td>$2,158.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>GRAND TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td>$23,900.00</td>
<td>$28,875.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>OPTIONAL MOWING</strong> (sum of all locations for 1 occurrence)</td>
<td></td>
<td></td>
<td></td>
<td>$956.00</td>
<td>$1,155.00</td>
<td></td>
</tr>
</tbody>
</table>

**PAYMENT SCHEDULE FOR 2018**

<table>
<thead>
<tr>
<th>SERVICE DATES</th>
<th>DUE DATE</th>
<th>PAYMENT AMOUNT</th>
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<tbody>
<tr>
<td>April 2018</td>
<td>05/15/18</td>
<td>$3,609.38</td>
</tr>
<tr>
<td>May 2018</td>
<td>06/15/18</td>
<td>$3,609.38</td>
</tr>
<tr>
<td>June 2018</td>
<td>07/15/18</td>
<td>$3,609.38</td>
</tr>
<tr>
<td>July 2018</td>
<td>08/15/18</td>
<td>$3,609.38</td>
</tr>
<tr>
<td>August 2018</td>
<td>09/15/18</td>
<td>$3,609.37</td>
</tr>
<tr>
<td>September 2018</td>
<td>10/15/18</td>
<td>$3,609.37</td>
</tr>
<tr>
<td>October 2018</td>
<td>11/15/18</td>
<td>$3,609.37</td>
</tr>
<tr>
<td>November 2018</td>
<td>12/15/18</td>
<td>$3,609.37</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>$28,875.00</td>
</tr>
<tr>
<td>Bidder’s</td>
<td>Cleanslate</td>
<td>KGI</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------</td>
<td>-----</td>
</tr>
<tr>
<td></td>
<td>Chicago</td>
<td>Medina</td>
</tr>
<tr>
<td>Loc #</td>
<td>Location Name</td>
<td>Acres</td>
</tr>
<tr>
<td>S1</td>
<td>Old Orchard &amp; Skokie Blvd</td>
<td>0.5</td>
</tr>
<tr>
<td>S2</td>
<td>Crawford Ave</td>
<td>3.5</td>
</tr>
<tr>
<td>S3</td>
<td>Channel Park</td>
<td>55.4</td>
</tr>
<tr>
<td>S4</td>
<td>Bennett median and berm</td>
<td>1.3</td>
</tr>
<tr>
<td>S5</td>
<td>Golf &amp; Karlov detention</td>
<td>1.1</td>
</tr>
<tr>
<td>S6</td>
<td>Long Ave Church to Emerson</td>
<td>0.5</td>
</tr>
<tr>
<td>S7</td>
<td>Church St embankment - east of Edens</td>
<td>0.7</td>
</tr>
<tr>
<td>S8</td>
<td>Church St embankment-west of Edens</td>
<td>1.7</td>
</tr>
<tr>
<td>S9</td>
<td>Long Ave Church to Greenwood</td>
<td>0.8</td>
</tr>
<tr>
<td>S10</td>
<td>Davis &amp; Kolmar</td>
<td>2.2</td>
</tr>
<tr>
<td>S11</td>
<td>Timber Ridge</td>
<td>0.4</td>
</tr>
<tr>
<td>S12</td>
<td>West side of McCormick</td>
<td>0.6</td>
</tr>
<tr>
<td>S13</td>
<td>Terminal Ave</td>
<td>4.1</td>
</tr>
<tr>
<td>S14</td>
<td>Carol &amp; Gross Point</td>
<td>1.3</td>
</tr>
<tr>
<td>S15</td>
<td>Madison Detention</td>
<td>1.3</td>
</tr>
<tr>
<td>S16</td>
<td>8200-8300 Bennett median</td>
<td>0.2</td>
</tr>
<tr>
<td>S17</td>
<td>Frontage Rd</td>
<td>1.6</td>
</tr>
<tr>
<td>S18</td>
<td>Jarvis &amp; East Frontage</td>
<td>0.2</td>
</tr>
<tr>
<td>S19</td>
<td>Sherwin &amp; East Frontage</td>
<td>0.1</td>
</tr>
<tr>
<td>S20</td>
<td>Carpenter Rd</td>
<td>0.3</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Optional mowing (sum of all locations for 1 occurrence)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bidder had 72,520.00

**Evaston Bid Form**

<table>
<thead>
<tr>
<th>Bidder’s</th>
<th>Cleanslate</th>
<th>KGI</th>
<th>Lizzette</th>
<th>Langton</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Chicago</td>
<td>Medina</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E1</td>
<td>Beck Park</td>
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<td>280.00</td>
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<td>300.80</td>
</tr>
<tr>
<td>E4</td>
<td>Twiggs Park</td>
<td>8.6</td>
<td>25</td>
<td>228.80</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>23,900.00</td>
</tr>
<tr>
<td>Optional mowing (sum of all locations for 1 occurrence)</td>
<td></td>
<td></td>
<td></td>
<td>956.00</td>
</tr>
</tbody>
</table>

2/16/2017
To: Honorable Mayor and Members of the City Council
Administration and Public Works Committee

From: Wally Bobkiewicz, City Manager
Ashley King, Budget & Finance Manager
Kate Lewis-Lakin, Senior Management Analyst

Subject: Fourth Quarter Financial Report for Fiscal Year 2017

Date: March 12, 2018

Recommended Action:
Staff recommends City Council accept and place the Fourth Quarter Financial Report for FY 2017 on file.

Summary:
The General Fund ended 2017 with $113,443,199 in Revenue (4.49% under budget) and $113,394,109 in Expenses (4.46% under budget). The 2017 Budgeted surplus was $92,641. The year ended with a surplus of $49,090.

All funds ended the fourth quarter of the 2017 fiscal year with $9.9 million less in cash and approximately $12 million less in fund balance than the year end of 2016. 2017 numbers are still unaudited and will be adjusted during the audit process to account for various accruals. A majority of this preliminary difference is in the following funds:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>5,370,342</td>
<td>11,909,074</td>
<td>9,178,128</td>
<td>14,642,444</td>
<td>3,807,786</td>
<td>2,733,370</td>
</tr>
<tr>
<td>Capital Fund</td>
<td>13,124,676</td>
<td>9,633,817</td>
<td>11,961,365</td>
<td>9,447,356</td>
<td>(1,163,311)</td>
<td>(186,461)</td>
</tr>
<tr>
<td>Parking Fund</td>
<td>8,425,983</td>
<td>11,486,869</td>
<td>4,823,068</td>
<td>4,909,402</td>
<td>(3,602,915)</td>
<td>(6,577,467)</td>
</tr>
<tr>
<td>Water Fund</td>
<td>6,024,908</td>
<td>5,291,422</td>
<td>5,823,948</td>
<td>7,324,987</td>
<td>(200,960)</td>
<td>2,033,565</td>
</tr>
<tr>
<td>Sewer Fund</td>
<td>3,443,030</td>
<td>4,963,921</td>
<td>2,962,519</td>
<td>4,149,927</td>
<td>(480,511)</td>
<td>(813,994)</td>
</tr>
<tr>
<td>All Other Funds</td>
<td>24,014,443</td>
<td>19,192,832</td>
<td>15,698,224</td>
<td>10,965,488</td>
<td>(8,316,219)</td>
<td>(8,227,344)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>60,403,382</strong></td>
<td><strong>62,477,935</strong></td>
<td><strong>50,447,252</strong></td>
<td><strong>51,439,604</strong></td>
<td><strong>(9,956,130)</strong></td>
<td><strong>(11,038,331)</strong></td>
</tr>
</tbody>
</table>
At the close of the first quarter of 2017, there was a General Fund surplus of $4.9 million; at the end of the second quarter a deficit of $103,587; at the end of the third quarter a surplus of $130,001. This 4th quarter report shows a surplus of $49,090.

There are a number of receivables which will be booked during the audit process in the first quarter of 2018 (2017 audit). The current attached financial report shows the General Fund year-end balance at $14,642,444 or 12.9%. The City’s internal policy is for 16.6% of expenses to be in fund balance as a reserve. The 2017 year end reserve is $4.1 million under the 16.6%. The City has budgeted a $600,000 surplus for 2018 to add to the General Fund reserve balance.

The main differences between 2016 and 2017 year-end are explained below:
- Property taxes are higher than this time last year because the City adopted this increase for the 2017 Budget. Although the increase is for the Pension funds, this money is now double counted as an inter-fund transfer into the General Fund and then also into the respective pension funds.
- Sales Tax was $42,774 lower than 2016. The additional sales tax shortfall was due to the passage of the state budget, which included a retroactive 2% cut.
- Building permits are $2.1 million lower than last year ($6.3 million). The 2018 building permit budget is $4.5 million.

Attached are summaries of the City’s funds for the fourth quarter of FY 2016. In reviewing these reports, please note the following:
- A majority of the revenues are recorded at the time they are actually received (permits, property taxes, fees, etc.), however, some revenues are recorded at the time of notification of the revenue being earned by the City (sales, income, telecommunications taxes, etc).
- While some major revenues are received on a monthly basis, other revenues are received less uniformly throughout the year. An example is property taxes, which are billed bi-annually and then distributed by the County as payments are received. Wheel tax (also known as vehicle license) is another example of City revenue received in a non-monthly manner. Vehicle license revenue is majority received in November and December due to the renewal period opening in October. This revenue is payment for the full year vehicles license for the following year. Residents pay their 2018 vehicle license in 2017.
- Operating expenses are incurred on a uniform basis for items such as payroll, utilities, fuel, etc., and on an as needed basis for supplies, equipment and specific outsourced services.

General Fund Revenues:
General Fund revenues through the December 31, 2017 were $113.4 M or 95.5% of budget. The fourth quarter performance of major General Fund revenue sources is summarized below:
- Through December 31, 2017 property tax revenue was $28,335,270 or 98.4% of budget. This is consistent with 2016 levels.
- State income tax was recorded in the amount of $6,866,799 through December
31, 2017, achieving 88% of the budget target for this revenue item. This is significantly lower than 2016 receipts of over $8 million.

- Regular sales tax revenue in FY 2017 was $10,052,914 or 91.8% of budget. Home rule sales tax revenue in FY 2017 was $6,113,755 or 92.4% of budget. Both of these amounts were significantly under the Illinois Municipal League forecasted amounts which is the basis for city projections.
- Real estate transfer tax through December 31, 2017 totaled $3,888,522 or 25% over the budget target for this item. The budget for 2017 was increased to $3,100,000 or $100,000 over the 2016 budget. The 2018 budget for this line item was adopted at $3,300,000.
- Through December 31, 2017, licenses, permits, and fees were $13,221,946 or 76.6% of budget. In 2016, building permit revenue was nearly $1 million over budget.

**General Fund Expenditures:**
Through December 31, 2016, General Fund expenditures were $113,394,109 or 95.5% of budget. It is important to note, for the General Fund, many expenditures/disbursements are not made evenly throughout the year. For example:
- Seasonal employee wages in Parks, Recreation and Community Services are typically charged during the summer months.
- Police Department assigns additional patrol details during the summer months.
- As noted in the monthly financial report, the City had three and a half pay periods in December 2016, each at is approximately $2.6 million.

As can be seen in the chart below, there were only two General Fund departments over budget at the year-end for expenses.
- Police Department ended 2017 $933,150 over budget or 2.44% of budget.
- Parks is over budget by $113,048 but this is offset by above-budgeted revenue.
- The main over-budget category for the General Fund is over-time, which was approximately $1 million over budget for 2017.

<table>
<thead>
<tr>
<th>Classification</th>
<th>2017 Budget</th>
<th>YTD Actual</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY COUNCIL</td>
<td>498,189</td>
<td>498,172</td>
<td>100.00%</td>
</tr>
<tr>
<td>CITY CLERK</td>
<td>275,488</td>
<td>251,193</td>
<td>91.18%</td>
</tr>
<tr>
<td>CITY MANAGER’S OFFICE</td>
<td>9,878,454</td>
<td>6,280,673</td>
<td>63.58%</td>
</tr>
<tr>
<td>LAW</td>
<td>854,050</td>
<td>783,352</td>
<td>91.72%</td>
</tr>
<tr>
<td>ADMINISTRATIVE SERVICES</td>
<td>9,700,879</td>
<td>9,201,875</td>
<td>94.86%</td>
</tr>
<tr>
<td>COMMUNITY DEVELOPMENT</td>
<td>2,804,668</td>
<td>2,592,984</td>
<td>92.45%</td>
</tr>
<tr>
<td>POLICE</td>
<td>38,223,842</td>
<td>39,156,992</td>
<td>102.44%</td>
</tr>
<tr>
<td>FIRE MGMT &amp; SUPPORT</td>
<td>24,294,001</td>
<td>24,207,459</td>
<td>99.64%</td>
</tr>
<tr>
<td>HEALTH</td>
<td>3,582,312</td>
<td>3,062,221</td>
<td>85.48%</td>
</tr>
<tr>
<td>PARKS, REC. AND COMMUNITY SERV.</td>
<td>12,361,460</td>
<td>12,474,508</td>
<td>100.91%</td>
</tr>
<tr>
<td>PUBLIC WORKS AGENCY</td>
<td>16,212,848</td>
<td>14,884,679</td>
<td>91.81%</td>
</tr>
<tr>
<td><strong>EXPENSE TOTAL</strong></td>
<td><strong>118,686,191</strong></td>
<td><strong>113,394,109</strong></td>
<td><strong>95.54%</strong></td>
</tr>
</tbody>
</table>
Overall, through 2017 Q4 General Fund revenues are approximately $1 million more than through Q4 2016 and Q4 2017 expenses are $2 million more than Q4 2016 General Fund expenses.

<table>
<thead>
<tr>
<th></th>
<th>Revenues</th>
<th>Expenses</th>
<th>Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>End of year 2016</td>
<td>112,354,936</td>
<td>111,150,697</td>
<td>1,204,239</td>
</tr>
<tr>
<td>End of year 2017</td>
<td>113,443,199</td>
<td>113,394,109</td>
<td>49,090</td>
</tr>
</tbody>
</table>

In addition to the budget changes that were presented to Council in July and August 2017, there were a few additional changes required to bring the General Fund into balance at the end of the year:

- Additional transfer from the Water Fund of $325,000
- Additional transfer from the Parking Fund of $130,000
- Reduction in transfer from the General Fund to the Fleet Fund of $625,000 and the Equipment Replacement Fund of $150,000
- Reduction in transfer from the General Fund to the Solid Waste Fund of $300,000

Enterprise Funds:
Similar to the General Fund, many enterprise fund revenues and expenses/disbursements do not occur evenly throughout the year. A summary of Enterprise Revenue and Expenses is below:

<table>
<thead>
<tr>
<th></th>
<th>Revenues</th>
<th>% of Budget</th>
<th>Expenses</th>
<th>% of Budget</th>
<th>Net 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking Fund</td>
<td>10,705,799</td>
<td>95.81%</td>
<td>13,549,060</td>
<td>93.28%</td>
<td>(2,843,261)</td>
</tr>
<tr>
<td>Water Fund</td>
<td>20,374,525</td>
<td>83.52%</td>
<td>20,585,616</td>
<td>69%</td>
<td>(211,091)</td>
</tr>
<tr>
<td>Sewer Fund</td>
<td>12,473,641</td>
<td>95.03%</td>
<td>12,935,812</td>
<td>88.56%</td>
<td>(462,171)</td>
</tr>
<tr>
<td>Solid Waste Fund</td>
<td>4,619,559</td>
<td>94.58%</td>
<td>4,815,791</td>
<td>93.61%</td>
<td>(196,232)</td>
</tr>
</tbody>
</table>

Attachments
Attachment 2: December 31, 2017 Investment Update
Please find attached the unaudited financial statements as of December 31, 2017. A summary by fund for revenues, expenditures, fund and cash balances is as follows:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Fund Description</th>
<th>YTD Revenues</th>
<th>YTD Expenses</th>
<th>YTD Net</th>
<th>Fund Balance</th>
<th>Cash Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>GENERAL FUND</td>
<td>113,443,199</td>
<td>113,394,109</td>
<td>49,090</td>
<td>14,642,444</td>
<td>9,178,128</td>
</tr>
<tr>
<td>175</td>
<td>GENERAL ASSISTANCE FUND</td>
<td>967,586</td>
<td>909,475</td>
<td>58,111</td>
<td>644,499</td>
<td>644,910</td>
</tr>
<tr>
<td>176</td>
<td>HEALTH AND HUMAN SERVICES</td>
<td>859,167</td>
<td>918,196</td>
<td>(59,029)</td>
<td>11,777</td>
<td>215,152</td>
</tr>
<tr>
<td>180</td>
<td>GOOD NEIGHBOR FUND</td>
<td>1,001,884</td>
<td>1,000,000</td>
<td>1,884</td>
<td>1,001,884</td>
<td>1,001,884</td>
</tr>
<tr>
<td>185</td>
<td>LIBRARY FUND</td>
<td>7,127,606</td>
<td>6,793,489</td>
<td>334,117</td>
<td>984,772</td>
<td>966,354</td>
</tr>
<tr>
<td>195</td>
<td>NEIGHBORHOOD STABILIZATION FUND</td>
<td>35,199</td>
<td>37,641</td>
<td>(2,442)</td>
<td>(2,442)</td>
<td>94,969</td>
</tr>
<tr>
<td>200</td>
<td>MOTOR FUEL TAX FUND</td>
<td>1,918,041</td>
<td>957,990</td>
<td>960,051</td>
<td>2,373,729</td>
<td>2,209,142</td>
</tr>
<tr>
<td>205</td>
<td>EMERGENCY TELEPHONE (E911) FUND</td>
<td>899,198</td>
<td>966,766</td>
<td>22,432</td>
<td>185,493</td>
<td>(107,869)</td>
</tr>
<tr>
<td>210</td>
<td>SPECIAL SERVICE AREA (SSA) #4</td>
<td>322,482</td>
<td>329,000</td>
<td>(6,518)</td>
<td>(198,794)</td>
<td>(198,794)</td>
</tr>
<tr>
<td>215</td>
<td>CDBG FUND</td>
<td>1,906,958</td>
<td>1,906,970</td>
<td>(12)</td>
<td>64,094</td>
<td>132,009</td>
</tr>
<tr>
<td>220</td>
<td>CDBG LOAN</td>
<td>116,999</td>
<td>75,309</td>
<td>41,690</td>
<td>252,611</td>
<td>283,611</td>
</tr>
<tr>
<td>235</td>
<td>NEIGHBORHOOD IMPROVEMENT</td>
<td>256</td>
<td>-</td>
<td>256</td>
<td>170,171</td>
<td>170,171</td>
</tr>
<tr>
<td>240</td>
<td>HOME FUND</td>
<td>404,955</td>
<td>398,055</td>
<td>6,900</td>
<td>9,277</td>
<td>8,284</td>
</tr>
<tr>
<td>250</td>
<td>AFFORDABLE HOUSING FUND</td>
<td>435,678</td>
<td>360,323</td>
<td>75,355</td>
<td>1,476,543</td>
<td>1,508,345</td>
</tr>
<tr>
<td>186</td>
<td>LIBRARY DEBT SERVICE FUND</td>
<td>1,117,649</td>
<td>1,143,157</td>
<td>(25,507)</td>
<td>4,202</td>
<td>(8,705)</td>
</tr>
<tr>
<td>300</td>
<td>WASHINGTON NATIONAL TIF FUND</td>
<td>5,295,873</td>
<td>5,658,005</td>
<td>(362,132)</td>
<td>5,262,544</td>
<td>5,341,608</td>
</tr>
<tr>
<td>310</td>
<td>HOWARD-HARTREY TIF</td>
<td>(44,005)</td>
<td>599,668</td>
<td>(643,672)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>330</td>
<td>HOWARD-RIDGE TIF FUND</td>
<td>642,348</td>
<td>368,386</td>
<td>273,962</td>
<td>273,878</td>
<td>276,393</td>
</tr>
<tr>
<td>335</td>
<td>WEST EVANSTON TIF FUND</td>
<td>59,741</td>
<td>44,235</td>
<td>15,506</td>
<td>432,766</td>
<td>441,232</td>
</tr>
<tr>
<td>340</td>
<td>DEMPSTER-DODGE TIF FUND</td>
<td>2,115,514</td>
<td>2,092,108</td>
<td>23,406</td>
<td>(6,009)</td>
<td>(6,009)</td>
</tr>
<tr>
<td>345</td>
<td>CHICAGO-MAIN TIF</td>
<td>3,595,628</td>
<td>3,669,511</td>
<td>(73,884)</td>
<td>61,193</td>
<td>61,342</td>
</tr>
<tr>
<td>350</td>
<td>SPECIAL SERVICE AREA (SSA) #6</td>
<td>215,266</td>
<td>291,354</td>
<td>(76,088)</td>
<td>2,206</td>
<td>2,207</td>
</tr>
<tr>
<td>187</td>
<td>LIBRARY CAPITAL IMPROVEMENT FD</td>
<td>1,431,106</td>
<td>1,122,708</td>
<td>308,399</td>
<td>308,399</td>
<td>322,066</td>
</tr>
<tr>
<td>320</td>
<td>DEBT SERVICE FUND</td>
<td>22,650,825</td>
<td>23,200,365</td>
<td>(549,540)</td>
<td>196,457</td>
<td>211,253</td>
</tr>
<tr>
<td>415</td>
<td>CAPITAL IMPROVEMENTS FUND</td>
<td>13,663,302</td>
<td>15,721,110</td>
<td>(2,057,808)</td>
<td>9,447,356</td>
<td>11,961,365</td>
</tr>
<tr>
<td>416</td>
<td>CROWN CONSTRUCTION FUND</td>
<td>1,549,512</td>
<td>1,009,140</td>
<td>540,372</td>
<td>540,372</td>
<td>540,372</td>
</tr>
<tr>
<td>420</td>
<td>SPECIAL ASSESSMENT FUND</td>
<td>268,219</td>
<td>269,734</td>
<td>(1,516)</td>
<td>2,997,700</td>
<td>2,994,039</td>
</tr>
<tr>
<td>505</td>
<td>PARKING SYSTEM FUND</td>
<td>10,705,799</td>
<td>13,549,060</td>
<td>(2,843,262)</td>
<td>4,909,402</td>
<td>4,823,066</td>
</tr>
<tr>
<td>510</td>
<td>WATER FUND</td>
<td>20,374,525</td>
<td>20,585,616</td>
<td>(211,091)</td>
<td>7,324,987</td>
<td>5,498,948</td>
</tr>
<tr>
<td>515</td>
<td>SEWER FUND</td>
<td>12,473,641</td>
<td>12,935,812</td>
<td>(462,171)</td>
<td>4,199,927</td>
<td>2,962,519</td>
</tr>
<tr>
<td>520</td>
<td>SOLID WASTE FUND</td>
<td>4,619,559</td>
<td>4,815,791</td>
<td>(196,232)</td>
<td>(1,169,015)</td>
<td>(1,472,588)</td>
</tr>
<tr>
<td>600</td>
<td>FLEET SERVICES FUND</td>
<td>2,497,791</td>
<td>2,902,298</td>
<td>(404,508)</td>
<td>358,236</td>
<td>(304,954)</td>
</tr>
<tr>
<td>601</td>
<td>EQUIPMENT REPLACEMENT FUND</td>
<td>1,489,066</td>
<td>1,297,422</td>
<td>191,644</td>
<td>1,076,977</td>
<td>1,186,577</td>
</tr>
<tr>
<td>605</td>
<td>INSURANCE FUND</td>
<td>20,058,752</td>
<td>22,409,762</td>
<td>(2,351,010)</td>
<td>(5,348,035)</td>
<td>(225,759)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>254,309,319</td>
<td>261,732,563</td>
<td>(7,423,244)</td>
<td>51,439,604</td>
<td>50,447,252</td>
</tr>
</tbody>
</table>
Included above are the ending balances as of December 31, 2017 for both unreserved fund and cash balances. Of these two amounts, cash balance is the more meaningful metric since this represents liquid cash and/or invested assets which can be used (or easily sold) to support and fund current operations. While ending fund balance is also an important measurement of the City’s financial health, it usually includes illiquid assets or future cash receipts or disbursements such as receivables (including property tax) due to the City and accounts payable/accrued expenses.

During the 2016 Audit Process, a number of changes were made to the methodology behind Evanston’s financial reporting. As a result, 2017 fund balances since April look significantly different than those presented previously. In most instances, they are more closely aligned with cash.

As of December 31, 2017, the General Fund is reporting a net surplus of $49,090. The General Fund balance is $14,642,444 with a cash balance of $9,178,128. The attached supplemental charts show the General Fund Revenues at 95.51% of budget and expenses slightly higher at 95.54%. This does include changes to interfund transfers proposed by staff in July and December 2017. Year-end close of the General Fund will be discussed in further detail in the fourth quarter financial report.

Through December 31, 2017, the Neighborhood Stabilization Fund is showing a negative fund balance of $2,442. This is due to the timing of grant funding revenues.

Through December 31, 2017, the E911 Fund is showing negative cash balance of $107,869. This is due to timing of E911 revenues from the state and the expenses related to the replacement of Computer Aided Dispatch (CAD) and Police/Fire Records Software.

Through December 31, 2017, the SSA #4 Fund is showing a negative fund and cash balance of $198,794. This is due to the timing of payments to the Downtown Evanston group.

Through December 31, 2017, the CDBG Fund is showing a negative cash balance of $132,009. This is reimbursed with draw-downs in January 2018.

Through December 31, 2017, the Library Debt Service Fund has a negative cash balance of $8,705. This is due to the issuance costs of the 2017A bonds, which will be covered by the first installment of property taxes in March 2018.

Through December 31, 2017, the Dempster-Dodge TIF Fund has a negative fund and cash balance of $6,009. This is due to the issuance costs of the 2017B bonds, which will be covered by the first installment of property taxes in March 2018.

Through December 31, 2017, the Capital Fund is showing a fund balance of $9,447,356 and a cash balance of $11,691,365. Bond proceeds from the 2017A General Obligation Bonds were received in October, significantly increasing fund and cash balances.

Through December 31, 2017, the enterprise funds (Parking, Water, and Sewer) continue to spend down fund balance for capital projects.

Through December 31, 2017, the Solid Waste Fund has a negative fund balance of $1,169,015 and a negative cash balance of $1,472,588.

Through December 31, 2017, the Insurance Fund is showing a negative fund balance of $5,348,035 and a negative cash balance of $225,759. In December 2017, cash was moved from the Water Fund to the Insurance Fund to cover expenses related to the James Park litigation, improving the cash balance in the Insurance Fund.

If there are any questions on the attached report, please contact me by phone at (847) 859-7884 or by email: aking@cityofevanston.org. Detailed fund summary reports can be found at: http://www.cityofevanston.org/city-budget/financial-reports/.

CERTIFICATION OF ATTACHED FINANCIAL REPORTS

As required per Illinois Statute 65 ILCS 5/3.1-35-45 I, Ashley King, Treasurer of the City of Evanston, hereby affirm that I have reviewed the December 31, 2017 year-to-date financial information and reports which to the best of my knowledge appear accurate and complete.

[Signature]
Ashley King, Interim Treasurer
### 2016 v 2017 Fund and Cash Balance-- General Fund

<table>
<thead>
<tr>
<th></th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sept</th>
<th>October</th>
<th>November</th>
<th>December</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2016 Unreserved Fund Balance</strong></td>
<td>11,859,782</td>
<td>14,097,256</td>
<td>17,193,730</td>
<td>16,597,583</td>
<td>18,375,173</td>
<td>21,225,995</td>
<td>16,790,000</td>
<td>17,674,579</td>
<td>15,983,833</td>
<td>12,732,816</td>
<td>13,695,971</td>
<td>11,909,074</td>
</tr>
<tr>
<td><strong>2017 Unreserved Fund Balance</strong></td>
<td>15,453,984</td>
<td>17,244,431</td>
<td>19,734,012</td>
<td>18,292,843</td>
<td>17,839,404</td>
<td>14,612,957</td>
<td>13,603,487</td>
<td>16,910,096</td>
<td>14,723,355</td>
<td>14,354,436</td>
<td>13,093,607</td>
<td>14,642,444</td>
</tr>
<tr>
<td><strong>2017 Cash Balance</strong></td>
<td>6,338,271</td>
<td>6,393,110</td>
<td>11,561,044</td>
<td>10,901,398</td>
<td>10,376,936</td>
<td>6,169,276</td>
<td>7,179,518</td>
<td>10,652,102</td>
<td>8,595,629</td>
<td>8,439,222</td>
<td>7,340,223</td>
<td>9178128</td>
</tr>
</tbody>
</table>
## Income Statement

**Through 12/31/17**

**Summary Listing**

<table>
<thead>
<tr>
<th>Classification</th>
<th>2017 Budget</th>
<th>December 2017</th>
<th>YTD Actual</th>
<th>% Actual</th>
<th>2016 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund 100 - GENERAL FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Taxes</td>
<td>28,639,628</td>
<td>-</td>
<td>28,294,363</td>
<td>98.79%</td>
<td>27,302,687</td>
</tr>
<tr>
<td>Other Taxes</td>
<td>49,402,274</td>
<td>5,557,476</td>
<td>47,241,209</td>
<td>95.63%</td>
<td>44,156,868</td>
</tr>
<tr>
<td>License</td>
<td>5,496,150</td>
<td>1,632,560</td>
<td>4,878,604</td>
<td>90.75%</td>
<td>6,851,422</td>
</tr>
<tr>
<td>Permit</td>
<td>11,648,000</td>
<td>1,248,709</td>
<td>8,098,595</td>
<td>69.53%</td>
<td>11,012,646</td>
</tr>
<tr>
<td>Fee</td>
<td>115,500</td>
<td>35,390</td>
<td>418,040</td>
<td>61.64%</td>
<td>70,395</td>
</tr>
<tr>
<td>Fines and Forfeitures</td>
<td>3,810,000</td>
<td>365,755</td>
<td>3,484,050</td>
<td>91.44%</td>
<td>3,611,901</td>
</tr>
<tr>
<td>Parking Charges for Services</td>
<td>640,000</td>
<td>53,333</td>
<td>676,942</td>
<td>105.77%</td>
<td>687,835</td>
</tr>
<tr>
<td>Parks and Recreation Charges for Services</td>
<td>5,650,895</td>
<td>187,343</td>
<td>5,471,036</td>
<td>96.82%</td>
<td>5,401,563</td>
</tr>
<tr>
<td>Other Charges for Services</td>
<td>2,642,500</td>
<td>332,254</td>
<td>2,620,775</td>
<td>99.18%</td>
<td>2,687,897</td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>7,455,774</td>
<td>2,844,477</td>
<td>8,590,717</td>
<td>115.22%</td>
<td>8,099,626</td>
</tr>
<tr>
<td>Intergovernmental Revenue</td>
<td>1,089,965</td>
<td>212,584</td>
<td>1,448,167</td>
<td>132.86%</td>
<td>1,238,785</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>2,138,046</td>
<td>901,467</td>
<td>2,073,158</td>
<td>96.97%</td>
<td>1,338,382</td>
</tr>
<tr>
<td>Interest Income</td>
<td>50,100</td>
<td>3,054</td>
<td>38,544</td>
<td>76.93%</td>
<td>30,285</td>
</tr>
<tr>
<td><strong>REVENUE TOTAL</strong></td>
<td>118,778,832</td>
<td>13,374,903</td>
<td>113,443,199</td>
<td>95.51%</td>
<td>112,490,292</td>
</tr>
<tr>
<td>CITY COUNCIL</td>
<td>498,189</td>
<td>63,522</td>
<td>498,172</td>
<td>99.99%</td>
<td>433,601</td>
</tr>
<tr>
<td>CITY CLERK</td>
<td>275,488</td>
<td>22,467</td>
<td>251,193</td>
<td>91.18%</td>
<td>294,665</td>
</tr>
<tr>
<td>CITY MANAGER'S OFFICE</td>
<td>9,878,454</td>
<td>968,521</td>
<td>7,205,673</td>
<td>72.94%</td>
<td>7,471,734</td>
</tr>
<tr>
<td>LAW</td>
<td>854,050</td>
<td>698,943</td>
<td>783,352</td>
<td>91.72%</td>
<td>1,052,130</td>
</tr>
<tr>
<td>ADMINISTRATIVE SERVICES</td>
<td>9,700,879</td>
<td>1,221,521</td>
<td>9,201,875</td>
<td>94.86%</td>
<td>9,164,947</td>
</tr>
<tr>
<td>COMMUNITY DEVELOPMENT</td>
<td>2,804,668</td>
<td>377,266</td>
<td>2,592,984</td>
<td>92.45%</td>
<td>2,510,408</td>
</tr>
<tr>
<td>POLICE</td>
<td>38,223,842</td>
<td>3,715,236</td>
<td>39,156,992</td>
<td>102.44%</td>
<td>37,817,627</td>
</tr>
<tr>
<td>FIRE MGMT &amp; SUPPORT</td>
<td>24,294,001</td>
<td>1,934,924</td>
<td>24,207,459</td>
<td>99.64%</td>
<td>23,235,714</td>
</tr>
<tr>
<td>HEALTH</td>
<td>3,582,312</td>
<td>339,673</td>
<td>3,062,221</td>
<td>85.48%</td>
<td>3,097,351</td>
</tr>
<tr>
<td>PARKS, REC. AND COMMUNITY SERV.</td>
<td>12,361,460</td>
<td>1,395,908</td>
<td>12,474,508</td>
<td>100.91%</td>
<td>11,997,476</td>
</tr>
<tr>
<td>PUBLIC WORKS AGENCY</td>
<td>16,212,848</td>
<td>1,874,428</td>
<td>13,959,679</td>
<td>85.48%</td>
<td>14,488,137</td>
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<tr>
<td><strong>EXPENSE TOTAL</strong></td>
<td>118,686,191</td>
<td>12,630,408</td>
<td>113,394,109</td>
<td>95.54%</td>
<td>111,563,790</td>
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</table>

**Fund 100 - GENERAL FUND Totals**

<table>
<thead>
<tr>
<th>Classification</th>
<th>2017 Budget</th>
<th>December 2017</th>
<th>YTD Actual</th>
<th>% Actual</th>
<th>2016 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE TOTALS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>EXPENSE TOTALS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fund 100 - GENERAL FUND Net Gain (Loss)</strong></td>
<td>92,641</td>
<td>744,495</td>
<td>49,090</td>
<td>927,698</td>
<td></td>
</tr>
</tbody>
</table>
## Income Statement

### Through 12/31/17

Summary Listing

### Classification

<table>
<thead>
<tr>
<th>Fund</th>
<th>2017 Budget</th>
<th>December 2017 Actual</th>
<th>YTD Actual</th>
<th>2016 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund 505 - PARKING SYSTEM FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permit</td>
<td>-</td>
<td>-</td>
<td>1,900</td>
<td>0.00%</td>
</tr>
<tr>
<td>Parking Charges for Services</td>
<td>6,737,875</td>
<td>582,721</td>
<td>6,242,624</td>
<td>92.65%</td>
</tr>
<tr>
<td>Parks and Recreation Charges for Services</td>
<td>65,000</td>
<td>-</td>
<td>61,000</td>
<td>93.85%</td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>4,120,636</td>
<td>-</td>
<td>4,120,636</td>
<td>100.00%</td>
</tr>
<tr>
<td>Intergovernmental Revenue</td>
<td>12,125</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>203,216</td>
<td>11,234</td>
<td>224,872</td>
<td>110.66%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>35,070</td>
<td>12,541</td>
<td>54,767</td>
<td>156.16%</td>
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<tr>
<td><strong>REVENUE TOTAL</strong></td>
<td>11,173,922</td>
<td>606,496</td>
<td>10,705,799</td>
<td>95.81%</td>
</tr>
<tr>
<td>Employee Pay</td>
<td>26,000</td>
<td>2,538</td>
<td>26,304</td>
<td>101.17%</td>
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<tr>
<td>Benefits</td>
<td>1,117,119</td>
<td>170,830</td>
<td>1,134,721</td>
<td>101.58%</td>
</tr>
<tr>
<td>Pensions</td>
<td>104,802</td>
<td>15,402</td>
<td>105,899</td>
<td>101.05%</td>
</tr>
<tr>
<td>Services</td>
<td>3,222,411</td>
<td>266,984</td>
<td>2,909,632</td>
<td>90.29%</td>
</tr>
<tr>
<td>Supplies</td>
<td>278,864</td>
<td>69,903</td>
<td>234,614</td>
<td>84.13%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>3,020,000</td>
<td>147,162</td>
<td>2,397,702</td>
<td>79.39%</td>
</tr>
<tr>
<td>Insurance and Other Chargebacks</td>
<td>524,102</td>
<td>51,516</td>
<td>552,831</td>
<td>105.48%</td>
</tr>
<tr>
<td>Depreciation Expense</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Contingencies</td>
<td>11,000</td>
<td>-</td>
<td>4,246</td>
<td>38.60%</td>
</tr>
<tr>
<td>Debt Service</td>
<td>4,331,771</td>
<td>-</td>
<td>4,330,993</td>
<td>99.98%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>304,000</td>
<td>57,138</td>
<td>267,436</td>
<td>87.97%</td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>1,584,683</td>
<td>416,224</td>
<td>1,584,683</td>
<td>100.00%</td>
</tr>
<tr>
<td><strong>EXPENSE TOTAL</strong></td>
<td>14,524,752</td>
<td>1,197,696</td>
<td>13,549,060</td>
<td>93.28%</td>
</tr>
</tbody>
</table>

### Fund 505 - PARKING SYSTEM FUND Totals

**REVENUE TOTALS**

| Fund 505 - PARKING SYSTEM FUND | 11,173,922 | 606,496 | 10,705,799 | 95.81% | 10,458,663 |

**EXPENSE TOTALS**

| Fund 505 - PARKING SYSTEM FUND | 14,524,752 | 1,197,696 | 13,549,060 | 93.28% | 9,819,656 |

### Fund 505 - PARKING SYSTEM FUND Net Gain

| Net Gain | (3,350,830) | (591,199) | (2,843,262) | 639,007 |
### Income Statement

**Through 12/31/17**

**Summary Listing**

<table>
<thead>
<tr>
<th>Classification</th>
<th>2017 Budget</th>
<th>December 2017</th>
<th>YTD Actual</th>
<th>2016 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund 510 - WATER FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fee</td>
<td>70,000</td>
<td>4,935</td>
<td>86,063</td>
<td>122.95%</td>
</tr>
<tr>
<td>Water Charges for Services</td>
<td>17,324,000</td>
<td>1,652,167</td>
<td>17,067,949</td>
<td>98.52%</td>
</tr>
<tr>
<td>Sewer Charges for Services</td>
<td>36,000</td>
<td>4,124</td>
<td>49,220</td>
<td>136.72%</td>
</tr>
<tr>
<td>Other Charges for Services</td>
<td>135,000</td>
<td>35</td>
<td>139,998</td>
<td>103.70%</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>6,828,400</td>
<td>3,858</td>
<td>2,996,708</td>
<td>43.89%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>1,600</td>
<td>5,470</td>
<td>34,587</td>
<td>2161.68%</td>
</tr>
<tr>
<td><strong>REVENUE TOTAL</strong></td>
<td>24,395,000</td>
<td>1,670,590</td>
<td>20,374,525</td>
<td>83.52%</td>
</tr>
<tr>
<td>Employee Pay</td>
<td>183,365</td>
<td>35,925</td>
<td>188,857</td>
<td>102.99%</td>
</tr>
<tr>
<td>Benefits</td>
<td>4,037,387</td>
<td>530,817</td>
<td>4,038,217</td>
<td>100.02%</td>
</tr>
<tr>
<td>Pensions</td>
<td>368,658</td>
<td>50,383</td>
<td>382,358</td>
<td>103.72%</td>
</tr>
<tr>
<td>Services</td>
<td>2,250,760</td>
<td>560,866</td>
<td>2,442,214</td>
<td>108.51%</td>
</tr>
<tr>
<td>Supplies</td>
<td>1,360,390</td>
<td>146,562</td>
<td>909,713</td>
<td>66.87%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>14,982,119</td>
<td>735,568</td>
<td>3,399,114</td>
<td>22.69%</td>
</tr>
<tr>
<td>Insurance and Other Chargebacks</td>
<td>1,174,064</td>
<td>106,805</td>
<td>1,158,869</td>
<td>98.71%</td>
</tr>
<tr>
<td>Depreciation Expense</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Contingencies</td>
<td>1,000</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Debt Service</td>
<td>1,438,470</td>
<td>-</td>
<td>1,738,960</td>
<td>120.89%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>62,980</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>3,502,313</td>
<td>2,791,860</td>
<td>6,327,314</td>
<td>180.66%</td>
</tr>
<tr>
<td><strong>EXPENSE TOTAL</strong></td>
<td>29,361,507</td>
<td>4,958,787</td>
<td>20,585,616</td>
<td>70.11%</td>
</tr>
</tbody>
</table>

**Fund 510 - WATER FUND Totals**

<table>
<thead>
<tr>
<th>Classification</th>
<th>2017 Budget</th>
<th>December 2017</th>
<th>YTD Actual</th>
<th>2016 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE TOTALS</strong></td>
<td>24,395,000</td>
<td>1,670,590</td>
<td>20,374,525</td>
<td>83.52%</td>
</tr>
<tr>
<td><strong>EXPENSE TOTALS</strong></td>
<td>29,361,507</td>
<td>4,958,787</td>
<td>20,585,616</td>
<td>70.11%</td>
</tr>
</tbody>
</table>

**Fund 510 - WATER FUND Net Gain (Loss)**

<table>
<thead>
<tr>
<th>Classification</th>
<th>2017 Budget</th>
<th>December 2017</th>
<th>YTD Actual</th>
<th>2016 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Net Gain (Loss)</strong></td>
<td>(4,966,507)</td>
<td>(2,241,270)</td>
<td>(211,091)</td>
<td>1,430,983</td>
</tr>
</tbody>
</table>

---

335 of 596
## Income Statement
Through 12/31/17
Summary Listing

<table>
<thead>
<tr>
<th>Classification</th>
<th>2017 Budget</th>
<th>December 2017</th>
<th>YTD Actual</th>
<th>%</th>
<th>2016 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund 515 - SEWER FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer Charges for Services</td>
<td>12,501,500</td>
<td>1,026,940</td>
<td>12,435,869</td>
<td>99.48%</td>
<td>13,027,160</td>
</tr>
<tr>
<td>Other Charges for Services</td>
<td>19,650</td>
<td>-</td>
<td>21,750</td>
<td>110.69%</td>
<td>21,600</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>604,165</td>
<td>(11,989)</td>
<td>-</td>
<td>0.00%</td>
<td>3,087</td>
</tr>
<tr>
<td>Interest Income</td>
<td>1,000</td>
<td>3,582</td>
<td>16,023</td>
<td>1602.25%</td>
<td>4,450</td>
</tr>
<tr>
<td><strong>REVENUE TOTAL</strong></td>
<td>13,126,315</td>
<td>1,018,533</td>
<td>12,473,641</td>
<td>95.03%</td>
<td>13,056,297</td>
</tr>
<tr>
<td>Employee Pay</td>
<td>57,040</td>
<td>6,876</td>
<td>35,510</td>
<td>62.25%</td>
<td>37,763</td>
</tr>
<tr>
<td>Benefits</td>
<td>859,043</td>
<td>120,992</td>
<td>873,150</td>
<td>101.64%</td>
<td>862,355</td>
</tr>
<tr>
<td>Pensions</td>
<td>73,398</td>
<td>11,491</td>
<td>82,975</td>
<td>113.05%</td>
<td>204,330</td>
</tr>
<tr>
<td>Services</td>
<td>908,500</td>
<td>355,718</td>
<td>968,096</td>
<td>106.56%</td>
<td>109,493</td>
</tr>
<tr>
<td>Supplies</td>
<td>92,300</td>
<td>5,831</td>
<td>52,273</td>
<td>56.63%</td>
<td>48,058</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>2,819,700</td>
<td>392,666</td>
<td>1,216,370</td>
<td>43.14%</td>
<td>15,370</td>
</tr>
<tr>
<td>Insurance and Other Chargebacks</td>
<td>432,953</td>
<td>40,228</td>
<td>437,253</td>
<td>100.99%</td>
<td>414,270</td>
</tr>
<tr>
<td>Depreciation Expense</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>3,461,103</td>
</tr>
<tr>
<td>Debt Service</td>
<td>8,370,946</td>
<td>363,136</td>
<td>8,128,510</td>
<td>97.10%</td>
<td>1,336,366</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>1,500</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>5,000</td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>991,677</td>
<td>232,640</td>
<td>1,141,676</td>
<td>115.13%</td>
<td>773,873</td>
</tr>
<tr>
<td><strong>EXPENSE TOTAL</strong></td>
<td>14,607,057</td>
<td>1,529,579</td>
<td>12,935,812</td>
<td>88.56%</td>
<td>7,267,980</td>
</tr>
</tbody>
</table>

**Fund 515 - SEWER FUND Totals**

<table>
<thead>
<tr>
<th>Classification</th>
<th>2017 Budget</th>
<th>December 2017</th>
<th>YTD Actual</th>
<th>%</th>
<th>2016 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE TOTALS</strong></td>
<td>13,126,315</td>
<td>1,018,533</td>
<td>12,473,641</td>
<td>95.03%</td>
<td>13,056,297</td>
</tr>
<tr>
<td><strong>EXPENSE TOTALS</strong></td>
<td>14,607,057</td>
<td>1,529,579</td>
<td>12,935,812</td>
<td>88.56%</td>
<td>7,267,980</td>
</tr>
</tbody>
</table>

**Fund 515 - SEWER FUND Net Gain (Loss)**

<table>
<thead>
<tr>
<th>Classification</th>
<th>2017 Budget</th>
<th>December 2017</th>
<th>YTD Actual</th>
<th>%</th>
<th>2016 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>515 - SEWER FUND Net Gain (Loss)</td>
<td>(1,480,742)</td>
<td>(511,046)</td>
<td>(462,171)</td>
<td>5,788,316</td>
<td></td>
</tr>
</tbody>
</table>
**Attachment 1: December 31, 2017 Monthly Financial Report**

## Income Statement

Through 12/31/17

Summary Listing

<table>
<thead>
<tr>
<th>Classification</th>
<th>2017 Budget</th>
<th>December 2017 Actual</th>
<th>2016 Actual</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund 520 - SOLID WASTE FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>License</td>
<td>275,000</td>
<td>43,883</td>
<td>171,138</td>
<td>62.23%</td>
</tr>
<tr>
<td>Other Charges for Services</td>
<td>3,632,394</td>
<td>313,963</td>
<td>3,441,767</td>
<td>94.75%</td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>1,055,967</td>
<td>87,997</td>
<td>755,967</td>
<td>71.59%</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>238,000</td>
<td>7,972</td>
<td>250,687</td>
<td>105.33%</td>
</tr>
<tr>
<td><strong>REVENUE TOTAL</strong></td>
<td>5,201,361</td>
<td>455,832</td>
<td>4,619,559</td>
<td>88.81%</td>
</tr>
<tr>
<td>Employee Pay</td>
<td>45,000</td>
<td>6,613</td>
<td>36,745</td>
<td>81.66%</td>
</tr>
<tr>
<td>Benefits</td>
<td>644,768</td>
<td>82,237</td>
<td>572,195</td>
<td>88.74%</td>
</tr>
<tr>
<td>Pensions</td>
<td>60,473</td>
<td>7,930</td>
<td>54,923</td>
<td>90.82%</td>
</tr>
<tr>
<td>Services</td>
<td>3,679,126</td>
<td>471,011</td>
<td>3,433,713</td>
<td>93.33%</td>
</tr>
<tr>
<td>Supplies</td>
<td>53,050</td>
<td>7,227</td>
<td>47,716</td>
<td>89.95%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>25,750</td>
<td>1,009</td>
<td>24,635</td>
<td>95.67%</td>
</tr>
<tr>
<td>Insurance and Other Chargebacks</td>
<td>149,325</td>
<td>12,644</td>
<td>116,954</td>
<td>78.32%</td>
</tr>
<tr>
<td>Debt Service</td>
<td>21,046</td>
<td>-</td>
<td>21,046</td>
<td>100.00%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>15,000</td>
<td>-</td>
<td>3,057</td>
<td>20.38%</td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>504,807</td>
<td>42,067</td>
<td>504,807</td>
<td>100.00%</td>
</tr>
<tr>
<td><strong>EXPENSE TOTAL</strong></td>
<td>10,399,706</td>
<td>1,086,570</td>
<td>4,815,791</td>
<td>46.31%</td>
</tr>
</tbody>
</table>

| **Fund 520 - SOLID WASTE FUND Totals** |             |                      |             |       |
| **REVENUE TOTALS**       | 5,201,361   | 453,815              | 4,619,559   | 88.81%|
| **EXPENSE TOTALS**       | 5,198,345   | 630,738              | 4,815,791   | 92.64%|

| **Fund 520 - SOLID WASTE FUND Net Gain** | 3,016       | (176,923)            | (196,232)   | 120,500|

337 of 596
Memorandum

To: Wally Bobkiewicz, City Manager

From: Ashley King, Budget and Finance Manager / Interim CFO
Andrew Villamin, Accounting Manager

Subject: 4th Quarter 2017 - Cash and Investment Report

Date: February 28, 2018

Attached please find the Cash and Investment report as of December 31, 2017.

A comparison between the 2017 and 2016 fourth quarter investment reports indicate a decrease in combined cash & investments of $8,946,990 from $60,403,382 to $51,456,392. The decrease was principally due to expenditures involving various city projects which were mostly funded by the issuance of bonds. Cash and investment changes from the previous period are summarized below:

<table>
<thead>
<tr>
<th></th>
<th>12/31/2017</th>
<th>12/31/2016</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>20,516,836</td>
<td>26,985,840</td>
<td>(6,469,004)</td>
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<tr>
<td>Investments</td>
<td>30,939,556</td>
<td>33,417,542</td>
<td>(2,477,986)</td>
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<tr>
<td>TOTAL</td>
<td>51,456,392</td>
<td>60,403,382</td>
<td>(8,946,990)</td>
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</tbody>
</table>

As of December 31, 2017, ledger balances showing the highest percentage of total deposits was held by First Bank and Trust at $20.5M or 39.9% of the total. PMA Financial is in custody of money market funds at approximately $16.8M, or 32.6%, and Certificates of Deposits at $6.7M or 13.0%. Illinois Funds was at $4.5M or 8.7% and IMET was at $1.0M or 2.0%. The allocation of Cash and Investments is in compliance with the City’s investment policy to ensure no financial institution should have greater than 50% of the city’s total deposits.

If you have any questions on this report or would like to discuss in greater detail, please contact me by phone at (847) 859.7884 or by e-mail at aking@cityofevanston.org.
## City of Evanston
### Cash & Investments Bank
#### December 31, 2017

<table>
<thead>
<tr>
<th>Investment Description</th>
<th>Investment Type</th>
<th>Bank</th>
<th>Rate</th>
<th>Amount</th>
<th>Fund #</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Illinois Funds MMA US Bank</td>
<td>1.189</td>
<td>1,731,308</td>
<td>100</td>
<td>General</td>
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<td></td>
</tr>
<tr>
<td>Illinois Funds MMA US Bank</td>
<td>1.189</td>
<td>14,955</td>
<td>175</td>
<td>General Assistance</td>
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<tr>
<td>Illinois Funds MMA US Bank</td>
<td>1.189</td>
<td>878,023</td>
<td>200</td>
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<tr>
<td>Illinois Funds MMA US Bank</td>
<td>1.189</td>
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<tr>
<td>Illinois Funds MMA US Bank</td>
<td>1.189</td>
<td>369,294</td>
<td>250</td>
<td>Affordable Housing</td>
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<tr>
<td>Illinois Funds MMA US Bank</td>
<td>1.189</td>
<td>330,520</td>
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<td>Washington National</td>
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<tr>
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<td>1.189</td>
<td>10,101</td>
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<td>Howard Ridge TIF</td>
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<tr>
<td>Illinois Funds MMA US Bank</td>
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**US BANK Total**

2,462,472

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<td>137,491</td>
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<td>Money Market Fund MMA IMET</td>
<td>1.189</td>
<td>3,954</td>
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<td>Howard Ridge TIF</td>
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<tr>
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<td>Money Market Fund MMA IMET</td>
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<td>389,020</td>
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<td>Money Market Fund MMA IMET</td>
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<td>178,925</td>
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**IMET Total**

1,019,938

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<th>Fund #</th>
<th>Fund</th>
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<tbody>
<tr>
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<td>1,502,618</td>
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<tr>
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<td>1,891,995</td>
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<tr>
<td>Money Market Fund MMA PMA-SDA</td>
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<td>4,251,294</td>
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<tr>
<td>Money Market Fund MMA PMA-SDA</td>
<td>1.150</td>
<td>4,251,294</td>
<td>415</td>
<td>Capital Improvements</td>
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**PMA-SDA Total**

16,754,430

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<td>Money Market Fund MMA PMA-CD</td>
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<td>248,400</td>
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<td>495,565</td>
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**PMA-CD Total**

6,703,257

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<td>1,999,458</td>
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**PMA US. T. BILL Total**

1,999,458

### Cash

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<th>Type</th>
<th>Amount</th>
<th>Fund #</th>
<th>Fund</th>
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</thead>
<tbody>
<tr>
<td>1st Bank</td>
<td>Cash</td>
<td>6,310,261</td>
<td>100</td>
<td>General</td>
</tr>
<tr>
<td>675,323</td>
<td>Cash</td>
<td>175</td>
<td>General Assistance</td>
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<tr>
<td>143,556</td>
<td>Cash</td>
<td>176</td>
<td>Human Services</td>
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<tr>
<td>1,084,761</td>
<td>Cash</td>
<td>180</td>
<td>Good Neighbor</td>
<td></td>
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<tr>
<td>1,646,606</td>
<td>Cash</td>
<td>185</td>
<td>Library</td>
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<tr>
<td>0</td>
<td>Cash</td>
<td></td>
<td>Library Debt Service</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>Cash</td>
<td>187</td>
<td>Library Capital</td>
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<tr>
<td>98,132</td>
<td>Cash</td>
<td>195</td>
<td>Neighborhood Stabilty</td>
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<tr>
<td>205</td>
<td>Cash</td>
<td></td>
<td>E911</td>
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<tr>
<td>0</td>
<td>Cash</td>
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<td>SSD 4</td>
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<tr>
<td>460,094</td>
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<td>206,944</td>
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<td>CD Loan</td>
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<tr>
<td>170,109</td>
<td>Cash</td>
<td>235</td>
<td>Neighborhood Improvement</td>
<td></td>
</tr>
<tr>
<td>5,346</td>
<td>Cash</td>
<td>240</td>
<td>Home</td>
<td></td>
</tr>
<tr>
<td>915,578</td>
<td>Cash</td>
<td>250</td>
<td>Affordable Housing</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>Cash</td>
<td></td>
<td>West Evanston TIF</td>
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<tr>
<td>0</td>
<td>Cash</td>
<td>320</td>
<td>Debt</td>
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<tr>
<td>277,465</td>
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<td>330</td>
<td>Howard Ridge</td>
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<tr>
<td>0</td>
<td>Cash</td>
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<tr>
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<td>61,342</td>
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<td>Chicago-Main TIF</td>
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<td>2,739,848</td>
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<td>2,627,356</td>
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<td>Parking</td>
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<td>3,278,714</td>
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<td>Sewer</td>
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<td>187,728</td>
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<td>1,049,995</td>
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<td>Equipment Replacement</td>
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<td>915,296</td>
<td>Cash</td>
<td>605</td>
<td>Insurance</td>
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</tr>
</tbody>
</table>

**Total Cash**

27,885,577

**Interfunds & negative cash**

(7,368,741)

**Net Cash**

20,516,836

### CASH / INVESTMENT

<table>
<thead>
<tr>
<th>Investment</th>
<th>Cash</th>
<th>Total</th>
</tr>
</thead>
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<td>General Ledger</td>
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</tr>
<tr>
<td>Amount</td>
<td>%</td>
<td>Amount</td>
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<tr>
<td>1st Bank</td>
<td>20,516,836</td>
<td>100.00%</td>
</tr>
<tr>
<td>PMA-SDA</td>
<td>16,754,430</td>
<td>54.15%</td>
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<tr>
<td>CD</td>
<td>6,703,257</td>
<td>21.67%</td>
</tr>
<tr>
<td>US. T. BILL</td>
<td>1,999,458</td>
<td>6.46%</td>
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<tr>
<td>IMET</td>
<td>1,019,938</td>
<td>3.30%</td>
</tr>
<tr>
<td>IL Funds</td>
<td>3,393,556</td>
<td>100.00%</td>
</tr>
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**Total Investments & Cash**

51,456,392

**Cash**

27,885,577

**Interfunds & negative cash**

(7,368,741)

**Net Cash**

20,516,836

**Cash Amount**

20,516,836

**Cash %**

100.00%
<table>
<thead>
<tr>
<th>Fund #</th>
<th>Fund</th>
<th>Cash</th>
<th>Investments</th>
<th>Interfund</th>
<th>Total</th>
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<tbody>
<tr>
<td>100</td>
<td>General</td>
<td>6,310,261</td>
<td>1,731,308</td>
<td>1,136,560</td>
<td>9,178,128</td>
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<tr>
<td>175</td>
<td>General Assistance</td>
<td>675,323</td>
<td>14,955</td>
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<td>644,910</td>
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<td>176</td>
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<tr>
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<td>E911</td>
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<td>223,473</td>
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<td>300</td>
<td>Washington National TIF</td>
<td>-</td>
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<td>523,052</td>
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<td>441,232</td>
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<td>Dempster-Dodge-TIF</td>
<td>-</td>
<td>-</td>
<td>(6,009)*</td>
<td>(6,009)</td>
</tr>
<tr>
<td>345</td>
<td>Chicago Main-TIF</td>
<td>61,342</td>
<td>-</td>
<td>-</td>
<td>61,342</td>
</tr>
<tr>
<td>350</td>
<td>Special Service Area (SSA) #6</td>
<td>80,207</td>
<td>-</td>
<td>(78,000)</td>
<td>2,207</td>
</tr>
<tr>
<td>415</td>
<td>Capital Improvements</td>
<td>3,454,916</td>
<td>9,642,276</td>
<td>(486,315)</td>
<td>12,610,877</td>
</tr>
<tr>
<td>416</td>
<td>Crown Construction</td>
<td>1,400,000</td>
<td>-</td>
<td>(500,000)</td>
<td>900,000</td>
</tr>
<tr>
<td>420</td>
<td>Special Assessment</td>
<td>2,739,848</td>
<td>227,717</td>
<td>26,474</td>
<td>2,994,039</td>
</tr>
<tr>
<td>505</td>
<td>Parking</td>
<td>2,627,356</td>
<td>2,897,732</td>
<td>(702,020)</td>
<td>4,823,068</td>
</tr>
<tr>
<td>510</td>
<td>Water</td>
<td>3,278,714</td>
<td>3,890,110</td>
<td>(1,344,876)</td>
<td>5,823,948</td>
</tr>
<tr>
<td>515</td>
<td>Sewer</td>
<td>959,296</td>
<td>1,506,282</td>
<td>496,941</td>
<td>2,962,519</td>
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<tr>
<td>520</td>
<td>Solid Waste</td>
<td>-</td>
<td>-</td>
<td>(1,172,588)*</td>
<td>(1,172,588)</td>
</tr>
<tr>
<td>600</td>
<td>Fleet</td>
<td>187,728</td>
<td>-</td>
<td>132,318</td>
<td>320,046</td>
</tr>
<tr>
<td>601</td>
<td>Equipment Replacement</td>
<td>1,049,995</td>
<td>-</td>
<td>136,582</td>
<td>1,186,577</td>
</tr>
<tr>
<td>605</td>
<td>Insurance</td>
<td>-</td>
<td>-</td>
<td>(225,759)*</td>
<td>(225,759)</td>
</tr>
</tbody>
</table>

| Total  | 27,885,577 | 30,939,556 | (7,368,741) | 51,456,392 |

* Includes negative cash balance reclassed to interfund liability.
For City Council meeting of March 12, 2018
Resolution 16-R-18, Amending 2017 Budget
For Action

Memorandum

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

From: Ashley King, Finance and Budget Manager
       Kate Lewis-Lakin, Senior Management Analyst

Subject: Resolution 16-R-18, 2017 Budget Amendment

Date: March 12, 2018

Recommended Action:
Staff recommends that the City Council adopt Resolution 16-R-18, amending the 2017
Budget by $1,110,000 to a new total of $324,842,986 as detailed below.

Funding Source:
N/A—correction of document to reflect funding received, etc. Individual descriptions of
the rational for the change are included below.

Livability Benefits:

Background:

Human Services Fund
During 2017, the City expanded its contract with Presence Health to include a full-time
social worker. This individual, housed at the Library, was able to refer and assess a
number of issues.

<table>
<thead>
<tr>
<th>Human Services Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 Budget</td>
</tr>
<tr>
<td>Proposed Change</td>
</tr>
<tr>
<td>2017 Amended Budget</td>
</tr>
</tbody>
</table>

Library Debt Service Fund
During the 2017B Bond refunding, the Library was able to refund their portion of the
2007A bond issue. The City’s Debt Service fund was amended in November to allow
for the refunding, but the Library Debt Service Fund was left off of this document. This
Budget Amendment recognizes the 2017B bonds in the Library as well.
### Library Debt Service

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 Budget</td>
<td>345,955</td>
</tr>
<tr>
<td>Proposed Change</td>
<td>800,000</td>
</tr>
<tr>
<td>2017 Amended Budget</td>
<td>1,145,955</td>
</tr>
</tbody>
</table>

#### Special Service Area #4
The tax levy for SSA 4 was amended during the budget process to be $329,592 with the intent that all of the monies received would be distributed. The budgeted number was not updated. Therefore an amendment is necessary to reflect the distributed amount.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 Budget</td>
<td>320,000</td>
</tr>
<tr>
<td>Proposed Change</td>
<td>10,000</td>
</tr>
<tr>
<td>2017 Amended Budget</td>
<td>330,000</td>
</tr>
</tbody>
</table>

#### Special Service Area #6
When the SSA 6 was initially configured, City staff managed the group and paid a number of bills out of the Economic Development business unit within the General Fund. The repayment from this SSA to the General Fund was not budgeted but occurred in 2017. This amount is $78,000 but the Fund was under budget on both property tax revenues and services and supply expenses. Staff is therefore requesting a $5,000 budget amendment.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 Budget</td>
<td>290,730</td>
</tr>
<tr>
<td>Proposed Change</td>
<td>5,000</td>
</tr>
<tr>
<td>2017 Amended Budget</td>
<td>295,730</td>
</tr>
</tbody>
</table>

#### West Evanston TIF
The West Evanston TIF fund is currently paying interest only on a line of credit from First Bank and Trust. The interest on this loan varies based on the market, and interest rates in 2017 were slightly higher than budgeted, requiring this amendment.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 Budget</td>
<td>40,000</td>
</tr>
<tr>
<td>Proposed Change</td>
<td>5,000</td>
</tr>
<tr>
<td>2017 Amended Budget</td>
<td>45,000</td>
</tr>
</tbody>
</table>

#### Dempster-Dodge and Chicago-Main TIFs
There are two other TIF funds requiring 2017 Budget Amendments. These are due to bond issuance costs during the 2017C Bond issuance.
### Dempster-Dodge TIF

<table>
<thead>
<tr>
<th></th>
<th>2017 Budget</th>
<th>Proposed Change</th>
<th>2017 Amended Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 Budget</td>
<td>2,044,000</td>
<td>50,000</td>
<td>2,094,000</td>
</tr>
</tbody>
</table>

### Chicago-Main TIF

<table>
<thead>
<tr>
<th></th>
<th>2017 Budget</th>
<th>Proposed Change</th>
<th>2017 Amended Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 Budget</td>
<td>3,640,000</td>
<td>30,000</td>
<td>3,670,000</td>
</tr>
</tbody>
</table>

### Pension Funds

Both the Police and Fire Pension Funds require 2017 Budget Amendments. Both of these funds had above-anticipated investment income. This revenue helped both of the funds. Fire Pension revenue was nearly $4 million over budget; Police Pension revenue was $8.8 million over budget.

With these increased revenues, there were additional expenses for pension management fees. These management fees are calculated based on the total assets within each fund. Therefore the below Budget Amendments are proposed:

### Fire Pension

<table>
<thead>
<tr>
<th></th>
<th>2017 Budget</th>
<th>Proposed Change</th>
<th>2017 Amended Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 Budget</td>
<td>8,705,000</td>
<td>90,000</td>
<td>8,795,000</td>
</tr>
</tbody>
</table>

### Police Pension

<table>
<thead>
<tr>
<th></th>
<th>2017 Budget</th>
<th>Proposed Change</th>
<th>2017 Amended Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 Budget</td>
<td>11,817,000</td>
<td>60,000</td>
<td>11,877,000</td>
</tr>
</tbody>
</table>

Attachment:
Resolution 16-R-18 with Budget Amendment Worksheet
A RESOLUTION

Authorizing the City of Evanston City Manager to Increase the Total Fiscal Year 2017 Budget by $1,110,000, to a New Total of $324,842,986

WHEREAS, a total budget amendment for one million one hundred ten thousand ($1,110,000) is required due to the following items:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Fund #</th>
<th>2017 Amended Budget</th>
<th>Proposed Change</th>
<th>2017 Amended Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Services</td>
<td>176</td>
<td>859,153</td>
<td>60,000</td>
<td>919,153</td>
</tr>
<tr>
<td>Library - Debt Service</td>
<td>186</td>
<td>345,955</td>
<td>800,000</td>
<td>1,145,955</td>
</tr>
<tr>
<td>Special Service Area # 4</td>
<td>210</td>
<td>320,000</td>
<td>10,000</td>
<td>330,000</td>
</tr>
<tr>
<td>West Evanston TIF</td>
<td>335</td>
<td>40,000</td>
<td>5,000</td>
<td>45,000</td>
</tr>
<tr>
<td>Dempster-Dodge TIF</td>
<td>340</td>
<td>2,044,000</td>
<td>50,000</td>
<td>2,094,000</td>
</tr>
<tr>
<td>Chicago-Main TIF</td>
<td>345</td>
<td>3,640,000</td>
<td>30,000</td>
<td>3,670,000</td>
</tr>
<tr>
<td>Special Service Area #6</td>
<td>350</td>
<td>290,730</td>
<td>5,000</td>
<td>295,730</td>
</tr>
<tr>
<td>Fire Pension</td>
<td>700</td>
<td>8,705,000</td>
<td>90,000</td>
<td>8,795,000</td>
</tr>
<tr>
<td>Police Pension</td>
<td>705</td>
<td>11,817,000</td>
<td>60,000</td>
<td>11,877,000</td>
</tr>
</tbody>
</table>

| Total All Funds       |        | $ 28,061,838        | $ 1,110,000     | $ 29,171,838        |

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

SECTION 1: That the foregoing recitals are hereby found as fact and made a part hereof.

SECTION 2: That the Council authorize the Fiscal Year 2017 budget be increased from three hundred twenty three million, seven hundred thirty two thousand, nine hundred eight-six dollars ($323,732,986) to three hundred twenty four million, eight hundred forty-two thousand, nine hundred eighty-six dollars ($324,842,986) as summarized in the document attached hereto and incorporated herein as Exhibit A.
SECTION 3: That approval of this resolution shall authorize the City Manager to expend up to three hundred twenty four million, eight hundred forty-two thousand, nine hundred eighty-six dollars ($324,842,986) for Fiscal Year 2017 for all Funds.

SECTION 4: That this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

SECTION 5: That this Resolution 16-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.

Attest: ___________________________________________________________________

Devon Reid, City Clerk

Adopted: ______________________, 2018

__________________________________________
Stephen H Hagerty, Mayor

Approved as to form:

__________________________________________
W. Grant Farrar, Corporation Counsel
<table>
<thead>
<tr>
<th>Fund</th>
<th>Fund #</th>
<th>2017 Amended Budget</th>
<th>Proposed Change</th>
<th>2017 Amended Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>100</td>
<td>118,686,191</td>
<td></td>
<td>118,686,191</td>
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<tr>
<td>General Assistance</td>
<td>175</td>
<td>1,178,971</td>
<td></td>
<td>1,178,971</td>
</tr>
<tr>
<td>Human Services</td>
<td>176</td>
<td>859,153</td>
<td>60,000</td>
<td>919,153</td>
</tr>
<tr>
<td>Good Neighbor Fund</td>
<td>180</td>
<td>1,000,000</td>
<td></td>
<td>1,000,000</td>
</tr>
<tr>
<td>Library</td>
<td>185</td>
<td>7,250,345</td>
<td></td>
<td>7,250,345</td>
</tr>
<tr>
<td>Library - Debt Service</td>
<td>186</td>
<td>345,955</td>
<td>800,000</td>
<td>1,145,955</td>
</tr>
<tr>
<td>Library - Capital</td>
<td>187</td>
<td>3,774,500</td>
<td></td>
<td>3,774,500</td>
</tr>
<tr>
<td>Neighborhood Stabilization</td>
<td>195</td>
<td>98,899</td>
<td></td>
<td>98,899</td>
</tr>
<tr>
<td>Motor Fuel</td>
<td>200</td>
<td>2,248,990</td>
<td></td>
<td>2,248,990</td>
</tr>
<tr>
<td>Emergency Telephone</td>
<td>205</td>
<td>1,030,418</td>
<td></td>
<td>1,030,418</td>
</tr>
<tr>
<td>Special Service Area # 4</td>
<td>210</td>
<td>320,000</td>
<td>10,000</td>
<td>330,000</td>
</tr>
<tr>
<td>CDBG</td>
<td>215</td>
<td>2,281,978</td>
<td></td>
<td>2,281,978</td>
</tr>
<tr>
<td>CDBG Loan</td>
<td>220</td>
<td>293,000</td>
<td></td>
<td>293,000</td>
</tr>
<tr>
<td>Economic Development</td>
<td>225</td>
<td>-</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Neighborhood Improvement</td>
<td>235</td>
<td>100,000</td>
<td></td>
<td>100,000</td>
</tr>
<tr>
<td>HOME</td>
<td>240</td>
<td>586,692</td>
<td></td>
<td>586,692</td>
</tr>
<tr>
<td>Affordable Housing Fund</td>
<td>250</td>
<td>1,707,252</td>
<td></td>
<td>1,707,252</td>
</tr>
<tr>
<td>Washington National TIF</td>
<td>300</td>
<td>10,540,636</td>
<td></td>
<td>10,540,636</td>
</tr>
<tr>
<td>Special Service Area # 5</td>
<td>305</td>
<td>-</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Southwest II TIF</td>
<td>310</td>
<td>599,667</td>
<td></td>
<td>599,667</td>
</tr>
<tr>
<td>Southwest TIF</td>
<td>315</td>
<td>-</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Debt Service</td>
<td>320</td>
<td>23,656,137</td>
<td></td>
<td>23,656,137</td>
</tr>
<tr>
<td>Howard-Ridge TIF</td>
<td>330</td>
<td>1,598,600</td>
<td></td>
<td>1,598,600</td>
</tr>
<tr>
<td>West Evanston TIF</td>
<td>335</td>
<td>40,000</td>
<td>5,000</td>
<td>45,000</td>
</tr>
<tr>
<td>Dempster-Dodge TIF</td>
<td>340</td>
<td>2,044,000</td>
<td>50,000</td>
<td>2,094,000</td>
</tr>
<tr>
<td>Chicago-Main TIF</td>
<td>345</td>
<td>3,640,000</td>
<td>30,000</td>
<td>3,670,000</td>
</tr>
<tr>
<td>Special Service Area #6</td>
<td>350</td>
<td>290,730</td>
<td>5,000</td>
<td>295,730</td>
</tr>
<tr>
<td>Capital Improvement</td>
<td>415</td>
<td>29,130,782</td>
<td></td>
<td>29,130,782</td>
</tr>
<tr>
<td>Crown Capital Fund</td>
<td>416</td>
<td>1,377,730</td>
<td></td>
<td>1,377,730</td>
</tr>
<tr>
<td>Special Assessment</td>
<td>420</td>
<td>513,427</td>
<td></td>
<td>513,427</td>
</tr>
<tr>
<td>Parking</td>
<td>505</td>
<td>14,524,752</td>
<td></td>
<td>14,524,752</td>
</tr>
<tr>
<td>Water</td>
<td>510</td>
<td>29,361,509</td>
<td></td>
<td>29,361,509</td>
</tr>
<tr>
<td>Sewer</td>
<td>515</td>
<td>14,607,057</td>
<td></td>
<td>14,607,057</td>
</tr>
<tr>
<td>Solid Waste</td>
<td>520</td>
<td>5,198,345</td>
<td></td>
<td>5,198,345</td>
</tr>
<tr>
<td>Fleet</td>
<td>600</td>
<td>3,719,237</td>
<td></td>
<td>3,719,237</td>
</tr>
<tr>
<td>Equipment Replacement</td>
<td>601</td>
<td>1,530,422</td>
<td></td>
<td>1,530,422</td>
</tr>
<tr>
<td>Insurance</td>
<td>605</td>
<td>19,075,611</td>
<td></td>
<td>19,075,611</td>
</tr>
<tr>
<td>Fire Pension</td>
<td>700</td>
<td>8,705,000</td>
<td>90,000</td>
<td>8,795,000</td>
</tr>
<tr>
<td>Police Pension</td>
<td>705</td>
<td>11,817,000</td>
<td>60,000</td>
<td>11,877,000</td>
</tr>
<tr>
<td><strong>Total All Funds</strong></td>
<td></td>
<td><strong>$ 323,732,986</strong></td>
<td><strong>$ 1,110,000</strong></td>
<td><strong>$ 324,842,986</strong></td>
</tr>
</tbody>
</table>
Memorandum

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

From: David Stoneback, Public Works Agency Director
       Lara Biggs, P.E., Bureau Chief – Capital Planning / City Engineer
       Sat Nagar, P.E., Senior Project Manager

Subject: Resolution 11-R-18 Motor Fuel Tax Funds Use for Roadway Resurfacing Project

Date: March 1, 2018

Recommended Action:
Staff recommends City Council adoption of Resolution 11-R-18 authorizing the City Manager to sign an Illinois Department of Transportation Resolution for Improvement by Municipality under the Illinois Highway Code for Improvements to Various Evanston Streets. This will allow the use of Motor Fuel Tax (MFT) Funds in the amount of $1,200,000 for street resurfacing.

Funding Source:
Funding will be provided from the Motor Fuel Tax Fund (Fund 200), which has a total Budget of $1,508,678, FY 2018 budget allocation of $1,200,000 and charged to Account 415.40.4218.65515 – 418002.

Livability Benefits:
Built Environment: Enhance public spaces
Promote diverse transportation modes
Equity & Empowerment: Ensure equitable access to community assets
Health & Safety: Promote healthy, active lifestyles

Background:
The City’s Street Resurfacing Program is funded through the MFT Fund and through the Capital Improvement (CIP) Fund. It is proposed that seven streets be improved in FY 2017 through the use of the MFT Fund. The proposed contract work consists of curb replacement as needed, ADA sidewalk ramp replacement, grinding/milling of the existing street surface, street base repairs, adjustment of drainage/utility structures,
asphalt street paving and related incidental construction. The Capital Planning & Engineering Bureau staff has completed the design of these street resurfacing projects.

This resolution is an annual occurrence required by the Illinois Department of Transportation to initiate the use funds for an MFT funded project. The purpose of the resolution is to appropriate the use of unobligated MFT funds for this use. The streets included in the 2018 MFT Street Resurfacing project are listed below.

<table>
<thead>
<tr>
<th>Street</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colfax Street</td>
<td>Ridge Avenue</td>
<td>Sherman Avenue</td>
</tr>
<tr>
<td>Hinman Avenue</td>
<td>Keeney Street</td>
<td>Kedzie Street</td>
</tr>
<tr>
<td>Lake Street</td>
<td>Sherman Avenue</td>
<td>Hinman Avenue</td>
</tr>
<tr>
<td>Monroe Street</td>
<td>Asbury Avenue</td>
<td>Ridge Avenue</td>
</tr>
<tr>
<td>South Boulevard</td>
<td>Custer Avenue</td>
<td>Callan Avenue</td>
</tr>
<tr>
<td>Thayer Street</td>
<td>McDaniel Avenue</td>
<td>Walnut Avenue</td>
</tr>
</tbody>
</table>

With City Council approval of this resolution, staff will bid the MFT Street Resurfacing Project and bring back a recommendation to award the construction contract in early May 2018. It is anticipated that construction will begin in June 2017.

Attachments:
- Resolution 11-R-18
- 2018 MFT Resurfacing Location Map
A RESOLUTION

Authorizing the City Manager to Sign an Illinois Department of Transportation Resolution for Improvement by Municipality under the Illinois Highway Code for Improvements to Various Evanston Streets

WHEREAS, in order to facilitate the free flow of traffic and insure safety to the motoring public, the City of Evanston and the Illinois Department of Transportation ("IDOT"), are desirous of entering into an Illinois Department of Transportation Resolution for Improvement by Municipality under the Illinois Highway Code, a copy of which is attached hereto and incorporated herein as Exhibit 1, for improvements to various streets within the City of Evanston; and

WHEREAS, said roadway improvements consist of curb repairs, sidewalk curb replacement, pavement base repair, drainage/utility structure adjustment, asphalt grinding and resurfacing, and parkway restoration with necessary incidental construction; and

WHEREAS, it is necessary for the City Manager to execute the IDOT Resolution for Improvement by Municipality Under the Illinois Highway Code, allocating a portion of the City’s Motor Fuel Tax funds in the principal amount of One Million Two Hundred Thousand and no/100 Dollars ($1,200,000.00) to pay for said street improvements; and

WHEREAS, the City Council has determined that it is in the best interests of the City to execute the aforementioned resolution for certain street improvements,
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager is hereby authorized to sign and the City Clerk is hereby authorized to attest to the Resolution for Improvement by Municipality under the Illinois Highway Code between the City of Evanston and IDOT, attached hereto as Exhibit 1.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions with IDOT for the City roadway construction using the City’s Motor Fuel Tax Funds.

SECTION 3: That this Resolution 11-R-18 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

Approved as to form:

________________________________________
W. Grant Farrar, Corporation Counsel

Adopted: ________________________________, 2018
EXHIBIT 1

Resolution for Improvement by Municipality Under the Illinois Highway Code
BE IT RESOLVED, by the Council of the City of Evanston, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract or Day Labor.

For Roadway/Street improvements:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Length (miles)</th>
<th>Route</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Various</td>
<td></td>
<td>See attached</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Structures:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Existing Structure No.</th>
<th>Route</th>
<th>Location</th>
<th>Feature Crossed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Curb replacement, base repair, drainage/ utility structure adjustment, asphalt grinding and resurfacing the street with necessary incidental construction. Estimated construction cost is $1,200,000

2. That there is hereby appropriated the sum of One million two hundred thousand Dollars ($1,200,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, _____________________________ City Clerk in and for said City of Evanston in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Council of Evanston at a meeting held on ____________ Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this ____________ Day of ________________ Month, Year

(SEAL)

Clerk Signature

Approved

Regional Engineer

Department of Transportation

Date

Printed 03/01/18

BLR 09110 (Rev. 03/13/17)
Instructions for BLR 09110

This form shall be used when a Local Public Agency (LPA) wants to construction an improvement using Motor Fuel Tax (MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number
Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type
From the drop down box choose the type of resolution:
- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number
Insert the section number of the improvement the resolution covers.

Governing Body Type
From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type
From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Contract or Day Labor
From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road
Insert the name of the Street/Road to be improved. Use a separate line for each street/road. If there are more names to be inserted than the table allows, type "See Attached" and place the additional information on a separate piece of paper.

Length
Insert the length of this segment of roadway being improved in miles.

Route
Insert the Route number of the road/street to be improved if applicable.

From
Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To
Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road
Insert the name of the Street/Road on which the structure is located. Use a separate line for structure. If there are more structures to be inserted than the table allows, type "See Attached" and place the additional information on a separate piece of paper.

Existing Structure No.
Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route
Insert the Route number on which the structure is located.

Location
Insert the location of the structure.

Feature Crossed
Insert the feature the structure crosses.

1
Insert a description of the major items of work of the proposed improvement.

2
Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ( ).

Name of Clerk
Insert the name of the LPA clerk.

LPA Type
Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Governing Body Type
Insert the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

Name of LPA
Insert the name of the LPA.

Date
Insert the date of the meeting.
<table>
<thead>
<tr>
<th>Day</th>
<th>Insert the day Clerk is signing the document.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Month, Year</td>
<td>Insert the month and year of the clerk's signature.</td>
</tr>
<tr>
<td>Seal</td>
<td>The Clerk shall seal the document here.</td>
</tr>
<tr>
<td>Clerk Signature</td>
<td>Clerk shall sign here.</td>
</tr>
<tr>
<td>Approved</td>
<td>The Department of Transportation shall sign and date here once approved.</td>
</tr>
</tbody>
</table>

A minimum of four (4) certified signed originals must be submitted to the Regional Engineer's District office. Following the Regional Engineer's approval, distribution will be as follows:
- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District Compliance Review
- District File
Memorandum

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

From: David Stoneback, Public Works Agency Director
      Lara Biggs, P.E., Bureau Chief – Capital Planning / City Engineer
      Sat Nagar, P.E., Senior Project Manager

Subject: Resolutions 12-R-18, 14-R-18 & 15-R-18 authorizing Motor Fuel Tax Funds transfer for General Maintenance of Streets

Date: March 1, 2018

Recommended Action:
Staff recommends City Council adoption of Resolutions 12-R-18, 14-R-18 & 15-R-18 by which City Council would authorize the City Manager to transfer $833,000 in 2016, $957,990 in 2017 and $957,990 in 2018 of Motor Fuel Tax (MFT) Funds for general maintenance of streets by City forces. The fund transfer was approved as part of 2016, 2017 & 2018 budgets.

Funding Source:
Funding will be provided from the Motor Fuel Tax Fund (Fund 200).

Livability Benefits:
Built Environment: Promote diverse transportation modes,
Health & Safety: Promote healthy and active lifestyles

Background:
The MFT Fund is distributed to municipalities through the Illinois Department of Transportation (IDOT). The MFT allotment amount is based on population of the municipality and is collected as part of the gasoline tax through the Department of Revenue. MFT Funds are held for the Municipalities by IDOT as an unobligated balance in the City’s MFT account. The City Council of the municipality must approve a resolution in order to make use of the unobligated balance.

The MFT Fund has been used by the City for several years for general maintenance of streets. General maintenance of streets performed by City forces consists of street asphalt and concrete patching, street cleaning, and snow and ice removal. Even though the City Council approves the use/transfer of these funds as part of the budget,
the attached Resolutions need to be approved pursuant to State regulations authorizing MFT Fund transfers to the General Fund. The Public Services Division of the Public Works Agency documents the record of the expenditures on street maintenance and transmits them annually to IDOT for approval.

Attachments:
Resolutions 12-R-18, 14-R-18 & 15-R-18
A RESOLUTION

Authorizing the City Manager to sign a Resolution for Maintenance of Streets and Highways in order to transfer funds Previously Allocated in the 2016 Fiscal Year Budget from the Motor Fuel Tax fund to the General Fund for the General Maintenance of Streets

WHEREAS, the City of Evanston is a home rule unit of government and operates under the Budget Officer form of Illinois governmental budgeting; and

WHEREAS, the City Council previously approved the 2016 fiscal year budget, which included a fund transfer from the Motor Fuel Tax fund ("MFT Fund") to the City's General Fund for the purpose of general maintenance of streets by City staff for street cleaning and snow and ice removal;

WHEREAS, the MFT Fund is distributed to the City through the Illinois Department of Transportation ("IDOT") and held by IDOT for the City as an unobligated balance in the City’s MFT Account;

WHEREAS, the City Council must approve the attached Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code, in order to transfer the unobligated balance of the MFT Fund to the General Fund for general maintenance of streets (the “IDOT Resolution”);

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

SECTION 1: That the City Manager is hereby authorized and directed to sign and the City Clerk authorized and directed to attest on behalf of the City the IDOT
Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code, the IDOT Resolution is attached as Exhibit A.

**SECTION 2:** That the City Manager shall direct the Municipal Budget Officer to make said transfer promptly. That the City Budget Officer is authorized to transfer the MFT Fund to the General Fund for the purpose of general maintenance of streets in the City of Evanston in the principal amount of $833,000 (Eight Hundred Thirty-Three Thousand Dollars).

**SECTION 3:** That the uses and expenditures from the General Fund for general maintenance of streets within the City are all for lawful corporate purposes.

**SECTION 4:** That this Resolution, 12-R-18, shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

_______________________________
Stephen H. Hagerty, Mayor

Attest:  
Devon Reid, City Clerk

Approved as to form:  
W. Grant Farrar, Corporation Counsel

Adopted: ________________, 2018
EXHIBIT A

IDOT Resolution for Maintenance of Streets and Highways by the Municipality under the Illinois Vehicle Code
Resolution for Maintenance Under the Illinois Highway Code

Resolution Number 12-R-18  Resolution Type Original  Section Number 16-00000-00-GM

BE IT RESOLVED, by the Council of the City of Evanston Illinois that there is hereby appropriated the sum of Eight hundred thirty three thousand dollars ($833,000.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/16 to 12/31/16.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Evanston shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I ____________________________  City ____________________________  Clerk in and for said City of Evanston in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council of Evanston at a meeting held on ____________________________.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this ____________________________ day of ____________________________ Month, Year.

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

361 of 596
Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number
Insert the resolution number as assigned by the LPA, if applicable.

Resolution Type
From the drop down box, choose the type of resolution:
- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number
Insert the section number of the improvement covered by the resolution.

Governing Body Type
From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.

LPA Type
From the drop down box choose the LPA body type; County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Resolution Amount
Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ( ).

Beginning Date
Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.

Ending Date
Insert the ending date of the maintenance period.

LPA Type
From the drop down box choose the LPA body type; County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Name of Clerk
Insert the name of the LPA Clerk.

Governing Body Type
From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.

Name of LPA
Insert the name of the LPA.

Date
Insert the date of the meeting.

Day
Insert the day the Clerk signed the document.

Month, Year
Insert the month and year of the clerk's signature.

Clerk Signature
Clerk shall sign here.

Approved
The Department of Transportation representative shall sign and date here upon approval.

A minimum of four(4) certified signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:
  Local Public Agency Clerk
  Engineer (Municipal, Consultant or County)
  District Compliance Review
  District File

Printed 03/01/18

BLR 14220 (Rev. 03/13/17)
A RESOLUTION

Authorizing the City Manager to sign a Resolution for Maintenance of Streets and Highways in order to transfer funds Previously Allocated in the 2017 Fiscal Year Budget from the Motor Fuel Tax fund to the General Fund for the General Maintenance of Streets

WHEREAS, the City of Evanston is a home rule unit of government and operates under the Budget Officer form of Illinois governmental budgeting; and

WHEREAS, the City Council previously approved the 2017 fiscal year budget, which included a fund transfer from the Motor Fuel Tax fund (“MFT Fund”) to the City’s General Fund for the purpose of general maintenance of streets by City staff for street cleaning and snow and ice removal;

WHEREAS, the MFT Fund is distributed to the City through the Illinois Department of Transportation (“IDOT”) and held by IDOT for the City as an unobligated balance in the City’s MFT Account;

WHEREAS, the City Council must approve the attached Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code, in order to transfer the unobligated balance of the MFT Fund to the General Fund for general maintenance of streets (the “IDOT Resolution”);

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

SECTION 1: That the City Manager is hereby authorized and directed to sign and the City Clerk authorized and directed to attest on behalf of the City the IDOT
Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code, the IDOT Resolution is attached as Exhibit A.

SECTION 2: That the City Manager shall direct the Municipal Budget Officer to make said transfer promptly. That the City Budget Officer is authorized to transfer the MFT Fund to the General Fund for the purpose of general maintenance of streets in the City of Evanston in the principal amount of $957,990 (Nine Hundred Fifty-Seven Thousand Nine Hundred Ninety Dollars).

SECTION 3: That the uses and expenditures from the General Fund for general maintenance of streets within the City are all for lawful corporate purposes.

SECTION 4: That this Resolution, 14-R-18, shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

_______________________________  
Stephen H. Hagerty, Mayor

Attest:  
Devon Reid, City Clerk

Approved as to form:  
W. Grant Farrar, Corporation Counsel

Adopted: _________________, 2018
EXHIBIT A

IDOT Resolution for Maintenance of Streets and Highways by the Municipality under the Illinois Vehicle Code
BE IT RESOLVED, by the Council of the City of Evanston, Illinois that there is hereby appropriated the sum of Nine hundred fifty seven nine hundred ( $957,900.00 ) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/17 to 12/31/17.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Evanston shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I ____________________________ City ____________________________ Clerk in and for said City of Evanston in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council of Evanston at a meeting held on ____________________________.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of ____________________________, Month, Year.

(SEAL)

Clerk Signature

APPROVED

Regional Engineer

Department of Transportation

Date
Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number     Insert the resolution number as assigned by the LPA, if applicable.

Resolution Type
- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number     Insert the section number of the improvement covered by the resolution.

Governing Body Type     From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.

LPA Type     From the drop down box choose the LPA body type; County, City, Town or Village.

Name of LPA     Insert the name of the LPA.

Resolution Amount     Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ( ).

Beginning Date     Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.

Ending Date     Insert the ending date of the maintenance period.

LPA Type     From the drop down box choose the LPA body type; County, City, Town or Village.

Name of LPA     Insert the name of the LPA.

Name of Clerk     Insert the name of the LPA Clerk.

Governing Body Type     From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.

Name of LPA     Insert the name of the LPA.

Date     Insert the date of the meeting.

Day     Insert the day the Clerk signed the document.

Month, Year     Insert the month and year of the clerk's signature.

Clerk Signature     Clerk shall sign here.

Approved     The Department of Transportation representative shall sign and date here upon approval.

A minimum of four(4) certified signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:
- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District Compliance Review
- District File

Printed 03/01/18

BLR 14220 (Rev. 03/13/17)
A RESOLUTION

Authorizing the City Manager to sign a Resolution for Maintenance of Streets and Highways in order to transfer funds Previously Allocated in the 2018 Fiscal Year Budget from the Motor Fuel Tax fund to the General Fund for the General Maintenance of Streets

WHEREAS, the City of Evanston is a home rule unit of government and operates under the Budget Officer form of Illinois governmental budgeting; and

WHEREAS, the City Council previously approved the 2018 fiscal year budget, which included a fund transfer from the Motor Fuel Tax fund ("MFT Fund") to the City’s General Fund for the purpose of general maintenance of streets by City staff for street cleaning and snow and ice removal;

WHEREAS, the MFT Fund is distributed to the City through the Illinois Department of Transportation ("IDOT") and held by IDOT for the City as an unobligated balance in the City’s MFT Account;

WHEREAS, the City Council must approve the attached Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code, in order to transfer the unobligated balance of the MFT Fund to the General Fund for general maintenance of streets (the “IDOT Resolution”);

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

SECTION 1: That the City Manager is hereby authorized and directed to sign and the City Clerk authorized and directed to attest on behalf of the City the IDOT
Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code, the IDOT Resolution is attached as Exhibit A.

**SECTION 2:** That the City Manager shall direct the Municipal Budget Officer to make said transfer promptly. That the City Budget Officer is authorized to transfer the MFT Fund to the General Fund for the purpose of general maintenance of streets in the City of Evanston in the principal amount of $957,990 (Nine Hundred Fifty-Seven Thousand Nine Hundred Ninety Dollars).

**SECTION 3:** That the uses and expenditures from the General Fund for general maintenance of streets within the City are all for lawful corporate purposes.

**SECTION 4:** That this Resolution, 15-R-18, shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

_______________________________
Stephen H. Hagerty, Mayor

Attest: _________________________
Devon Reid, City Clerk

Approved as to form:

_______________________________
W. Grant Farrar, Corporation Counsel

Adopted: _________________________, 2018
EXHIBIT A

IDOT Resolution for Maintenance of Streets and Highways by the Municipality under the Illinois Vehicle Code
Resolution for Maintenance
Under the Illinois Highway Code

Resolution Number  Resolution Type  Section Number
15-R-18  Original  18-00000-00-GM

BE IT RESOLVED, by the Council of the City of Evanston, Illinois, that there is hereby appropriated the sum of Nine hundred fifty seven nine hundred ($957,900.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/18 to 12/31/18.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Evanston shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Name of Clerk of Evanston, in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council of Evanston at a meeting held on Date.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day of Month, Year.

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation
Date

Printed 03/01/18
BLR 14220 (Rev. 03/13/17)
Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

<table>
<thead>
<tr>
<th>Field</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution Number</td>
<td>Insert the resolution number as assigned by the LPA, if applicable.</td>
</tr>
<tr>
<td>Resolution Type</td>
<td>From the drop down box, choose the type of resolution:</td>
</tr>
<tr>
<td></td>
<td>- Original would be used when passing a resolution for the first time for the project.</td>
</tr>
<tr>
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<td>Section Number</td>
<td>Insert the section number of the improvement covered by the resolution.</td>
</tr>
<tr>
<td>Governing Body Type</td>
<td>From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.</td>
</tr>
<tr>
<td>LPA Type</td>
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</tr>
<tr>
<td>Resolution Amount</td>
<td>Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().</td>
</tr>
<tr>
<td>Beginning Date</td>
<td>Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.</td>
</tr>
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<tr>
<td>LPA Type</td>
<td>From the drop down box choose the LPA body type; County, City, Town or Village.</td>
</tr>
<tr>
<td>Name of LPA</td>
<td>Insert the name of the LPA.</td>
</tr>
<tr>
<td>Name of Clerk</td>
<td>Insert the name of the LPA Clerk.</td>
</tr>
<tr>
<td>Governing Body Type</td>
<td>From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.</td>
</tr>
<tr>
<td>Name of LPA</td>
<td>Insert the name of the LPA.</td>
</tr>
<tr>
<td>Date</td>
<td>Insert the date of the meeting.</td>
</tr>
<tr>
<td>Day</td>
<td>Insert the day the Clerk signed the document.</td>
</tr>
<tr>
<td>Month, Year</td>
<td>Insert the month and year of the clerk's signature.</td>
</tr>
<tr>
<td>Clerk Signature</td>
<td>Clerk shall sign here.</td>
</tr>
<tr>
<td>Approved</td>
<td>The Department of Transportation representative shall sign and date here upon approval.</td>
</tr>
</tbody>
</table>

A minimum of four(4) certified signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:
- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District Compliance Review
- District File
Memorandum

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

From: Kimberly Richardson, Acting Administrative Services Director
Moriant Hernandez, ICMA Management Fellow

Subject: Ordinance 27-O-18, Authorizing a 3-Year Lease Agreement with the League of Women Voters of Evanston for Office Space at the Lorraine H. Morton Civic Center

Date: February 23, 2018

Recommended Action:
Staff recommends City Council adopt Ordinance 27-O-18, authorizing a 3-year renewal of a lease agreement between League of Women Voters and the City of Evanston.

Livability Benefits:
Education, Arts & Community: Promote a cohesive and connected community
Equity & Empowerment: Provide for meaningful community engagement

Summary:
The current lease with the League of Women Voters of Evanston (LWV), for the office space on the first floor of the Lorraine H. Morton Civic Center will expire on May 31, 2018. This leased space is utilized for the business activities of the LWV. Ordinance 27-O-18 is for a new three-year lease from June 1, 2018 to May 31, 2021 with an annual rent increase of 1% each of the three years. The current monthly rent paid by the LWV is $238. This renewal will increase the rent to $240 per month for the first year, $242 for the second year, and $244 for the third year.

Attachments:
Ordinance 27-O-18 with Lease Agreement
27-O-18

AN ORDINANCE

Authorizing the Lease of Certain Room Space on the First Floor of the Lorraine H. Morton Civic Center (Room 1030) to the League of Women Voters of Evanston from June 1, 2018 through May 31, 2021

WHEREAS, the City of Evanston (the “City”) owns certain real property improved with a 5-story building commonly known as the “Lorraine H. Morton Civic Center at” 2100 Ridge Avenue, Evanston, Illinois; and

WHEREAS, the League of Women Voters of Evanston (the “League”) currently leases from the City certain first floor room space (room 1030) in the Civic Center, and the League desires to continue leasing said room space; and

WHEREAS, the City Council has determined that it is in the best interests of the City to negotiate and execute a three (3) year lease agreement for said room space with the League,

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

SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: Pursuant to Subsection 1-17-4-1 of the Evanston City Code of 2012, as amended (the “City Code”), the City Manager is hereby authorized and directed to negotiate any remaining terms and execute on behalf of the City, the lease agreement, by and between the City, as lessor, and the League of Women Voters, as lessee, for the first-floor room space in the Civic Center, in accordance with the rental schedule and terms provided in the lease agreement. The lease agreement shall be in
substantial conformity with the Lease attached hereto as Exhibit “A” and incorporated herein by reference.

SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional terms and conditions on the Lease of aforesaid room space as may be determined to be in the best interests of the City.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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.

SECTION 6: The findings and recitals 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 7: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Ayes: ______________

Nays: ______________
Introduced: ________________, 2018

Adopted: ________________, 2018

Approved: ________________, 2018

________________________________
Stephen H. Hagerty, Mayor

Attest:

________________________________
Devon Reid, City Clerk

Approved as to form:

________________________________
W. Grant Farrar, Corporation Counsel
LEASE BETWEEN THE CITY OF EVANSTON AND THE LEAGUE OF WOMEN VOTERS FOR THE LORRAINE H. MORTON CIVIC CENTER, ROOM 1030 FROM JUNE 1, 2018 THROUGH MAY 31, 2021

TERM OF LEASE

DATE OF LEASE:

<table>
<thead>
<tr>
<th>BEGINNING</th>
<th>ENDING</th>
<th>ANNUAL RENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1, 2018</td>
<td>May 31, 2021</td>
<td>$240.00/month in Year 1 running</td>
</tr>
<tr>
<td></td>
<td></td>
<td>June 1, 2018 – May 31, 2019</td>
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<tr>
<td></td>
<td></td>
<td>$242.00/month in Year 2 running</td>
</tr>
<tr>
<td></td>
<td></td>
<td>June 1, 2019 – May 31, 2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$244.00/month in Year 3 running</td>
</tr>
<tr>
<td></td>
<td></td>
<td>June 1, 2020 – May 31, 2021</td>
</tr>
</tbody>
</table>

DEMISED PREMISES:

Room 1030
2100 Ridge Avenue
Evanston, Illinois  60201

PURPOSE: Utilization of vacant office space in the Lorraine H. Morton Civic Center by the League of Women Voters of Evanston for conduct of official business.

LESSEE: League of Women Voters of Evanston
2100 Ridge Avenue
Evanston, Illinois  60201

LESSOR: City of Evanston
2100 Ridge Avenue
Evanston, Illinois  60201

IN CONSIDERATION of the agreements herein stated, LESSOR hereby leases to LESSEE Room 1030 of the Lorraine H. Morton Civic Center consisting of one hundred three (103) square feet, to be used for the business activities of the LESSEE subject to the conditions stated herein.

1. The LESSEE shall pay or cause to be paid the rent above stated to the
LESSOR, said rent to be due and payable one month in advance, by the first calendar day of each month. Said rent shall be paid at the office of the LESSOR, Facilities Management Department, Room 1450, 2100 Ridge Avenue, Evanston, Illinois 60201.

2. This is a lease renewal. LESSEE knows the condition of said demised premises, acknowledges the same to be in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by the LESSOR or its agent at any time that are not expressed herein or herein endorsed.

3. LESSOR will at all reasonable hours during each day and evening, from October 1st to May 31st, during the term, when required by the season, furnish at its own expense heat for the heating apparatus in the demised premises, except when prevented by accidents and unavoidable delays, provided, however, that the LESSOR shall not be held liable in damages on account of any personal injury or loss occasioned by the failure of the heating apparatus to heat the premises sufficiently, by any leakage or breakage of the pipes, by any defect in the electric wiring, elevator apparatus and service thereof, or by reason of any other defect, latent or patent, in, around, or about the said building. LESSOR will air-condition the premises between June 1st and September 30th.

4. LESSOR will cause the halls, corridors and other parts of the building adjacent to the demised premises to be lighted, cleaned and generally cared for, accidents and unavoidable delays excepted.

5. LESSEE shall comply with such rules and regulations as may later be required of it by LESSOR for the necessary, proper, and orderly care of the Lorraine H. Morton Civic Center building in which the demised premises are located.
6. LESSEE shall neither sublet the demised premises or any part thereof, assign, nor otherwise transfer this Lease nor permit by any act or default any transfer of LESSEE'S interest by operation of law, nor offer the demised premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case the prior written consent of LESSOR.

7. No modifications, alterations, additions, installations, or renovations including decorating shall be undertaken by the LESSEE without first obtaining the written permission from the LESSOR. The cost of all alterations and additions, etc. to said demised premises shall be borne by the LESSEE and all such alterations and additions shall remain for the benefit of the LESSOR. In the event uniform window treatment is required by LESSOR, LESSOR shall supply and install materials at LESSOR'S expense.

8. LESSEE shall return the demised premises to LESSOR at the termination of the lease with glass of like kind and quality in the several doors and windows thereof, entire and unbroken, shall not allow any waste or misuse, and will not neglect the water or light fixtures on the demised premises; LESSEE shall compensate other tenants of the building for damage caused by Lessee's misuse, waste or neglect.

9. At the termination of the Lease, by lapse of time or otherwise, LESSEE agrees to yield up immediate and peaceable possession to LESSOR, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of two hundred and no/100 dollars ($200.00) per day, and it shall be lawful for the LESSOR or his legal representative at any time thereafter, without notice, to re-enter the demised premises or any part thereof, and to expel, remove and put out the
LESSEE or any person or persons occupying the said premises, using such force as may be necessary so to do, and to repossess and enjoy the premises again as before this Lease, without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenants; or in case the said premises shall be abandoned, deserted, or vacated, and remain unoccupied five (5) days consecutively, the LESSEE hereby authorizes and requests the LESSOR as LESSEE’S agent to re-enter the premises and remove all articles found therein, regardless of ownership, place them in some regular storage warehouse or other suitable storage place for no more than forty-five (45) days, at the cost and expense of LESSEE, and proceed to re-rent the said premises at the LESSOR’S option and discretion and apply all money so received after paying the expenses of such removal toward the rent accruing under this Lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the LESSOR. If the LESSEE shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five (5) business days after the day whereon the same should be paid, the LESSOR by reason thereof shall be authorized to declare the term ended, and the LESSEE hereby agrees that the LESSOR, his agents or assigns may begin suit for possession or rent.

10. In the event of re-entry and removal of the articles found on the premises and personally owned by LESSEE or others as herein provided, the LESSEE hereby authorizes and requests the LESSOR to sell the same at public or private sale within fifteen (15) days notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent reserved herein, rendering the overplus, if any, to LESSEE upon demand.
11. At the termination of this Lease by lapse of time or otherwise, Lessee shall leave the demised premises in broom clean condition and shall turn over any and all keys to the City Manager. Lessee shall pay Lessor for any damages to the leased premises beyond normal wear and tear and shall do so within thirty (30) days of invoicing therefor by the City.

12. In the event that the LESSOR, his successors, attorneys or assigns shall desire to regain the possession of the demised premises herein described for any reason, LESSOR shall have the option of so doing upon giving the LESSEE sixty (60) days notice of LESSOR'S election to exercise such option.

13. Only those signs, posters and bulletins expressly permitted by LESSOR shall be allowed in and around the building containing the demised premises. This condition shall include, but not be limited to, signage, posters, or announcements relating to any election, candidates for public office, or other matters of public interest.

14. The LESSOR will at its cost supply electric lighting, cleaning and general maintenance of the demised premises and adjoining stairwells and access corridors. The cleaning of said premises shall be conducted on the same schedule and in the same scope and manner as with other City offices, during hours which will not unreasonably interfere with the conduct of business.

15. Access to the building and the demised premises during periods other than regular business hours, by the LESSEE, his agents or employees shall be allowed only to the demised premises and the corridors and stairwells required for access thereto, and only to those persons who have been designated in writing by the LESSEE and approved by the LESSOR.
16. All applicable laws, and ordinances, and City policies concerning political activities and electioneering shall be observed by the LESSEE in and around the demised premises.

17. The provisions of the Municipal Code of the City of Evanston concerning the consumption and use of alcoholic beverages are hereby incorporated by reference and made a part of this lease.

18. The LESSEE agrees that there shall be no unrefrigerated food stored on the leased premises, and that no refrigerator of a capacity greater than six (6) cubic feet, or stoves or other appliances for the preservation or preparation of food, other than a coffee pot or device for warming water for beverage preparation, shall be installed or otherwise maintained on the premises.

19. LESSEE shall, during the entire term hereof, keep in full force and effect a Comprehensive General liability policy in the amount of one million and no/100 dollars ($1,000,000.00) with respect to the leased premises, with provisions acceptable to Lessor, and the activities of LESSEE in the leased premises. LESSEE shall furnish copies of a Certificate of Insurance with the LESSOR/OWNER named as an additional insured with an insurance company acceptable to the LESSOR. The LESSEE shall furnish, where requested, a certified copy of the policy(s) to the LESSOR. The policy(s) shall provide, in the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until thirty (30) days after the LESSOR has received written notice from the insurance company(s). An insurance company having less than an A- Policyholder’s Rating by the Alfred M. Best Company will not be
considered acceptable. LESSEE shall also insure the following indemnity provisions, and such agreement shall be clearly recited in the body of the Certificate of Insurance:

LESSEE hereby agrees to indemnify, protect and save LESSOR safe and harmless against all claims, actions, or causes of action resulting from loss, damage, or injury to any person or persons or property caused by, connected with, or resulting from LESSEE’s operations on the leased premises or any activities by LESSEE’s agents, servants, employees, or invitees thereon.

In the event of any conflict between the language of the insurance policy(s) and the above-recited indemnity provisions, the indemnity provision shall govern. If requested by the LESSOR, the LESSEE at its own expense, cost, and risk shall defend and pay all costs, including attorney's fees, of any and all suits or other legal proceedings that may be brought or instituted against the LESSOR, or any such claim or demand, and pay and satisfy any judgment that may be rendered against them in any such suit or legal proceeding or the amount of any compromise or settlement that may result therefrom. Notwithstanding any of the foregoing, LESSEE has no obligation to defend or indemnify LESSOR in or for any claim or action against LESSOR alleging negligence or gross negligence.

20. The Lease is executed in Evanston, Illinois. The laws of Illinois shall be applicable in the event of a dispute between Lessor and Lessee. Venue shall be in Cook County, Illinois. The parties waive trial by jury.

21. Notices given or required under this Lease shall be sent to the City in care of the Facilities Management Department and to the League of Women Voters. A mailed notice must be sent by first class mail, return receipt requested and is effective five (5) days after deposit in the U.S. Mail. Notice given by personal delivery is effective upon delivery.
22. The persons whose names are subscribed below on behalf of the Lessor and Lessee represent and warrant that they are properly authorized to execute this Lease on behalf of their respective parties.

WITNESS the hands and seals of the parties hereto, the Effective Date is the date signed by the City of Evanston.

LESSOR:

**City of Evanston**

By: ____________________________

Title: City Manager

Date: _________________________, 2018

LESSEE:

**League of Women Voters of Evanston**

By: ____________________________

Title: __________________________

Date: _________________________, 2018
For City Council meeting of March 12, 2018  
Item A10  
Ordinance 18-O-18: Contractor Debarment, Suspension and Prohibited Contracts  
For Introduction

Memorandum

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

From: W. Grant Farrar, Corporation Counsel

Subject: Ordinance 18-O-18 – Amending City Code Section 1-17-1 of the Evanston City Code, by Adding Subsection 1-17-1(E), “Contractor Debarment, Suspension, and Prohibited Contracts”

Date: March 12, 2018

Recommended Action:
Staff recommends City council adopt Ordinance 18-O-18, amending City Code Section 1-17-1, by adding Subsection 1-17-1(E), “Contractor Debarment, Suspension, and Prohibited Contracts.”

Livability Benefits:

Summary:
This Ordinance codifies a procedure to debar or suspend contractors for just cause. Debarred or suspended contractors may not bid, propose, be awarded to, or perform work on a contract with the City. The City Manager is authorized to implement a period of debarment or suspension, which may be subsequently lifted for good cause shown.

Reasons to debar or suspend a contractor include, but are not limited, to the following:
1. Committing fraud or a criminal offense to obtain a contract;
2. Conviction or indictment for embezzlement, theft, forgery, bribery, or any offense indicating a lack of business integrity;
3. Failure or default without good cause to fully perform a contract or unsatisfactory performance of any City contract; or
4. Disqualification or rejection of a bid by a vendor on three or more occasions within a three year period.

The Ordinance also outlines entities which are automatically prohibited from bidding or entering into City contracts, forbids entities with debt delinquency from submitting a bid or entering into a contractor, and provides reasons by which the City Manager may void a contract.
Effective upon passage of this Ordinance, the following entities would be deemed debarred by the City: A Lamp Concrete, Inc., Chicagoland Paving Contractors, Inc., RAI Concrete, Inc. and Continental Construction, Inc.

Legislative History:
N/A

Attachments:
Ordinance 18-O-18
AN ORDINANCE

Amending City Code Section 1-17-1 of the Evanston City Code, by Adding Subsection 1-17-1(E), “Contractor Debarment, Suspension, and Prohibited Contracts”

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

SECTION 1: City Code Section 1-17-1, “Purchases of Goods or Services,” of the Evanston City Code of 2012, as amended, is hereby further amended to add City Code Section 1-17-1(E), “Contractor Debarment, Suspension, and Prohibited Contracts,” which will read as follows:

(E) CONTRACTOR DEBARMENT, SUSPENSION, AND PROHIBITED CONTRACTS.

1. Definitions. For the purposes of this Subsection, the following definitions apply:

<table>
<thead>
<tr>
<th>Definition</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY MANAGER.</td>
<td>The City of Evanston City Manager or his/her designee.</td>
</tr>
<tr>
<td>CONTRACTOR.</td>
<td>A person, partnership, corporation, or other entity that has contracted with, or is seeking to contract with, the City to construct a public improvement, or provide goods to, or perform services for or on behalf of the City. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of ten percent (10%) or more in a contractor, subcontractor, or vendor.</td>
</tr>
<tr>
<td>DEBARMENT.</td>
<td>An action taken by the City which results in a contractor being prohibited from</td>
</tr>
</tbody>
</table>
bidding or proposing on, being awarded or performing work on a contract with the City. A contractor who has been determined by the City to be subject to such a prohibition is debarred.

2. **Effect of Debarment or Suspension.** A debarred or suspended contractor is prohibited from bidding or proposing or being awarded or performing work on a contract with the City during the period of debarment or suspension.

3. **Debarment or Suspension.** The City Manager is authorized to debar or suspend a contractor for just cause. The period of debarment or suspension will be determined by the City Manager in consultation with the Corporation Counsel, on a case by case basis. Debarment or suspension may be lifted for good cause shown. Reasons for debarment or suspension include, but are not limited to, the following:

   a. Commission of fraud or a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such a contract or subcontract;

   b. Conviction or indictment under a state or federal statute of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a vendor or contractor;

   c. Conviction or indictment under a state or federal antitrust statute;

   d. A finding by a state or federal agency with statutory authority to adjudicate civil rights violations, or by a judge or jury in a state or federal court of competent jurisdiction, that the vendor or contractor has violated state or federal civil rights statutes in its hiring or business practices;

   e. Failure or default without good cause to perform in accordance with the terms of any contract and the associated supporting documents or unsatisfactory performance of any contract and the associated supporting documents with the City;

   f. Disqualification or rejection of a bid by the vendor on three (3) or more occasions within a three (3) year period;

   g. Commission of an act or omission indicating a lack of business integrity or business honesty;

   h. Debarment, disqualification or suspension by another government entity for any reason; or

   i. Any federal or state funding that, by law, rule, or regulation, precludes the City from paying a contractor from those funding.
4. **Procedure.** Before a contractor is debarred or suspended, written notice of debarment or suspension must be provided to that contractor. Such notice must apprise the contractor of the reasons for the debarment or suspension and must inform the contractor of the right to be heard before the City Manager. The City Manager must grant a reasonable opportunity for the debarred or suspended contractor to be heard on the issue of said disbarment or suspension, if the contractor submits a request in writing within seven (7) calendar days of the mailing of the written notice. The City Manager will make a final determination after consulting with Corporation Counsel.

5. **Assignment of Contracts.** No contract will be assigned or sublet by the successful bidder without the consent of the City Manager.

6. **Prohibited Bidders and Contractors.**
   a. Unless otherwise provided, no contractor will bid or enter into a contract or subcontract under this Subsection if the business or any officer, director, partner, or other managerial agent of the business 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 for a period of 5 (five) years from the date of conviction.
   b. Every bid submitted to and contract executed by the City and every subcontractor will contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the City Manager will declare the related contract void if any of the certificates completed pursuant to this Subsection (b) are false.

7. **Debt Delinquency.**
   a. No person will submit a bid for or enter into a contract or subcontract under this Section if that person knows or should know that they or any affiliate is delinquent in the payment of any debt to the City, unless the person or affiliate has entered into a deferred payment plan to pay off the debt.
   b. Every bid submitted to and contract executed by the City and every subcontract will contain a certification by the bidder, contractor, or subcontractor, respectively, that the contractor or the subcontractor and its affiliate is not barred from being awarded a contract or subcontract under this Section and acknowledges that the City Manager may declare the related contract void if any of the certifications completed pursuant to this subsection (b) are false.

8. **Voidable Contracts.**
a. If any contract or amendment is entered into or purchase or expenditure of funds is made at any time in violation of this Subsection or any other law, the contract or amendment may be declared void by the City Manager or may be ratified and affirmed, provided the City Manager determines that ratification is in the best interests of the City. If the contract is ratified and affirmed, it will be without prejudice to the City’s rights to any appropriate damages.

b. If, during the term of a contract, the City Manager determines that the contractor is delinquent in the payment of debt as set forth in Subsection 1-17-1(E)(7), the City Manager, or his/her designee, may declare the contract void if he/she determines that voiding the contract is in the best interests of the City.

c. If, during the term of a contract, the City Manager determines that the contractor is in violation of 1-17-1(E)(6), the City Manager will declare the contract void.

d. If, during the term of a contract, the contracting agency learns from an annual certification or otherwise determines that the contractor no longer qualifies to enter into City contracts under this Section, the City Manager may declare the contract void if he/she determines that voiding the contract is in the best interests of the City.

SECTION 2: Effective immediately, the following companies are debarred under this Ordinance: A Lamp Concrete, Inc., Chicagoland Paving Contractors, Inc., RAI Concrete, Inc., and Continental Construction, Inc.

SECTION 3: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: This ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 6: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity
shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced: _________________, 2018
Adopted: _________________, 2018

__________________________________
Stephen H. Hagerty, Mayor

Attest: ____________________________
Devon Reid, City Clerk

Approved: ____________________________, 2018

__________________________________
W. Grant Farrar, Corporation Counsel

Approved as to form:
Memorandum

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

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

Subject: Ordinance 38-O-18 Amending City Code Title 3, Chapter 17-9 regarding Senior Citizen/Persons with Disabilities Taxicab Program

Date: March 12, 2018

Recommended Action:
City staff recommends City Council adoption of Ordinance 38-O-18 which amends Title 3, Chapter 17-9 regarding Senior Citizen/Persons with Disabilities Taxicab Program. Amendment includes: an increase in the participant share from four dollars ($4.00) to five dollars ($5.00) and changing the boundaries of the program to within the corporate boundaries of Evanston. Staff recommends suspension of the Rules for Introduction and Action at the March 12, 2018 City Council meeting.

Livability Benefits:
Protect inclusive access for all community members: Support quality human services programs.

Summary:
Between October 1, 2016 and September 30, 2017 the taxicab program for senior citizens and persons with disabilities saw a significant increase in usage as the boundaries of the program were extended from the corporate boundaries of Evanston to Wilmette, Skokie and Lincolnwood. As usage increased there was a significant cost increase to administer the program and city staff began looking for ways to make the program more sustainable and cost effective.

On April, 16, 2018, a new Transportation for Evanston program will roll out. The Transportation for Evanston program will be comprised of two (2) options for users.

Option 1: The debit/credit card will allow users to load funds that will be matched by the City with a 50/50 subsidy based on income. The City will match up to $125 for a total not to exceed $250/month for riders whose annual income is $15,000 or less. The City
will match up to $75 for a total not to exceed $150/month for riders whose annual income ranges from $15,001 to $30,000. Riders will pay full fare for their choice of ground transportation. There is no boundary limit. Unused funds can roll over to the following month, but cannot exceed the card's total allowable amount.

Option 2: Users may continue to use the taxicab coupons. As staff works toward educating eligible users on the use of smart technology and how to use a debit card, users may continue to use taxicab coupons throughout 2018. Education and outreach will be provided by First Bank & Trust, Age Friendly Evanston Task Force and the Ombudsman Office.

Staff is requesting to limit the taxi program to within the corporate boundaries of Evanston as the full taxicab coupon reimbursement to drivers is limited to ten dollars ($10.00). Additionally, staff is requesting the participant share of the taxicab coupon increase to five ($5.00) to reflect the same subsidy as the debit/credit card.

The Transportation for Evanston program will place caps on user allotments to allow for funds to be distributed among an increased number of users, thereby creating a more sustainable program.

**Legislative History:**

- **December 5, 2017** Staff proposed revisions to the program at the Human Services Committee meeting.
- **January - March 2018** Conducted focus groups with seniors and users to address questions/concerns stemming from the meeting on December 5th.
- **March 5, 2018** Staff proposed current plan to Human Services Committee as a result of the focus groups.

**Attachments:**

Ordinance 38-O-18
AN ORDINANCE

Amending Title 3, Chapter 17, Section 9 of the Evanston City Code, “Senior Citizen/Persons with Disabilities Taxicab Program”

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

SECTION 1: Title 3, Chapter 17, Section 9, “Senior Citizen/Persons with Disabilities Taxicab Program,” of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

3-17-9. – SENIOR CITIZEN/PERSONS WITH DISABILITIES TAXICAB PROGRAM

Owners, operators and drivers of taxicabs are eligible to provide Senior Citizen/Persons with Disabilities Taxicab Program services to City residents.

Persons eligible to participate as a passenger in the Senior Citizen/Persons with Disabilities Taxicab Program must be Evanston residents of sixty (60) years of age or older, or those residents who are persons with disabilities as defined by the Illinois Vehicle Code, 625 ILCS 5/1-159.1. The availability of assistance for senior citizens will be limited to those senior citizens who provide a written affidavit of need and meet income eligibility requirements. Eligible senior citizens will be those individuals whose annual income does not exceed thirty thousand dollars ($30,000.00) for a single person or fifty thousand dollars ($50,000.00) for married persons filing a joint income tax return. Eligible persons with disabilities will be those individuals who give the City a written disability determination pursuant to 625 ILCS 5/1-159.1.

The fixed rate for a ride for persons registered to participate in the Senior Citizen/Persons with Disabilities Taxicab Program is ten dollars ($10.00), based upon subsidies from the City, with a participant share of four dollars ($4.00) five dollars ($5.00). Eligible passenger participants may purchase a coupon for service. Passenger participants may be taken only within the corporate boundaries of the City of Evanston, the City of Wilmette, the Village of Skokie, or the Village of Lincolnwood.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.
SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is 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 4: The findings and recitals 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: This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018
Adopted: _________________, 2018

Approved: ____________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:

_______________________________
Devon Reid, City Clerk

Approved as to form:

W. Grant Farrar, Corporation Counsel
Memorandum

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

From: W. Grant Farrar, Corporation Counsel
Theresa Whittington, Administrative Adjudication & Liquor Licensing Manager

Subject: Ordinance 36-O-18, Decreasing the Number of Class C-1 Liquor Licenses for La Macchina Cafe, LLC, d/b/a La Macchina Cafe, 1620 Orrington Avenue, and
Ordinance 37-O-18, Increasing the Number of Class C Liquor Licenses for La Macchina Cafe, LLC, d/b/a La Macchina Cafe, 1620 Orrington Avenue.

Date: February 22, 2018

Recommended Action:
Staff provides a recommendation to City Council regarding the adoption of Ordinance 36-O-18 and Ordinance 37-O-18.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Company representative Marco Ferrarini requested a downgrade of its liquor license from Class C-1 to Class C. Ordinance 36-O-18 amends Evanston City Code of 2012 Subsection 3-4-6-(C-1), as amended, to decrease the number of authorized Class C-1 liquor licenses from one (1) to zero (0). Ordinance 37-O-18 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-five (25) to twenty-six (26), and permit issuance of a Class C license to La Macchina Cafe, LLC, d/b/a La Macchina Cafe, 1620 Orrington Avenue. The Class C license will permit Company to retail sale of alcoholic liquor in restaurants only to persons of at least twenty-one (21) years of age for consumption on the premises.

Attachments:
Ordinance 36-O-18
Ordinance 37-O-18
Liquor License Application
36-O-18

AN ORDINANCE

Amending City Code Section 3-4-6-(C-1) to Decrease the Number of Class C-1 Liquor Licenses from One to Zero
(La Macchina Cafe, LLC, d/b/a La Macchina Cafe, 1620 Orrington Avenue)

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

SECTION 1: Class C-1 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>C-1</th>
<th>Hotel or Liquor</th>
<th>None</th>
<th>$8,000</th>
<th>$8,000</th>
<th>40</th>
<th>Core</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Restaurant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11 a.m.—</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2 a.m. (Sun – Wed); 11 a.m. – 3 a.m. (Thurs-Sat)</td>
</tr>
</tbody>
</table>

SECTION 2: Subsection 3-4-6-(C-1) of the Evanston City Code of 2012, as amended, is hereby further amended by decreasing the number of Class C-1 liquor licenses from one (1) to zero (0) to read as follows:

(C-1) CLASS C-1 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-1 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 Section 3-4-1 of this Chapter.

1. The sale of alcoholic liquor shall not take place between the hours of 2:00 a.m. and 11:00 a.m., except that sales may be made up to 3:00 a.m. on Friday, Saturday, Sunday mornings and up to 3:00 a.m. on the mornings of January 1, Memorial Day, July 4, Labor Day and Thanksgiving.

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 eight thousand dollars ($8,000.00).

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 eight thousand four hundred dollars ($8,400.00).

No more than one (1) zero (0) 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: _________________, 2018  Approved:

Adopted: _________________, 2018  ______________________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:  Approved as to form:

Devon Reid, City Clerk  W. Grant Farrar, Corporation Counsel
AN ORDINANCE

Amending City Code Section 3-4-6-(C) to Increase the Number of Class C Liquor Licenses from Twenty-Five to Twenty-Six
(La Macchina Cafe, LLC, d/b/a La Macchina Cafe, 1620 Orrington Avenue)

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:

<table>
<thead>
<tr>
<th></th>
<th>Hotel or Restaurant</th>
<th>None</th>
<th>$4,300</th>
<th>$4,300</th>
<th>26</th>
<th>Core</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>Liquor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 2: Subsection 3-4-6-(C) of the Evanston City Code of 2012, as amended, is further amended by increasing the number of Class C liquor licenses from twenty-five (25) to twenty-six (26) 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) twenty-six (26) 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: _________________, 2018

Adopted: _________________, 2018

Approved: ______________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest: _______________________
Devon Reid, City Clerk

Approved as to form:

_______________________________
W. Grant Farrar, Corporation Counsel
City of Evanston
Application for Liquor License

Date: 2/21/18

1. APPLICANT
A. Corporation name: LA MACCHINA CAFE LLC / FERCAS LLC
B. Business name: LA MACCHINA CAFE
C. Previous business name (if dba changed):
D. Business address (city, state, zip code):
   1620 ORCHITON AVE, EVANSTON IL 60201
E. Business telephone: 847-425-1080
F. Business website: WWW.LAMACCHINACAFE.COM
G. Business Email: FERCAUSI154853467@gmail.com
H. Illinois business tax REDACTED

2. BUSINESS ESTABLISHMENT LOCATION INFORMATION
A. Address applying for liquor license (exact street address):
   1620 ORCHITON AVE
B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):
   ON FILE
C. Is the business required to be located within the "Retail Package Store Area"?
   Yes [ ] No [X]
   If yes, is it located within the "Retail Package Store Area"?
   Yes [ ] No [X]

3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION
A. Business type: [X] Restaurant [ ] Hotel [ ] Package store [ ] Grocery store [ ] Other (explain below):
   I T A L I A N  R E S T A U R A N T
Liquor to be served and/or sold: [X] Alcoholic liquor [ ] Beer and Wine only [ ] Wine only
Days and times liquor is served:
   Sunday 11 am to 10 pm
   Monday 11 am to 10 pm
   Tuesday 11 am to 10 pm
   Wednesday 11 am to 10 pm
   Thursday 11 am to 10 pm
   Friday 11 am to 10 pm
   Saturday 11 am to 10 pm
Liquor will served or sold by:
   [X] Glass [ ] Bottle [X] Can [ ] Waitstaff and/or [ ] Over the counter

City of Evanston Liquor License Application (Rev. 03/05/2015)
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?  
   □ yes  □ no
   What is the seating capacity?  
   □ yes  □ no

E. Is there an existing or proposed menu? If your response is "Yes," please attach the menu.  
   □ yes  □ no

F. Does the restaurant currently hold or has applied for a City of Evanston food license?  
   If your response is "Yes," what is the expected issue date?  
   □ yes  □ no

5. BUSINESS SPECIFIC INFORMATION (for hotels)

A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?  
   If your response is "No," skip this section and proceed to section 6.  
   □ yes  □ no

B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?  
   □ yes  □ no

C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?  
   □ yes  □ no

D. Does the hotel have at least 50 regular rooms for transients?  
   □ yes  □ no

E. Does the hotel currently hold or has applied for a City of Evanston food license?  
   If your response is "Yes," what is the expected issue date?  
   □ yes  □ no

6. BUSINESS SPECIFIC INFORMATION (for package stores)

A. Does the applicant seek to sell liquor upon the premises of a package store?  
   If your response is "No," skip this section and proceed to section 7.  
   □ yes  □ no

B. Is the package store premises located in the "retail package store area" as defined by the attached map?  
   □ yes  □ no

C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises?  
   □ yes  □ no

D. Has the applicant reviewed the Liquor Code definition of a “package store”?  
   □ yes  □ no

7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store? If your response is "No," skip this section and proceed to section 8.  
   □ yes  □ no

B. Does the grocery store premises consist of a grocery store and combination store under one roof?  
   □ yes  □ no

C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximately how many square feet are provided?  
   □ yes  □ no
   sq. ft.

D. Does the grocery store currently hold or has applied for a City of Evanston food license?  
   If your response is "Yes," what is the expected issue date?  
   □ yes  □ no
8. PREMISES OWNERSHIP INFORMATION

A. Does the corporation own the premises for which this liquor license is being sought? ☐ yes ☐ no
   
   If your response is "Yes," attach a copy of ownership and proceed to section 9.

B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought? ☐ yes ☐ no

C. What is the period covered by the lease?  

   to  

D. What is the name of the Landlord?  

E. What is the address of the Landlord? (please include city, state, and zip code.)

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/official(s) owe any debt or unpaid tax to the City of Evanston?  
   If yes, explain:  
   
   ☐ yes ☐ no

E. Has the owner received assistance in preparing this application? If the response is "Yes," please provide the information below.

   name          address          telephone          relationship

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 2/21/2018

City of Evanston Liquor License Application (Rev. 03/05/2015)  
Application: Page 3 of 15
City of Evanston
Liquor License Application

AFFIDAVIT

State of Illinois
County of Cook

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 ___ day of February, 2018

Notary Public

Signature of Applicant

(seal)

OFFICIAL SEAL
MARIA ORTIZ
Notary Public - State of Illinois
My Commission Expires 7/14/2020
Memorandum

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

From: W. Grant Farrar, Corporation Counsel

Subject: Ordinance 33-O-18, Amending City Code Section 3-4-6 By Creating the New Class F-2 Liquor License for a Retail Liquor Dealer/Gourmet Food and Amenity Store

Date: March 12, 2018

Recommended Action:
Local Liquor Commissioner and staff recommend City Council adopt Ordinance 33-O-18. This ordinance is returning for consideration following its introduction and hold over to March 12th.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Michael Binstein, owner of Binny’s, approached the City of Evanston’s Liquor Control Review Board ("LCRB") requesting the creation of a new liquor license at 1111 Chicago Avenue. The subject premises was previously a Whole Foods that held a Class F liquor license as a grocery store.

Following LCRB consideration of the request, and the resulting discussion regarding same, staff drafted this Ordinance 33-O-18 creating the new Class F-2 license. Particular provisions to note are as follows:

1. The Class F-2 Liquor License requires licensees to provide food service where alcoholic liquor is offered for on-site consumption.
2. Class F-2 Liquor License holders must have at least one BASSET-certified site manager on premises whenever alcoholic liquor is available for on-site consumption.
3. The sale of alcoholic liquor must only take place between 8:00 a.m. to 12:00 a.m. Monday through Sunday.
4. A Class F-2 licensee must offer for sale fine cheeses, deli and gourmet food products, related accessories, baked goods or cereal grains, charcuterie, canned, refrigerated or frozen prepared food products, books and magazines, or dry goods such as stemware or glasses.
Staff specifically notes that Section 4 of the Ordinance sets a goal for local preferences regarding employment and retail sale of products, as follows:

**SECTION 4:** Any prospective applicant for a Class F-2 license must prioritize hiring Evanston residents for employment at the licensed premises, and, prioritize the retail sale of local Evanston artisan food and liquor products at the licensed premises.

To differentiate this proposed license class from the Class K (Vinic, Wine Goddess, Beer on Central) licenses, consumption of alcoholic liquor is not allowed in an outdoor patio or sidewalk cafe. Ordinance 33-O-18 also eliminates the prohibition that a license holder not be within 500 feet of another Class F-1 or Class F liquor licensee. Class F-2 does not permit on-site consumption of beer or wine on the premises (except for sampling or tasting) like the Class F-1 license in place for the Green Bay Road Whole Foods.

**Legislative History:**
The LCRB discussed the issues regarding the creation of a new liquor license at the Chicago Avenue location during the January 31, 2018 LCRB meeting. This also followed a community meeting convened by Ald. Wynne regarding this issue.

This Ordinance imposes similar and consistent requirements for retail liquor dealers selling gourmet food products, which are similar to the requirements for smaller wine, beer, and spirit shops. The Mayor and the LCRB indicated to current Class K licensees that they may request similar license language regarding smaller retail sale sizes as that set forth in subsections 1-3 of this Ordinance. The legislative record reflects that Class K licensees received 3 license modifications in 2013-2015 to accommodate expanding business concepts.

The annual F-2 liquor license fee for initial issuance is forty thousand dollars ($40,000.00) and the renewal fee is thirteen thousand dollars ($13,000.00).

At Alderman Wynne’s and the request of the prospective applicant, this ordinance was introduced at the February 26th APW committee meeting, but held, pending clarifying language being added to the ordinance. Clarification language was added to sections 5, 6 and 15 of the ordinance to more clearly define and illustrate the requirements regarding the prospective licensee’s business operations.

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**Attachment:**
Ordinance 33-O-18
Minutes of the January 31, 2018 Liquor Control Review Board meeting
33-O-18

AN ORDINANCE

Amending City Code Section 3-4-6 By Creating the New Class F-2 Liquor License

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

SECTION 1: Legislative Statement. The Illinois Liquor Control Act, 235 ILCS 5/1-1 et seq., (the “Act”), prescribes minimum requirements to regulate liquor license establishments in the State of Illinois, and Section 5/4-1 of the Act confers authority upon the Mayor and City Council to establish such conditions, regulations and restrictions upon the issuance of local liquor licenses consistent with law as the public good and convenience require. The Mayor as Local Liquor Control Commissioner, and the Liquor Control Review Board considered the request made by Michael Binstein for creating a new liquor license class to enable a licensed establishment to be located at 1111 Chicago Avenue in Evanston. This premises has been vacant since March 2017 generating no sales tax or employment for Evanston residents. The City of Evanston Code authorizes the Mayor and City Council to create a liquor license with special conditions. Higher application and renewal fees under the proposed F-2 liquor license bear a reasonable relationship to the City’s cost of regulation. Under Illinois law and the Evanston City Code, the Mayor and the City Council may create new liquor license classes to account for new economic development and business models offered by a prospective liquor licensee, while at the same time, ensuring such licensee is regulated
accordingly.

SECTION 2: Table 1 of Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised to add the following:

<table>
<thead>
<tr>
<th>F-2</th>
<th>Retail Liquor Dealer/Gourmet Food and Amenity Store</th>
<th>Liquor</th>
<th>Liquor</th>
<th>$40,000</th>
<th>$13,000</th>
<th>0</th>
<th>None</th>
<th>8 a.m. — 12 a.m. (Mon-Sun)</th>
</tr>
</thead>
</table>

SECTION 3: Subsection 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended by the enactment of a new Subsection (F-2) thereof, “Class F-2 Liquor License”, to create a new license with the following special conditions and restrictions to read as follows:

(F-2) CLASS F-2 licenses, which authorizes the retail sale of packaged alcoholic liquor for consumption off premises and on the premises to persons of at least twenty-one (21) years of age. Class F-2 licenses are subject to the following conditions and limitations for the sale of alcohol, in original packages, unopened only:

1. It is unlawful for a Class F-2 licensee to sell a single container of beer for consumption off premises unless the volume of the container is greater than forty (40) fluid ounces or 1.18 liters, or, a single container of craft beer for consumption off premises unless the volume of the container is greater than ten (10) ounces or 0.296 liters. It is unlawful for a licensee to bundle, tape, package, or otherwise manipulate single containers of beer for sale as a set. Any such manipulation of packaging is a violation of this Subsection. Nothing in this Subsection is construed as prohibiting the sale of packages containing six (6) single containers of beer, including such packages consisting of various single containers of beer chosen by the consumer.

2. It is unlawful for a Class F-2 licensee to sell a single container of wine for consumption off premises unless the container is greater than 6.32 fluid ounces or 0.187 liters.

3. It is unlawful for a Class F-2 licensee to sell a single container of alcoholic liquor for consumption off premises, except beer and wine which are regulated by Subsections (F-2)(1) and (F-2)(2) of this Section, unless the container is greater than 1.69 fluid ounces or 0.050 liters.

4. The sale of alcoholic liquor at retail for off-site consumption pursuant to the Class F-2 license may begin after 8:00 a.m., Monday through Sunday. Alcoholic liquor for off-site consumption cannot be sold after the hour of 12:00 midnight on any day.
5. A Class F-2 licensee must provide a minimum of twenty thousand (20,000) square feet for the retail sale of wine, spirits, and beer of production, preparation, and display area in which direct retail sale of food items or related products are prepared and are for sale. The gross floor area must include premises within the exterior walls, but does not include any outdoor patio, parking, storage or display areas. The gross floor area includes space for retail sale of gourmet food and amenities.

6. A Class F-2 licensee must offer for sale some or all of the following: fine cheeses, deli and gourmet food products, related accessories, baked goods or cereal grains, charcuterie, canned, refrigerated or frozen prepared food products, books and magazines, or dry goods such as stemware or glasses.

7. Alcoholic liquor sold in original packages and intended for consumption off the premises cannot be opened or consumed on the premises.

The sale of alcoholic liquor is permitted for tasting/sampling on the premises subject to the following conditions:

8. Licensees who offer servings of alcoholic liquor for on-site tasting/sampling must provide food service such as cheese, crackers, snack food, or other similar deli-style items to customers who are tasting/sampling alcoholic liquor.

9. Wine tasting is permitted only during authorized hours of business. Licensees must not provide more than three (3) free samples, each of which must not exceed one (1) fluid ounce, to any person in a day. Licensees may sell wine samples, but the volume of any wine sample sold must not exceed six (6) fluid ounces and the total volume of all samples sold to a person in a day must not exceed twelve (12) fluid ounces. Licensees must not provide and/or sell more than a total of fifteen (15) fluid ounces of wine samples to any person in a day.

10. Beer tasting of only the beers permitted to be sold under this classification for consumption off-premises is permitted only during authorized hours of business. Licensees must not provide more than three (3) free samples, each of which must not exceed two (2) fluid ounces, to any person in a day. Licensees may sell beer samples, but the volume of any beer sample sold must not exceed twelve (12) fluid ounces and the total volume of all samples sold to a person in a day must not exceed twenty-four (24) fluid ounces. Licensees must not provide and/or sell more than a total of thirty (30) fluid ounces of beer samples to any person in a day.

11. Alcoholic spirit tasting is permitted only during authorized hours of business. Licensees must not provide more than three (3) free samples, each of which must not exceed one quarter (0.25) fluid ounce, to any person in a day. Licensees may sell alcoholic spirit samples, but the volume of any alcoholic spirit sample sold must not exceed one (1) fluid ounces and the total volume of all samples sold to a person in a day must not exceed two (2) fluid ounces. Licensees must not provide and/or sell
more than a total of two and seventy-five hundredths (2.75) fluid ounces of alcoholic spirit samples to any person in a day.

12. Under no circumstance is the consumption of alcoholic liquor allowed in an outdoor patio or sidewalk cafe.

13. The sampling of alcoholic liquor is adjunct to the operation of a retail liquor dealer/gourmet food and amenity store, and the premises cannot be advertised or otherwise held out to be a drinking establishment.

14. Under no circumstance can the sale of alcoholic liquor take place outside of the normal business hours of the retail liquor store.

15. Class F-2 licensees must have at least one (1) BASSET-certified site manager on-premises whenever alcoholic liquor is available for on-site tasting/sampling. All persons who sell, open, pour, dispense or serve alcoholic liquor must be BASSET certified and/or supervised. Class F-2 licensees must provide food service whenever alcoholic liquor is available for on-site tasting/sampling. The licensee is strictly liable for complying with all provisions regarding food service. Alcoholic liquor for retail sale for on-site tasting/sampling must be sold and dispensed only in plastic containers provided by the license, and must not be removed from the licensed premises. No alcoholic liquor will be brought onto the licensed premises or consumed on the licensed premises other than the alcoholic liquor sold at retail.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election must be made at the time of application.

The annual single payment fee for initial issuance of such license is forty thousand dollars ($40,000.00). The annual single payment fee for renewal of such license is thirteen thousand dollars ($13,000.00).

No more than zero (0) such license(s) will be in force at any one (1) time.

SECTION 4: Any prospective applicant for a Class F-2 license must prioritize hiring Evanston residents for employment at the licensed premises, and, prioritize the retail sale of local Evanston artisan food and liquor products at the licensed premises.

SECTION 5: Subsection 3-4-6(F-1)(5) of the Evanston City Code of 2012, as amended, is hereby deleted in its entirety.

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.

**SECTION 9:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: February 26, 2018  
Approved:

Adopted: ________________, 2018  
__________________________, 2018

__________________________  
Stephen H. Hagerty, Mayor

Attest:  
Approved as to form:

__________________________  
W. Grant Farrar, Corporation Counsel
MEETING MINUTES

Liquor Control Board
Wednesday, January 31, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present: Mayor Stephen H. Hagerty (Local Liquor Control Commissioner); Marion Macbeth; Dick Peach

Members Absent: None

Staff Present: Grant Farrar, Theresa Whittington

Others Present: Lenice Levy (Good to Go); Dennis Levy (Good to Go); Rob Spengler (Board & Brush); Drew Valko (Board & Brush); Shannon Valko (Board & Brush); Michael binsteil (Binny’s); Kevin Gazly (Binny’s); Greg Versch (Binny’s)

Presiding Member: Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:03 a.m.

NEW BUSINESS

Good to Go Jamaican Cuisine, LLC dba Good to Go, 711 Howard Street
Lenice Levy (LL), owner, requested approval of a class D (restaurant/liquor) liquor license. LL explained that she and her husband (Dennis Levy) purchased the building at 711 Howard street and are in the process of renovating it. For 16 years they have owned and operated Good to Go on the Chicago side of Howard street. They are long time Evanston residents and are excited to move the restaurant across the street into the renovated building on the Evanston side of Howard. Good to Go will be a full service restaurant with a private event space that can accommodate 150 people. Mayor Hagerty inquired if Good to Go has had any alcohol violations related to underage drinking at its Chicago establishment. LL responded that there have been no issues.

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 issuance of a liquor license to be introduced at the City Council meeting on February 12, 2018.

Target Corporation, Dba Target Stores T3283, 1616 Sherman Ave

Krysanna Bowery (KB), Team Leader, attended the meeting on behalf of Target and requested approval of a Class F (grocery/liquor) license. KB stated that Target wished to be a one stop shop with alcohol to cater to customer needs. She stated that most neighboring city Target stores sell alcohol. 1400 stores nationwide sell liquor. Target
conducts extensive training of its Team Leaders on responsible sale of alcohol with a 90% and greater test score. The point of sale system in place at Target requires cashiers to obtain photo ID from all customers purchasing alcohol. Marion Macbeth reminded KB of the close proximity to NU. Mayor Hagerty asked if all cashiers are BASSET trained. KB explained that only Team Leaders are BASSET trained and cashiers undergo internal liquor training. Mayor Hagerty asked if she has had any issues with underage drinking at Target stores. KB responded that there have not been any issues in any of the stores she has worked at over the past 12 years. Mayor Hagerty reminded KB of the privilege and responsibility of having a liquor license and that there is a zero tolerance for underage drinking.

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 issuance of a liquor license to be introduced at the City Council meeting on February 12, 2018.

**Board and Brush Creative Studio, 802 Dempster**

Drew Valko (DV), owner, requested approval of a new liquor license classification for an Arts and Craft studio that hosts activities involving "painting, ceramics, woodworking, craft design, and construction projects utilizing fibers, metals, wood or glass" to be able to serve beer and wine to customers for on-premises consumption. He explained that Board & Brush is a franchise that hosts wood board décor workshops 3-4 nights a week and weekends. Wood is distressed at the beginning of class using drill and hammers and similar tools. These are all put away within the first 10-15 minutes of class. Classes are instructor led. The remainder of class is spent sanding, painting and staining. There are about 200 locations and the average consumption is 1-2 drinks. They are seeking beer and wine only. Mayor Hagerty characterized the business as an “experiential” business. Shannon Valko stated that it’s a social gathering experience. Dick Peach said he was not thrilled about adding yet another liquor license classification but said it is a unique application and has no issue creating a license class for it. Marion Macbeth appreciated that the distressing tools are put away early in the process. Shannon Valko stated that there are over 200 location and almost all offer alcohol. Similar new liquor license classes have been adopted in Park Ridge, Downers Grove and New Lennox. The owners of Board & Brush also own Little Beans Café in Evanston. Mayor Hagerty said he was amenable to creating a new liquor license class. Grant Farrar clarified the process and stated that the new license class would be presented to City Council first. Once the new license class is created, the applicant can submit an application for issuance of liquor license. Mayor Hagerty reminded the applicants of the zero tolerance for underage drinking.

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 creation of a new liquor license classification to be introduced at the City Council meeting on February 26, 2018.

**Binny’s Beverage Depot, 111 Chicago Ave**

Mayor Hagerty shared his appreciation to Binny’s for listening to his concerns about the proposed amendments to license class K. Mayor Hagerty asked Binny’s representatives to introduce themselves and discuss the revised proposal to amend license class F-1. Michael Binstein (MB), owner, stated that Binny’s was started in 1948.
by his father. It is a private, family-owned business. It offers a range of products not currently offered in Evanston. Binny’s has been interested in opening in Evanston for 15 years and feels it has finally found the right location at 1111 Chicago Ave. Binny’s needs a big store to house its big selection. It has 30 employees on staff on a typical day. MB said the crux of the proposed F-1 changes revolve around craft beer container sizes and education and tasting seminars to customers. Smaller craft beer sizes are needed to be able to offer the best selection. He further suggests changing those sizes for all license class holders. Binny’s has nationally acclaimed educators that offer tasting seminars to customers. These sorts of seminars are currently offered at the Lincoln Park and Highland Park locations. He would like to offer similar events in the Evanston store. At the request of Mayor Hagerty, Grant Farrar (GF) summarized the differences between Classes K and F-1. GF explained that the main differences related to scale and fees. Binny’s proposal would require amendments to the existing class F-1. Craft beer container sizes have been evolving rapidly. Binny’s requested changes to container size could be extended to other license classes should they seek a similar amendment. Mayor Hagerty asked MB to discuss what sort of food products would Binny’s stock. MB said Binny’s would have a modest selection of “drink local and eat local” items. It will be a rotating selection of items from local artisans from food and liquor. It is a new and exciting category for Binny’s.

The meeting was turned over to public comments. Eight (8) people spoke and asked questions. Some questions pertained to fees, zoning and square footage. Others included comments that class K is not appropriate; a Class E would be more appropriate; that Binny’s should not be granted any amendments; Binny’s should have to “play by the rules” and requests that Binny’s sell food items.

Mayor Hagerty summarized the issues and challenges to the Class K, E and F licenses with respect to Binny’s. He noted that the issue raised about Class F businesses opening within 500 feet of each other illustrates the need to clean up conflicts that exist in the city’s liquor code since the City already has businesses that are not in compliance with that particular requirement. Mayor Hagerty asked staff and liquor board members if it has previously made modifications to liquor license classes in the past. Grant Farrar responded “many times” by applicants and prospective applicants and estimates about 50 amendments over the past eight years. He summarized the various amendments made to license class K in 2009, 2013, and 2015 at the request of current license holders. Marion Macbeth commented that many of the amendments were made at the request and benefit of small business owners and feels the double standard for a larger business is not appropriate. Dick Peach agrees and adds that at the time the Class E liquor store license was created it was restricted to downtown because liquor sales were still relatively new to Evanston. Evanston 1st Liquors was one of the very first licenses issued. The thought was that containing alcohol to downtown would allow the City to better control it. Since then, Evanston has changed a lot and it has added a lot of new liquor licenses such as boutique wine stores and distilleries and craft breweries. He feels the board must be careful not to reject new ideas just because they come from a “big box”. He feels the City should be accommodating and not shut the door on any business. Mayor Hagerty said he likes the revised focus on the Class F. He agrees with Alderman Wynne’s desire to see some uniqueness with regards to a deli, cheese, demonstration kitchen or other similar food offerings. Alderman Rainey offered that Binny’s is so different that it might benefit from a new license class. Mayor Hagerty agreed that another F category, such as an F-2 might be more appropriate. Grant Farrar offered that the comments received by email and LCRB meeting will be reviewed.
and incorporated as an amendment to license class F (F-2) or a brand new license classification, depending on the direction given by the board. Presentation of an ordinance to City Council is tentatively set for February 28th to allow time for staff to review the issues and comments and to get further details from Binny’s regarding its specific business model.

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 creation of a new liquor license classification to be tentatively introduced at the City Council meeting on February 26, 2018.

**ADJOURNMENT**

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 12:28 p.m. January 31, 2018.

Respectfully Submitted,

Theresa Whittington  
Liquor Licensing Manager, Legal Department
Memorandum

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

From: W. Grant Farrar, Corporation Counsel

Subject: Ordinance 31-O-18, Amending City Code Section 3-4-6 By Creating the New Class X Liquor License

Date: February 26, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council to adopt Ordinance 31-O-18. Ordinance 31-O-18 was introduced at the February 26, 2018 City Council meeting.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
The City of Evanston’s (“City”) does not have annual liquor license tailored to arts and crafts studios that allow for the sale of beer and wine for on-site consumption. Drew Valko, owner of Board and Brush Creative Studio, approached the City of Evanston’s Liquor Control Review Board (“LCRB”) requesting the addition of a new annual liquor license for arts and craft studios. Ordinance 31-O-18 was prepared to allow arts and crafts studios the sale of beer and wine for on-site consumption. Particular provisions to note for the onsite consumption of beer and wine are as follows:

1. The Class X Liquor License requires licensees to provide food service where beer or wine is offered for on-site consumption.
2. Class X Liquor License holders must have at least one BASSET-certified site manager on premises whenever beer or wine is available for on-site consumption.
3. The sale of beer or wine must only take place between 12:00 p.m. to 9:00 p.m. Monday through Friday and between 11:30 a.m. to 10:00 p.m. Saturday through Sunday.
4. Licensees can serve no more than three servings of beer or wine to any person in a day.
If this license class is created, Board and Brush Creative Studio would still have to submit an application to receive a Class X Liquor License and otherwise comply with all pertinent City Code requirements.

**Legislative History:**
The LCRB discussed the issues regarding the creation of a new liquor license to serve beer and wine in arts and crafts studios during the January 31, 2018 LCRB meeting. The annual X liquor license fee is one thousand five hundred dollars ($1,500.00).

Attachment:
Ordinance 31-O-18
Minutes of the January 31, 2018 Liquor Control Review Board meeting
AN ORDINANCE

Amending City Code Section 3-4-6 By Creating the New Class X Liquor License

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

SECTION 1: Table 1 of Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised to add the following:

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<th></th>
<th>Arts and Crafts Studio</th>
<th>Beer/Wine</th>
<th>None</th>
<th>$1,500</th>
<th>$1,500</th>
<th>0</th>
<th>None</th>
<th>12 p.m. — 9 p.m. (Mon-Fri); 11:30 a.m. — 10 p.m. (Sat-Sun)</th>
</tr>
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SECTION 2: Subsection 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended by the enactment of a new Subsection (X) thereof, “Class X Liquor License”, to read as follows:

(X) CLASS X licenses, which authorizes the sale of beer and wine for consumption at an arts and crafts studio, is limited to patrons of at least twenty-one (21) years of age. Such arts and crafts studio liquor licenses are issued subject to the following conditions:

1. An arts and crafts studio is defined as a place kept, used, maintained, advertised, or held out to the public as a place in which the public may participate in activities that include painting, ceramics, woodworking, and craft design and construction projects utilizing fibers, metals, wood, or glass.

2. The sale and service of alcoholic beverages to a patron can only be a complement and be accessory to the patron’s participation in craft-making activities. Alcoholic beverages cannot be sold or served at any time when a craft-making session is not in actual operation.
3. Licensees who offer servings of beer or wine for on-site consumption must provide expanded food service which includes such items as sandwiches, flatbreads, empanadas, hot dogs, salads, or other similar a la carte items to customers who are purchasing beer or wine.

4. Licensees must not provide more than three (3) servings of beer or wine to any person in a day. Each serving must not exceed five (5) fluid ounces for wine and twelve (12) fluid ounces for beer.

5. Class X licensees must have at least one (1) BASSET-certified site manager on-premises whenever beer or wine is available for on-site consumption. All persons who sell, open, pour, dispense or serve beer or wine must be BASSET certified. Class X licensees must provide food service whenever beer or wine is available for on-site consumption, in accordance with the specifications applicable to retail sale for on-site consumption. The licensee is strictly liable for complying with all provisions regarding food service. Beer or wine for retail sale for on-site consumption must be sold and dispensed only in plastic containers provided by the licensee. Beer or wine sold within the licensed premises for consumption on the premises must not be removed from the licensed premises. No alcoholic liquor will be brought onto the licensed premises or consumed on the licensed premises other than the beer or wine sold at retail.

6. The sale of beer or wine must only take place from 12:00 p.m. to 9:00 p.m., Monday through Friday and from 11:30 a.m. to 10:00 p.m., Saturday through Sunday. No beer or wine may be consumed on the premises after 10:30 p.m. on any given day.

7. Every employee of a Class X licensee who participates in the sale of beer or wine, pursuant to this license class, must be BASSET-certified.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election must be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license is one thousand five hundred dollars ($1,500.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, is one thousand five hundred seventy five dollars ($1,575.00).

No more than zero (0) such license(s) will 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: ______________________, 2018       Approved:
Adopted: ______________________, 2018       ______________________, 2018

________________________________________
Stephen H. Hagerty, Mayor

Attest:               Approved as to form:

Devon Reid, City Clerk       W. Grant Farrar, Corporation Counsel
MEETING MINUTES
Liquor Control Board
Wednesday, January 31, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present: Mayor Stephen H. Hagerty (Local Liquor Control Commissioner);
Marion Macbeth; Dick Peach

Members Absent: None

Staff Present: Grant Farrar, Theresa Whittington

Others Present: Lenice Levy (Good to Go); Dennis Levy (Good to Go);
Rob Spengler (Board & Brush); Drew Valko (Board & Brush); Shannon Valko (Board & Brush);
Michael binsteil (Binny's); Kevin Gazly (Binny’s); Greg Versch (Binny’s)

Presiding Member: Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER
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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 creation of a new liquor license classification to be tentatively introduced at the City Council meeting on February 26, 2018.

ADJOURNMENT

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 12:28 p.m. January 31, 2018.

Respectfully Submitted,

Theresa Whittington
Liquor Licensing Manager, Legal Department
Memorandum

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

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

Subject: Ordinance 34-O-18, Authorizing the City to Borrow Funds from the Illinois
         Environmental Protection Agency Public Water Supply Loan Program

Date:  February 15, 2018

Recommended Action:
Staff recommends City Council adopt Ordinance 34-O-18 authorizing the City to borrow
funds from the Illinois Environmental Protection Agency (IEPA) Public Water Supply
Loan Program for the construction of the Clearwell 9 Replacement Project. Ordinance
34-O-18 was introduced at the February 26, 2018 City Council meeting.

Funding Source:
This ordinance authorizes the City to borrow up to $25,000,000. The debt service will
be paid from the Water Fund. A copy of the long-term water fund analysis is attached
which includes this loan and the debt service for repayment.

Livability Benefits:
Built Environment: Manage water resources responsibly
Climate & Energy: Improve energy and water efficiency
Health & Safety: Improve emergency prevention and response, Enhance resiliency to
natural and human hazards

Background:
The finished water storage facilities at the Evanston Water Plant serve several
important functions:
  • Provide equalization for system operation
  • Meet regulatory requirements for disinfection contact time
  • Provide emergency storage
The finished water storage facilities at the Evanston Water Plant have sufficient volume to meet all applicable regulatory requirements as well as Evanston’s goal for emergency storage. Clearwell 9, built in 1934, is an important part of achieving these goals, as it provides over half of the finished water storage capacity at the plant. A structural inspection was performed on the clearwell in 2012. Analysis showed significant deterioration and indicated that a replacement would be needed in the near future.

The replacement clearwell will be constructed in approximately the same location as the existing clearwell.

Analysis:
The IEPA has reviewed and approved the project, as indicated in the attached letter dated January 29, 2018, and has also issued a Categorical Exclusion from a detailed environmental review of the project. The attached approval letter from IEPA indicates a number of additional requirements prior to obtaining a loan commitment. Adoption of this ordinance authorizing the City to borrow the funds is one of those requirements.

Attachments:
Ordinance 34-O-18
Water Fund analysis
Project Location Map
IEPA project approval letter dated January 29, 2018
AN ORDINANCE

Authorizing the City to Borrow Funds from the Illinois Environmental Protection Agency Public Water Supply Loan Program

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

SECTION 1: Legislative Statement.

At the time of passage of this ordinance, the City of Evanston, Cook County, Illinois, ("City") operates its potable water system, including all property, real, personal, or otherwise owned or to be owned by the City or under the control of the City, and used for water supply purposes, as well as for any and all further extensions, improvements, and additions to the system; however, expressly excluding property which from time to time is deemed by the City to be no longer useful or necessary to the continued effective and efficient operation of the system or extensions, improvements or additions which are at the time of construction, acquisition and installation expressly excluded from the definition of system hereunder by the City, hereinafter referred to as "System," and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and 30 ILCS 350/1 et seq., the Local Government Debt Reform Act, hereinafter collectively referred to as the "Act."

The City Council has determined that it is advisable, necessary and in the best interests of public health, safety and welfare to improve the System. Said improvements include the following:
Replace an existing 5.0 million gallon treated water storage tank at the Evanston Water Plant. This involves demolishing an existing storage tank and replacing it with a new concrete tank. All improvements are to be constructed in accordance with the plans and specifications prepared by the City of Evanston’s consulting engineer. All work herein described shall be referred to as the “Project”.

The estimated cost of constructing and installing the Project, including engineering, legal, financial, and other related expenses is twenty five million dollars ($25,000,000) and there are insufficient funds on hand and lawfully available to pay such costs. Such costs are expected to be paid for with a loan to the City from the Illinois Environmental Protection Agency, hereinafter referred to as “IEPA,” through the Public Water Supply Loan Program, hereinafter referred to as the “Program,” said loan to be repaid from revenues of the System, and such loan is authorized to be accepted at this time pursuant to the Act.

Pursuant to, and in accordance with, the provisions of the Act, the City is authorized to borrow funds from the Program in the aggregate principal amount of twenty five million dollars ($25,000,000) for the purpose of providing funds to pay the costs of the Project. The loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions, between the City and the IEPA,

SECTION 2: This Ordinance 34-O-18 shall be in full force and effect from and after its passage, approval and publication in the manner provided by law, all pursuant to the Act and including, expressly, the home rule powers of the City pursuant to Section 6(a) of Article VII of the Illinois Constitution of 1970.

SECTION 3: That it is necessary to public health, safety and welfare and in the best interests of the City to construct the Project and that the System continue to be operated in accordance with the provisions of the Act, and that for the purpose of
constructing the Project, it is hereby authorized that funds be borrowed by the City of Evanston in an aggregate principal amount not to exceed twenty five million dollars ($25,000,000).

**SECTION 4:** That, subject to the express provisions of this Ordinance, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Program without the written consent of the IEPA.

**SECTION 5:** That repayment of the loan to the IEPA by the City, pursuant to this Ordinance, is to be solely from the revenues derived from the System, as hereinafter provided; the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation. For the purposes hereof, “revenues” (hereinafter “Revenues”) of the System means all income from whatever source derived from the System, including investment income and the like, connection, permit and inspection fees and the like, user charges of all kinds for the use and service of the System, and including such transfers from the corporate funds or the Water Fund of the City as the City Council shall from time to time determine through the budget and appropriation of such funds, or other proper action; but shall not include non-recurring income from the sale of property of the System, governmental or other grants or loans, and as otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds. The repayment of the loan from the Revenues
shall in all events be made only after provision for the payment of “Operation and Maintenance Costs” of the System, hereby defined to mean all costs of operating, maintaining and routine repair of the System, including such items as wages, salaries, costs of materials and supplies, taxes, power, fuel, insurance, including all payments for such services to be made pursuant to long-term contracts for the provision of such services, but shall not include debt service of any kind, depreciation, any capital reserve requirements, and as otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds. The City hereby pledges the Revenues, after provision has been made for the payment of Operation and Maintenance Costs, to the repayment of the loan; and covenants and agrees to charge such rates and impose such fees and charges for the use and service of the System as shall be sufficient to pay in a timely manner all repayments as required on the load pursuant to the terms of the Loan Agreement.

**SECTION 6:** That the City Council hereby authorizes acceptance of the offer of a loan through the Program, including all terms and conditions of the Loan Agreement (“Loan Agreement”), as well as all special conditions contained therein and made a part thereof by reference. The loan funds awarded shall be used solely for the purpose of the Project as approved by the IEPA in accordance with the terms and conditions of the Loan Agreement.

**SECTION 7:** That the City Manager is hereby authorized and directed to execute the Loan Agreement with the IEPA and to negotiate any additional terms or conditions deemed to be in the best interests of the City.
SECTION 8: That the City hereby covenants and agrees that the Revenues, after a provision is made for the payment of Operation and Maintenance Costs, are a dedicated source of funds for the repayment of the loan, as evidenced by the Loan Agreement. The City reserves the right, without limitation of any kind, to issue obligations ("Obligations") of any kind (including bonds, notes, or other obligations by whatever name and including all loans) payable from the Revenues and prior in lien to, on a parity of lien with, or subordinate in lien to the lien on the Revenues for the repayment of the loan as provided in the Loan Agreement, as shall be determined by the City Council; provided, however, that any covenants or agreements made by the City for the benefit of the holders of such Obligations shall, at the time of the incurring of such Obligations, also be made in a similar manner for the benefit of the obligation to repay the loan as represented by the Loan Agreement.

The City intends that the obligation to repay the loan as evidenced in the Loan Agreement shall bear interest as provided therein on a basis which is not tax-exempt under the provision of the Internal Revenue Code of 1986, and the officers of the City charged with the execution of the Loan Agreement shall act in accordance with this stated intent.

SECTION 9: That if any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10: All ordinances or resolutions, or parts thereof, in conflict herewith, are hereby repealed.
SECTION 11: As long as the City has outstanding revenue bonds payable from revenues of the System that are senior to the revenue bond authorized by this Ordinance, the City shall maintain an account, coverage and reserves equivalent to the accounts, coverage and reserves required by the outstanding ordinances.

Introduced: _________________, 2018
Adopted: _________________, 2018

Approved: _________________, 2018

_______________________________
Stephen Hagerty, Mayor

Attest: 

Approved as to form:

_______________________________
Devon Reid, City Clerk

W. Grant Farrar, Corporation Counsel
<table>
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<tr>
<th>FY 2017</th>
<th>FY 2018</th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
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<td>Expenses</td>
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<td>Water OM&amp;R 2</td>
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<td>$29,888,219</td>
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<td>$31,801,201</td>
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**NOTES:**
1. Evanston Retail Water Sale revenue and increased revenue from the Northwest Water Commission (a component of the Wholesale Water Rates revenue line item) will be used to repay the loan.
2. Anticipated IEPA loan proceeds for all other IEPA loan funded projects (including projects already under construction prior to 2017 as well as future projects).
3. The capital improvements budget includes approximately $3.5 million for annual water main replacement (increased annually for inflation), plus additional costs for water treatment and storage improvements.
4. Conservatively estimated using the planning estimate of $33,000,000 with 1.76% interest rate and 20-year repayment period.
## CITY OF EVANSTON

**TREATED WATER STORAGE IMPROVEMENTS\nPWSLP LOAN APPLICATION - L17-5108**

### WATER FUND REVENUE AND REPAYMENT SCHEDULE

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<tr>
<th></th>
<th>FY 2028 Projected</th>
<th>FY 2029 Projected</th>
<th>FY 2030 Projected</th>
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<tr>
<td>Evanston Retail Sales</td>
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<td>$12,323,427</td>
<td>$12,323,427</td>
<td>$12,323,427</td>
<td>$12,323,427</td>
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<td>$12,323,427</td>
<td>$12,323,427</td>
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<tr>
<td>Other Operating Revenue</td>
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<td>IEPA Loan Proceeds (L17-5108) &amp; Other Projects</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<td>$0</td>
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</tbody>
</table>

| **Expenses**         |                           |                           |                           |                           |                           |                           |                           |                           |                           |                           |                           |
| Water OM&R           | $18,913,713               | $19,964,201               | $20,038,637               | $21,192,007               | $21,302,927               | $22,091,139               | $22,653,214               | $23,428,252               | $24,243,560               | $25,001,552               | $25,785,201               |
| Capital Improvements  | $4,976,000                | $5,125,000                | $5,437,000                | $6,500,000                | $6,968,000                | $5,941,000                | $6,120,000                | $6,753,000                | $6,492,000                | $6,687,000                |                           |
| Total Water Storage Imps (L17-5108) & Additional IEPA Loans & GO Bonds | $0                       | $0                       | $0                       | $0                       | $0                       | $0                       | $0                       | $0                       | $0                       | $0                       | $0                       |
| Debt Service (Existing) | $1,639,227               | $1,641,463               | $1,573,580               | $1,334,868               | $1,032,857               | $883,836                 | $615,682                 | $443,707                 | $138,587                 | $0                       | $0                       |
| Total Expenses       | $30,404,275              | $31,606,000              | $33,065,385              | $33,035,192              | $34,133,130              | $34,967,331              | $34,353,385              | $35,039,270              | $37,065,601              | $36,286,068              | $36,773,574              |

### NOTES:
1. Evanston Retail Water Sale revenue and increased revenue from the Northwest Water Commission (a component of the Wholesale Water Rates revenue line item) will be used to repay the loan.
2. Anticipated IEPA loan proceeds for all other IEPA loan funded projects (including projects already under construction prior to 2017 as well as future projects).
3. The capital improvements budget includes approximately $3.5 million for annual water main replacement (increased annually for inflation), plus additional costs for water treatment and storage improvements.
4. Conservatively estimated using the planning estimate of $33,000,000 with 1.76% interest rate and 20-year repayment period.
Mr. Wally Bobkiewicz, Manager
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

Re: Evanston/L175108
Project Plan Approval

Dear Mr. Bobkiewicz:

In accordance with the provisions of Title 35 Illinois Administrative Code Part 662.330, the Agency hereby confirms the findings of the Categorical Exclusion for the above referenced project planning. Having provided adequate opportunity for public comment on the proposed project and having received none, the Agency finds that no modification to either the project plan or the Agency's assessment is required. The Agency therefore grants approval of the project plan.

This Planning Approval is an important step toward obtaining Public Water Supply Loan Program (PWSLP) funding; however, a number of additional requirements must be met before a loan commitment is achieved. Before proceeding toward the bidding of construction contracts, you should be in direct contact with your Project Manager to assure that sufficient progress has been made towards satisfying these additional requirements as defined in Section 662.350 of the Loan Rules.

If you have any questions, please feel free to contact Lanina Clark of the Infrastructure Financial Assistance Section at the telephone number indicated above.

Sincerely,

Gary Bingemer, P.E., Manager
Infrastructure Financial Assistance Section
Bureau of Water

GB:lc_Drinking Water_Project Plan Approval_Evanston_5108.docx

cc: City of Evanston, Paul Moyano, P.E.
Clerk, City of Evanston
Memorandum

To: Honorable Mayor and Members of the City Council

From: Grant Farrar, Corporation Counsel

Subject: Ordinance 11-O-18 - Amending City Code Title 1, Chapter 8

Date: February 26, 2018

Recommended Action:
City staff recommends City Council adoption of Ordinance 11-O-18 which amends Title 1, Chapter 8 of the City Code to reflect current City operations with respect to the Finance Division. Ordinance 11-O-18 was introduced at the February 26, 2018 City Council meeting.

Livability Benefit

Summary
The City Code revisions provided in Ordinance 11-O-18 are necessary to reflect the current organization of City government and operations with respect to finance. Finance is no longer a separate department and is now a division within the City Manager’s Office. The Chief Financial Officer is the manager of the Finance Division and reports to the City Manager.

Legislative History
N/A

Attachments:
Ordinance 11-O-18
AN ORDINANCE

Amending City Code Title 1, Chapter 11 to Update the Chapter to Current the City Organization and Operational Functions with the Finance Division

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

SECTION 1: Title 1, Chapter 11 of the City Code of 2012 is hereby amended to read as follows:

CHAPTER 11 – FINANCE DIVISION DEPARTMENT

SECTION:

1-11-1. - CREATION AND COMPOSITION.

There is hereby created an executive department devoted to finance and budgeting referred to as the Finance Division which shall be known as the Finance Division. This Department must be administered by the Chief Financial Officer who shall also be the City Treasurer for purposes of statutory duties provided in the Illinois Municipal Code, 65 ILCS 5/1 et seq. Other members of the Finance Division shall be the duly appointed deputies and employees assigned thereto.

1-11-2. – CHIEF FINANCIAL OFFICER FINANCE DIRECTOR.

The Chief Financial Officer shall be charged with the responsibility of causing all financial records and accounts of the City to be duly kept. The accounts must show at all times the financial condition of the City, including the estimated revenues, actual revenues, appropriations and expenditures of all municipal funds. He/she is responsible for filing each year, in the manner required by law, file a certified copy of the tax levy ordinance with the County Clerk of Cook County, and take such actions to publish or file any related ordinances or resolutions as is required by law.
1-11-3. - DUTIES OF CHIEF FINANCIAL OFFICER FINANCE DIRECTOR AND CITY COMPTROLLER.

(A) The Chief Financial Officer/Finance Director/City Treasurer City Comptroller shall have the must responsibly ility to safeguard, conserve and protect the financial assets of the City.

(B) Custody of Books and Papers. The Chief Financial Officer Finance Director/City Treasurer Comptroller must shall have the take charge, custody and control of all deeds, leases, warrants, vouchers, books and papers, the custody and control of which is not given to any other officer.

(C) Special Assessments. The Chief Financial Officer Finance Director/City Comptroller must assume shall have the accounting responsibilities associated with special assessments as determined by the Board of Local Improvements set forth in Title 7, 15, Chapter 15-7 of this Code.

(D) Additional Duties. The Chief Financial Officer Finance Director/City Comptroller must shall perform such other duties and be subject to such other rules and regulations as the City Council or the City Manager may, from time to time, provide and establish.

1-11-4. - ANNUAL AUDIT.

As soon as practicable at the close of the year, and no later than six (6) months thereafter, there must shall be an audit of all accounts of the City made by a competent person authorized to act as an auditor under the laws of the State, to be designated by the City Council. Copies of such audit report mustshall be filed with the City Clerk and with the State Comptroller and in such other places as may be required by law.

1-11-5. - BUDGET POLICY.

(A) Fiscal Year. The 2011 fiscal year of the City shall begin March 1, 2011 and close on December 31, 2011. Beginning on January 1, 2012, the fiscal year of the City shall commence on January 1 of each year and close on December 31 of each year.

(B) Passage of Annual Budget. The annual budget must shall be adopted by the City Council before the beginning of the fiscal year to which it applies. Passage of the annual budget must shall be completed in lieu of passage of the appropriation ordinance heretofore annually enacted. The annual budget must shall be published in the manner provided in Subsection (G) below.

(C) Budget Manager Officer. There is hereby created the office of Budget Manager Officer. The Budget Manager Officer shall be is appointed by the City Manager and shall must perform such duties as are assigned by the City Manager and as set forth in Section 1-8-3 (D) of this Code and required by the Illinois Municipal Code.
(D) **Compilation and Contents of Budget.** On or before October 31 of each year beginning in 2011, the City Manager shall submit to the City Council an annual Municipal budget, such budget to contain estimates of revenues available to the City Municipality for the fiscal year for which the budget is drafted, together with recommended expenditures for the City Municipality and all of the City's departments, commissions and boards. Revenue estimates and expenditure recommendations must be presented in a manner which is in conformity with standard good fiscal management practices. Each fiscal year budget shall show the specific fund(s) from which each anticipated expenditure shall be made.

(E) **Funds for Contingency Purpose.** The annual budget may contain money set aside for contingency purposes not to exceed ten (10) percent of the total budget.

(F) **Revision of Annual Budget.** The Municipal Budget Manager, subject to approval by the City Manager, shall be granted the power to revise the budget within any separate fund as may be required. The corporate authorities, by a vote of two-thirds (2/3) of the members then holding office, shall have the authority to revise the budget by transferring monies from one fund to another or adding to any fund. No revisions of the annual budget shall be presented if increasing the budget in the event monies are not available to do so.

(G) **Public Hearing, Notice and Inspection of Budget.** At least one public hearing shall be held by the City Council on the tentative annual budget prior to final action by the City Council. Notice of this hearing shall be given by publication in a newspaper having a general circulation in the City at least ten (10) days prior to the time of the public hearing. Copies of the tentative annual budget shall be made available for public inspection in printed or typewritten form in the office of the City Clerk for at least ten (10) days prior to the hearing. After said hearing, the tentative budget may be further revised and passed without further notice, inspection or hearing.

(H) **Abandonment.** This Section may be abandoned only by a vote of two-thirds (2/3) of the corporate authorities then holding office.

**SECTION 2:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3:** If any provision of this Ordinance 11-O-18 or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity must not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid application of this Ordinance is severable.
SECTION 4: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and must be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 5: Ordinance 11-O-18 is in full force and effect after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018
Adopted: _________________, 2018

Approved: ________________________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

______________________________
Devon Reid, City Clerk

______________________________
W. Grant Farrar, Corporation Counsel
For City Council Meeting of March 12, 2018
Sherman Plaza Parking Garage Rooftop Fence
For Discussion

Memorandum

To: Administration & Public Works Committee
From: Wally Bobkiewicz, City Manager
Subject: Sherman Plaza Parking Garage Rooftop Fence
Date: March 12, 2018

Summary
At the February 12, 2018 City Council meeting Alderman Fiske requested that the topic of fencing for the rooftop of the Sherman Plaza Parking Garage be brought back for discussion due to another recent event at the garage involving a potential suicide that was successfully thwarted with police intervention.

Background:
On May 5, 2014, a meeting was held on the upper deck of the Sherman Plaza parking garage with Henry Goldman, President of the Residents of Sherman Plaza Condominium Association. City representation included Wally Bobkiewicz, Alderman Judy Fiske, Richard Eddington, Martin Lyons and Rickey Voss. The meeting was held to discuss the condo association’s continuing concerns regarding individuals who frequent the upper deck of the parking garage, throw objects and sit on the unprotected perimeter walls. A number of incidents had been reported.

As a result of the meeting, staff secured bids for a chain link fence that would not exceed a height of 72” from the upper deck surface and to enclose the upper deck perimeter to deter persons from sitting on the perimeter walls and other unacceptable behavior. On June 23, 2014, staff recommended City Council authorize the City Manager to purchase and install fencing on the upper deck of the Sherman Parking Garage in the amount of $24,719.00 from Custom Built Commercial Fence Corporation (721 N. Seminary Ave., Park Ridge 60068). However, this purchase was not approved at that time.

On January 9, 2017, City Council reconsidered the purchase of fencing on the upper deck of the Sherman Parking Garage. No action was taken.

Attachments
Fence Purchase Request from City Council meeting of June 23, 2014
Memorandum

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

From: Wally Bobkiewicz, City Manager

Subject: Approval of Fence Purchase for Sherman Parking Garage

Date: June 10, 2014

Recommended Action:
Staff recommends City Council authorize the City Manager to purchase and install fencing on the upper deck of the Sherman Parking Garage in the amount of $24,719.00 from Custom Built Commercial Fence Corporation (721 N. Seminary Ave., Park Ridge 60068).

Funding Source:
Funding will be from the Parking Fund (700506.65515) in the amount of $24,719.00

Summary:
On May 5, 2014, a meeting was held on the upper deck of the Sherman Plaza parking garage with Henry Goldman, President of the Residents of Sherman Plaza Condominium Association. City representation included Wally Bobkiewicz, Alderman Judy Fiske, Richard Eddington, Martin Lyons and Rickey Voss. The meeting was held to discuss the condo association’s continuing concerns regarding individuals who frequent the upper deck of the parking garage, throw objects and sit on the unprotected perimeter walls. It was reported that on April 19, 2014, a number of individuals were observed throwing objects off the roof on the Benson Avenue side of the parking deck. Parking garage security staff reported that they escorted three (3) groups of youths from the rooftop on Saturday, May 3, 2014. Since the May 5, 2014 meeting, three (3) high school students were escorted from the roof as they were observed sitting on the perimeter wall.

As a result of the meeting, I directed staff to secure bids for a chain link fence that would not exceed a height of 72" from the upper deck surface and to enclose the upper deck perimeter to deter a person(s) from sitting on the perimeter walls and other unacceptable behavior.

I believe this is an important safety improvement to be made to the garage.

Public Works received two (2) quotations for the proposed project, which are attached.
Attachments
Pricing Midwest Fence Corporation
Pricing Custom Built Commercial Fence Corporation
M/W/EBE Memorandum
MIDWEST FENCE Corporation
FENCE & GUARD RAIL CONTRACTORS
900 N. KEDZIE AVENUE • CHICAGO, IL 60651 4187
TEL 773 / 722-6616 • FAX 773 / 722-6626

May 17, 2014

<table>
<thead>
<tr>
<th>TO</th>
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</thead>
<tbody>
<tr>
<td>SITE</td>
<td>PARKING GARAGE 821 DAVIS EVANSTON IL 60201</td>
</tr>
<tr>
<td>ATTN</td>
<td>ANIL KHATKHATE EMAIL <a href="mailto:akhatkhate@cityofevanston.org">akhatkhate@cityofevanston.org</a> PHONE 847 866 2975 EXT CELL 773 230 3700</td>
</tr>
<tr>
<td></td>
<td>FAX 847 866 2961 EXT ALT</td>
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<thead>
<tr>
<th>STYLE</th>
<th>PIPE WGT</th>
<th>HGT OA</th>
<th>MESH &amp; GA</th>
<th>COAT</th>
<th>SELVAGE TOP/BOT</th>
<th>POST SIZE</th>
<th>POST SPACE</th>
<th>T&amp;B RAILS</th>
<th>COIL T/B</th>
<th>BARBWIRE COAT/SPACE</th>
</tr>
</thead>
<tbody>
<tr>
<td>420</td>
<td>SS 40</td>
<td>42&quot;</td>
<td>2 X 9</td>
<td>BLK</td>
<td>K - K</td>
<td>2-1/2&quot;</td>
<td>8'</td>
<td>1 - 5/8</td>
<td></td>
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510 LINEAL FEET COMPLETE FENCE 42" FABRIC WITH TOP AND BOTTOM RAILS
4 END POSTS 3" O.D.
1 CORNER POSTS 3" O.D.
72 LINE POSTS 2-1/2" O.D. SPACED 8' O.C.
ALL BLACK VINYL FENCE FUSED AND BONDED 2" X 9 GA CORE. PIPE IS VINYL COATED
FENCE FRAMEWORK IS ALLIED SS40, INDUSTRIAL QUALITY, GALVANIZED STEEL PIPE.
FENCE POSTS WILL BE ANCHORED TO CONCRETE WALL WITH TWO WALL BRACKETS
AT EACH POST. EACH BRACKET WILL HAVE TWO 1/2" THREADED RODS EPOXY SET
WITH 3" EMBEDEMENT. BRACKETS WILL BE PAINTED BLACK

EXCLUSIONS: PERMITS, TAX, SCANNING OF CONCRETE,

FOR THE SUM OF $44,244.00

ALTERNATE: 1
FURNISH AND INSTALL FLATTENED EXPANDED METAL ATTACHED TO HAND RAIL ON SECOND FLOOR LANDING.
EXPANDED METAL WILL BE PAINTED BLACK AND WELDED TO THE SOUTH SIDE OF THE SOUTH RAILING. IT
WILL BE PLACED FROM THE UNDERSIDE OF THE TOP RAIL TO THE CONCRETE DECK

FOR THE SUM OF $ 1,260.00

ALTERNATE #2
SAME AS ALTERNATE # 1 EXCEPT INSTALL BLACK VINLY COATED MINI MESH THAT WOULD BE TEK SCREWED
TO THE RAILING.

FOR THE SUM OF $ 884.00

PRICES ARE F.O.B. JOBSITE.
TERMS NET: 10 DAYS UPON COMPLETION

ACCEPTED: ________________________________________
BY: ________________________________________
DATE: ________________________________________

MIDWEST FENCE CORPORATION

**INSURANCE LIMITS ATTACHED**

BY: ____________________________
TIMOTHY M. BELL

file: /proposal/tmb/city of evanston03 parking garage 821 davis 5-19-14.doc
### Proposal

**JOB**  Sherman & Davis Parking Lot Roof-Top Fence  
**LOCATION**  Evanston, IL  
**FIRM**  City of Evanston  
**ADDRESS**  Anil Khatkhate  
**CITY/STATE/ZIP**  2100 Ridge Ave.  
**Attn:**  Evanston, IL 60201  
**PHONE**  847-634-6370 Cell 847-275-7571 Fax 847-384-0230  

### WORK INCLUDED

<table>
<thead>
<tr>
<th>Description</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furnish &amp; Install approx. 512' of 2x8x42&quot; black, fuse bonded vinyl coated, chain link fence system. Including:</td>
<td>$23,969.00</td>
</tr>
<tr>
<td>1-5/8 top &amp; bottom rail; 3&quot; line &amp; terminal posts and caps. 42&quot; H fence to be installed 30&quot; above concrete deck. Posts to be bolted to wall with brackets (see note) with through bolts connecting bracket to post.</td>
<td></td>
</tr>
<tr>
<td>Proposal includes fee for engineering stamp for the brackets, and includes the custom made brackets.</td>
<td></td>
</tr>
<tr>
<td>Stair Well Landing Work: Weld Steel Mesh to Stair Landing</td>
<td>$750.00</td>
</tr>
</tbody>
</table>

**TOTAL**  $24,719.00  

### Other Info:


**Other Contact Info:**  John's Email: fenceman0779@aol.com. Web Site: www.custombuiltfence-deck.com  
Jan Tomassone-Bach: 847-634-6370 or 847-698-3654 jan5975@ameritech.net
To: Wally Bobkiewicz, City Manager
From: Tammi Turner, Purchasing Manager
Subject: Fence Purchase for Sherman Parking Garage
Date: June 23, 2014

The goal of the Minority, Women, and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City has established a 25% M/W/EBE subcontracting participation goal for general contractors. However, Custom Built Commercial Fence Corporation precludes subcontracting opportunities. Therefore, a waiver is granted.

Cc: Martin Lyons, Assistant City Manager/CFO
Ashley Porta, Budget Manager
AGENDA

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN WYNNE, CHAIR

II. APPROVAL OF REGULAR MEETING MINUTES OF FEBRUARY 26, 2018

III. ITEMS FOR CONSIDERATION

(P1) Ordinance 39-O-18, Granting Major Zoning Relief for a New 2-story, 134,200 square foot Community Center at 1801 Main St., the New Robert Crown Community Center
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 39-O-18 granting major zoning relief to construct a 2-story, 134,200 sq. ft. community center (with ice rinks, gymnasium, public library, preschool, multipurpose rooms) and exterior site work including new parking lot, athletic fields and landscaping in the OS Open Space District. The applicant requests: a Floor Area Ratio (FAR) of 0.18 where a maximum FAR of 0.15 is allowed; 229 off-street parking spaces where a minimum of 334 off-street parking spaces are required; zero loading docks where a minimum of 2 long loading docks are required. The applicant has complied with all other zoning requirements, and meets all of the standards for major variation in the OS Open Space District.
For Introduction

(P2) Ordinance 40-O-18, Amending the City Code, “Permitted Obstructions in Required Yards: General Provisions” Relating to Front Porches
The Plan Commission and staff recommend approval of Ordinance 40-O-18 to amend the Zoning Ordinance to reduce the required front yard setback for porches in order to allow front porches with a usable depth without the need for zoning relief.
For Introduction
(P3) **Ordinance 12-O-18: Amending City Code Title 4, Chapter 13, “Floodplain Regulations”**
Staff recommends City Council approval of Ordinance 12-O-18, amending portions of Title 4, Chapter 13 of the Evanston City Code, “Floodplain Regulations.” Staff is proposing amendments that would strengthen regulations addressing permit review and construction concerns on lakefront restoration projects.
**For Introduction**

**IV. ITEMS FOR DISCUSSION**

**V. COMMUNICATIONS**

**VI. ADJOURNMENT**
Planning & Development Committee Meeting
Minutes of February 26, 2018
7:15 p.m.
James C. Lytle Council Chambers - Lorraine H. Morton Civic Center


STAFF PRESENT: M. Masoncup, E. Storlie, S. Mangum

OTHERS PRESENT:

PRESIDING OFFICIAL: Ald. Wynne

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN WYNNE, CHAIR
A quorum being present, Ald. Wynne called the meeting to order at 7:19 p.m.

II. APPROVAL OF REGULAR MEETING MINUTES OF FEBRUARY 12, 2018
Ald. Revelle moved to approve the minutes of the February 12, 2018 meeting, seconded by Ald. Rue Simmons.

The committee voted unanimously 7-0, to approve the February 12, 2018 minutes.

III. ITEMS FOR CONSIDERATION
Ald. Wynne noted that the applicant withdrew the vacation rental at 710 Madison Street, item P2, prior to the meeting.

(P1) Vacation Rental License for 1827 Dobson Street
City staff recommends approval of a Vacation Rental License for the property located at 1827 Dobson Street. The Vacation Rental meets all of the Standards and Procedures for license approval.

For Action

In response to Ald. Rainey, Joan Clacken, property owner stated that she had not received any negative feedback from neighbors and explained that she would have an office in the two-bedroom townhouse but would not reside at the location. The property could be rented daily, weekly, or monthly. A housekeeper and maintenance person would be used.

In response to an inquiry by Ald. Fiske, Deputy City Attorney Mansoncup stated that the 30-day limit would be enforced on a complaint basis.
Assistant City Manager Storlie noted that staff could discuss solutions to the 30-day limit with Air BnB.

Ald. Wilson moved approval of the item, seconded by Ald. Rue Simmons. The Committee voted, 6-1 to recommend approval.

(P2) **Vacation Rental License for 710 Madison Street**
City staff recommends approval of a Vacation Rental License for the property located at 710 Madison Street. The Vacation Rental meets all of the Standards and Procedures for license approval.

**For Action**

IV. **ITEMS FOR DISCUSSION**

V. **COMMUNICATIONS**
There were no communications.

VI. **ADJOURNMENT**
Ald. Wilson moved to adjourn, seconded by Ald. Rue Simmons. The meeting adjourned at 7:30 p.m.

Respectfully submitted,
Scott Mangum
Planning and Zoning Administrator
Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Erika Storlie, Assistant City Manager/ Acting Director of Community Development
Scott Mangum, Planning and Zoning Administrator
Michael Griffith, Development Planner

Subject: Ordinance 39-O-18, Granting Major Zoning Relief for a New 2-story, 134,200 sq. ft. Community Center at 1801 Main St., new Robert Crown Community Center

Date: February 28, 2018

Recommended Action
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 39-O-18 granting major zoning relief to construct a 2-story, 134,200 sq. ft. community center (with ice rinks, gymnasium, public library, preschool, multi-purpose rooms) and exterior site work including new parking lot, athletic fields and landscaping in the OS Open Space District. The applicant requests a FAR of 0.18 where a maximum FAR of 0.15 is allowed (Zoning Code Section 6-15-9-6), to provide 229 off-street parking spaces where a minimum of 334 off-street parking spaces are required (Zoning Code Section 6-16-3-5, Table 16-B), to provide zero loading docks where a minimum of 2 long loading docks are required (Zoning Code Section 6-16-5, Table 16-E). The applicant has complied with all other zoning requirements, and meets all of the standards for major variation in the OS Open Space District.

Livability Benefits
Built Environment: Enhance Public Spaces
Education, Arts & Community: Provide Quality Education from Cradle to Career
Health & Safety: Promote Healthy, Active Lifestyles

Summary
The applicant proposes to demolish the existing Robert Crown Community Center and build a new community center at the southwest corner of the park which will be 2-stories, 134,200 square feet and will include two ice rinks, a gymnasium, library, preschool and multi-purpose rooms. The existing athletic fields will be replaced with new
turf fields, the existing tennis courts will remain with 225,700 square feet of outdoor recreation space.

A new parking lot will be constructed with 229 parking spaces with two entrances off of Main Street.

In the OS district, the maximum permitted FAR is 0.15, applicant proposes an FAR of 0.18. The new community center is proposed to be 134,200 net square feet, with 127,800 gross square feet contributing to FAR, 105,390 gross square feet is compliant. The following areas are excluded from the FAR calculation: elevator shafts, stairwells, space used solely for heating, cooling, mechanical, electrical and mechanical penthouses, refuse rooms and uses accessory to the building, per Section 6-18-3 (Definitions).

To determine the required amount of parking, the standard for Health, Fitness and Recreation Facilities was used, Section 6-16-3-5, Table 16-B. The required number of parking spaces is 334:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
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<tbody>
<tr>
<td>Community center: 2/1,000 GSF</td>
<td>111 spaces required (55,600 GSF)</td>
<td>256 spaces required (127,800 GSF)</td>
</tr>
<tr>
<td>Outdoor recreation: 1/3,000 GSF</td>
<td>117 spaces required (350,000 GSF)</td>
<td>78 spaces required (233,200 GSF)</td>
</tr>
<tr>
<td>Total required:</td>
<td>228</td>
<td>334</td>
</tr>
<tr>
<td>Parking spaces provided:</td>
<td>148</td>
<td>229</td>
</tr>
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The applicant proposes a total of 229 parking spaces. The applicant has provided a traffic and parking study indicating the peak parking demand is 225 parking spaces and is expected to occur during the Spring/Summer/Fall seasons, weekdays between 5:00-6:00 pm. The applicant notes in their Program Study that the existing and proposed seating capacity remains the same, 1,000.

To address parking for large events which trigger a higher parking demand than anticipated for typical events, the applicant proposes customers will be directed to the Evanston Plaza parking lot, located at the intersection of Dempster Street and Dodge Avenue, and shuttled to the community center on City owned buses. The applicant should indicate how often large events triggering remote parking is expected to occur.

The total number of parking spaces provided includes 7 handicapped accessible parking spaces, which is compliant per Section 6-16-3-5, Table 16-C. Parking space dimensions are compliant.
The applicant had requested relief to reduce the minimum required two-way driveway aisle width from 24’ to 23’. The Zoning Board of Appeals recommended denial of that variation and the applicant has revised the site plan to meet the standard.

To determine the required amount and size of loading docks, the standard for Auditoriums was used since it is a use most similar to the proposed facility since there is not a standard specific to a community center or recreational center, Section 6-16-5, Table 16-E. A minimum of 2 long loading docks are required.

<table>
<thead>
<tr>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 short/10,000-20,000 GSF, 1 long 20,001-100,000 GSF, 1 long for each additional 100,000 GSF</td>
<td>1 long required (55,600 GSF)</td>
<td>0 proposed (127,800 GSF)</td>
</tr>
<tr>
<td>Total required:</td>
<td>1 long</td>
<td>2 long</td>
</tr>
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</table>

The applicant does not propose any loading docks. However, the site plan provides a loading area at the northeast corner of the building with a service drive to Lee Street. The applicant notes in their Program Study, the existing facility does not have a loading dock and has similar programing planned for the new facility. The minimum required dimensions for a long loading dock are 12’x50’. The proposed service area appears to provide a comparable space for a long loading dock, but should be dimensioned on the site plan to confirm. The service area will be set back approximately 110’ from the north and 154’ from the west property lines and screened by existing tennis courts and landscaping. The site plan shows an area planted with trees to the east of the tennis courts, between Lee Street and the service area.

The use is not abutting a residential use, therefore, there is not a maximum building height requirement per Section 6-15-9-7. The proposed building height is 44.3’.
Legislative History
February 20, 2018: The ZBA recommended unanimous approval of the variations for FAR, number of parking spaces, and number of loading docks. The ZBA recommended denial of the parking drive-aisle variation and the applicant has revised the site plan to meet the standard.

Attachments
Proposed Ordinance 39-O-18
February 20, 2018 Draft ZBA Meeting Minutes Excerpt
ZBA Findings
Revised site plan, dated February 23, 2018
Link to February 20, 2018 ZBA Packet:
https://www.cityofevanston.org/government/agendas-minutes/zoning-board-of-appeals
39-O-18
AN ORDINANCE
Granting Three Major Variations Related to 1801 Main Street in the
OS Open Space District

WHEREAS, Brian Foote (the “Applicant”), architect of the property
commonly known as 1801 Main Street (the “Subject Property”), located within the OS
Open Space Zoning District and legally described in Exhibit A, attached hereto and
incorporated herein by reference, submitted an application seeking approval of three
Major Variations to zoning requirements imposed by Subsection 6-8-1-9 of the
Evanston City Code of 2012, as amended (the “Zoning Ordinance”); and

WHEREAS, the Applicant requests the following Major Variations:

(A) The Applicant requests to construct a two story community center with a floor
area ratio (“FAR”) of 0.18 where a maximum FAR of 0.15 is permitted;

(B) The Applicant requests to provide two hundred twenty-nine (229) off-street
parking spaces where a minimum of three hundred thirty-four (334) off-street
parking spaces are required;

(C) The Applicant requests to provide zero (0) loading docks where a minimum of
two (2) long loading docks are required; and

WHEREAS, on February 20, 2018, the Zoning Board of Appeals (“ZBA”),
pursuant to proper notice, held a public hearing in case no. 17ZMJV-0110 to consider
the submitted application, received testimony, and made written records and findings
that the application did meet the standards for Major Variations set forth in Subsection
6-3-8-12-(E) of the Zoning Ordinance and recommended City Council grant the Major
Variations; and

WHEREAS, at its meeting of March 12, 2018, the Planning and Development (“P&D”) Committee of the City Council received input from the public, carefully considered the ZBA’s record and findings and recommended the City Council accept the ZBA’s recommendation and approve the Major Variations in case no. 17ZMJV-0110; and

WHEREAS, at its meetings of March 12, 2017 and March 26, 2018, the City Council considered and adopted the recommendation of the P&D Committee,

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

SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: The City Council 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 Major Variations on the Subject Property applied for in case no. 17ZMJV-0110 and described hereinabove.

SECTION 3: The Major Variations approved hereby are as follows:

(A) Approval to allow construction of a two story community center with an FAR of 0.18 on the Subject Property. Subsection 6-15-9-6 requires a maximum FAR of 0.15.
(B) Approval to allow two hundred twenty-nine (229) off-street parking spaces on the Subject Property. Table 16-B of Subsection 6-16-3-5 requires a minimum of three hundred thirty-four (334) off-street parking spaces.

(C) Approval to allow zero (0) loading docks on the Subject Property. Table 16-E of Subsection 6-16-5 requires a minimum of two (2) loading docks.

SECTION 4: Pursuant to Subsection 6-3-8-14 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Major Variations granted hereby, violation of any of which shall constitute grounds for penalties or revocation thereof pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

(A) Compliance with Requirements: The Applicant shall develop and use the Subject Property in substantial compliance with all applicable legislation, with the testimony and representations of the Applicant to the ZBA, the P&D Committee, and the City Council, and the approved plans and documents on file in this case.

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: Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same.

SECTION 7: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
SECTION 8: All ordinances or parts of ordinances in conflict herewith 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 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:______________, 2018
Adopted:_________________, 2018
Approved:__________________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:

_______________________________
W. Grant Farrar, Corporation Counsel
EXHIBIT A

Legal Description

That part of Lots 1 through 13, both included, in Block 1, Lots 1 through 13, both included, in Block 2, Lots 1 through 13, both included, in Block 3, along with that part of Darrow Avenue, Dewey Avenue, and the 16 foot alleys in said Blocks 1, 2, and 3, except the West 7 feet of Block 3, all in Pitner and Sons Second Addition to Evanston, being a Subdivision of the North Half of the North Half of the Southeast Quarter and the South Half of the South Half of the Southwest Quarter of the Northeast Quarter of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian, AND ALSO part of Vacated Dunn's Subdivision, and Vacated Albert Pick's Subdivision, both in the Northeast Quarter of said Section 24, described as follows: Beginning at the Southeast corner of Lot 4 in Block 1 of said Pitner and Son's second Addition to Evanston; thence South 88 degrees 15 minutes 40 seconds West along the South line of said Subdivision, also being the North line of Main Street, 1,196.73 feet to a point on the South line of Lot 10, Block 3 in said Subdivision, 7.00 feet East of the West line of said Lot 10, said Point also being on the East line of Dodge Avenue as widened; thence North 00 degrees 23 minutes 28 seconds East along the East line of the West 7 feet of said Block 3, and the East line of said Dodge Avenue, 587.26 feet to the South line of Lee Street; thence North 88 degrees 14 minutes 45 seconds East 1,197.11 feet to the Southwest corner of said Lee Street and Florence Avenue; thence South 00 degrees 25 minutes 39 seconds West along the West line of said Florence Avenue and the East line of said Block 1, 587.59 feet to the Point of Beginning, all in Cook County, Illinois. Said Parcel containing 16.13 acres (702,600 sq. ft.), more or less.

PIN(s): 10-24-220-001-0000
          10-24-220-002-0000
          10-24-220-003-0000
          10-24-220-004-0000
          10-24-220-005-0000
          10-24-220-006-0000
          10-24-220-007-0000

Commonly Known As: 1801 Main Street, Evanston, Illinois.
MEETING MINUTES - EXCERPT  
ZONING BOARD OF APPEALS  
Tuesday, February 20, 2018  
7:00 PM  
Civic Center, 2100 Ridge Avenue, Council Chambers  

Members Present: Mary Beth Berns, Myrna Arevalo, Mary McAuley, Violetta Cullen, Scott Gingold  
Members Absent: Lisa Dziekan, Kiril Mirintchev  
Staff Present: Melissa Klotz, Scott Mangum  
Presiding Member: Mary Beth Berns  

1601-1801 block of Main St, including the current 1701 Main St. and proposed 1801 Main St. Robert Crown Community Center ZBA 17ZMJV-0110  
Brian Foote, architect, applies for major zoning relief to construct a 2-story, 133,000 sq. ft. community center (with ice rinks, gymnasium, public library, preschool, multi-purpose rooms) and exterior site work including new parking lot, athletic fields and landscaping in the OS Open Space District. The applicant requests a FAR of 0.18 where a maximum FAR of 0.15 is allowed (Zoning Code Section 6-15-9-6), to provide 225 off-street parking spaces where a minimum of 334 off-street parking spaces are required (Zoning Code Section 6-16-3-5, Table 16-B), to provide 23’ wide two-way drive aisles where a minimum of 24’ is required (Zoning Code Section 6-16-2-7, Table 16-A), to provide zero loading docks where a minimum of 2 long loading docks are required (Zoning Code Section 6-16-5, Table 16-E). The City Council is the determining body for this case.  

Mr. Mangum read the case into the record.  

Andy Tenucchi & Brian Foote, architects, explained the proposal:  
- Request variations for FAR, loading dock, number of parking spaces, and parking drive aisle width.  
- Site will include the new building with two ice rinks, additional indoor uses such as daycare, a parking lot, and numerous outdoor sports fields.  
- Underwent an extensive public process to determine the needs of the community.  
- Building is two stories to keep the footprint small to accommodate the outdoor playing fields.  
- Based on the uses, it was determined the facility needs 225 parking spaces (not the zoning requirement) and the proposal is for 229 parking spaces.  
- The play fields are located as far north as possible to maintain existing mature trees.  
- There is a stormwater deep vent that prohibits the drive aisle from extending further.  
- Between the trees and stormwater vent, only a 23’ drive aisle fits.
• Maximum demand is for a winter event for a 1,000 seat show. There will not be enough parking for that event, so shuttles will take people to parking at Evanston Plaza just like is currently done.
• The loading area will be restricted to service vehicles only. It does not connect to the main parking lot.
• There won’t be much demand for the loading area. Deliveries will be made by box trucks for the vending machines.

Lara Biggs, City Engineer, explained the types of vehicles using the loading area are typically regular City vehicles such as pickup trucks and vans. Other vehicles will be infrequent but occasionally for things like preschool food drop off. The largest will be garbage trucks.

The applicant continued:
• Large equipment to maintain the playing fields will not be stored on-site. Maintenance vehicles will be stored at other City facilities.
• Most playing field equipment like soccer goals will be permanent. A few will not, like a lacrosse goal, and will be stored within the building and walked out when needed.

Chair Berns asked why more parking cannot be added, and the applicant explained the only area that appears where more parking could be added is the green space to the east side, but there is an entire grove of heritage trees that would have to be cut down.

Chair Berns suggested the turning radii for large vehicles is concerning and vehicles will end up cutting across end parking spaces to make turns in the parking lot. She asked if there is 2’ available to make the drive aisles compliant, and suggested different trees with smaller root structures could be planted in the parking lot median that allows for the median to be reduced and the aisle width to comply.

Mr. Gingold agreed that 2’ can be found to fix the aisle width and not create problems for vehicles navigating the parking lot.

Ms. Biggs noted City staff is confident emergency vehicles can make the turns so the 23’ aisle width is adequate. Chair Berns encouraged the applicant to explore other landscaping options that work in a smaller median to comply with the aisle width, and noted her concern is not emergency vehicles, it is more about young inexperienced drivers who will use the facility often. Ms. Biggs responded they will attempt to revise the site plan to find a way to comply with the 24’ aisle width.

Deliberation:
Ms. McAuley noted there has been extensive community outreach, a lot of information and documentation provided, and commended the applicant for everything that has been done so far.
Mr. Gingold agreed with Ms. McAuley, and added that although there is a parking variation for the number of spaces, the parking lot has 50% more spaces than the current parking lot. However, there are ways to accommodate the 24’ aisle width. The other variations are reasonable.

Ms. Cullen stated this is a good project but she is concerned about the parking. Ms. Arevalo agreed, and noted smaller aisle widths can be designed using angled parking, though that would create one-way drive aisles.

Standards:
1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes; (No - parking drive aisle width; Yes – Ms. McAuley)

Mr. Gingold explained the applicant should proceed with the current option and a revised 24’ drive aisle option and let City Council determine which option is most desirable. Chair Berns stated she feels the 23’ drive aisle should be denied with the other variations approved.

Ms. McAuley motioned to recommend approval of all variations with the condition they explore the possibility of expanding the drive aisle width to 24’ by modifying the landscaping; and with substantial compliance with the documents and testimony on record. The motion was not seconded and died.

Mr. Gingold motioned to recommend approval of the FAR, number of parking spaces, and zero loading berths. The motion was seconded by Ms. Cullen and unanimously approved.

Mr. Gingold motioned to recommend approval of the aisle width parking at 23’, which was seconded by Ms. McAuley and voted 1-4 for the parking aisle width variation resulting in a recommendation for denial.
In the case of

**Case Number:** 17ZMJV-0110  
**Address or Location:** 1601-1801 block of Main St, including the current 1701 Main St. and proposed 1801 Main St. Robert Crown Community Center  
**Applicant:** Brian Foote, architect  
**Proposed Zoning Relief:** FAR of 0.18 where a maximum FAR of 0.15 is allowed, to provide 225 off-street parking spaces where a minimum of 334 off-street parking spaces are required, provide zero loading docks where a minimum of 2 long loading docks are required.

After conducting a public hearing on February 20, 2018, 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>
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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>_<strong>X</strong> Met _____Not Met 5-0</td>
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<td>(B) The requested variation is in keeping with the intent of the zoning ordinance;</td>
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is a public benefit;

(F) The alleged difficulty or hardship has not been created by any person having an interest in the property;  

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(G) The requested variation is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty which affects the property;  

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<tr>
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and, based upon these findings, and upon a vote of

5 in favor & 0 against

recommends to the City Council

X approval

 denial

**Attending:**

<table>
<thead>
<tr>
<th>Aye</th>
<th>No</th>
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<td>X</td>
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</tbody>
</table>

Violetta Cullen  X  
Mary Beth Berns X  
Lisa Dziekan  
Kiril Mirintchev  
Scott Gingold X  
Myrna Arevalo X  
Mary McAuley X
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_1_ in favor & _4_ against

recommends to the City Council

____ approval

_X_ denial

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Memorandum

To: Honorable Mayor and Members of the City Council  
Planning and Development Committee

From: Erika Storlie, Assistant City Manager/Acting Community Development  
Director  
Scott Mangum, Planning and Zoning Administrator  
Melissa Klotz, Zoning Planner

Subject: Ordinance 40-O-18  
Zoning Ordinance Text Amendment  
Amend Setback Regulations Pertaining to Porches  
18PLND-0011

Date: March 2, 2018

Recommended Action:
The Plan Commission and staff recommend approval of Ordinance 40-O-18 to amend the Zoning Ordinance to reduce the required front yard setback for porches in order to allow front porches with a usable depth without the need for zoning relief.

Livability Benefits
Education, Arts & Community: Promote a cohesive and connected community  
Health & Safety: Prevent and reduce violence

Background
Porches serve an important role in the community by encouraging eyes on the street and thereby promoting safety and neighborhood involvement, while also often improving the aesthetic appearance of homes. The Evanston housing stock features a wide variety of porches. Currently, the Zoning Ordinance considers porches (enclosed or open) yard obstructions that may extend 10% into any required setback.

The Zoning Ordinance defines a porch as:

An open or enclosed area attached to the building and located between the exterior wall of a building and the right-of-way. A porch may be covered by a roof which may be attached to a side wall or common with the main roof of the building.

Properties that feature a typical 27’ required front yard (house) setback therefore have a 24.3’ required front porch setback which allows for a 2.7’ deep porch. Properties that
feature a smaller required front yard (house) setback due to the average of surrounding
properties are thereby limited to even less than a 2.7’ porch depth, which is not usable.

Given the current regulation, staff sees a multitude of variation requests for front yard
porches. Most requests are approved with a maximum porch depth of 6’, the minimum
usable depth that allows for a table and chairs (as determined by staff).

Proposal Overview
Based on feedback from the Plan Commission and staff research, staff proposes to
amend the Zoning Ordinance to reduce the required front porch setback from allowing a
10% front yard encroachment to the following regulation:

Front porches must maintain a minimum 10 foot front yard setback and
may be the greater of six feet in depth or 25% of the depth of the required
front yard.

When analyzing typical property scenarios, the proposed text amendment produces the
following porch requirement:

(Chart reads as “porch depth = resulting front porch setback”)

<table>
<thead>
<tr>
<th>Required front yard (house) setback*</th>
<th>Current 10% porch encroachment Regulation</th>
<th>25% porch encroachment (porch depth &amp; resulting setback)</th>
<th>6 foot porch depth (porch depth &amp; resulting setback)</th>
<th>New enforced requirement (greater of the options; min. 10 foot setback)</th>
</tr>
</thead>
<tbody>
<tr>
<td>50’</td>
<td>5’ = 45’ setback</td>
<td>12.5’ = 37.5’ setback</td>
<td>6’ = 44’ setback</td>
<td>12.5’ = 37.5’ setback</td>
</tr>
<tr>
<td>27’ (typical)</td>
<td>2.7’ = 24.3’ setback</td>
<td>6.75’ = 20.3’ setback</td>
<td>6’ = 21’ setback</td>
<td>6.75’ = 20.3’ setback</td>
</tr>
<tr>
<td>22’</td>
<td>2.2’ = 19.8’ setback</td>
<td>5.5’ = 16.5’ setback</td>
<td>6’ = 16’ setback</td>
<td>6’ = 16’ setback</td>
</tr>
<tr>
<td>18’</td>
<td>1.8’ = 16.2’ setback</td>
<td>4.5’ = 13.5’ setback</td>
<td>6’ = 12’ setback</td>
<td>6’ = 12’ setback</td>
</tr>
<tr>
<td>12’</td>
<td>1.2’ = 10.8’ setback</td>
<td>3’ = 9’ setback</td>
<td>6’ = 6’ setback</td>
<td>2’ = 10’ setback</td>
</tr>
</tbody>
</table>

* 27” is the typical front yard setback; larger or smaller required front yard setbacks apply when the
average of abutting houses or the block (depending on the situation) are greater than or less than 27”.

The proposed combined regulation of a 25% porch encroachment or 6’ porch depth,
whichever is greater, with a minimum 10 foot setback, results in the grey column. All
scenarios produce a usable porch depth except the last scenario listed in the chart
(bottom row), which would likely be a scenario where any porch depth is inappropriate
since the porch would be extremely close to the front property line. In such cases,
zoning relief may be requested with results determined on a case by case basis.
When comparing the proposed regulation to the current front porch setback requirement, the current regulation results in most porches with unusable depths such as a 1.8 foot deep porch but more appropriate and usable porch depths (often 6 feet or greater) with the new regulation, while still ensuring appropriate setbacks to aesthetically blend with surrounding structures. Although the proposed regulation is less restrictive than the current regulation, the built environment will remain largely the same but with fewer requests for zoning relief. Blocks that feature a variety of front yard setbacks will appear more aligned as differing front porch depths make up the difference.

Most zoning relief for porches are filed as Minor Variations, which includes a $275 application fee (for single family and two-family residential) and a mailing fee that typically ranges from $75-$150. The process takes 4-6 weeks. In 2016 there were six minor variation requests for front porch setbacks, and in 2017 there were nine such requests. One request was denied each year, with the remaining requests approved administratively utilizing the typical 6 foot porch depth so long as a reasonable front yard setback of at least 10 feet remained.

Specifically staff will amend the zoning ordinance as described below:

Section 6-4-1-9. – Yards.

(B) Permitted Obstructions in Required Yards:
  1. General Provisions: Yard obstructions attached to the principal or an accessory structure on a site shall include but are not limited to: permanently roofed terraces or porches, chimneys, bay windows, window-mounted air conditioning units, awnings, canopies, arbors, trellises, balconies, overhanging eaves, unenclosed staircases four (4) feet or more above grade, and enclosed staircases. A yard obstruction is any of these items extending outside of the allowable building envelope and into a required yard. A yard obstruction may extend into no more than ten percent (10%) of the depth of a required yard, except in cases of overhanging roof eaves and gutters for new additions to existing structures, and front porches. In such cases eaves and gutters may be constructed so to match or more closely match the existing roof eave and gutter, provided that such projection does not encroach upon an adjacent lot line. Front porches must maintain a minimum ten (10) foot front yard setback and the allowed porch depth may be the greater of six (6) feet or twenty-five percent (25%) of the depth of the required front yard.

The Comprehensive General Plan states a goal of helping to enhance the existing assets of neighborhoods while recognizing that each neighborhood contributes to the overall social and economic quality of Evanston. This goal includes the objective of
maintaining the appealing character of Evanston’s neighborhoods while guiding their change, with a policy/action to preserve neighborhood character while supporting redevelopment efforts that add to neighborhood desirability. The proposed text amendment follows these goals, objectives, and policy/actions, while also reducing the zoning process and need for variations.

Legislative History
February 21, 2018 – The Plan Commission recommended combining the two options presented by staff: 25% porch encroachment regulation and the 6 foot porch depth with the minimum 10 foot setback, so that the greater of either regulation may be applied. Unanimously recommended for approval.

Attachments
Proposed Ordinance 40-O-18
Draft Plan Commission Meeting Minutes Excerpt – February 21, 2018
February 21, 2018 Plan Commission Packet
AN ORDINANCE

Amending Subsection 6-4-1-9(B)(1) of the Evanston City Code, “Permitted Obstructions in Required Yards: General Provisions”

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

SECTION 1: City Code Subsection 6-4-1-9(B)(1), “Permitted Obstructions in Required Yards: General Provisions,” of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

1. General Provisions: Yard obstructions attached to the principal or an accessory structure on a site shall include but are not limited to: permanently roofed terraces or porches, chimneys, bay windows, window-mounted air conditioning units, awnings, canopies, arbors, trellises, balconies, overhanging eaves, unenclosed staircases four (4) feet or more above grade, and enclosed staircases.

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These yard obstructions may be located in the yards indicated in Table 4-A, Section 6-4-6.

Building envelopes are established by front, side and rear yard requirements contained in each zoning district.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.
SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is 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 4: The findings and recitals 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: Ordinance 40-O-18 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018

Adopted: _________________, 2018

Approved: _________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

_______________________________
Devon Reid, City Clerk

_______________________________
W. Grant Farrar, Corporation Counsel
MEETING MINUTES EXCERPT

PLAN COMMISSION
Wednesday, February 21, 2018
7:00 P.M.

Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Colby Lewis (Chair), Simon Belisle, Patrick Brown, Terri Dubin, Carol Goddard, George Halik, Peter Isaac, Andrew Pigozzi, Jolene Saul

Members Absent:

Staff Present: Meagan Jones, Neighborhood and Land Use Planner
Scott Mangum, Planning and Zoning Administrator
Erika Storlie, Assistant City Manager/Acting Director of Community Development

Presiding Member: Colby Lewis, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM

Chairman Ford called the meeting to order at 7:00 P.M.

2. APPROVAL OF MEETING MINUTES: November 29, 2017 and December 6, 2017

Commissioner Goddard made a motion to approve the minutes from December 6, 2017. Commissioner Belisle seconded the motion. A voice vote was taken and the minutes were unanimously approved, 9-0.

Commissioner Dubin made a motion to approve the minutes from November 29, 2017. Commissioner Goddard seconded the motion. A voice vote was taken and the minutes were unanimously approved, 9-0.

3. NEW BUSINESS

A. TEXT AMENDMENT 18PLND-0011
Porch Regulations
A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning to amend City Code Section 6-4-1-9, Yards, and City Code Section 6-18-3, Definitions, to modify regulations pertaining to porches.

Mr. Mangum provided background and reasons for the proposed text amendment.
including a large number of requested variances due to the lack of usable porch space permitted by the current regulations. Two options were provided: the first to permit a front porch depth that extends a maximum of 25% into the required front yard setback, and the second to permit a porch depth of 6 feet, provided that a minimum 10 foot front yard setback is provided.

Questions from the Commission:

- Whether or not the proposed amendment would apply to new construction or additions. The proposed amendment would apply to any new construction affecting front yard setbacks.
- How is porch use regulated? If a porch space is enclosed and is used as interior living space then these regulations would not apply to that space.
- 6 feet, while reasonable for a front porch, may be limiting in a large front yard. Discussion followed starting with a suggestion of combining the two amendment options to fully address functionality of porches in yards of varying sizes.
- Clarification on how setbacks are managed when there are varying existing front yard setbacks, or a zig-zag effect, within a block. Mr. Mangum stated that an average of existing front yard setbacks is taken to determine required setbacks for new construction or additions. Discussion followed with comments regarding the desired outcome.
- Clarification on depth needed for ADA accessibility and suggestion that the porch be at least that depth. If a ramp were needed that would be a similar regulation to allowing steps projecting into a setback.

Discussion continued regarding preferences for the text amendment and emphasis that the required setback is a minimum, allowing the property owner to still have some flexibility. Clarification on whether or not nonconforming porches would be affected was provided, specifically, if a porch is damaged or destroyed outside of the property owner’s control, it could be replaced within a year.

Commissioner Isaac made a motion to recommend that the amendment be revised so that front porches must maintain a minimum ten foot front yard setback and may be the greater of six feet in depth or 25% of the depth of the required front yard. Commissioner Belisle seconded the motion.

A roll call vote was taken and the motion was approved, 9-0.

Nays: None
Memorandum

To: Honorable Mayor and Members of the City Council
Planning & Development Committee

From: Erika Storlie, Interim Director of Community Development
Gary Gerdes, Building & Inspection Services Division Manager
Ingrid Eckersberg, Civil Engineer - Private Development

Subject: Ordinance 12-O-18: Amending City Code Title 4, Chapter 13, “Floodplain Regulations”

Date: March 12, 2018

Recommended Action:
Staff recommends City Council approval of Ordinance 12-O-18, amending portions of Title 4, Chapter 13 of the Evanston City Code, “Floodplain Regulations.”

Funding Source:
N/A.

Livability Benefits:
Natural Systems: Protect and Preserve Natural Characteristics of Lake Michigan Lakefront

Summary:
Staff is proposing amending the City’s Floodplain Ordinance to strengthen regulations addressing permit review and construction concerns on lakefront restoration projects. There are approximately 42 private residential lakefront properties in the City with varying shore characteristics. These properties are on the official Federal Emergency Management Agency (“FEMA”) designated floodplain. Recent high lake levels and heavy wave action have degraded the shores of many of these properties resulting in an increased amount of restoration projects. These properties can be subject to shifting by constructed stone revetments, seawalls and breakwaters. Some restoration projects have resulted in earthwork filling and construction beyond the historic eastern lot boundary.
Currently, permit application for shoreline construction projects are filed through a joint application to the U.S. Army Corp of Engineers ("USACE"), the Illinois Department of Natural Resources/Office of Water Resources ("IDNR"/"OWR") and Illinois Environmental Protection Agency ("IEPA"). Review and permitting is also required at the local level pursuant to the City’s floodplain regulations but typically the City is receiving project information after USACE, IDNR/OWR and IEPA review and provide approval.

To address these concerns, staff recommends updating Title 4, Chapter 13 of the Evanston City Code, “Floodplain Regulations,” to provide:

- Concurrent review of projects with other state and federal approval agencies issuing permits for shoreline work that include but are not limited to USACE, IDNR/OWR, and IEPA;
  - Staff wants to be able to review comments and vet concerns during the design stages not after joint agency approval.
- Notice requirement to adjacent lakefront property owners within 625 feet of the subject property at the time of permit application submittal;
  - Individual shoreline protections may impact adjacent properties. Project notification to adjacent property owners is necessary.
- Prohibit conversion of public water of Lake Michigan to private lakeshore property via fill;
  - The IDNR’s code regulating public water (Title 17 Part 3704, Section 3704.70 a) states: The conversion of public waters to private land by filling is prohibited although it does allow placement of fill materials in public water for the purpose of bank, shore or bluff protection. The amendment is not defining private and public property at the lakefront but is stating private property cannot be created due to fill beyond the historic east property line. FEMA’s floodplain maps broadly delineate flood elevations not individual property lines. The amendment would set the basis of review as the historic east property line as shown on a plat of survey prepared by a State of Illinois licensed land surveyor.
- Require plat of survey be submitted after completion of shoreline project to detail as-built conditions.
  - Post-construction survey will verify property lines are consistent with pre-construction approved plans.

The proposed requirements would be to prevent conversion of public waters into private land through unlawful lakeside fill; ensure City staff review at the appropriate time; and to ensure adjacent property owners receive proper notification of pending shoreline protection projects. The proposal does not prevent private measures to preserve, restore and protect littoral properties.

Attachments:
Ordinance 12-O-18
12-O-18

AN ORDINANCE

Amending Portions of Title 4, Chapter 13 of the Evanston City Code, “Floodplain Regulations”

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

SECTION 1: Subsection 4-13-1(A), “Purpose,” of the City Code of 2012, as amended, is hereby amended to read as follows:

(A) Purpose. This Chapter is enacted pursuant to the police powers granted to the City of Evanston by 65 ILCS 5/1-2-1, 5/11-12-12, 5/11-30-2, 5/11-30-8, and 5/11-31-2. The purpose of this Chapter is to maintain this City's eligibility in the national flood insurance program; to minimize potential losses due to periodic flooding including loss of life, loss of property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and to preserve and enhance the quality of surface waters, conserve economic and natural values and provide for the wise utilization of water and related land resources. This Chapter is adopted in order to meet the requirements of 615 ILCS 5/18, rivers, lakes and streams act and accomplish the following specific purposes:

1. To ensure that new development does not increase the flood or drainage hazards to others, or create unstable conditions susceptible to erosion;
2. To protect new buildings and major improvements to buildings from flood damage;
3. To protect human life and health from the hazards of flooding;
4. To lessen the burden on the taxpayer for flood control projects, repairs to flood damaged public facilities and utilities, and flood rescue and relief operations; and
5. To make federally subsidized flood insurance available for property in the City of Evanston by fulfilling the requirements of the national flood insurance program;
6. To comply with the rules and regulations of the national flood insurance program codified as 44 CFR 59-79, as amended;
7. To protect, conserve, and promote the orderly development of land and water resources; and

8. To preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and storm water impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits and enhance community and economic development.

9. To prohibit the unlawful conversion of public waters to private land pursuant to Title 17, Part 3704, §3704.70 and all other applicable regulations and requirements of joint agencies.

SECTION 2: Subsection 4-13-6(A)(1), “Application,” of the City Code of 2012, as amended, is hereby amended to read as follows:

1. Application. Application for a development permit shall be made on a form provided by the city engineer. The application shall be accompanied by drawings of the site, drawn to scale, showing property line dimensions and legal description for the property and sealed by a licensed engineer, architect or land surveyor; existing grade elevations, using the North American vertical datum of 1988, and all changes in grade resulting from excavation or filling; the location and dimensions of all buildings and additions to buildings. The applicant must also submit an accurate plat of survey of the subject property. For all proposed buildings, the elevation of the lowest floor (including basement) and lowest adjacent grade shall be shown on the submitted plans and the development will be subject to the requirements of section 9 of this chapter. The applicant must provide notice to all property owners abutting Lake Michigan within six hundred twenty-five (625) feet of the proposed project.

SECTION 3: Subsection 4-13-6(D), “Other Agency Permits,” of the City Code of 2012, as amended, is hereby amended to read as follows:

(D) Other Agency Permits. All applicants must provide to the City Engineer The city engineer shall be responsible for obtaining from the applicant copies of all other federal, state, and local permits, approvals or waivers that may be required for this type of activity. The city engineer shall not issue a permit unless all other federal, state, and local permits have been obtained. All applicants must submit their application to the City of Evanston within ten (10) business days of submitting an application to any other joint agency regarding the same subject matter.
SECTION 4: Subsection 4-13-6 of the City Code of 2012, as amended, is hereby further amended by adding Subsection 4-13-6(I), “Post-Construction Requirements,” which shall read as follows:

(I) Post-Construction Requirements. Upon completion of all construction, the City requires all applicants to submit to the City Engineer a copy of the final plat of survey.

SECTION 5: Subsection 4-13-7(A)(1), “Application,” of the City Code of 2012, as amended, is hereby amended to add the following Subsections:

r. The applicant must submit an accurate plat of survey of the subject property.

s. The applicant must provide notice to all property owners abutting Lake Michigan within six hundred twenty-five (625) feet of the proposed project.

SECTION 6: Subsection 4-13-7(B), “Other Agency Permits,” of the City Code of 2012, as amended, is hereby amended to read as follows:

(B) Other Agency Permits. All applicants must provide to the City Engineer. The city engineer shall be responsible for obtaining from the applicant copies of all other federal, state, and local permits and approvals that may be required for this type of activity. The city engineer shall not issue the development permit unless all required federal and state permits have been obtained. The city engineer or a licensed professional engineer, under the employ or contract of the City of Evanston shall review and approve applications reviewed under this section. All applicants must submit their application to the City of Evanston within ten (10) business days of submitting an application to any other joint agency regarding the same subject matter.

SECTION 7: Subsection 4-13-6 of the City Code of 2012, as amended, is hereby further amended by adding Subsection 4-13-6(J), “Post-Construction Requirements,” which shall read as follows:

(J) Post-Construction Requirements. Upon completion of all construction, the City requires all applicants to submit to the City Engineer a copy of the final plat of survey.

SECTION 8: All ordinances or parts of ordinances in conflict herewith are
hereby repealed.

**SECTION 9:** If any provision of Ordinance 12-O-18 or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid application of this Ordinance is severable.

**SECTION 10:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 11:** Ordinance 12-O-18 shall be in full force and effect after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018

Adopted: _________________, 2018

Approved: _______________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest: _________________________

Approved as to form:

_______________________________
Devon Reid, City Clerk

W. Grant Farrar, Corporation Counsel
To: Honorable Mayor and Members of the City Council

From: Paul Zalmezak, Economic Development Division Manager
Paulina Martínez, Economic Development Specialist

Subject: Applications for the Evanston Great Merchants Grant Program

Date: March 2, 2018

Recommended Action:
Staff and the Economic Development Committee seek City Council approval to provide financial assistance through the Great Merchants Grant Program, totaling $56,290.50, to seven Evanston business district areas and associations:

- Central Street Business Association - $10,000.00
- West End Business Association - $10,000.00
- Howard Street Business Association - $10,000.00
- West Village Business Association - $6,241.90
- Dr. Hill Arts Business Association - $10,000.00
- Central Evanston Business Association - $9,823.60
- Black Business Consortium of Evanston North Shore - $225.00 (reimbursement)

Funding Source:
Staff recommends utilizing the Economic Development Business District Improvement Program (Account 100.21.5300.65522). The City Council approved a 2018 budget totaling $250,000 for this account. To date $26,800.00 has been spent, leaving $121,280.00 in this account.

Livability Benefits:
- Built Environment: Enhance public spaces
- Economy & Jobs: Retain and expand local businesses
- Education, Arts & Community: Incorporate arts and cultural resources

Summary:
The 2018 Great Merchant Grant application funding period ended October 31, 2017. Staff received a total of seven applications requesting funding totaling $58,090.50. An amount of $1,800.00 for the Black Business Consortium of Evanston North Shore (BBCENS) was approved on December 11, 2017, at the Administration and Public
Works Committee and City Council to accommodate BBCENS tight deadline for their February 2018 Event.

The remaining requests, totaling $56,290.50 include a wide range of services to improve the business districts as summarized in detail below, including an additional $250 for BBCENS for printing expenses incurred after City Council approval on December 11, 2017. This expense brings BBCENS total to $2,025 for 2018, less than the $2,500 allowed within the program guidelines.

Staff received seven applications requesting services through the Evanston Great Merchants Grant Program requesting a total of $56,290.50. Staff followed City of Evanston purchasing guidelines to procure bids and identify vendors to provide the requested merchant district improvements.

Discussion:
Evanston’s Great Merchants Grant Program is designed to provide small grants up to $10,000 to Evanston’s business districts and up to $2,500 in matching funds to affinity groups (i.e. BBCENS) to pursue projects that address at least one of three core areas: Enhancement of Physical Environment, Neighborhood Promotion, and Technical Assistance. The funding recommendations in this request vary by business district as each district has individual priorities.

Business District Requests
Six business districts are requesting funds totaling $56,290.50 for physical improvements and promotion summarized as follows:

Central Street Business Association
Central Street Business Association requested funds for the following projects:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Seasonal rotations for 8 planters</td>
<td>$2,592.00</td>
</tr>
<tr>
<td>Advertisement</td>
<td>$7,408.00</td>
</tr>
<tr>
<td><strong>Total Request</strong></td>
<td><strong>$10,000.00</strong></td>
</tr>
</tbody>
</table>

*This request is a combination of items eligible for 50% reimbursement and 100% coverage. Please refer to attachments for a detailed breakdown.

This activity is considered under the Enhancement of the Physical Environment and Neighborhood Promotion Project Eligibility Criteria of the Great Merchant Grant. Following staff review, the Central Street Business Association was found to be in good standing under the guidelines of the Great Merchants Grant and is eligible to receive the requested services.
**Howard Street Business Association**

The Howard Street Business Association (HBSA) requested funds for the following projects:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Seasonal rotations for 17 planters</td>
<td>$ 4,998.00</td>
</tr>
<tr>
<td>Banners, 12</td>
<td>$ 1,390.32</td>
</tr>
<tr>
<td>Banner design</td>
<td>$ 3,611.68 *</td>
</tr>
<tr>
<td><strong>Total Request</strong></td>
<td><strong>$ 10,000.00</strong></td>
</tr>
</tbody>
</table>

*The Howard Street Business Association will meet on 02/27/2018 to discuss next steps for banner design. No artists has been engaged for now.

This activity is considered business district staples and eligible under the *Enhancement of the Physical Environment* Project Eligibility Criteria of the Great Merchant Grant. Following staff review, the Howard Street Business District was found to be in good standing under the guidelines of the Great Merchants Grant and is eligible to receive the requested services.

**West Village Business Association**

The West Village Business Association requested funds for the following projects:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Seasonal rotations for 15 planters</td>
<td>$ 4,327.00</td>
</tr>
<tr>
<td>Banners, 15</td>
<td>$ 2,095.00</td>
</tr>
<tr>
<td>Banner design</td>
<td>$ 500.00</td>
</tr>
<tr>
<td><strong>Total Request</strong></td>
<td><strong>$ 6,922.00</strong></td>
</tr>
</tbody>
</table>

These activities are considered business district staples and eligible under the *Enhancement of the Physical Environment* Project Eligibility Criteria of the Great Merchant Grant. Following staff review, West Village Business District was found to be in good standing under the guidelines of the Great Merchants Grant and is eligible to receive the requested services.

**West End Business Association**

The West End Business Association requested funds for the following projects:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Seasonal rotations for 13 planters</td>
<td>$ 5,512.00</td>
</tr>
<tr>
<td>Planter maintenance</td>
<td>$ 4,488.00 *</td>
</tr>
<tr>
<td><strong>Total Request</strong></td>
<td><strong>$ 10,000.00</strong></td>
</tr>
</tbody>
</table>

*Original amount for planter maintenance is $6,500.00, which would surpass the $10,000.00 grant award. Thus, staff recommends allocating up to $4,488.00 for planter maintenance to still accommodate the district’s request.

These activities are considered business district staples and eligible under the *Enhancement of the Physical Environment* Project Eligibility Criteria of the Great Merchant Grant.
Merchant Grant. Following staff review, West End Business District was found to be in good standing under the guidelines of the Great Merchants Grant and is eligible to receive the requested services.

**Dr. Hill Arts Business Association**
The Dr. Hill Arts Business Association requested funds for the following projects:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Seasonal rotations for 12 planters</td>
<td>$2,544.00</td>
</tr>
<tr>
<td>Monument Signage (Public Art)</td>
<td>$3,556.00*</td>
</tr>
<tr>
<td>Garden maintenance</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Garden plantings</td>
<td>$2,400.00</td>
</tr>
<tr>
<td><strong>Total Request</strong></td>
<td><strong>$10,000.00</strong></td>
</tr>
</tbody>
</table>

*Original amount for the monument sign is $5,165, which would surpass the $10,000.00 grant award. Thus, staff recommends allocating up to $3,556.00 for the monument sign to still accommodate the district’s request.*

These activities are considered business district staples and eligible under the *Enhancement of the Physical Environment* Project Eligibility Criteria of the Great Merchant Grant. Following staff review, Dr. Hill Arts Business District was found to be in good standing under the guidelines of the Great Merchants Grant and is eligible to receive the requested services.

**Central Evanston Business Association**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Banners, 10</td>
<td>$1,048.60</td>
</tr>
<tr>
<td>New planters, 5</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>3 Seasonal rotations for 5 planters</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>Light pole bulb replacement, 9</td>
<td>$5,175.00</td>
</tr>
<tr>
<td><strong>Total Request</strong></td>
<td><strong>$9,823.60</strong></td>
</tr>
</tbody>
</table>

These activities are considered business district staples and eligible under the *Enhancement of the Physical Environment* Project Eligibility Criteria of the Great Merchant Grant. Following staff review, Central Evanston Business Association was found to be in good standing under the guidelines of the Great Merchants Grant and is eligible to receive the requested services.
Black Business Consortium of Evanston North Shore

The BBCENS requests reimbursement for the following projects:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Original</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flyers</td>
<td>$60.00</td>
<td>$30.00</td>
</tr>
<tr>
<td>Posters</td>
<td>$40.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>Booklets</td>
<td>$400.00</td>
<td>$175.00 *</td>
</tr>
<tr>
<td><strong>Total Request</strong></td>
<td><strong>$500.00</strong></td>
<td><strong>$225.00</strong></td>
</tr>
</tbody>
</table>

*The December 11, 2017 meeting allocated $50 for printing.

Legislative History
On February 28, 2018, the Economic Development Committee unanimously approved the request.

Attachments
Link of the following Economic Development Packet Materials from February 28, 2018:
- Business Districts’ Applications
- Summary of Bids
- Quotes for Banners
- Quotes for Landscaping Services
- Pricing Sheet Amendments
- Quote for Monument Sign
- Central Street’s Advertising Summary
- Email from Public Works Staff Pricing LED bulbs and Map
- Reimbursement Receipt for BBCENS
- Great Merchant Grant Memo from December 11, 2017
Memorandum

To: Honorable Mayor and Members of the City Council

From: Paul Zalmezak, Economic Development Division Manager
      Cindy Plante, Economic Development Coordinator

Subject: Entrepreneurship Support Program Applications

Date: March 2, 2018

Recommended Action:
Staff and Economic Development Committee support approval of financial assistance through the Entrepreneurship Support Program totaling $6,779 for the following Evanston businesses:

- Pop Pour Sip $2,484
- Fresh Prints $1,795
- Agortles Dessert Shop $2,500

Funding Source:
Funding will be from Economic Development Business Retention/Expansion Fund (Account 100.21.5300.62662). The approved Fiscal Year 2018 Budget allocated a total of $150,000 for this account. A total of $28,720 has been spent or encumbered from this account since the beginning of FY 2018, leaving $121,280 available for expenditure.

Livability Benefit:
- Economy and Jobs: retain and expand local businesses, develop workforce, and expand job opportunities
- Equity and Empowerment: support poverty prevention and alleviation

Background:
The Entrepreneurship Support Program was created to provide limited one-time grant assistance to individuals starting or expanding a small business in Evanston. The program guidelines were approved by City Council in April, 2017 after consultation with the Minority, Women, and Evanston-Based Enterprise Committee (M/W/EBE Committee), Sunshine Enterprises, and LEND. The program guidelines provide for up to $1,000 in assistance with City licensing and permitting fees (to be provided by an interfund transfer from the ED fund rather than a fee waiver) and/or up to $2,500 in assistance for qualifying business expenses such as tools, equipment, insurance, professional services, training, certifications, and production space. Applicants must
provide three estimates for services to be funded (when possible) and must submit a
detailed business plan as part of the application, and proof of either residence in
Evanston or a business location in Evanston. Businesses receiving funding through this
program are not barred from seeking funding through the Storefront Modernization
Program in the event that they open a brick and mortar location in Evanston, though
each program must be applied for separately. For more detailed information, please
refer to the attached Program Guidelines.

Summary:
The three applicants included here have all completed Sunshine Community Business
Academy and are seeking funding to expand their respective businesses in Evanston.
The table below provides a summary of these requests, followed by a more detailed
summary of each business and application.

<table>
<thead>
<tr>
<th>Business</th>
<th>Eligible Expenses</th>
<th>Other</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Permitting</td>
<td>Tools/Equipment</td>
<td>Work Space</td>
</tr>
<tr>
<td>Pop Pour Sip (graphic design)</td>
<td>-</td>
<td>$2,484</td>
<td>-</td>
</tr>
<tr>
<td>Fresh Prints (screenprinting)</td>
<td>-</td>
<td>$1,795</td>
<td>-</td>
</tr>
<tr>
<td>Agortles Dessert Shop (bakery/catering)</td>
<td>-</td>
<td>$1,029</td>
<td>$1,520</td>
</tr>
</tbody>
</table>

Total: $6,779

Pop Pour Sip:
Renetrice Pierre of Pop Pour Sip completed the Sunshine Enterprise Community Business Academy program in December of 2016. The business provides graphic design services including initial branding and logo repair for business clients. The business owner is requesting funding assistance for the purchase of new computer equipment including a Mac Mini and peripherals and Microsoft Office software, which will replace an existing desktop computer that is over 10 years old.

The applicant has submitted three quotes for the equipment to be funded as summarized below:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Quotes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Apple Store</td>
<td>$2,484</td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

Fresh Prints:
Fresh Prints is a custom apparel printing business founded by Seth Fonda Simmons, who completed the Community Business Academy program in 2016. The applicant is
requesting funding to purchase a graphic vinyl cutter that will allow the business to expand product offerings. The applicant has submitted three quotes for the equipment to be funded. The program guidelines call for the inclusion of at least one Evanston-based vendor when possible, but the applicant was unable to identify an Evanston-based seller for the equipment. The estimates provided are summarized below:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Quotes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Sign Warehouse</td>
<td>$1,795</td>
</tr>
<tr>
<td>2. RolandDga.com</td>
<td>$1,995</td>
</tr>
<tr>
<td>3. US Cutter.com</td>
<td>$1,795</td>
</tr>
</tbody>
</table>

**AGortles Dessert Shop:**
A 2016 graduate of Community Business Academy, Ava Gordon has been baking and selling cookies and baked goods in the community, and is now seeking to expand and formalize operations in order to participate in area farmers’ markets. The applicant is requesting funding assistance to help pay for 60 days of shared kitchen space as well as a 10 qt commercial mixer and point-of-sale equipment.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Mixer</th>
<th>Square POS</th>
<th>Kitchen Space</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Sam’s Club</td>
<td>$824</td>
<td>$169</td>
<td>-</td>
</tr>
<tr>
<td>2. Restaurant Depot</td>
<td>$699</td>
<td>$498 (ipad + square stand)</td>
<td>-</td>
</tr>
<tr>
<td>3. Webstaurant.com</td>
<td>$599</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>4. Amazon.com</td>
<td>-</td>
<td>$99-249</td>
<td>-</td>
</tr>
<tr>
<td>5. Edge of Sweetness</td>
<td>-</td>
<td>-</td>
<td>$1,520</td>
</tr>
</tbody>
</table>

**Attachments:**
- PopPourSip Application & Business Plan
- Fresh Prints Application & Business Plan
- AGortles Application & Business Plan
Entrepreneurship Support Program Application [#14]

Wufoo <no-reply@wufoo.com>
Reply-To: no-reply@wufoo.com
To: cplante@cityofevanston.org

Thu, Feb 8, 2018 at 9:33 PM

<table>
<thead>
<tr>
<th><strong>Applicant Name</strong> *</th>
<th>Renetrice Pierre</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Applicant Address</strong> *</td>
<td>101 Hartrey Ave Apt GS&lt;br&gt;Evanston, IL 60202&lt;br&gt;United States</td>
</tr>
<tr>
<td><strong>Applicant Email</strong> *</td>
<td><a href="mailto:poppoursip@gmail.com">poppoursip@gmail.com</a></td>
</tr>
<tr>
<td><strong>Applicant Phone Number</strong> *</td>
<td>2244309765</td>
</tr>
<tr>
<td><strong>Business Name</strong> *</td>
<td>pop. pour. sip. Graphic Design</td>
</tr>
<tr>
<td><strong>Business Address</strong></td>
<td>101 Hartrey Ave Apt GS&lt;br&gt;Evanston, IL 60202&lt;br&gt;United States</td>
</tr>
</tbody>
</table>

Please provide a description of your business (500 words max)

pop. pour. sip. Graphic Design manages visual information of global enterprises, small businesses, and community-interest groups. Currently, service demands have been for either initial brand development or (as she would say it) "logo repair". 97% of recent clients have asked for help with said repair after either buying brand identities through online bargain sources, only to later learn these logos are un-unique stock logos or they did not receive file types required for implementation on multifarious platforms and print media, thusly needing recreation. By the conclusion of her projects, each client is able to understand the purpose and performance of the brand, and is educated on when to use the raster or vector variations prepared appropriately for marketing objectives.

Services to be funded:
- Tools/Equipment

Please describe how you intend to use Entrepreneurship Support Program funding to expand your business (500 words max)

pop. pour. sip. Graphic Design aims are fulfillment of project requests after careful consideration of project objectives (purpose, benchmarks & milestones), desired turnaround, and client budget in order to maintain its current boutique experience for clients which allows for the highlighting of steep art & design acumen, and sharp focus attention on projects, unlike contemporary print/design entities who may or may not have a dedicated graphic designer on staff, that must toggle high multiples of clientele in order to stay in business. Plus, since 98% of projects are done in home office spacing in the City of Evanston, this also gives fluidity to the Creative Design to meet clientele wherever they are.

Creative Director, Renetrice Pierre, is working with fellow cohorts of her Sunshine Enterprises experience in assembling a summer and after school institute for art and tech that will be uncovered at a later time. She also will be featuring other artists and their work on poppoursip.com on a monthly basis for free in efforts to spotlight them on a regularly followed global platform.
Regarding future funding options, pop. pour. sip. Graphic Design is an active participant of the LEND program at Northwestern University in Evanston. Her graduate advisors have expressed possible access to a $25,000 business loan via LEND which would come with careful coaching and oversight by the same graduate students assisting pop. pour. sip. Graphic Design now. These funds, when offered will go toward pop. pour. sip. Graphic Design’s monthly webinar series teaching artistic techniques, software skills, and brand education at a low cost for students grade 9th and beyond.

Upload written estimates for the services needed below:

- **renetrice_pierre_grant_item.pdf**
  - PDF
  - 522.81 KB

- **ppscash_flow_projections.xlsx**
  - XLSX
  - 61.80 KB

Upload business plan (.pdf or .doc) *

- **renetrice_pierre_2018_business_plan.pdf**
  - PDF
  - 7.32 MB

Upload proof of residency or business location (lease, utility bill, bank statement, etc.)

- **101_hartrey_gs_lease_2017.pdf**
  - PDF
  - 2.91 MB

Upload proof of completion of a business training program (Community Business Academy or other) *

- **sunshine_enterprises_completion__exec_award.pdf**
  - PDF
  - 5.69 MB

"I certify that all of the information contained in this document, all statements, information, and exhibits that I am submitting is true and accurate and to the best of my knowledge. I certify that I have reviewed the Program Guidelines associated with the City of Evanston's Entrepreneurship Support Program." (Type name below for signature).

Renetrice R. Pierre

Date

Thursday, February 8, 2018
pop. pour. sip.

2018 BUSINESS PLAN
I AM NOT ASHAMED OF MY PAST. I AM NOT ASHAMED OF MY HUMBLE BEGINNING.

-MADAM C.J. WALKER
The Contents

<table>
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<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
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<td>Operating Structure</td>
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<td>Capital Source Summary</td>
<td>13</td>
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<td>Competitive Advantages</td>
<td>14</td>
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<td>Moving Forward</td>
<td>15</td>
</tr>
<tr>
<td>Grant Request</td>
<td>16</td>
</tr>
</tbody>
</table>
Design ultimate quality work, always.
Respective pricing with express consideration to business upstarts and organizations serving the public trust.
Awareness and accountability for the mental and physiological effects of artwork created.
Work constantly to expand/improve technical abilities, project workflows, and educate clients on creative process.

Since this embarkation, Renetrice Pierre evolved her freelance services from photography to Graphic Design in 2006. She completed her Bachelors of Applied Science at Robert Morris Univ. of Chicago, graduating Cum Laude (2010). She is also a graduate of Sunshine Enter-prises (an entrepreneurial stewardship program in Evanston, West and South Chicago), earning the Best Executive Summary Award.

A short list of clients by category is:

- Creative Director, Renetrice Pierre, has over 13 years skin in the game, beginning with experience in the United States Marine Corps, from 2002 to 2006 as a decorated Combat Photographer. During her service, Pierre was awarded the 1st place and honorable mention for the Pictorial and Sports categories in the 2005 MILPICS competition. She also began her freelance photography business while in uniformed service (2004), lending her skills to such major entities as Clear Channel Radio (now iHeart Radio), HBO, PepsiCo Inc., and Vibe Magazine.

It is through pop. pour. sip. Graphic Design (hereinafter pop. pour. sip.) that Pierre has managed visual information of global enterprises, small businesses, and community-interest groups. Currently, service demands have been for either initial brand development or (as she would say it) “logo repair”. 97% of recent clients have asked for help with said repair after either buying brand identities through online bargain sources, only to later learn these logos are un-unique stock logos or they did not receive file types required for implementation on multifarious platforms and print media, thusly needing recreation. By the conclusion of her projects, each client is able to understand the purpose and performance of the brand, and is educated on when to use the raster or vector variations prepared appropriately for marketing objectives.

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### Social Enterprises
- Sunshine Gospel Ministries
- FLAUNT YOUR FLY/BECOME SHE
- DIAMOND FINANCIAL
- HUMBLE CONSULTING, LLC
- A'SHANTI FASHIONS

### Print/Publishing
- BLACK PAGES MAGAZINE
- CHICAGO
- LAKE COUNTY ARTS MAGAZINE

### Banking & Finance
- CARTOON LION MEDIA
- NOAH FOR THE PEOPLE

### Entertainment
- SUNSHINE GOSPEL MINISTRIES
- FLAUNT YOUR FLY/BECOME SHE

### E-Commerce
- BLACK PAGES MAGAZINE, CHICAGO
- HUMBLE CONSULTING, LLC
- A'SHANTI FASHIONS

### Business Profile

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- Creative Director, Renetrice Pierre, has over 13 years skin in the game, beginning with experience in the United States Marine Corps, from 2002 to 2006 as a decorated Combat Photographer. During her service, Pierre was awarded the 1st place and honorable mention for the Pictorial and Sports categories in the 2005 MILPICS competition. She also began her freelance photography business while in uniformed service (2004), lending her skills to such major entities as Clear Channel Radio (now iHeart Radio), HBO, PepsiCo Inc., and Vibe Magazine.

It is through pop. pour. sip. Graphic Design (hereinafter pop. pour. sip.) that Pierre has managed visual information of global enterprises, small businesses, and community-interest groups. Currently, service demands have been for either initial brand development or (as she would say it) “logo repair”. 97% of recent clients have asked for help with said repair after either buying brand identities through online bargain sources, only to later learn these logos are un-unique stock logos or they did not receive file types required for implementation on multifarious platforms and print media, thusly needing recreation. By the conclusion of her projects, each client is able to understand the purpose and performance of the brand, and is educated on when to use the raster or vector variations prepared appropriately for marketing objectives.
pop. pour. sip. is the moniker for Renetrice Pierre’s freelance Graphic Design business. Services are rendered upon request & review of each potential project's scope of work... e.g., origination/concept creation, drafting, revision quantity, file finalization, and outside vendor interaction and liaison. –A project that requires only singular logo creation will need less effort than the making of a brand family or the implementation of a brand family across printed and web platforms. Because services are provided on an ad libitum basis (considering work queue, difficulty, projects in progress, applicable need for contract designer help), the tax designation is Sole Proprietorship.

### Products & Services

**pop. pour. sip. Graphic Design** provides compositions for use in print, online, infographical, and fine art including, but not limited to:

<table>
<thead>
<tr>
<th>PRINT</th>
<th>ONLINE &amp; INFOGRAPHICS</th>
<th>FINE ART</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRANDING/ LOGOS</td>
<td>WEBSITE DESIGN &lt;br&gt; -SITE MAP &lt;br&gt; -WIREFRAMING &lt;br&gt; -PALETTE SELECTION &lt;br&gt; -LAYOUT</td>
<td>DRAWING &amp; SKETCH WORK &lt;br&gt; -CHALK &lt;br&gt; -CHARCOAL &lt;br&gt; -PENCIL</td>
</tr>
<tr>
<td>BROCHURES, MENUS, AND PAMPHLETS</td>
<td>-COPY WRITING &lt;br&gt; -PROOFOREADING</td>
<td>-ACRYLIC &lt;br&gt; -MIXED MEDIA &lt;br&gt; -OIL</td>
</tr>
</tbody>
</table>
| BUSINESS CARDS | -FIELD & FORM CREATION <br> -PREFLIGHTING | -JEWELRY CRAFTING <br> -LASER CUT ACRYLIC <br> -BEADED 
| CD & DVD COVERS | -LAUNCH & HOSTING | -SEMI PRECIOUS STONE |
| DOOR HANGERS | PRESENTATIONS <br> -POWERPOINT <br> -PREZI | COMPUTER GENERATED ART <br> -ADOBE PHOTOSHOP <br> -ADOBE INDESIGN <br> -ADOBE ILLUSTRATOR |
| EVENT TICKETS | -GOOGLE SLIDES | -FLYERS & POSTCARDS |
| FOLDERS | -MOVIE & FINAL CUT PRO | -HANG TAGS |
| HANG TAGS | | -MAGAZINES |
| MAGAZINES | | -STICKERS (BUMPER & INDIVIDUAL) |
| STICKERS | | -SIGNAGE |
| WINDOW CLINGS & DECALS | | -SHADING & SKETCH WORK |
| | | -CHALK |
| | | -CHARCOAL |
| | | -PENCIL |
| | | -ACRYLIC |
| | | -MIXED MEDIA |
| | | -OIL |
| | | -JEWELRY CRAFTING |
| | | -LASER CUT ACRYLIC |
| | | -BEADED |
| | | -SEMI PRECIOUS STONE |
| | | -COMPUTER GENERATED ART |
| | | -ADOBE PHOTOSHOP |
| | | -ADOBE INDESIGN |
| | | -ADOBE ILLUSTRATOR |
Pricing

Quotes (prices) are variably given based on the following criteria:

1. BUSINESS TYPE AND SIZE
2. AMOUNT OF WORK NEEDED FROM DESIGNER
3. PROJECT SIZE & DIFFICULTY
4. DESIRED TURNAROUND TIME
5. NEED FOR OUTSIDE CONTRACT DESIGNERS

Payment Methods & Scheduling

Currently, pop. pour. sip. Graphic Design accepts Square & Square Cash and PayPal payments. Cash and money order payments are also accepted, but not preferred. Clients receive receipts via the electronic payment vehicle used or a default receipt through Paypal.com. The payment schedule for most projects is half the total amount upfront to begin work, and the remainder at completion but before artwork delivery. These terms are spelled out in specificity in each applicable contract between clients and pop. pour. sip. Occasionally, projects with more than three benchmarks will have payments scheduled for each benchmark reached, i.e. four benchmarks/four equal payments totaling project costs.

Business Methodology

pop. pour. sip. has a consistent operation mode, accepting projects on a liberal basis, meaning job request are granted pending a project’s scope and designer’s availability. Generally, an average of three projects per month are completed with a turnaround of ten days each. Typically, January to mid August are the months with the most projects or repeat client business. For instance, a client that has had a logo completed will request business cards or another print collateral within two weeks following. Also, pop. pour. sip.’s clause to be given first opportunity to revise, modify, and integrate design work is inserted in every design contract.

Marketing Targets

Target markets are ideally global and diverse. The simplest, most open reason is because the focus of this agency is the approach, creation and dialogue of all fine, educational, and commercial art. Its online portfolio blog popourisip.com receives views from countries such as Australia, Brazil, China, Ireland, and several more in a week’s duration. Art and art needs are shared upon many citizens of the planet, thus, philosophically; services are unlimited to a specific geography. The most relevant and utilized geography is Chicago and Chicago-land areas, Lake County, IL and the U.S. cities of New Orleans and Atlanta. Explanation for this is also short… The first epicenter of business was New Orleans, after which it was transported to northeastern Illinois in 2005, after Hurricane Katrina.

There are 8,459 businesses in Evanston IL and- 63,647 in Lake County, IL (with dovetailing totals of some groups).1,2

<table>
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<tr>
<th>OWNER TYPES</th>
<th>EVANSTON</th>
<th>LAKE COUNTY</th>
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<tr>
<td>MEN</td>
<td>3,980</td>
<td>35,255</td>
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<td>WOMEN</td>
<td>3,758</td>
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<td>MINORITY</td>
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<td>NON-VETERAN</td>
<td>7520</td>
<td>55,982</td>
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1. https://www.census.gov/quickfacts/fact/table/evanstonillinois,IL/PST045216
2. https://www.census.gov/quickfacts/fact/table/lakecountyillinois,PST045216

pop. pour. sip. Graphic Design’s current market hold is 5%, or 1 out of 20 printing or printing/designer servicers in Evanston, and 4.34% -or- 1 out of 23 similarly ascribed servicers in Lake County, IL.
Marketing Plan

Word-of-mouth and person-to-person marketing has proven most useful and effective. Typically, new clients are derived from past clients spreading word, and from the efforts of the Creative Director expressing available services with newly met individuals. The pop. pour. sip. Graphic Design Facebook has yielded about 50 contacts in 2017, and business cards left in various locations have been about 70 per 1000 cards disseminated. Continuous use of cards, Facebook, and interpersonal communications are marketing mainstays. Utility of the online portfolio will also be used, mostly for its usefulness further selling services to individuals who have made contact with prime examples of work. The Evanston area is pop. pour. sip. Graphic Design’s priority for marketing outreach. Considering that most vendors in the area offer high volume print and no or limited design specialties, the advantage is that pop. pour. sip. offers both superior design work and high volume & specialty print products.

Management

pop. pour. sip. Graphic Design will continue to be operated by Renetrice Pierre on a freelance basis, with contract work being given to Coronado B Photography (freelance photographer, Evanston, IL) for original & on site photography, Vladimir Esteen (ETHS student) as intern copywriter & proof-reader, and partnering with Tiggio Graphic Design (Atlanta, GA) for large Java, xHTML and Point-of-Sale portal creations.

Capital Source Summary

Current Assets

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<tr>
<th>ITEM</th>
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<th>CONDITION/DESCRIPTION</th>
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<th>IF OWNED:</th>
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<tr>
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<tr>
<td>3. EPSON TRAVEL SCANNER</td>
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<td>PORTABLE DOCUMENT AND CARD SCANNER UP TO 600 DPI</td>
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<td>4. EPSON 5 IN 1 PRINTER</td>
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<td>5. ADOBE CREATIVE SUITE 5</td>
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<td>6. ADOBE ACROBAT CREATIVE CLOUD</td>
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<td>7. WESTERN DIGITAL BACKUP DRIVE</td>
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Total Cost: 1312$
Current Assets (cont.)

Print companies preferred for quick order or small batch jobs are Jet Blue Print (1306 Chicago Ave, Evanston, IL) and Little Fort Media (113 N Genesee St, Waukegan, IL). Orders from these companies are typically posters no bigger than 12x18”, legal & building charts, administrative forms, and multi-page non bleed 8.5x11” folded books (programs, menus). pop. pour. sip. has a working relationship with Little Fort Media of 10 years. Large quality projects such as business cards, flyers, die cut and bumper stickers are ordered from Got Print in Grapevine Texas. They offer the best paper selections, turnaround time, direct mail & shipping solutions, plus every product ordered over the span of 8 years maintains consistency in screen to print outcomes.

Cash Flow & Future Projections (See attachments)

As touched upon in subsections Business Methodology and Management (p. 3 & 5), pop. pour. sip. accepts project requests with careful consideration of project objectives (purpose, benchmarks & milestones), desired turnaround, client budget, and designer availability. This has made for a boutique experience for clients, highlighting steep art & design acumen, and sharp-focus attention on projects, unlike contemporary print/design entities who may or may not have a dedicated graphic designer on staff, that must toggle high multiples of clientele in order to keep operating, and stay in business.

pop. pour. sip. Graphic Design, in fact, cannot be put out of business since it has a freelance business axis, and 98% of projects are done in home office spacing in Evanston. This also lends fluidity for Pierre to meet clientele wherever they are.

Competitive Advantages

Moving Forward

Creative Director, Renetrice Pierre, is working with fellow cohorts from the Sunshine Enterprises experience in assembling a summer and after school institute for Art and Tech literacy that will be uncovered later in 2018. She also will be featuring other artists and their work on poppoursip.com on a monthly basis for free in efforts to spotlight them on a regularly followed global platform.

Regarding future funding options, pop. pour. sip. Graphic Design is an active participant of the LEND program at Northwestern University in Evanston. Her graduate advisors have expressed possible access to a $25,000 business loan via LEND which would come with careful coaching and oversight by the same graduate students assisting pop. pour. sip. These funds, when offered will go toward pop. pour. sip. Graphic Design’s monthly webinar series teaching artistic techniques, software skills, and brand education at a low cost for students grade 9th and beyond through Skillshare.com.
# Grant Request

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<th>PRODUCT REQUESTED</th>
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(SEE COST BREAKDOWN ATTACHED)
Market Growth Rate = **3.00%**

### Optimistic

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### Conservative

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</tbody>
</table>

506 of 596
On this day of
DECEMBER 17, 2016

sunshine ENTERPRISES

Certificate of Completion
THIS ACKNOWLEDGES THAT

Renetrice Pierre
HAS SUCCESSFULLY COMPLETED
SUNSHINE ENTERPRISES' COMMUNITY BUSINESS ACADEMY

SHELBY PARCHMAN, DIRECTOR OF PROGRAMS

JOEL HAMERNICK, EXECUTIVE DIRECTOR

507 of 596
Executive Summary Competition

This certificate is awarded to

Renetrice Pierre

In honor of your achievement, we congratulate you!

This certificate entitles you to a gift card in the amount of $250.00 at Amazon.com.

December 17, 2016

Shelby Parchman, Director of Programs
### Shopping Cart

<table>
<thead>
<tr>
<th>Product</th>
<th>Price</th>
<th>Quantity</th>
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<tbody>
<tr>
<td><strong>AmazonBasics Mini DisplayPort (Thunderbolt) to VGA Adapter</strong> by AmazonBasics</td>
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<td>1</td>
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<td><strong>Mini DisplayPort to Dual-Link DVI Adapter</strong> by Apple</td>
<td>$69.00</td>
<td>1</td>
</tr>
<tr>
<td><strong>USBRT NEW Generic Apple Remote Control Replacement</strong> by USBRT</td>
<td>$7.45</td>
<td>1</td>
</tr>
<tr>
<td><strong>Apple USB Superdrive (MD564LL/A)</strong> by Apple</td>
<td>$77.99</td>
<td>1</td>
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<tr>
<td><strong>UGREEN Mini DisplayPort (Thunderbolt) to HDMI VGA Adapter</strong> by UGREEN</td>
<td>$13.99</td>
<td>1</td>
</tr>
</tbody>
</table>

**Current Total:** $867.60

**Total:** $867.60

**Savings:** - $50.00

**Cost:** $817.60

**After Savings:**

- **Subtotal (6 items):** $867.60

### Part of your order qualifies for FREE Shipping. Choose this option at checkout. See details

- **Customers who bought AmazonBasics Mini DisplayPort (Thunderbolt) to VGA Adapter also bought these items from other categories:**
  - **Cable Matters Mini...**
  - **Apple MD825AM/A...**
  - **VGA Cable,SHD VGA to...**

### Additional Information

- **Get a $50 Amazon.com Gift Card instantly** upon approval for the Amazon Rewards Visa Card
- **Proceed to checkout**
- **487x555**
- **or**
- **Sign in** to turn on 1-Click ordering.
Apple Mac Mini - 2.3GHz Dual-Core Intel Core i5, 16GB DDR3 Memory, 2TB HDD, Intel HD Graphics 3000, Thunderbolt port, HDMI port, Latest Mac OS by Computer

Used, Good
Only 4 left in stock - order soon.
Shipped from: PacificMacs
Gift options not available. Learn more

Subtotal (6 items): $867.60

The price and availability of items at Amazon.com are subject to change. The Cart is a temporary place to store a list of your items and reflects each item's most recent price. Learn more
Do you have a gift card or promotional code? We'll ask you to enter your claim code when it's time to pay.

Customers Who Bought Items in Your Recent History Also Bought

AmazonBasics Mini DisplayPort (Thunderbolt) to HDMI Adapter
4,866
$9.99
Add to Cart

AmazonBasics VGA to VGA Cable - 6 Feet (1.8 Meters)
643
$7.70
Add to Cart

Your recently viewed items and featured recommendations
Inspired by your browsing history

AmazonBasics Mini DisplayPort (Thunderbolt) to HDMI Adapter
4,866
$9.99

AmazonBasics VGA to VGA Cable - 6 Feet (1.8 Meters)
643
$7.70

VicTsing Gold Plated Thunderbolt Mini

Apple iMac MNE02LL/A 21.5 Inch, 3.4GHz Intel

Microsoft Surface Dock
982

VicTsing Gold Plated HDMI to VGA Adapter (Male to Female) for Computer,
DEAR RENETRICE PEIRRE,

Thank you for considering CDW for your computing needs. The details of your quote are below. [Click here](https://downloads.cdw.com/pdf_email/07e0f1a63c2247d5a13d00e851248b83.pdf) to convert your quote to an order.

<table>
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<th>QUOTE REFERENCE</th>
<th>CUSTOMER #</th>
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**QUOTE DETAILS**

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<td>Contract: Standard Pricing</td>
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<tr>
<td><strong>APPLECARE+ FOR MAC MINI</strong></td>
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<td>Electronic distribution - NO MEDIA</td>
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<td>Contract: Standard Pricing</td>
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<td>Contract: Standard Pricing</td>
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<tr>
<td><strong>Apple Mini DisplayPort to Dual-Link DVI Adapter for 30&quot; Cinema HD Display</strong></td>
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<tr>
<td><strong>Apple 6.6&quot; Thunderbolt Cable</strong></td>
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<td>3706011</td>
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**SHIPPING DETAILS**

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<td>SALES TAX</td>
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<td>GRAND TOTAL</td>
<td>$2,051.36</td>
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Need Assistance? CDW SALES CONTACT INFORMATION

Raul Yanez  | (866) 867-1313 | raulvan@cdw.com

Customer's use of iCloud, the Products or either of their incumbent software or functionality is subject to compliance with all end user licenses agreements ("EULAs"). Product terms and conditions, and iCloud terms and conditions (available at [https://www.apple.com/legal/internet-services/iphone/eula/](https://www.apple.com/legal/internet-services/iphone/eula/)) and any other terms and conditions provided by Apple.
Two-hour delivery of in-stock items in some locations for only $9. See checkout for availability.

## Items in Your Bag

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Price</th>
<th>Quantity</th>
<th>Total</th>
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<tbody>
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<td><strong>Mac mini</strong></td>
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<td>$1,499.00</td>
</tr>
<tr>
<td>- Order today, delivers: Feb 9 – Feb 13 – Fastest</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Order today, delivers: Feb 13 – Feb 15 – Free</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Pickup: Ships to Apple Michigan Avenue</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hardware</td>
<td></td>
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</tr>
<tr>
<td>- 3.0GHz Dual-Core Intel Core i7 (Turbo Boost up to 3.5GHz)</td>
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<tr>
<td>- 16GB 1600MHz LPDDR3 SDRAM</td>
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<tr>
<td>- 2TB Fusion Drive</td>
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<tr>
<td>- Intel Iris Graphics</td>
<td></td>
<td></td>
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<tr>
<td>- User's Guide (English)</td>
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<td>- Accessory Kit</td>
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<tr>
<td>Software</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>- Photos, iMovie, GarageBand</td>
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<tr>
<td>- Pages, Numbers, Keynote</td>
<td></td>
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<tr>
<td>- macOS</td>
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<tr>
<td><strong>AppleCare+ for Mac mini</strong></td>
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<td>$99.00</td>
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<td>Automatically registered with your Apple Hardware.</td>
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<td><strong>Microsoft Office Home &amp; Business 2016 for Mac</strong></td>
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<tr>
<td>Order today, delivers: Tomorrow – Fastest</td>
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</tr>
<tr>
<td>Order today, delivers: Wed Feb 7 – Free</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pickup: Today at Apple Michigan Avenue</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Apple USB SuperDrive</strong></td>
<td>$79.00</td>
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<td>Order today, delivers: Wed Feb 7 – Free</td>
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<tr>
<td>Pickup: Today at Apple Michigan Avenue</td>
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<tr>
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<td>$198.00</td>
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<td>Pickup: Ships to Apple Michigan Avenue</td>
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<tr>
<td><strong>Apple Remote</strong></td>
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<tr>
<td>Order today, delivers: Wed Feb 7 – Free</td>
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</tr>
<tr>
<td>Pickup: Today at Apple Michigan Avenue</td>
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</table>
Apple Thunderbolt Cable (0.5 m) – White
$29.00  2  $58.00
Order today, delivers: Tomorrow – Fastest | Wed Feb 7 – Free
Pickup: Today at Apple Michigan Avenue
Show Gift Options

Mini DisplayPort to VGA Adapter
$29.00  2  $58.00
Order today, delivers: Tomorrow – Fastest | Wed Feb 7 – Free
Pickup: Today at Apple Michigan Avenue
Show Gift Options

Shipping and pickup options can be selected in Checkout.

Bag Subtotal  $2,337.95
Free Shipping  $0.00
Estimated Tax  $146.12
Total  $2,484.07

Recommended for You

Magic Mouse 2
$79.00
Add To Bag

Thunderbolt to Gigabit Ethernet Adapter
$29.00
Add To Bag

AirPort Time Capsule – 2TB
$299.00
Add To Bag

Questions

When will I get my items?
We need your shipping address before we can give you an accurate delivery estimate. We'll provide delivery dates when you enter your shipping information during checkout. Learn more about Shipping & Pickup.

Can I pick up my items at an Apple Store?
Yes. You can order online and pick up your items at your local Apple Store. You'll see more options during the checkout process. Learn more about Pickup.

What payment methods can I use?
During checkout, you may use any online payment method available on the Apple Store. Learn more about Apple Pay. PayPal, Apple Store Gift Cards, and financing options may not be available for all products. Some customers may qualify for other forms of payment; call 1–800–MY–APPLE for information. Learn more about Payment & Pricing.

How is sales tax determined for my order?

Does Apple offer an education discount?

What financing options are available?
The tax listed on the Bag and Checkout pages is an estimate. Your invoice will reflect the final total tax, which includes state taxes, local taxes, and any applicable fees. Learn more about Payment & Pricing.

Apple offers special pricing for students, teachers, administrators, staff members, and homeschooling programs. If you think you qualify, visit the Apple Store for Education to place your order. Learn more about Payment & Pricing.

*Subject to credit approval. Minimum purchase required. See Terms

<table>
<thead>
<tr>
<th>Shop and Learn</th>
<th>Apple Store</th>
<th>For Education</th>
<th>Account</th>
<th>About Apple</th>
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<tr>
<td>Mac</td>
<td>Find a Store</td>
<td>Apple and Education</td>
<td>Manage Your Apple ID</td>
<td>Apple Info</td>
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<td>iPad</td>
<td>Genius Bar</td>
<td>Shop for College</td>
<td>Apple Store Account</td>
<td>Newsroom</td>
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<tr>
<td>iPhone</td>
<td>Today at Apple</td>
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<td>iCloud.com</td>
<td>Job Opportunities</td>
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<td>Watch</td>
<td>Youth Programs</td>
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<td>Apple Values</td>
<td>Investors</td>
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<td>TV</td>
<td>Apple Store App</td>
<td>Accessibility</td>
<td>Education</td>
<td>Events</td>
</tr>
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<td>Music</td>
<td>Refurbished and Clearance</td>
<td>Environment</td>
<td>Environment</td>
<td>Contact Apple</td>
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<td>iTunes</td>
<td>Financing</td>
<td>Inclusion and Diversity</td>
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<td>iPod touch</td>
<td>Reuse and Recycling</td>
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<tr>
<td>Gift Cards</td>
<td>Shopping Help</td>
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<td></td>
</tr>
</tbody>
</table>

More ways to shop: Visit an Apple Store, call 1-800-MY-APPLE, or find a reseller.
Entrepreneurship Support Program Application [#15]

Applicant Name * 
Seth Fonda Simmons

Applicant Address *
1220 Darrow
Evanston, IL 60202
United States

Applicant Email *
sethsimmons22@gmail.com

Applicant Phone Number *
847 736 8938

Business Name *
Fresh Prints: Custom Apparel & Design

Business Address
1220 Darrow
Evanston, IL 60202
United States

Please provide a description of your business (500 words max)

Fresh Prints: Custom Apparel & Design is an Evanston, internet based, business dealing in the custom apparel, graphic design and retail industry.

It is intended as a sole proprietorship under Illinois state law and is headed by Seth Simmons of Evanston IL, who has worked in the custom apparel and design industry for the last five years managing, working in production and graphic design and handling customer service.

The mission of Fresh Prints is to produce new and creative ideas in graphic design for clothing and apparel and help customers bring their ideas and designs to life on clothing through attentive customer service and digital design help at an affordable cost.

Fresh Prints provides our own pre made artistic, digital designs, that customers can choose from and have put on their choice of apparel. We offer multiple methods of printing using heat transfer vinyl, ink transfers and graphic heat transfers.

Fresh Prints also offers customers the ability to have their own ideas put on their choice of apparel through the website or with graphic design help and creation.

As a local Evanston business, Fresh Prints also offers a courier service for same day delivery on orders for all local Evanston residents.

Services to be funded:  
• Tools/Equipment

Do you need financial assistance with City licensing or permitting requirements?  
• No

Please describe how you intend to use Entrepreneurship Support Program funding to expand your business (500 words max)

I intend to use the funding from the Entrepreneurship to expand my business by purchasing a graphic vinyl cutter. The graphic vinyl cutter is a machine that does precision cutting on a multitude of mediums that can then be heat pressed onto apparel, turned into window banners and signs or vinyl car wraps just to name a few. If given the funding for a graphic vinyl cutter, it would grow my business exponentially because
it would open the door for me to create a plethora of different types of products for customers.

Upload written estimates for the services needed below:

- price1.png (158.42 KB · PNG)
- price2.png (169.89 KB · PNG)
- price3.png (162.30 KB · PNG)

Upload business plan (.pdf or .doc) *
- seth_simmons_business_plan.docx (24.25 KB · DOCX)

Upload proof of residency or business location (lease, utility bill, bank statement, etc.)
- nicor_bill.jpg (1.33 MB · JPG)

Upload proof of completion of a business training program (Community Business Academy or other) *
- sunshine_certificate.jpg (1.33 MB · JPG)

“I certify that all of the information contained in this document, all statements, information, and exhibits that I am submitting is true and accurate and to the best of my knowledge. I certify that I have reviewed the Program Guidelines associated with the City of Evanston’s Entrepreneurship Support Program." (Type name below for signature).

Date: Sunday, February 11, 2018

Seth Fonda Simmons
Fresh Prints:
Custom Apparel & Design

Seth Fonda Simmons
1220 Darrow
Evanston IL, 60202
847-736-8938
Sethsimmons22@gmail.com
I. Executive Summary

Business Description

Fresh Prints: Custom Apparel & Design is an Evanston, internet based, business dealing in the custom apparel, graphic design and retail industry.

It is intended as a sole proprietorship under Illinois state law and is headed by Seth Simmons of Evanston IL, who has worked in the custom apparel and design industry for the last five years managing, working in production and graphic design and handling customer service.

Business Mission

The mission of Fresh Prints is to produce new and creative ideas in graphic design for clothing and apparel and help customers bring their ideas and designs to life on clothing through attentive customer service and digital design help at an affordable cost.

Services Provided

Fresh Prints provides our own pre made artistic, digital designs, that customers can choose from and have put on their choice of apparel. We offer multiple methods of printing using heat transfer vinyl, ink transfers and graphic heat transfers.

Fresh Prints also offers customers the ability to have their own ideas put on their choice of apparel through the website or with graphic design help and creation.

As a local Evanston business, Fresh Prints also offers a courier service for same day delivery on orders for all local Evanston residents.
II. Business Summary

Industry Overview

The custom apparel printing and design industry is a consistently upward moving industry. More and more people are using custom print shops to promote their businesses, events or just their own personal message and style. As of right now, this specific industry of retail is booming but is lacking in local Evanston competition, creating high cost monopolies and acute options when choosing a custom printing shop for our apparel needs.

Research shows that the main factors for customers purchasing decisions in this industry, revolve around the price of the product, the speed in which they receive the product and the overall quality of the product.

Fresh Prints offers lower costs than any other local custom print shops, same day courier service delivery for local Evanston residents and a higher quality product that last longer than the competition.

Business Goals and Objectives

Short term:

The short term goals of Fresh Prints is to create a loyal, local customer base, through excellent customer service, graphic design help, amazing, creative and artistic products and second to none service that leave the customer feeling appreciated.

Long term:

Long term, the goal of Fresh Prints is to be able to expand from an internet based business into a local store front within the first 2 years and within 5 years, into multiple locations within the Chicago land area while still offering the local community better prices, services and quality products than the competition.
III. Market

Target Market

The target market on the custom printing industry tends to lean toward schools and local businesses as they tend to be consistent repeat customers due to the need for uniforms for new and existing employees or when changing company logos. Schools need custom printing for clubs, sports teams and events that go on all year long, each needing custom apparel for different venues.

Evanston has a plethora of schools and local business that need and use custom printing for the business or event needs, creating a large customer market custom printing businesses.

Pricing Strategy

As someone who has worked in the custom printing industry for the last five years, for two of the well known custom apparel printers in Evanston and Chicago, I’ve come to understand that most businesses in this industry charge their customers up to five times more per product than it actually costs to produce, making them around 400% profit on each item they sell. My strategy for pricing is to simply undercut all of the competitions prices because there is still a huge profit to be made without ripping off the customer base. As a local based, internet business, I want my customers to feel appreciated and not taken advantage of. Offering a better product at a better price than the competition is always good business for the consumer and business itself.
IV. Competition

Local Competition

Currently, there are only two main businesses in the custom printing and apparel industry in Evanston. Evanston Imprintables and Underground Printing.

Both companies offer similar services such as design help and custom printing.

Currently, Evanston Imprintables flow of business has slowed due to high costs and poor customer reviews. Underground Printing is another local print shop but they have their printing and design work done in Wisconsin and shipped back to Evanston, which creates longer production times for customers.

At Fresh Prints, we believe that we have a competitive advantage over both shops. We offer higher quality products with lower prices and services with the added bonus of same day courier service for local residents.

V. Financial Plan

12 month Profit and Loss Projection

Monthly expense for salaries and overhead $1250 (Projected)

Revenue and sales for first year of business: $25,000 (Projected)

Gross Profit for first year of business: $10,000 (Projected)
Seth Simmons

Certificate of Completion

This acknowledges that Seth Simmons has successfully completed Sunshine Enterprises Community Business Academy on this day of April 18th, 2016.

Shelby Patchman, Director of Programs
Ethan Daly, Director of Strategy and Partnerships

Joel Ham Nick, Executive Director

Rising Tide
Transforming Lives Communities
Gospel Ministries
ROLAND CAMM-1 GS-24 DESKTOP VINYL CUTTERS

Excellent prices and support for Roland CAMM-1 GS-24 Desktop vinyl cutters. We offer a wide variety of package options to suit your needs, many with additional software upgrades and supplies.

Roland Camm-1 GS-24 Desktop Vinyl Cutter with Stand
PLT-R-GS24

$1,795.00
Our Best Desktop Cutter Ever

Build your business right from your desktop.

Overview

CAMM-1 GS-24
Desktop Cutter

LIST PRICE
$1,995 US*

* U.S. only. For Canada, Latin America and Caribbean pricing, please call (949) 727-2100, or contact an Authorized Roland Dealer in your area.

The Roland CAMM-1 GS-24 desktop cutter is precision and efficiency to the max. With a completely redesigned cutting carriage and blade holder, the GS-24 offers great stability, up to 10x overlap cutting and
Roland GS-24 CAMM 1 Vinyl Cutter with Stand & 10 Rolls of Oracal Vinyl

Stand and Oracal Sample Kits included at no additional cost.
While supplies last. ($380.99 Value)*

P-ROCGS-24

Regular Price: $2,379.94
Sale Price: $1,795.00

NEED FINANCING? Click Here

Availability: Ships from warehouse, when in stock.

4 Reviews
Write a Review

100% of respondents would recommend this to a friend
Entrepreneurship Support Program Application [#16]

Applicant Name *
Ava Gordon

Applicant Address *
1904 Lee Street
Evanston, IL 60202
United States

Applicant Email *
agortlesmadeit@gmail.com

Applicant Phone Number *
407-766-4996

Business Name *
AGORTLES Dessert Shop

Business Address
1904 Lee Street
Evanston, IL 60202
United States

Please provide a description of your business (500 words max)
AGORTLES is owned and operated by Ava Gordon. Inspired by the influences of tradition we are a local manufacture of baked goods, specializing in our very own line of gourmet cookies, cakes and much more. Our name is unique as is our recipes; featuring a variety of traditional family favorites with a touch of “nutritional value” additions. Free of artificial preservatives, colors and sweeteners; we pride ourselves on using high quality ingredients while organically adding love into each product.

Services to be funded:
• Professional Services
• Tools/Equipment
• Production & Work Space
• Research & Development
• Professional and Market Networks

Do you need financial assistance with City licensing or permitting requirements?
No

Please describe how you intend to use Entrepreneurship Support Program funding to expand your business (500 words max)
AGORTLES Dessert plans to use the funding to expand our business in a few ways:
1. 10Qt Mixer Restaurant Depot $ 700.00
2. Square’s iPad-based point-of-sale system Square $ 169.00
3. Apple iPad 2 Apple $ 329.00
4. Account Software 12-month subscription Quickbooks $ 420.00
5. Shared Kitchen 60 day Rental Fee Edge of Sweetness $ 1520.00

Upload written estimates for the services needed below:
shared_kitchen_doc.pdf
434.70 KB · PDF

pricing_sunshine.docx
436.20 KB · DOCX
Upload business plan (.pdf or .doc) *

Upload proof of residency or business location (lease, utility bill, bank statement, etc.)

Upload proof of completion of a business training program (Community Business Academy or other) *

"I certify that all of the information contained in this document, all statements, information, and exhibits that I am submitting is true and accurate and to the best of my knowledge. I certify that I have reviewed the Program Guidelines associated with the City of Evanston's Entrepreneurship Support Program." (Type name below for signature).

Date

Wednesday, February 14, 2018

Ava Gordon
Business Plan

OWNERS

AGORTLES Dessert Shop
1904 Lee Street
Evanston, IL 60202
407-766-4996
agortlesmadeit@gmail.com
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Professional Experience & Founding History

I. Please list any and all of your relevant formal qualifications (i.e. business education, degrees, training certifications, LEND or Sunshine Academy engagement):

AGORTLES Dessert Shop (Self Owned) Jan 2002 – Current
Pastry Cook/Chef

Education
BS.BA with a major in Financial Services – Graduation date July 2008 (GPA 3.35)
Notter School of Pastry Art - European Baking and Pastry Program Dec 2008 (GPA 3.9)
Food Sanitation License – Expiration July 2020
Sunshine Enterprise Business Academy – Graduation date August 2016
Six Sigma Greenbelt Trained – October 2016

II. Please summarize your personal background and employment record; how did you get to where you are today?

My childhood was spent sitting on a kitchen counter watching history in the making from my grandparents, but never beyond the 4 walls we lived in. At the tender age of 10 I was gifted an Easy Bake Oven to then put my desires into action for my siblings while mom made dinner. Ava Gordon was trained by her grandparent’s decedents from Jamaica. She is the owner and operator for AGORTLES, a small privately held pastry business structured as a sole proprietary. Ava holds a dual degree in Business Administration and Financial Services from Columbia College along with a certificate in Pastry Arts from The Notter School of Pastry Arts.
Briefly describe when, how, and why you formed the company and its development so far. How did you develop a passion for your current business?

AGORTLES Dessert Shop established Jan 2015 – Manufacturer of classic baked goods in our Evanston community, specializing in nostalgic favorites appealing to not only the younger millennial consumer, but for the Generation Z as well.

AGORTLES unofficially started selling cookies door to door as an extra income stream to help supplement my son’s college education, but soon discovered not only a want, but a demand for the product.

My initial thought of making extra income, was more of us getting first hand market research data. We have invested on average 30 hours a week with research and development, flavor profiles, infographic (how people see colors), labeling along with packaging ideas that would be most cost effective and catchy simultaneously. In a Neilsen consumer report, cookies/biscuits are ranked #4 as a global average for the 10 most favorite snacks! “While conventional cookies, cakes and confections categories still hold the majority share of snack sales, more innovation in the healthy snacking and portable food space is necessary to adjust to this changing dynamic.”


2012 is when I formally began to build on what came naturally. I tried developing a brand through a few names and ideas, but nothing really made sense. Nothing was organically blossoming... until January 2015 I decided to pursue the success of AGORTLES Desserts and share with the world that I had a great product that comes from a line of tradition. As the sole owner/chef I have been trained in a large kitchen setting as well as kept a small part time self-made pastry business for the last 10 years. I have over 15+ years of corporate training and of those 15+years, 8 are within financial institution. I am a financial professional with a wide range of identifying service efficiency, sales support, process improvements, and client service delivery thru creative and proactive measures. Inspired by the influences of tradition we are a local manufacture of baked goods, specializing in our very own line of gourmet cookies, cakes and much more. Our name is unique as is our recipes; featuring a variety of traditional family favorites with a touch of “nutritional value” additions. Free of artificial preservatives, colors and sweeteners; we pride ourselves on using high quality ingredients while organically adding love into each product.
Operating Structure

III. Please list and describe your present products and services offered, as well as hours and days of operation:

Order desk hours:
- 8am – 2:30pm Monday thru Friday
- Baking Hours:
- 5pm – 10pm Monday - Friday

Delivery Schedule
- Off Delivery – Per request with a 48-hour lead time for fulfillment of order
- 10am – 3pm Sat-Sun: Deliver
- Retail Customers: Call to place your order.
- Wholesale Customers: Standing Orders will be dropped as agreed. To place or change your order please contact our order desk: (407) 766-4996 or agortlesmadeit@gmail.com

CURRENT PRODUCT PRODUCTION

GOURMET COOKIES

<table>
<thead>
<tr>
<th>Traditional (Classic) Cookies – 50g</th>
<th>Specialty Cookies – 50g</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Dozen... $ 10.99</td>
<td>1 Dozen... $ 12.99</td>
</tr>
<tr>
<td>2 Dozen... $ 19.99</td>
<td>2 Dozen... $ 24.99</td>
</tr>
<tr>
<td>3 Dozen... $ 27.99</td>
<td>3 Dozen... $ 34.99</td>
</tr>
</tbody>
</table>

- Milk Chocolate
- Butter Pecan
- Butter
- Peanut Butter (Dark chocolate)
- Oatmeal Raisin
- Snicker doodle
- Sugar
- Oatmeal Chocolate Walnut
- Almond Rainbow
- **Coconut Ginger Jamaican Cookie**
- Rugelah
- Salted Caramel
- White Chocolate Cranberry
- Grameal – Nut based cookie
- Chocolate noli – Different fillings
- Dark Chocolate Zucchini (optional nuts)
- Coconut Cashew (White Chocolate)
**TRADITIONAL POUND CAKE**

*Pound Cakes*

10” Round... $30.00

- Traditional Vanilla Bean
- Traditional Citrus Lemon
- Traditional Marble Chocolate Cheesecake
- Traditional 7-Up
- Traditional Chocolate Marble Pound Cake
- Traditional Deep Chocolate Peanut Butter Pound Cake
- Traditional Caramel Butterscotch Pound Cake
- Traditional Coconut Cream Pound Cake
- Traditional Cinnamon Sugar Pound Cake
- Traditional Raspberry Pound Cake
- Traditional Cinnamon Apple Brown Sugar Pound Cake

**IV. Please detail your pricing structure. Is it variable? (i.e. changing menu or product line)**

Our prices will vary on either it being a retail order or wholesale order. Our pricing strategy will be a combination of cost plus pricing and deep discounting.

- Saturday 5DollaHolla – 7 Count $5 (Loss Leader Item)
- Catered Cookies – See page 5
- Wholesale Cookies – Contact for Details
- Catered PoundCakes – 3 count or < $30.00
- Wholesale PoundCakes – 4 count or > $26.00

**V. How do you receive payment? (i.e. What is your system for processing credit cards? Are you cash only? Do you accept checks and, if so, what is the deadline for payment?)**

Current receipts of payment for some items are COD. Catered orders require a 50% deposit to start the job.

Currently we accept all forms of payment:

- Cash
- Credit Card – Square reader
- Checks – Square reader

**VI. How does your business model change over the course of the year? Is there a consistent customer flow or is there seasonal variation? If so, how do you address seasonal changes?**
Currently our market isn’t big enough for change nor would we find a benefit at this time to change throughout the course of the year. By the end of year one, we will be a full participant of our local farmers markets.

We have a consistent customer flow with our current market, but needs to be expanded by 3 to 4 times. For consumers, cookies, brownies and bars are very much an afternoon snack item or a mid-morning snack or late-night snack.
**Market Analysis**

**VII.** What is your intended audience or demographic? Provide the geographic location of your customers and the type of customers you serve:

“Consumers want snacks to stick to the basics,” said Dunn.

To find the deepest level of commitment to healthy foods, however, you need to look where people are willing to put their money where their mouths are. The consumer’s with the willingness to pay a premium for health attributes declines with age as well. Generation Z and Millennials are more willing to pay a premium for all attributes, even those that are more important to Generation X and Baby Boomers.

The two opportunities for growth identified in the Nielsen global study are snacking as meal replacement and addressing the needs of three distinct types of snackers: planner, purposeful, or spontaneous

- Large percentages of global respondents are **planners** - Marketers need to reach this type of snacker before they get to the store. Reach them through your web site, fliers, marketing and social media.
- The second largest group is **spontaneous** - North American respondents lead the way for buying a variety of different snacks. This group of snackers is the most adventurous and makes their purchase decision in the store. Catch their eye with attractive in-store signage and sampling programs
- The last group, **Purposeful** snackers, are the third group of snackers and know what they want in a snack. Purposeful snackers may not want see us as first choice because they prefer to buy name-brand snacks, and many will only buy snacks that are on sale. North Americans have the highest percentage of respondents that buy snacks on sale at 43%.

**Geographic location**

Our market primarily resides in Evanston IL. Evanston, IL, bordered by Chicago to the south, Skokie to the West, and Wilmette to the North. Evanston is unique, livable and sits on the edge of Chicago, Lake Michigan and North Shore. This innovative city populates (2014) 75,658 residents and is the home to Northwestern University! (www.Evanstonedge.com).

**VIII.** List firms you have identified as primary competitors in your market(s). Identify their strengths and weaknesses then describe how your company stands out:

**Competition**
- **Direct**
  - Mrs. Fields Cookies - Nationwide
  - Great American Cookies - Nationwide
  - Cookies by Design – Nationwide
  - Silverland Bakery – 439 Des Plaines Ave, Forest Park, IL 60130
Competitor Strengths
The profitability of individual companies depends on efficient operations, effective marketing, and a strong sales force. Large companies have advantages in purchasing, distribution, and marketing. The US industry is highly concentrated: the top 50 companies account for more than 90% of industry revenue. Larger companies have a pricing advantage because they have access to more equipment, they can do larger runs and save money on items per piece.

Our Weaknesses
Limited resources, a nonexistent reputation, concerns over cash flow and only speculative information about your target demographics.

Competitor Gaps / Opportunities
Small operations can compete effectively by manufacturing allergen- and sugar-free products, high-end cookies and crackers, or products containing unusual ingredients.

Agility – We are young and formless for the first couple of years. Have a solid business plan and an operations strategy in place, but there’s nothing confining us to those structures.

Team chemistry - working so closely together on work that matters to all of you that you’ll have a natural chemistry in your working relationships.

Workers will be more productive and more satisfied with their jobs, giving you more reliable work and a lower turnaround.

Bureaucracy - While you might have some solid rules and formal processes in place, your startup doesn’t have a fraction of the bureaucratic
Competitive pricing - Startups have less overhead. Because fewer people are using fewer resources to develop products and services, they can be priced more aggressively than those same products and services churned out by a multi-level, massive corporation. You’ll also have more flexibility in pricing, open to negotiation, so you’ll be able to secure more clients.

Personality - Finally, and perhaps most importantly, because startups have fewer people within an organization, they tend to have a much better, more accessible brand personality. The employees, taking a smaller salary and having more freedom, all actively want to be a part of the company, so they’re happier and more fun to work with. Some customers will naturally gravitate toward you because you are a startup. You’re novel and you’re an underdog. People love that.

IX. Based on the geographic location of your business and the target demographics listed above, please provide an estimate for the total market size; in other words, how many unique potential customers exist in this space?

Demand is driven by population growth, consumer tastes, and health considerations. Evanston, home of Northwestern, with an overall healthy population of 74,895 (2016).

Northwestern Undergraduates: 8,314 (11% of Evanston population as of 2016) Of that the millennials are a driving force in snack trends along with Generation X and boomers where they find appeal more so in health and wellness. Of the 77 million millennials in the United States, they are 24% of the U.S. population. As millennials continue to secure employment, own their own homes and have families of their own, they will continue to be a driving force in all sorts of retail behavior. About 61% agree gourmet or premium products are worth paying more for, including 72% of those aged 25-34. A recent U.S.-only Nielsen study examined snack occasions and found that men are more likely to snack while working, whereas women are more likely to snack while using their smartphones, laptops or tablets. Nostalgic favorites are appealing to that younger millennial consumer. Our market also includes the consumer looking for “Not one size fits all” product line that has its own unique flare that identifies with them, but not too far from classic characteristics.
Marketing Plan

X. What marketing strategies have you used in the past? Which were most successful? Consider Pricing (discounts, bundles), Promotions, Product (variations to the services offered to keep customers engaged), Placement (where are messages most effective)

As the company’s representative, I made personal introductions, armed with a competitive product and price. Our current retail marketing branding strategy is kept simple; door to door sales women with a product in hand for sale. For the couple wholesale opportunities that were recently granted, we met with prospective wholesale buyers offering free assortment of samples.

Research shows it pays to be first to the position; buyers do not believe the next company because another one got into their minds first and foremost with more pervasive and effective promotion and distribution.

Initially, the company will use the following marketing lead plans and materials:

Lead generation plan
- Engage in Web-based marketing for the next year to generate awareness of the company and product information; prices for advertising have consequently significantly dropped making the expenditure more cost effective.
- Engage in outdoor advertising providing general awareness to the public at large and direct individuals to the company's website – POP UP SHOPS
- Thru the use of Social Media – Yelp/ Facebook / Instagram #hashtags / short interactive videos
- Customer referrals to other customers via a business card promotion
- Business referrals from area businesses via introductory promotion marketed SAMPLE BOXES
- Online advertising at www.wildertoday.com, a Wilder news website, and via local pay-per-click advertising on Google Adwords
- Print advertising in the Union Station monthly newsletter, CHICAGO TIMES / RED EYE
- Alternative advertising through posters on buses and trains which serve the greater Chicago area
- Branded t-shirts work on weekends / hand out business cards
- BRANDED APRONS / DESIGNED LOOK “THIS IS OUR FLOUR’S PURPOSE, WHAT IS YOUR’S?!” Conversational piece
- Expos
- Farmer’s markets
- Our attire / eccentric

Marketing materials
- General business cards
• Tri fold brochure/menu
• AGORTLES website
• Radio station ads
• Text ads on Google Adwords

Marketing objectives
• Increase repeat customers by 7% per quarter.
• Decrease customer acquisition costs by 8% per year.
• Maintain positive, steady growth each month.

Web plan
AGORTLES website is intended to serve dual purposes; encouraging visitors to purchase online and visit our near future physical store. Products will be available for purchase over the website, using the menu with images of all items as well as any promotional items, i.e. Kitchen tools and apparel. AGORTLES will then either mail or deliver the order based on distance of travel.

The website’s main pages will be:
• Menu
• Location (including map) and hours (delivery hours)
• Contact information (with form for questions and comments), including links to follow AGORTLES on Instagram and Facebook.
• RATINGS/REVIEW Page
• Short Video’s on baking topics and recipes

XI. Describe which demographics of the customer base and geographical area you will target with marketing in the future. Where is the greatest need for awareness?

Nostalgic favorites are appealing to that younger millennial consumer, (who is interested in) more classic styles of desserts,” said Jennifer Aranas, project director at Datassential.

XII. What marketing strategies do you plan on pursuing going forward?

• Business “Coming Out” party
  o Inviting local businesses
  o Inviting family / friends

• Follow up with past conversation with individuals / local businesses on wholesale opportunities
• Brand Ambassador
• Influencer
• Videographer to make short videos of process
• YouTube Channel – “Know How” – Tips / Tricks
• Give away opportunities for posting on their social media and tagging me
Management

XIII. Describe your organizational structure. Please include key management roles and a list of employee responsibilities.

Organization & Management
AGORTLES Dessert Shop is an overall product development and manufacturer of gourmet baked goods for individual delivery/purchase, but most of all, to fill the need for medium size company outsourcing needs. The food industry is becoming more and more expense to manage a brick and mortar along with customer specific needs, frequently cited as the driving force behind the need for outsourcing. More companies are realizing that it is more cost-effective to outsource products to manufacturers that specialize in key technologies.

- Legal entity/structure of the business, and when established, where located
  o Sole proprietary
  o AGORTLES Dessert Shop
  o Established January 2015
  o Evanston, IL
  o Specializing in Gourmet Cookies and Pound Cake

- Key personnel
  o JOB DESCRIPTIONS
    ▪ Head Baker /Chef/Manager – Ava
    ▪ Marketing (Social Media) – Ava
    ▪ Delivery Driver – Ava
    ▪ Bookkeeper – Ava
    ▪ Inventory Clerk – Ava
  o Bios (if personnel are on board)

- Head Baker
  o Process and log in customer order
  o Schedule order on calendar
  o Handle customer inquiries/confirm customer requirements
- Fulfill orders
- Schedule delivery

- Marketing/Web Master (1 Part time)
  - Design/Maintain website
  - Process online order requests
  - Handle customer inquiries and special requests
  - Manage e-mail list
  - Maintain blogs
  - Posting online press releases
  - Collect customer data
  - Implement marketing techniques
  - Social Media Postings

- Delivery Driver (1 Part time)
  - Confirm details of delivery (location-specifics/time) with staff and customer
  - Contact customer to notify estimated time of delivery and terms of receipt
  - Load and secure product
  - Thank customer, provide additional customer service, and leave business card
  - Maintain vehicle (gas, oil change, general repairs/keep)

- Bookkeeper
  - Develops system to account for financial transactions; defining bookkeeping policies and procedures.
  - Maintains subsidiary accounts by verifying, allocating, and posting transactions.
  - Balances subsidiary accounts by reconciling entries.
  - Balances general ledger by preparing a trial balance; reconciling entries.
  - Maintains historical records by filing documents.
  - Prepares financial reports by collecting, analyzing, and summarizing account information and trends.
  - Complies with federal, state, and local legal requirements by studying requirements; enforcing adherence to requirements; filing reports; advising management on needed actions.
  - Conduct invoice activities
  - pay vendors for delivered materials.
  - Ensure that invoices are correct regarding material quantity/quality specifications; review invoices listed prices; make necessary pricing adjustments; make computer entries and cuts checks for vendors.
  - Provide inventory support. Maintain office materials and supplies at levels; receipt and store them;
  - Perform clerical/administrative functions.
  - Enter data, type, generate work orders; handle phone calls and incoming mail; install software programs; maintain files; make minor repairs to office equipment;

- Inventory Clerk
Counts store inventory for official store records.
Maintains logs of all products and supplies.
Checks actual store inventory against computerized records.
Reports any discrepancies in inventory records to store manager.
Receives store deliveries.
Assists in unloading inventory from delivery truck.
Organizes inventory in stock room.
Restocks merchandise on sales floor as necessary.
Files all delivery and inventory receipts.
Uses inventory software to keep track of orders, returns, and supply.
Writes up inventory reports detailing any overstock or missing items.
Ensures that stock room is clean and well organized.
Moves and restructures organization of stockroom to make space for new inventory.
Assists in cleaning and organizing the store upon closing.
Pulls any defective or expired merchandise for return.
Packs up items for return and creates shipping labels.
Submits orders for replenishment of inventory.
Reviews shipping and receiving documents for accuracy.
Assists store or inventory manager in devising new ways to reduce shrink and maintain inventory control.
Capital Summary and Sourcing

XIV. **List the major operating equipment that your company owns or leases (feel free to add more items if required):**

<table>
<thead>
<tr>
<th>Item</th>
<th>Age</th>
<th>Condition/Description</th>
<th>Check One (X)</th>
<th>If Owned:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Owned</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td>Leased</td>
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</tr>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>16</td>
<td>Good</td>
<td>X</td>
<td>Rent</td>
</tr>
<tr>
<td>2.</td>
<td>3-4</td>
<td>Good</td>
<td>X</td>
<td>Rent</td>
</tr>
<tr>
<td>3.</td>
<td>3-4</td>
<td>Good</td>
<td>X</td>
<td>Rent</td>
</tr>
<tr>
<td>4.</td>
<td>3-4</td>
<td>Good</td>
<td>X</td>
<td>Rent</td>
</tr>
</tbody>
</table>

XV. **Describe your sourcing process for key inputs:**

List your major suppliers by location, order quantity, frequency of use, and price

Restaurant Depot - [5836 N Pulaski Rd, Chicago, IL 60646](5836 N Pulaski Rd, Chicago, IL 60646)
Baking ingredients
Packaging

Gordon’s Food - [2424 Oakton St, Evanston, IL 60202](2424 Oakton St, Evanston, IL 60202)
Baking ingredients

Webstaurant.com
Packaging Supplies

Food supplies per month: $350
Packaging supplies per month: $200
Financial Analysis (for Startups):

I. Outline all projected costs necessary:

<table>
<thead>
<tr>
<th>Monthly Expenditure</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent Expense</td>
<td>$760</td>
</tr>
<tr>
<td>Bank Fees</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fuel/Gas</td>
<td>$50</td>
</tr>
<tr>
<td>Food Supplies</td>
<td>$350</td>
</tr>
<tr>
<td>Insurance</td>
<td>$42</td>
</tr>
<tr>
<td>Rented Equipment</td>
<td>$0.00</td>
</tr>
<tr>
<td>Facilities/Repairs</td>
<td>$0.00</td>
</tr>
<tr>
<td>Utilities</td>
<td>$0.00</td>
</tr>
<tr>
<td>Employees</td>
<td>$0.00</td>
</tr>
<tr>
<td>Charitable Giving</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TOTAL EXPENSES:</strong></td>
<td><strong>$1202</strong></td>
</tr>
</tbody>
</table>

II. Provide an overview of all revenue streams, by month, for the past year:

5DollaHolla Cookie Sales: Period: 12 Months  
$2642.00 / Avg. $220.00/month / Avg. $55.00/wk

Purchase Order Sales: Period 12 Months (B2B & Catering)  
$8254.16 / Avg. $688.00/month

III. Based on projected costs, provide a breakeven analysis to estimate the number of customers you need to exceed in order to be profitable on a monthly basis:

Refer to Excel document
Financial Analysis (for Established Businesses):

I. Operating Statement

II. Explain how you derived the seasonal variation in your cash flow:

Not much seasonality, pretty steady demand throughout the year

III. Provide a Debt Ratio: (monthly housing + monthly debt) / monthly income

Monthly Housing $1580.00 + Monthly Debt $1692.00 (including business expense above) / $4100.00
= 0.79%

IV. Provide a Housing Ratio: (monthly housing expenses / monthly total income)

Monthly Housing $1580.00 + Monthly Debt $490.00 / $4100.00
= 0.50%

*Monthly Expense*

Mortgage - $1580

Water - $71 (Avg. 7 months)
Electric - $59
Gas - $30
Cell Phone - $100
Student Loan $130
Credit Card - $100
Total = $490 housing expenses
Future Planning/Ambitions

I. Do you have any ideas to adapt or modify for service/product offerings to increase sales or expand your business?

Stage 1: Getting an independent space, housing all the items: backdoor
Stage 2: Opening the front door, walking foot traffic
Stage 3: Opening it only at night (dessert bar)

II. If you have outlined a growth plan, describe how you plan to meet an increased demand by growing your labor force?

Definitely hire some apprentice of some sort, aspect of “dining” – high school students

III. Have you explored future options for funding capital and inputs?

Small business Grants
Small business Loans
Go Fund me campaign
**Grant Request**

<table>
<thead>
<tr>
<th>Service Requested</th>
<th>Proposed Vendor</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 10Qt Mixer</td>
<td>Restaurant Depot</td>
<td>$ 700.00</td>
</tr>
<tr>
<td>2. Square’s iPad-based point-of-sale system</td>
<td>Square</td>
<td>$ 169.00</td>
</tr>
<tr>
<td>3. Apple iPad 2</td>
<td>Apple</td>
<td>$ 329.00</td>
</tr>
<tr>
<td>4. Account Software 12-month subscription</td>
<td>Quickbooks</td>
<td>$ 420.00</td>
</tr>
<tr>
<td>5. Shared Kitchen 60 day Rental Fee</td>
<td>Edge of Sweetness</td>
<td>$ 1520.00</td>
</tr>
</tbody>
</table>

Total Requested Grant: **$3138.00**

This grant will help Agortles achieve numerous purposes. It will enhance the current supply of equipment: a mixer is essential to improving the quality of all her baked goods and the technological products will make it more efficient for her to process/analyze her sales reports in the future. She is also splitting a kitchen (which provides her with additional equipment as well) and she would need to pay them a 60 day Rental fee (2 months worth of rent) to acquire the space. Overall, this is a great business with yummy, homemade goods with fantastic potential which this grant can help realize.
On this day of
AUGUST 29, 2016

Certificate of Completion
THIS ACKNOWLEDGES THAT

Ava Gordon
HAS SUCCESSFULLY COMPLETED
SUNSHINE ENTERPRISES
COMMUNITY BUSINESS ACADEMY

ETHAN DALY, DIRECTOR OF STRATEGY AND PARTNERSHIPS
SHELBY PARCHMAN, DIRECTOR OF PROGRAMS

JOEL HAMERNICK, EXECUTIVE DIRECTOR

RISING TIDE
CAPITAL
TRANSFORMING
Lives in Communities through Entrepreneurship
<table>
<thead>
<tr>
<th>Available space</th>
<th>Price-per month</th>
<th>Notes</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Work space</td>
<td>$760.00</td>
<td>6x8 space available includes 1 item (table or shelf)</td>
<td>equivalent to 8 hours/week in shared kitchen</td>
</tr>
<tr>
<td>Work space</td>
<td>$1600.00</td>
<td>10x10 space available includes 1 item (table or shelf)</td>
<td>equivalent to 18 hours/week in shared kitchen</td>
</tr>
<tr>
<td>Cooler</td>
<td>$40 per shelf</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Freezer</td>
<td>$40 per shelf</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oven equipment use</td>
<td>Included</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Event Rental</td>
<td>$120 (up to 6 hours)-$200 (6 to 12 hours)</td>
<td>$120 (up to 6 hours)-$200 (6 to 12 hours), cooler/ freezer use during prep time is available upon request</td>
<td>Prep/cooking/cooler use during time-limited to availability</td>
</tr>
<tr>
<td>Pop Up event at space</td>
<td>Varies</td>
<td>Available for up to 2 days prep and event (hourly rate for event)</td>
<td>Prep/cooking/cooler use during time-limited to availability. Tenant must clean all areas used and restore to original state immediately following event. Retail space may need to be restored as soon as one hour post event as indicated. Additional fee may apply if not restored within designated time period.</td>
</tr>
</tbody>
</table>
Commercial Small Appliances

Refine

Departments
Restaurant Supplies > Restaurant Equipment
Commercial Small Appliances

Shipping & Pickup
☐ Free shipping for Plus (6)
☐ Free shipping (9)
☐ Pick it up today (1)

Brand
☐ Amara (11)
☐ General (5)
☐ Omega (2)
☐ Aroma (1)
☐ Commercial Pro (1)

General GEM 120 Planetary Mixer

From $824.00
Online only
Free shipping
10 results found for **pos systems**.

**Refine**

**Departments**
- Office Safety & Security
- Cash Boxes & Money Handling
- iPad Accessories
- Business Supplies
- Cash Registers
- More...

**Shipping & Pickup**
- Free shipping for Plus (3)
- Free shipping (7)
- Pick it up today (2)

**Brand**
- The Coin Tainer Co (3)
- Durable (2)
- Casio (1)
- SQUARE INC (1)
- Square Trade (1)
- Star Micronics (1)
- Tanfold Inc. (1)

**Search Results**

**Square Stand for Contactless and Chip Reader**

![Product Image]

$199.00
$159.00

In stock

Available at

Online

In club

In stock

551 of 596
Hakka Commercial Dough Mixers 10 Quart Stainless Steel Spiral Mixer
by HAKKA BROTHERS
$799.99 + $4.95 shipping
Only 1 left in stock - order soon.

Results for "commercial mixer 10 qt" (corrected from "commerical mixer 10qt")

PRIMO PM-10 Stainless Steel Mixer, 10 quart Capacity, 13" Width x 30" Height x 23" Depth
by Primo
$836.00 $1,022.28
FREE Shipping on eligible orders
More Buying Choices
$836.00 (6 new offers)

Uniworld 10QT Commercial Stand Mixer ETL Approved Model UPM-10E
by Uniworld
$895.00
FREE Shipping on eligible orders
Only 2 left in stock - order soon.
More Buying Choices
$895.00 (4 new offers)
Square Stand for Contactless and Chip

Connect an iPad, download Square Point of Sale, and plug in hardware. You’re ready to accept every way your customers want to pay, right out of the box.

What’s Included:

- Square Stand, Square Contactless and Chip Reader, Dock for Square Reader
- MAGSTRIPE
- CONTACTLESS (NFC)
- CHIP (EMV)

Looking for a Stand only? Shop now

SELECT MODEL (IPAD NOT INCLUDED)

- for iPad (2017), iPad Pro 9.7”, iPad Air 2, and iPad Air
- for iPad 4

DO YOU WANT AN IPAD?

- I'll use my own iPad (2017), iPad Pro 9.7”, iPad Air 2, or iPad Air
- Add iPad (2017) 32GB Wi-Fi Silver ($329.00)

Quantity

1 x $498.00

Shipping (arrives in 5 to 7 days) Free
Memorandum

To: Honorable Mayor and Members of the City Council
From: Paul Zalmezak, Economic Development Division Manager
       Cindy Plante, Economic Development Coordinator
Subject: Storefront Modernization Program Application for 1101 Howard Street
Date: March 2, 2018

Recommended Action:
Staff and Economic Development Committee support approval of financial assistance through the Storefront Modernization Program for façade renovation of 1101 Howard Street in an amount not to exceed $14,000 for installation of new windows, entry door, and glass.

Funding Source:
Funding will be from Economic Development Business District Improvement Fund (Account 100.21.5300.65522). The approved Fiscal Year 2018 Budget allocated a total of $250,000 for this account to fund both the Storefront Modernization and Great Merchant Grant programs. To date, $0 has been spent from this account, leaving $250,000 available for expenditure.

Livability Benefit:
Economy and Jobs: retain and expand local businesses
Built Environment: enhance public spaces

Background:
The Storefront Modernization Program provides a financial incentive to property owners and their commercial tenants to invest in improvements to commercial property in Evanston. Eligible expenses include street-facing exterior improvements such as windows, doors, signage, painting, and the like. Maximum eligibility amounts for façade projects are determined based on the building’s frontage, with the first 35 feet of linear frontage eligible for a maximum of $10,000; frontage beyond 35 feet increases eligibility by $100 for each additional square foot up to a $25,000 cap. Applicants are eligible to receive a forgivable loan of up to 50% of the total qualifying project cost, and must obtain three written bids for the work proposed, with at least one of the three bids being provided by an Evanston-based contractor whenever possible. The program is intended to help modernize aging building stock in targeted development areas and improve the aesthetics individual commercial businesses within their respective
business districts. (For more detailed information, please refer to the Program Guidelines [online].)

Summary:
The building at 1101 Howard Street is an owner-occupied medical building. The street-facing frontage of the building currently consists of only a masonry façade with no glass except for the entry door. Property owner Frank Karkazis, DDS is seeking funding assistance to update the building’s façade by adding 8 new windows and updating the entry door and glass. The proposed façade renovations were reviewed by the Design and project review committee on February 21, 2018. The building has 75 linear feet of frontage, making the property eligible for a maximum of $14,000 in funding assistance ($10,000 for the first 35 linear feet, plus $4,000 for the additional 40 feet).

The applicant has submitted three bids for the proposed scope of work, including at least one from an Evanston-based contractor as required under the program guidelines. The estimates provided are summarized below:

<table>
<thead>
<tr>
<th>Estimates</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Just Builders Inc.</td>
<td>$61,261.25</td>
</tr>
<tr>
<td>1228 Florence</td>
<td></td>
</tr>
<tr>
<td>Evanston, IL 60202</td>
<td></td>
</tr>
<tr>
<td>US Arsenal &amp; Steel Solution Inc.</td>
<td>$58,000.00</td>
</tr>
<tr>
<td>710 Higgins Rd., Suite 101</td>
<td></td>
</tr>
<tr>
<td>Park Ridge, IL</td>
<td></td>
</tr>
<tr>
<td>Lociacono Builders, Inc.</td>
<td>$71,500.00</td>
</tr>
<tr>
<td>367 S. Rowling Rd. Suite A</td>
<td></td>
</tr>
<tr>
<td>Addison, IL 60101</td>
<td></td>
</tr>
<tr>
<td><strong>Average:</strong></td>
<td><strong>$63,587.00</strong></td>
</tr>
</tbody>
</table>

The average of the three estimates submitted for the proposed work was $63,587. Based on the documentation and bids submitted for this project, staff recommends approval of financial assistance for this project for a total amount not to exceed the maximum of $14,000 based on the width of building frontage.

Attachments:
Storefront Modernization Program Application for 1101 Howard Street
Exterior Elevations
Contractor Bids
1/29/2018 CITY OF EVANSTON Mail - 2018 Storefront Modernization Program [#28]

Cindy Plante <cplante@cityofevanston.org>

### 2018 Storefront Modernization Program [#28]

<table>
<thead>
<tr>
<th>Wufoo</th>
<th>Sat, Jan 27, 2018 at 9:22 PM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reply-To: <a href="mailto:demags@aol.com">demags@aol.com</a></td>
<td>To: <a href="mailto:cplante@cityofevanston.org">cplante@cityofevanston.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Address</th>
<th>1101 W Howard St</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property PIN</td>
<td>1130122059</td>
</tr>
<tr>
<td>Year Property was constructed</td>
<td>1967</td>
</tr>
<tr>
<td>Length of store frontage (feet):</td>
<td>75</td>
</tr>
<tr>
<td>Is this property a historic landmark?</td>
<td>No</td>
</tr>
<tr>
<td>Applicant Name:</td>
<td>Dean Maggos</td>
</tr>
<tr>
<td>Applicant Address:</td>
<td>378 E Third Street, Elmhurst, IL</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:demags@aol.com">demags@aol.com</a></td>
</tr>
<tr>
<td>Phone Number</td>
<td>(847) 791-5452</td>
</tr>
<tr>
<td>Applicant is:</td>
<td>Other</td>
</tr>
<tr>
<td>Name(s) of business(es):</td>
<td>Preferred Dentisty Associates</td>
</tr>
<tr>
<td>Business Owner Name(s):</td>
<td>Frank Karkazis DDS</td>
</tr>
<tr>
<td>How many years has the business been at this location?</td>
<td>20</td>
</tr>
<tr>
<td>Provide a description of the ground floor business(es) at this location (500 words max).</td>
<td>They are of medical and dental offices.</td>
</tr>
<tr>
<td>Property Owner Name:</td>
<td>Frank Karkazis DDS</td>
</tr>
<tr>
<td>Property Owner Address:</td>
<td>1665 Duffy Lane</td>
</tr>
<tr>
<td>Property Owner Phone Number:</td>
<td>(847) 347-7874</td>
</tr>
<tr>
<td>Property Owner Email:</td>
<td><a href="mailto:frank@pddsg.com">frank@pddsg.com</a></td>
</tr>
<tr>
<td>Is the property currently for sale?</td>
<td>No</td>
</tr>
<tr>
<td>What type(s) of improvements are you planning to make? (check all that apply)</td>
<td>Doors/windows</td>
</tr>
<tr>
<td>Provide a narrative of your proposed project. Include information on portions of the building that will be improved and what particular work activities will be completed. (500 words max)</td>
<td>Cut out 8 window openings and install 8 new windows. Replace existing glass store front. Repair front entry. Clean existing brick facade. Add 8 new metal canopies at windows. Add new metal canopy at front</td>
</tr>
</tbody>
</table>

---

https://mail.google.com/mail/u/0/?ui=2&ik=2e1c0d87b2&jssver=dY6X8O&ga=1&client=client&token=1x613ac98ee3ba18&search=inbox&siml=1613ac98e...
Provide a narrative of sustainability measures that will be employed in this project (500 words max)

- It will add to the beauty of the Building.
- Will add light into building.
- Decrease energy costs

Provide a narrative of how your proposed project will improve accessibility at your building (500 words max)

- The new glass doors will be wider.

“I certify that all of the information contained in this document, all statements, information, and exhibits that I am submitting for the property listed in this form under ‘property information’ is true and accurate and to the best of my knowledge. I certify that I have reviewed the Program Guidelines and Program Agreement form associated with the City of Evanston’s Facade Improvement Program.”

(Type name below for signature).

Dean Maggos

Date  

Saturday, January 27, 2018
Just Builders Inc.
1228 Florence
Evanston, IL 60202
847-491-1676

1101, 1029 W. Howard Building
Evanston, IL 60202

C/O Curatolo & Associates
378 E Third Street, Elmhurst IL
847 791-5452

DESCRIPTION

Facade improvements

Site and pedestrian protection $800.00
Storefront glass and entry system pending review $7,850.00
with MDO upper panel
Cut and prep window openings, including shoring $11,200.00
Windows, installed, insulated and caulked to exterior $9,600.00
Interior prep - remove walls and associated $900.00
Stabilize soffits, create knee walls, finish off $3,300.00
Drywall, window returns with wrapped window sills $18,375.00
Awning systems - install standing seam per drawing $550.00
Including block style numbers on valance above door $800.00
Administration and overhead for project $7,886.25

Total Project Budget $61,261.25
January 28, 2018

Dr Frank Karkazis
1101 W Howard St,
Evanston IL,

PROPOSAL

We propose to furnish and install 8 window openings and windows. Metal window canopies and front metal canopy entrance per drawings. New front glass door and side lights. All gypsum board and wall repair.

All work shall be performed with all standard construction practices and methods and in a work like manner.

Amount Due: $58,000

30% Down payment at signing of proposal.
70% @ completion of said work.

Respectfully Submitted,
Taras Petryshyn

Acceptance of Proposal

All work is hereby accepted. You are authorized to do said work.

Date: ________________________________

Signature: _____________________________

Signature: _____________________________
Locianacono Builders Inc.
367 S. Rowling Rd.
Suite A
Addision IL, 60101

Bid Proposal for 1101 W Howard St.
Base on drawings per Curatolo & Associates

Scope of work.

*. Demolish and removal of all interior walls & gyp sum board for new windows.
*. Cut out new masonry opening for new windows.
* Add new windows and stone sills
* Add new store front entrance way glass as per drawing.
* Add new metal canopies per plan.
* Add new siding per plan.
* Tuckpoint existing building.
* Clean existing front facade of building.
* All work to be done in a professional manner per plans.

Total cost for Work $71,500.00

Respectfully Submitted.
Memorandum

To: Honorable Mayor and Members of the City Council

From: Erika Storlie, Acting Community Development Director
Paul Zalmezak, Economic Development Division Manager

Subject: 13-R-18, Authorize City Manager to Execute an Economic Development Grant Agreement with Blue1647

Date: March 2, 2018

Recommended Action
Staff and the Economic Development Committee recommend City Council adopt Resolution 13-R-18, authorizing the City Manager to execute an Economic Development grant agreement with Blue 1647 in an amount not to exceed $75,000 to help facilitate job creation opportunities for primarily low- and moderate-income Evanston residents in information technology fields of work.

Funding Source:
Staff recommends use of funding from the General Fund/Economic Development Division Workforce Development (Account 100.21.5300.62663). For FY2018, The City Council approved a budget of $100,000. No funding has been approved from this account to date.

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

Summary
Staff introduced the Blue 1647 proposal as a discussion item at the July 2017 meeting of the Economic Development Committee. Mr. Emile Cambry’s (founder of BLUE 1647) presentation was received favorably by the committee and he was encouraged to return for a funding request. Due to budgetary constraints, staff was unable to return to the Committee for funding approval in 2017, and instead awaited approval of the 2018 budget to return for the funding request.

In 2015, Economic Development Division and Community Services Division staff presented the Evanston Workforce Development Program Vision for 2016, summarizing Economic Development and Youth & Young Adult Division’s vision for strengthening Evanston’s workforce development initiatives. The vision, attached, focused on four key initiatives: 1) Evanston Small Business Workforce Development Program; 2) Evanston Pre-Apprentice Support Program; 3) Minority-led Entrepreneurship Training and Co-
Working; 4) Code Evanston. Significant progress was made on three of the four areas with the coding initiative delayed while staff identified a vendor to assist in delivering the program.

Emile Cambry, founder of BLUE 1647, and recent Evanston resident, has proposed a private sector solution staffbelieves will have an impact on the number of Evanstonians who are prepared to enter information technology fields of work.

As summarized in the attached proposal, “BLUE|1647 is a network of entrepreneurship and innovation centers focused on business acceleration and economic development through technology education.” BLUE 1647 leads “over 100 innovative tech classes and workshops, annually, and fosters shared co-working services with access to resources and mentorship.” BLUE 1647 is committed to serving “youth, start-ups, veterans, and diverse individuals who seek to learn 21st century skills. Students who complete BLUE|1647 programs receive technology education as well as insight into the technology ecosystem.”

Staff has met with Mr. Cambry numerous times to discuss the coding initiative and have visited BLUE 1647 in Chicago, at both the original location and the newly formed arts and tech incubator “Blue Lacuna” located in the Lacuna artist lofts at 2150 S. Canalport Avenue in Chicago’s Pilsen neighborhood. Staff attended the grand opening for the space on July 13, 2017. Mr. Cambry recently relocated his residence to Evanston.

As highlighted in the November 2016 memo attached, the media has documented the talent shortage in web / tech fields. A quick google search reveals articles across the country focused on skill gaps and talent shortages. The Chicago Cook Workforce Partnership Quarter 1 (Jan-Mar) 2017 report lists IT as the third leading industry in Cook County with available job postings. (See attached) Also, in a recent Burning Glass International job market analytics report for the period July 1, 2014 – June 30, 2015, there were over 900 job postings for information technology jobs in Evanston. Skills in greatest demand included SQL, JavaScript, Microsoft C#, Microsoft Windows, and .NET Programming.

Chicago alone has over 18 boot camps, including several offered by universities, according to switchup.org. Northwestern University offers the Master of Science in Predictive Analytics (MSPA) program. Established in 2011, it is a fully online part-time graduate program, one of the first to offer dedicated training in data science. These programs are generally expensive. Coursereport.com reports the average cost of a web development boot camp is approximately $10,000 for a 10 week course.

The Chicago Tribune recently reported the closing of Dev Bootcamp, one of the first coding schools in Chicago. The coding school is closing nationwide. There charge of $12,000 per student apparently is not sustainable in the Chicago market. Mr. Cambry reports that requests for coding bootcamp doubled the week since the Dev Bootcamp announcement. Typically, it takes 12-18 months to become proficient in web development, and traditional 12 week programs isn’t sufficient for students to get the training necessary to fulfill this requirement. Additionally, Dev Bootcamp students have some technical background of experience, attended classes 50-60 hours per week and
the Evanston demographic targeted may not have those basic requirements and pre-
requisites.

Based on the high demand for skills, the low supply of trained individuals and the
relative expensive cost of boot camps, staff is exploring an alternative web based
training model with periodic “meet up” support group led by a local coding expert, or
group of experts.

With this backdrop, staff challenged Mr. Cambry to create a solution suitable for
Evanston. Attached is his proposal to deliver coding education to 100 Evanstonians
annually. Furthermore, beginning July 2018, BLUE 1647 is offering a free license of the
online BLUE Academy training for three additional Evanston residents for every one
participant enrolled in the in-person class. In essence, the BLUE 1647 relationship
would serve 400 annually. The online portal will be ready for use in July 2018.

In addition to the complimentary licenses, Mr. Cambry envisions the relationship
expanding to ultimately build up a technology development culture throughout
Evanston, as follows:

1. Training for other organizational partners, such as Family Focus, that would be
outside of the scope of this proposal.
2. Develop an interface with other opportunities like the Mayor’s Summer Youth
Employment Program where students can build apps and websites for Evanston
businesses, programs, and even for graduates of the Sunshine Enterprises
program.
3. Leverage the graduates of the BLUE 1647 coding academy to be ambassadors
at local schools to set up coding clubs throughout Evanston as well. In some
cities, BLUE 1647 pays students stipends as interns to administer the program.

Mr. Cambry proposes a program, taught by two lead instructors and a teaching
assistant, with a 2018 budget of $75,000 summarized below.

<table>
<thead>
<tr>
<th>Blue 1647 Evanston Codes Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Four Cohorts Total Cost[1]</td>
</tr>
<tr>
<td>Discount</td>
</tr>
<tr>
<td>Total Cost</td>
</tr>
<tr>
<td>Evanston Resident Students</td>
</tr>
<tr>
<td>Cost per student</td>
</tr>
<tr>
<td>weeks</td>
</tr>
<tr>
<td>Cost per student per week</td>
</tr>
<tr>
<td>Student Teach Ratio</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>$77,760</th>
<th>($2,760)</th>
<th>$75,000</th>
<th>60</th>
<th>$1250</th>
<th>12</th>
<th>$104</th>
<th>3 : 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Four Cohorts Total Cost[1]</td>
<td>Discount</td>
<td>Total Cost</td>
<td>Evanston Resident Students</td>
<td>Cost per student</td>
<td>weeks</td>
<td>Cost per student per week</td>
<td>Student Teach Ratio</td>
</tr>
</tbody>
</table>

[1] two lead instructors and teaching assistant salaries and course materials

For comparison purposes, the City Council approved an agreement with Sunshine
Enterprises for $150,000 in its first year and $75,000 in the second. The Sunshine
agreement requires 75% Evanston resident participation for full funding. Sunshine
serves approximately 20 persons per cohort.
Staff proposes the following program agreement framework, to be codified in an agreement to be considered by City Council:

1. $75,000 for the period March 1, 2018 through February 28, 2019 payment of $37,500 upon approval, which allows Blue 1647 to better negotiate with instructors to pay them up front, which lowers the cost significantly according to Mr. Cambry.
2. The remaining $37,500 would be distributed in four $9,375 increments at the conclusion of each quarter/cohort.
3. Shortfalls in Evanston resident participation will be deducted from the quarterly reimbursement at a rate of $1,250 per student.
4. Proof of Evanston resident enrollment will be required before approving payments.
5. Blue 1647 will be required to return to City Council to report progress of completed cohort prior to releasing funding for the following quarter/cohort.
6. Blue 1647 will be required to report progress of each participant including completion/graduation rate, job placement or business startup information.
7. For each Evanstonian enrolled in the program, three additional Evanstonians will be granted access to Blue 1647’s online BLUE Academy training.
8. Prior to City Council consideration, staff and Blue 1647 will contact Districts 65 and 202 and established workforce development programs and agencies to determine potential strategy for coordination.

Legislative History
On January 31, 2018, the Economic Development Committee unanimously approved staff’s recommendation for approval of funding.

Attachments:
Resolution 13-R-18 with Grant Agreement
BLUE 1647 Proposal
2016 Staff Workforce Development Memo to Economic Development Committee
13-R-18
A RESOLUTION
Authorizing the City Manager to Execute an Economic Development Grant Agreement with BLUE1647

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

SECTION 1: The City Manager is hereby authorized and directed to sign a grant agreement between the City and BLUE1647, an Illinois not-for-profit corporation, attached hereto as Exhibit 1 and incorporated herein by reference (the “Agreement”).

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement as he may determine to be in the best interests of the City.

SECTION 3: This Resolution 13-R-18 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

Approved as to form:

_______________________________
W. Grant Farrar, Corporation Counsel

Adopted: _________________, 2018
EXHIBIT 1

Grant Agreement
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is entered by and between the City of Evanston, an Illinois municipal corporation ("City"), and Blue 1647, an Illinois not-for-profit corporation ("Blue 1647" or "Grantee").

RECITALS

WHEREAS, Blue 1647 provides classes and workshops with a curriculum that is devoted to teaching participants’ web development, coding and also covers other cutting edge technologies. The classes are taught by individuals with industry experience and geared towards youth and entrepreneurs; and

WHEREAS, Blue 1647 seeks to provide 4 boot camp sessions in 2018 and teach a total of 60 Evanston residents to be paid for with City Economic Development funds; and

WHEREAS, the City Council, as recommended by the Economic Development Committee, has authorized staff to manage and administer this Agreement on the City’s behalf, including, without limitation, authorizing the City Manager to execute this Agreement with Grantee, thereby establishing the terms, conditions, and requirements for participation in this Agreement in accordance with City guidelines,

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual obligations of the parties as herein expressed, the City and Blue 1647 agree as follows:

AGREEMENT

I. DEFINITIONS

The following terms shall have the following meanings whenever used in this Agreement, except where the context clearly indicates otherwise. Any ambiguity as to the intended meaning or scope of the terms set forth below shall be resolved solely by the City through its designated representative.

a. “Completion Date” means the date that the Grantee has finished the Project, December 31, 2018, pursuant to the plans approved by City Council and to the satisfaction of the Manager.

b. “Manager” means the City’s Economic Development Manager, who shall manage and administer this Agreement on behalf of the City, or his designee.

c. “Grant” means the total amount of the City’s grant of Economic Development Fund moneys to Grantee for purposes of funding the Project, which cannot
exceed Seventy-Five Thousand and no/100 Dollars ($75,000), which is the amount approved by City Council.

d. “Project” means providing four web development training courses to 60 Evanston residents.

II. TERMS OF GRANT

a. City agrees to disburse total grant funds in an amount not to exceed $75,000 (“Grant Amount”) from its Economic Development Fund in accordance with the terms of this Agreement to fund four cohort sessions taught by Blue 1647 from March 2018 – December 31, 2018.

b. The City shall disburse the Grant funds pursuant to the following schedule:
   - First installment: $37,500 – paid within 10 business days of Grant Agreement execution by both parties.
   - Second – Fifth Installments: $9,375 distributed on a reimbursement basis at the conclusion of each cohort session.

c. No reimbursement shall exceed $1,250 per student of Grantee’s training program.

d. The cohort sessions must contain at least 15 Evanston residents per session for a total of 60 Evanston residents provided training by Blue 1647. Proof of Evanston resident enrollment will be required prior to the reimbursement payment issuance. Shortfalls in Evanston resident participation will be deducted from the reimbursement at a rate of $1,250 per student.

III. BLUE 1647’S RESPONSIBILITIES

a. Blue 1647 is required to submit to the City Council a quarterly progress report that summarizes the following with regards to participants:

   1. Number of participants who are, in the Manager’s sole discretion, documented Evanston residents. Acceptable documentation shall include, but not be limited to, driver’s licenses, executed leases, and utility bills;
   2. Participation dates;
   3. Date of employment after graduation; and
   4. Place of employment after graduation or business startup information.

b. For each Evanston resident enrolled in the program, three additional Evanstonians will be granted access to Blue 1647’s online Blue Academy training.

c. Grantee shall acknowledge, in any Project press release(s), programs, and events, that the City’s Grant was vital to completion of the Project. Grantee will
identify the City of Evanston financial support on the Grantee’s business website and on other media material distributed by Curt’s Café.

d. Grantee shall comply with all terms and conditions of this Agreement and all applicable requirements of Federal, State, and City of Evanston law.

IV. THE CITY’S RESPONSIBILITIES

a. Within a reasonable time after Grantee notifies City of the completion of the Project or any portion thereof, the Manager shall inspect the relevant reports to ascertain whether they were completed in accordance with the Project scope approved by the City Council.

b. Manager shall review Blue 1647’s request and accompanying documents for the Grant. If Blue 1647 meets all its terms, conditions, and obligations under this Agreement, the Manager shall issue the Grant funds as set forth herein.

V. TIME OF PERFORMANCE

Blue 1647 will complete the Project no later than December 31, 2018. Failure to complete the Project within said time will result in Blue 1647’s inability to apply for future funding. Requests for additional time and extensions in Project completion time may be granted, but only if submitted in writing prior to the expiration of this Agreement.

VI. OBLIGATION TO REFRAIN FROM DISCRIMINATION

a. Grantee covenants and agrees for itself, its successors and its assigns to either or both of the Properties, or any part thereof, that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or physical or mental disabilities that do not impair ability to work, and further that it shall examine all job classifications to determine if minority persons or women are underutilized and shall take appropriate affirmative action to rectify any such underutilization.

b. If Grantee hires additional employees in order to perform its responsibilities pursuant to this Agreement, or any portion hereof, it shall determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it shall hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it shall state that all applicants shall be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.
VII. NO AGENCY CREATED

Neither Grantee nor any third party hired by Grantee to complete the Project is an agent of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Grantee concerning the details of the obligations under this Agreement, or to exercise any control over such obligations, shall mean only that the Grantee shall follow the direction of the City concerning the end results of the obligations.

VIII. OWNERSHIP OF DOCUMENTS

All documents prepared and submitted to the City pursuant to this Agreement (including any duplicate copies) shall be the property of the City. The City's ownership of these documents includes use of, reproduction or reuse of and all incidental rights thereto.

IX. INDEMNIFICATION AND HOLD HARMLESS

To the maximum extent permitted by law, the Grantee agrees to and shall defend, indemnify and hold harmless the City, and its respective officers, officials, employees, contractors and agents from and against all claims, liability, loss, damage, costs or expenses (including expert witness fees, reasonable attorneys' fees, and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or property resulting or arising from or in any way connected with the following, provided Grantee shall not be responsible for (and such indemnity shall not apply to) any negligence or willful misconduct of the City, or their respective officers, officials, active employees, contractors or agents:

a. The development, construction, marketing, use or operation of the Properties by the Grantee, its officers, contractors, subcontractors, agents, employees or other persons acting on Grantee's behalf (“Indemnifying Parties”);

b. The displacement or relocation of any person from the Properties as the result of the development of the Project on the Properties by the Indemnifying Parties;

c. Any loss or damage to the City resulting from any inaccuracy in or breach of any representation or warranty of Grantee, or resulting from any breach or default by Grantee, under this Agreement; and

d. Any and all actions, claims, damages, injuries, challenges and/or costs or liabilities arising from the approval of any and all entitlements or permits by the Grantee further agrees that the hold harmless agreement in Article X, and the duty to defend the City, and their respective officers, officials, employees, contractors and agents, require the Grantee to pay any costs that the City may incur which are associated with enforcing the hold harmless provisions, and defending any claims arising from obligations or services under this Agreement. If the City chooses at its own election to conduct its own defense, participate in its own defense, or obtain
independent legal counsel in defense of any claim related to obligations or services under this Agreement, the Grantee agrees to pay the City’s attorney’s fees, expert witness fees, and all costs.

X. COMPLIANCE WITH LAW

Grantee agrees to comply with all the requirements now or hereafter in force, of all municipal, county, state and federal authorities, pertaining to the development and use of the Properties and implementation of the Project, as well as operations conducted on the Properties. The Manager shall not issue any Grant money to the Grantee if there is in violation of any law, ordinance, code, regulation, or permit.

XI. TERMINATION

If Grantee fails to cure any Event of Default upon notice and within the time for cure provided for herein, the City may, by written notice to the Grantee, terminate this Agreement. Such termination shall trigger the “Repayment of Grant” defined herein.

Grantee may not terminate this Agreement without the express written consent of City.

XII. NOTICES

All notices permitted or required hereunder must be in writing and shall be effected by (i) personal delivery, (ii) first class mail, registered or certified, postage fully prepaid, or (iii) reputable same-day or overnight delivery service that provides a receipt showing date and time of delivery, addressed to the following parties, or to such other address as any party may, from time to time, designate in writing as provided herein:

To City:  
City of Evanston  
Economic Development Manager  
2100 Ridge Avenue  
Evanston, IL 60201  
Email: economicdevelopment@cityofevanston.org

City of Evanston  
Attn: Corporation Counsel

With a copy to:  
2100 Ridge Avenue  
Evanston, IL 60201

To Grantee:  
Blue 1647 NFP  
500 N. Michigan Suite 600  
Chicago, IL 60611

Any written notice, demand or communication shall be deemed received immediately if personally delivered or delivered by delivery service to the addresses above, and shall
be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

XIII. DEFAULT; REMEDIES; DISPUTE RESOLUTION


In the event of failure by either party hereto substantially to perform any material term or provision of this Agreement, the non-defaulting party shall have those rights and remedies provided herein, provided that such non-defaulting party has first provided to the defaulting party a written notice of default in the manner required herein identifying with specificity the nature of the alleged default and the manner in which said default may be satisfactorily be cured.

b. Cure of Default

Upon the receipt of the notice of default, the alleged defaulting party shall promptly commence to cure, correct, or remedy such default within ninety (90) days and shall continuously and diligently prosecute the same to completion.

c. City Remedies; Repayment of Grant.

In the event of a default by Grantee of the terms of this Agreement that has not been cured within the timeframe set forth in Paragraph b above, the City, at its option, may terminate this Agreement or may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement.

In the event of a default by Grantee that occurs after the City has disbursed any Grant funds, the total of such disbursement(s), plus any accrued interest, shall become immediately due and payable. All payments shall be first credited to accrued interest, next to costs, charges, and fees which may be owing from time to time, and then to principal. All payment shall be made in lawful money of the United States. Payments shall be made to City at the address set forth in Article XIV herein or at such other address as City may direct pursuant to notice delivered to Grantee in accordance with Article XIV.

d. Grantee’s Exclusive Remedies.

The parties acknowledge that the City would not have entered into this Agreement if it were to be liable in damages under, or with respect to, this Agreement or any of the matters referred to herein, including the Project, except as provided in this Article. Accordingly, Grantee shall not be entitled to damages or monetary relief for any breach of this Agreement by the City or arising out of or connected with any dispute, controversy, or issue between Grantee and the City regarding this Agreement or any of the matters referred to herein, the parties
agreeing that declaratory and injunctive relief, mandate, and specific performance shall be Grantee’s sole and exclusive judicial remedies.

XIV. APPLICABLE LAW

The internal laws of the State of Illinois without regard to principles of conflicts of law shall govern the interpretation and enforcement of this Agreement. Venue shall be in Cook County, Illinois.

XV. CONFLICT OF INTEREST

a. No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly, interested.

b. The Grantee warrants that it has not paid or given, and shall not pay or give, any third person any money or other consideration for obtaining this Agreement.

XVI. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No member, official, agent, legal counsel or employee of the City shall be personally liable to the Grantee, or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Grantee or successor or on any obligation under the terms of this Agreement.

XVII. BINDING EFFECT

This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

XVIII. AUTHORITY TO SIGN

The Grantee hereby represents that the persons executing this Agreement on behalf of Grantee have full authority to do so and to bind Grantee to perform pursuant to the terms and conditions of this Agreement.

XIX. COUNTERPARTS

This Agreement may be executed by each party on a separate signature page, and, with the executed signature pages combined, shall constitute one single instrument.

XX. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS
a. This Agreement and the Exhibits and references incorporated into this Agreement express all understandings of the parties concerning the matters covered in this Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

b. All waivers of and/or amendments to the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the Grantee.

XXI. NON-ASSIGNMENT

The Grantee shall not assign the obligations under this Agreement, nor any funds due or to become due, without the City’s prior written approval, and Grantee and Grantee’s proposed assignee’s execution of an assignment and assumption agreement in a form approved by the City. Any assignment in violation of this paragraph is grounds for breach of this Agreement, at the sole discretion of the City Manager. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

XXII. NO WAIVER

No failure of either the City or the Grantee to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect.

[Signature page to follow]
IN WITNESS WHEREOF, the City, and the Grantee have signed this Agreement as of the dates set opposite their signatures.

CITY
Dated: ___________________________  By: ___________________________

Name: ___________________________
Title: ___________________________

GRANTEE
Dated: ___________________________  By: ___________________________

Name: ___________________________
Title: ___________________________
BLUE|1647 is a network of entrepreneurship and innovation centers focused on business acceleration and economic development through technology education. We spearhead over 100 innovative tech classes and workshops, annually, and foster shared coworking services with access to resources and mentorship.

BLUE|1647 proudly serves youth, start-ups, veterans, and diverse individuals who seek to learn 21st century skills. Students who complete BLUE|1647 programs receive technology education as well as insight to the technology ecosystem.

Why Blue|1647

BLUE|1647 provides expert instructors who transform thinkers into creators through education and opportunities in technology and design. Students learn how to:

- Take an idea and develop it from concept to completion.
- Familiarize oneself with the intricacies of the programming platform to foster inspirational thinking.
- Cultivate and encourage collaboration and group-based learning in relaxed teaching sessions.
- Develop and nurture multiple skill-sets in order to approach problems from numerous perspectives.
- Look beyond simple technical limitations to foster their unique “strategic vision.”
- Develop a strong understanding of logic, basic programming syntax, and structure.
Evanston Codes Program

Cohort Overview
Evanston Codes will be comprised of courses that teach web development, while creating, developing, and maintaining a personal online portfolio for each student. Students will understand the foundations of websites as well as build an online “resume.” We encourage all students to understand that there is no limit to creativity and skill development.

Cohort Description
Students begin the cohort with an introduction to world wide web from multiple lenses. In the process of developing sites, students are introduced to the various methods, assets, and processes of web development and maintenance. The skills will culminate to the development of a personal website that can be further expanded, creating an online portfolio of web development competency as well as confidence utilizing technology skills. Lastly, Blue|1647 strives to ensure students understand how these skills are applied to the 21st century workforce.

Evanston Responsibilities:

- If hosted at BLUE|1647, coordinate transportation to BLUE|1647
- Coordinate final showcase (e.g., marketing (members | patrons), attendance confirmation, refreshments).
- Grant full permission to BLUE|1647 to use and own data and metrics.
- Grant full permission to BLUE|1647 to use photos and/or video to chronicle experience.

Program Participants

- We will recruit all students
- Pro-bono Offerings: Additional workforce development software training to organizations such as Family Focus, YWCA Evanston, etc. This is in addition to the four cohorts fulfilled through this proposal
- For every student trained, we will offer a free license of the online BLUE Academy training for three students for Evanston Township residents.
**Course Deliverables:**

<table>
<thead>
<tr>
<th>Technical Skill Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>● Intro to Programming</td>
</tr>
<tr>
<td>● Codepen.io</td>
</tr>
<tr>
<td>● HTML/ CSS Concepts</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>● Cohorts: 4 Cohorts</td>
</tr>
<tr>
<td>● Dates: March 27th - 30th</td>
</tr>
<tr>
<td>● Times: 1:00pm - 4:00pm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Skill Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>● Critical Thinking</td>
</tr>
<tr>
<td>● Problem Solving</td>
</tr>
<tr>
<td>● Project Management</td>
</tr>
<tr>
<td>● Leadership</td>
</tr>
<tr>
<td>● Teamwork</td>
</tr>
<tr>
<td>● Design Processes</td>
</tr>
<tr>
<td>● Software Development Lifecycle</td>
</tr>
<tr>
<td>● Software Development Workflow</td>
</tr>
</tbody>
</table>

*NOTE: If under 13 years-of-age, parental consent needed*

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**BUDGET**

**INSTRUCTOR & BASIC SUPPLIES**

<table>
<thead>
<tr>
<th>Four (4) Cohorts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Students</td>
</tr>
<tr>
<td>25 x $88 per Student * 12 weeks = $26,400 * 4 Cohorts = $105,600</td>
</tr>
<tr>
<td>2 Lead Instructors</td>
</tr>
<tr>
<td>Teacher's Assistant</td>
</tr>
<tr>
<td>Discount (7,000)</td>
</tr>
<tr>
<td>Program Total $98,500</td>
</tr>
</tbody>
</table>
Memorandum

To: Chair and Members of Economic Development Committee

From: Kevin Brown, Community Services Manager
       Paul Zalmezak, Senior Economic Development Coordinator

Subject: Evanston Workforce Development Program Review

Date: November 11, 2016

Discussion
Approximately one year ago, Economic Development Division and Community Services Division staff presented the Evanston Workforce Development Program Vision for 2016, summarizing Economic Development and Youth & Young Adult Divisions vision for strengthening Evanston’s workforce development initiatives. The vision, attached, focused on four key initiatives: 1) Evanston Small Business Workforce Development Program; 2) Evanston Pre-Apprentice Support Program; 3) Minority-led Entrepreneurship Training and Co-Working; 4) Code Evanston.

With new members of the Economic Development Committee appointed in recent months and having experienced one year with the workforce development vision, staff is providing an update on progress and seeking additional direction as we further define the program vision.

Key Best Practice Element Components in the design and implementation of Workforce Training Programs:
- Identify and engage education, cross agency, and employer training Partners
- Identify target populations, entry points, and participant recruitment strategies
- Review, develop, or modify competency models with employers and develop and validate career ladders/lattices
- Analyze the regions education and training resource and response capacity
- Research and promote local work-based learning opportunities within business and industry
- Develop integrated, accelerated, contextualized learning strategies
- Provide flexible delivery methods
- Provide career services, case management, and comprehensive supportive services
- Provide employment assistance and retention services

Staff has initiated partnerships with the Youth Job Center of Evanston and the National Able Network, both workforce agency partners, and Oakton Community College. Staff has also begun partnership discussions with the 741 Collaborative, a network of community based workforce agencies. These agencies assist the City in its efforts to provide residents with multiple entry and exit points to accommodate academic readiness and employment on-ramping and off-ramping when necessary. The intent of these workforce programs is to lead to industry-recognized credentials that lead to jobs that pay family-sustaining wages and offer occupational advancement opportunities.

A summary of 2016 activities is summarized in the table below.

### 2016 Review

<table>
<thead>
<tr>
<th>Program</th>
<th>Description</th>
<th>Participants</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mayor's Summer Youth Employment Program</strong></td>
<td>$300,000 from general fund Private partner contributions</td>
<td>600 participants during summer, additional 100 year round.</td>
</tr>
<tr>
<td><strong>COE/Youth Job Center of Evanston Building Career Pathways to Sustainable Employment Program</strong></td>
<td>$80,000 from general fund for job readiness training, supportive services, and paid on-the-job training for up to 20 participants.</td>
<td>2012 to 2015 – 61 participants completed the program and 53 participants secured permanent employment. 18 industry credentials were also obtained by participants.</td>
</tr>
<tr>
<td><strong>Small Business Workforce Development Program</strong></td>
<td>Up to $15,000 annual funding after job placement after completing “earn and learn” job training.</td>
<td>The program has not been utilized in 2016.</td>
</tr>
<tr>
<td><strong>Northwestern University/COE Skilled Trades Program (Pre-Apprentice Training Program)</strong></td>
<td>Northwestern in partnership with the City of Evanston hired twelve young adults from Evanston as part of a one-year skilled trades apprenticeship program in the University’s Facilities Management Division in 2015 and 2016. In addition to the technical training, this program provides joint City of Evanston and Northwestern advising in order to best prepare them for full-time careers at the</td>
<td>To date the inaugural 6 participants all obtained full-time local employment in a skilled trade and 6 participants are currently pre-apprentices at Northwestern University.</td>
</tr>
<tr>
<td>Program Description</td>
<td>Description</td>
<td>Description</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Minority-led Entrepreneurship Training and Co-Working</td>
<td>Sunshine Enterprises has launched Community Business Academy in funding partnership with City of Evanston.</td>
<td>Sunshine has served 54 individuals since January 2016.</td>
</tr>
<tr>
<td>Code Evanston</td>
<td>Financial support for purchase or subsidy for cost of web based coding licenses and/or the cost of the local coding expert</td>
<td>Program on hold as staff reevaluates potential vendors.</td>
</tr>
<tr>
<td>Commercial Driver’s License (CDL) Training Program</td>
<td>In partnership with Oakton Community College, City of Evanston contributed $16,000 to truck driver licensing program.</td>
<td>Four individuals have obtained CDL</td>
</tr>
<tr>
<td>Forklift Operator Training</td>
<td>Oakton Community College proposing a partnership similar to CDL Training. Warehousing growing industry.</td>
<td>TBD, Anticipate proposal similar to CDL training program in early 2017</td>
</tr>
</tbody>
</table>

Attachment
Evanston Workforce Development Program Vision for 2016
Evanston Workforce Development Program Vision for 2016

The City of Evanston has established Workforce Development initiatives to educate and train individuals to meet the needs of current and future business and industry in order to maintain a sustainable competitive economic environment. These initiatives are driven by the goals contained within the local economic development plan.

In recent years, City divisions have overseen the implementation of the Mayor's Summer Youth Employment Program (MSYEP), the Building Career Pathways to Sustainable Employment Program partnership with the Youth Job Center of Evanston (YJC), the Truck Driver Training and Certification Program with Oakton Community College, the Transportation Construction Apprenticeship Readiness Training Program with United Services of Chicago, Inc. and the Chicago Urban League, and the Curt's Café life skills/job readiness program. General funds combined with federal (CDBG) and county grants (DHSEM) have funded these initiatives yearly at nearly $500,000. These initiatives have provided Evanstonians with permanent, part-time, and seasonal employment opportunities.

In addition, staff has worked closely with a number of workforce development partners including National Able Network, YJC, Moran Center, Evanston Community Foundation, Oakton Community College, and Northwestern University. These partnerships facilitate the development of strategies that cut across welfare, job training, education, human services and economic development systems to enhance the employment and quality of life prospects for disadvantaged workers. Working with these partners the City is able to create conditions for local citizens’ success in the workplace.

In 2014, Northwestern University and the City of Evanston launched a Workforce Development Program, a groundbreaking new partnership to help provide jobs for Evanston residents through the University’s construction and renovation projects. Northwestern has committed to spending at least $1 million a year with local businesses and will provide construction industry jobs on campus annually to 25 Evanston residents. The jobs are both employment and apprenticeship opportunities.

A final component of the City’s Workforce Development Programs is the Evanston Minority, Women and Evanston Business Enterprise Development Committee (M/W/EBE). It meets regularly to identify and assess the needs of the M/W/EBE community and to develop programs to address the established needs of the M/W/EBE community. Accomplishments include the increased placements of local citizens on local City construction based projects and increasing the penalty for contractor non-compliance. The committee has held meetings with local contractors to discuss changes to the Local Employment Program and provide step by step “how to comply” instructions for city bid documents. The committee has also hosted a Procurement 101 Workshop to increase the participation of underrepresented businesses that could compete for City contracts.
The City’s Workforce Development Programs and Partnerships are having an impact. Since 2012, summer employment for Evanston youth has increased from 160 jobs per summer to more than 550 jobs in 2015. More than 70 residents have participated in the Building Career Pathways to Sustainable Employment Program and 80% of them have obtained permanent employment. And Northwestern University is on target to meet its goal of hiring 25 residents. Residents have also completed the training requirements for the Curt’s Café, Truck Driver Training and Certification, and the Transportation Construction Apprenticeship Readiness Training Programs. In all more 650 residents are served each year. These programs support the core objective of economic growth by creating synergies across varied workforce development initiatives that are meeting individual and organizational needs.

Moving forward, staff believes that the City’s comprehensive approach to Workforce Development can be strengthened. There are a number of additional initiatives that can increase the City’s number of sector and place-based employer strategies. These initiatives will also enhance the short and long term training programs and create greater customization for individual job seekers and employers.

Funding sources for Evanston Workforce Development, including CDBG, General Fund, and Economic Development Fund should be explored to: 1) support local city businesses and agencies that increase skill and educational attainment for Evanstonians, 2) to find and retain employment, and 3) support local economic growth by helping to close local workforce skills gaps to meet the needs of growing in-demand industries.

Staff is recommending that funding focus on supporting “earn and learn” workforce development models in eight target areas that are based upon the Chicago Cook Workforce Partnership (Partnership) – “Where are the jobs in Cook County?” 2015 Report. These areas would form the foundation of a City of Evanston supported workforce development program. They are: 1) IT 2) Sales, 3) Business & Financial, 4) Healthcare, 5) Office & Administrative, 6) Transportation, 7) Food Service, and 8) Manufacturing.

Earn and learn strategies help employers to address skill shortages by training new workers in job specific skills and protocols while receiving partial reimbursement for employee wages. Employers are able to hire employees based upon fit and attitude, and employees are able to earn a wage as they train. This model benefits the public by investing tax dollars into local businesses and citizens.

According to the Partnership report, in the first quarter of 2015 there were nearly 180,000 job postings in the eight occupational groups. Also, listed among the top 20 Cook County employers were local employers Presence Health, Northwestern University, CVS Caremark, Whole Foods Market Inc., and Northshore University Health System.
To support these trends, staff would like to further explore potential funding and the launching of four new workforce development initiatives that have the potential to strengthen the City’s Workforce Development foundation and advance the work already highlighted above. The proposed initiatives are:

1. **Evanston Small Business Workforce Development Program**
   Evanston-based small businesses of 20 or fewer employees in the Partnership’s eight targeted industry areas are eligible to apply for funding. The applicant would be eligible for one round of funding annually and capped at $15,000. This funding level would support up to five participants per business at $3,000 maximum per trainee. Business owners with multiple businesses or businesses with multiple locations would be eligible for the maximum of $15,000 to be allocated amongst multiple locations. The business is reimbursed once the training participant is placed in a job for at least 90 days. Applicants would propose their own “earn and learn” job training model which provides opportunities for grassroots creative approaches to training.

2. **Evanston Pre-Apprentice Support Program**
   Construction jobs provide low-income adults opportunities to enter the middle class according to the Aspen Institute’s report: [A solid foundation: Key Capacities of Construction Pre-Apprenticeship Programs](#). However, the path to quality construction jobs, including apprenticeships, is often difficult for those unfamiliar with the industry. Construction pre-apprenticeship training programs, which train people for entry-level construction jobs, provide a way for contractors, unions and industry associations to improve the workforce to meet current demand.

   In the Chicagoland labor market, pre-apprenticeship training is the only pathway to union membership for the most marginalized of the labor force – and the greatest opportunity to employ Evanstonians through contractors who are working on large scale projects such as Northwestern University and Chicago/Main. The proposed Evanston Pre-Apprentices Support Program would subsidize the wage of participants as they work in pre-apprentice status earning the skills necessary to become unionized. The City of Evanston would partner with interested trades contractors (i.e. carpentry, flooring, plumbing, etc.) to identify qualifying participants. Staff is in preliminary conversations with Power Construction to further define the program details. Next steps include defining a process for identifying qualified candidates and contractors, and defining the process for determining the level of wage subsidy and the method for distributing wages.
3. Minority-led Entrepreneurship Training and Co-Working

Bloomberg reports; “although minorities represent roughly 27% of the U.S. population, minority-owned outfits represent just 14% of U.S. businesses”. Entrepreneurship is a key pathway to economic growth and an alternative route for those who may not be a good fit for job placement in traditional corporate “9 to 5” or small business environments. Staff has identified an entrepreneurship training and coaching program that has the potential to launch Evanston-based startups founded by our targeted population.

Staff is researching a potential partnership with Sunshine Enterprise to launch an Evanston-based program with local Evanston participant program leaders and program participants. Sunshine has implemented a successful launch of the Rising Tide Capital program in Chicago’s Woodlawn Neighborhood. The program “supports women, minorities, immigrants and other traditionally marginalized populations to start and grow successful businesses by investing in the entrepreneurial spirit that already exists in distressed communities.”

In summary, the program is offered three times annually in ten week sessions to cohorts of up to 20 budding entrepreneurs. Those entrepreneurs who show promise and growth potential receive additional ongoing support beyond the ten weeks. Staff proposes Gibbs Morrison Cultural Center be the headquarters for the program. A co-working component (i.e. shared work space) within an existing small office in Gibbs Morrison could evolve as companies launch from this program and need support space to grow their business.

The program is in planning stages and is preliminary scheduled to launch in Evanston at the end of September. Staff proposes returning to Economic Development Committee on October 28th to introduce the Sunshine Enterprise and local service provider team. It will also be an opportunity to hear from the participants in the program who will have had a month of training and coaching. The estimated cost of each ten week cohort is approximately $50,000 depending upon the number of participants. The program has successfully launched in a number of cities with the support of public/private funding agreements.

4. Code Evanston

The media has documented the talent shortage in web / tech fields. A quick google search reveals articles all over the country focused on skill gaps and talent shortages. In a recent Burning Glass International job market analytics report for the period July 1, 2014 – June 30, 2015, there were over 900 job postings for information technology jobs in Evanston. Skills in greatest demand included SQL, JavaScript, Microsoft C#, Microsoft Windows, and .NET Programming.
Where Are the Jobs?
A Summary of Online Job Postings in Cook County
Quarter 1 (Jan - Mar) 2017

142,887 job postings
(grouped by occupation)

Top 30 Employers to Post Jobs
(grouped by industry)

Business & Financial
Accenture, JP Morgan Chase, Deloitte, Bank of America, BMO Harris

Healthcare
Advocate Health Care, Sinai Health System, Presence Health, North Shore University Health System, Alexian Brothers

Hospitality
Marriott, Aramark, Hyatt

Insurance
Allstate, Anthem BlueCross, Aetna

Manufacturing
Aryzta

Real Estate
Berkshire Hathaway, Jones Lang LaSalle

Retail
Sears, CVS Caremark, Macy’s, BestBuy

Security
Allied Barton

Technology
CDW, Motorola, Oracle

Universities
University of Chicago, Northwestern University, University of Illinois (includes hospitals)

This report analyzes online job postings, not job openings. Jobs and employers who do not advertise online are underrepresented here.

Sales
- Sales representatives
- Retail salespersons & cashiers
- Retail supervisors
- Sales agents (financial services, insurance, real estate, advertising)
- Telemarketers

OCCUPATIONS

- Real estate certification
- Insurance licenses (life & health; property & casualty)
- Financial licenses (see detail in business & financial)
- Mortgage license
- Project management certification (PMP)

CREDENTIALS

- Sales & customer service
- Microsoft Office
- Business development
- Sales management
- Merchandising

SKILLS

Healthcare
- Registered nurses
- Nursing assistants & medical assistants
- Physicians & surgeons
- Medical records & health information technicians
- Speech language pathologists

OCCUPATIONS

- Registered Nurse (RN)/Nurse Practitioner/Critical Care
- First Aid/CPR/AED/ Cardiac Life Support (CLS/ACLS)
- Certified nursing asst. (CNA) & Certified medical asst.
- American Registry of Radiologic Technicians
- Pharmacy Technician Certification Board

CREDENTIALS

- Patient care & treatment planning
- Rehabilitation
- Case management
- Patient & family education
- Dialysis

SKILLS

For more information or to request a customized report, please contact The Chicago Cook Workforce Partnership at (312) 603-0200.
### Food Manufacturing, Maintenance & Repair

#### OCCUPATIONS
- Combined food prep & serving workers, incl. fast food
- Food service supervisors
- Cooks & chefs
- Waiters & waitresses
- Dishwashers

#### CREDENTIALS
- Certified info. systems security professional; systems auditor; security manager (CISSP/CISA/CISM)
- Project management certification (PMP)
- Cisco certified network professional; associate; internetwork expert (CCNP/CCNA/CCIE)
- Certified A+ technician
- Programming skills (SQL, JAVA, JavaScript, C#, Python, jQuery, XML, C++)
- Operating systems (LINUX, UNIX)
- Database skills (Oracle, SQL Server)
- Software frameworks (.NET)

#### SKILLS
- Cleaning & food safety
- Cooking & food preparation
- Customer service
- Supervisory skills
- Cost control

### Business & Financial

#### OCCUPATIONS
- Accountants
- Human resources specialists
- Management analysts
- Market research analysts & marketing specialists
- Financial analysts & auditors

#### CREDENTIALS
- Certified public accountant (CPA)
- Securities licenses (Series 6, Series 7, Series 63)
- Real estate certification
- Certified financial planner
- Professional in human resources (PHR)

#### SKILLS
- Microsoft Office & productivity tools
- Accounting
- Budgets
- Project management
- Financial analysis & reporting

### Transportation *

#### OCCUPATIONS
- Truck drivers (tractor trailer & delivery)
- Laborers & freight/stock movers
- Automotive service attendants
- Forklift operators, packers, packagers
- Taxi drivers & chauffeurs (includes rideshare drivers)

#### CREDENTIALS
- Commercial driver’s license (CDL)
- Automotive service excellence (ASE)
- Forklift operator certification
- Air brake certified
- Hazmat certification

#### SKILLS
- Inspection & repair
- Labeling & packaging
- Scanners
- Cleaning
- Commercial driving

*Most of these jobs are in long distance truck-driving. With no permanent location, the same job is often advertised in locations across the country, and is not necessarily based in Cook County.*

### Office & Admin

#### OCCUPATIONS
- Customer service representatives
- Secretaries & administrative assistants
- Bookkeeping, accounting & auditing clerks
- Supervisors of administrative support workers
- Receptionists & information clerks

#### CREDENTIALS
- Project management certification (PMP)
- Certified payroll professional
- Social work license/licensed professional counselor
- Certified healthcare access associate
- Medical billing and coding

#### SKILLS
- Customer service
- Microsoft Office & productivity tools
- Administrative & clerical tasks (incl. scheduling)
- Data entry
- Customer billing

### Manufacturing, Maintenance & Repair

#### OCCUPATIONS
- Maintenance & repair workers
- Production supervisors; mechanic supervisors
- Bus & truck mechanics & diesel engine specialists
- Inspectors, testers, sorters & machinists
- Automotive specialty technicians

#### CREDENTIALS
- Automotive service excellence (ASE)
- Certification for HVAC technicians (CFC Type 2; EPA 608)
- Airframe & power plant certification
- Welding certification
- Professional engineer

#### SKILLS
- Maintenance, inspection & repair
- HVAC
- Plumbing
- Welding
- Occupational health & safety

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*Where are the Jobs in Cook County Q1 2017 Source: Burning Glass Technologies Labor Insight*
A number of web development/coding "boot camps" have emerged in recent years to provide intensive training to individuals with varying degrees of experience, or lack thereof. The media often features middle aged career changers who have successfully transitioned to the tech field in addition to young recent college grads who had difficulty finding jobs in traditional industries.

Chicago alone has over 18 boot camps, including several offered by universities, according to switchup.org. Northwestern University offers the Master of Science in Predictive Analytics (MSPA) program. Established in 2011, it is a fully online part-time graduate program, one of the first to offer dedicated training in data science. These programs are generally expensive. Coursereport.com reports the average cost of a web development boot camp is approximately $10,000 for a 10 week course.

Based on the high demand for skills, the low supply of trained individuals and the relative expensive cost of boot camps, staff is exploring an alternative web based training model with periodic "meet up" support group led by a local coding expert, or group of experts.

Staff is in preliminary conversations with Treehouse about a “Code Evanston” initiative designed to prepare recent Evanston high school or college graduates and career changers for job placement in tech fields. Through the economic development fund, the City of Evanston could support a “Code Evanston” initiative by purchasing or subsidizing the cost of web based coding licenses and/or the cost of the local coding expert. Treehouse has proposed donating one license to District 202 for every one purchased through the economic development fund.

The estimated cost of the program is $50,000 to $100,000 depending on the number of students served. Staff will continue to research other programs and determine the demand level for this type of service. Staff will further explore cost sharing partnerships with the Evanston’s business community who could directly benefit from the increased talent pool and/or retraining of existing employees.

Conclusion
Evanston has a solid Workforce Development foundation and strong community partners. Northwestern University’s role in Evanston workforce development has magnified with its recently announced construction pre-apprenticeship program partnership with the City. As the economy has improved in recent years, storefront vacancies have declined, and new development underway, this is a great opportunity to focus economic development efforts to further strengthen Evanston’s workforce through the comprehensive sector and place-based employer approach outlined in this report.