CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTHE COUNCIL CHAMBERS
Monday, April 9, 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 Fiske

(II) Mayor Public Announcements and Proclamations
    National Fair Housing Month, April
    National Library Week, April 8-14

(III) City Manager Public Announcements
    Earth Day and Clean-Up Evanston! - April 21

(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 $5 million in funding over 10 years and 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 Action

(VII) Consent Agenda and Report of Standing Committees:

Administration & Public Works - Alderman Fleming
Planning & Development - Alderman Fiske
Human Services - Alderman Revelle
Economic Development - Alderman Wilson
Rules Committee - Alderman Wynne

CONSENT AGENDA

(M1) Approval of Minutes of the Regular City Council Meeting of March 12, 2018 and March 19, 2018.

For Action

ADMINISTRATION & PUBLIC WORKS COMMITTEE

(A1) Payroll – February 19, 2018 through March 4, 2018 $2,762,402.14
Payroll – March 5, 2018 through March 18, 2018 $2,780,773.27

(A2) Bills List – March 27, 2018 $1,399,302.89
Bills List – April 10, 2018 $4,292,911.16

For Action
(A3.1) Renewal Agreement with Express Press to Supply Clothing for the Parks, Recreation and Community Services Summer Programs

Staff recommends that the City Council authorize the City Manager to execute the renewal option of the agreement with Express Press, (18560 E St. Louis Street, Springfield, MO. 65802) for the Parks, Recreation and Community Services Department 2018 summer clothing, in an amount not to exceed $24,500. A breakdown of the thirteen account numbers and budget allocations can be found on the corresponding transmittal memorandum.

For Action

(A3.2) Agreement with Evanston Township High School to Supply Lunch Meals for the 2018 Summer Food Program

Staff recommends that City Council authorize the City Manager to execute an agreement between the City of Evanston and Evanston Township High School (E.T.H.S.), (1600 Dodge Avenue, Evanston 60201). This agreement is to provide lunch meals for the 2018 Summer Food Service Program in the not-to-exceed amount of $3.25 per lunch. This is a reimbursement program in which the total amount of reimbursement the City will receive is solely dependent upon the number of meals served and varies depending on the levels of participation. Funding for this program is budgeted in business unit 100.30.3050, Recreation Outreach Program, where program expenditures are charged back and revenue credited. There is $125,000 allocated for food purchases of which $15.79 has been expended.

For Action

(A3.3) Sidewalk Café – French Kiss Café at 517 Dempster Street

Staff recommends City Council approval of first-time application for a sidewalk café permit for French Kiss Cafe, a Type 2 restaurant located at 517 Dempster Street. The sidewalk café will consist of two tables with two seats each for a seating capacity of four, and will operate Monday–Friday from 7:00 a.m.–7:00 p.m. and Saturday–Sunday from 11:00 a.m.–7:00 p.m.

For Action

(A3.4) Sidewalk Café – Rock N’ Ravioli at 1012 Church Street

Staff recommends City Council approval of first-time application for a sidewalk café permit for Rock N’ Ravioli, a Type 1 restaurant located at 1012 Church Street. The sidewalk café will consist of six tables with two seats each for a seating capacity of 12, and will operate Wednesday – Sunday from 11:00 a.m. – 10:00 p.m.

For Action
(A3.5) **Contract to Provide a Street Condition Evaluation and Right-of-Way Asset Management with Infrastructure Management Services L.L.C**

Staff recommends that City Council authorize the City Manager to execute a contract to provide a street condition evaluation and right-of-way asset management with Infrastructure Management Services L.L.C (1775 Winnetka Circle, Rolling Meadows, IL 60008) in the amount of $206,720. This project will be funded from the City’s Capital Improvement Program (CIP) 2018 General Obligation Bonds (Account No. 415.40.4118.62145-418005), which has an FY 2018 budget of $250,000. The remaining fund balance is $250,000.

*For Action*

(A3.6) **Contract Extension for 2018 with Patriot Pavement Maintenance for 2018 Crack Sealing Program**

Staff recommends City Council authorize the City Manager to execute a one year contract extension for crack sealing services with Patriot Pavement Maintenance (825 Segers Rd., Des Plaines, IL 60016), in the amount of $80,000. This contract award is part of a bid let by the Municipal Partnering Initiative. Funding for this work will from the Street Maintenance Fund (Account 100.40.4510.62509), with a budget of $80,000. The account has a remaining balance of $80,000.

*For Action*

(A3.7) **Contract Extension for 2018 with Precision Pavement Markings, Inc. for Pavement Marking Program**

Staff recommends City Council authorize the City Manager to execute a one-year contract extension for pavement markings with Precision Pavement Markings, Inc. (P.O. Box 705 Elgin IL 60123) in the amount of $92,600. This contract is part of a bid let by the Municipal Partnering Initiative (MPI). Funding for this work will be from the 2018 Capital Improvement & Parking System Funds: Capital Improvement (Account 415.40.4118.65515-41709) with a FY18 Budget of $175,000 and a remaining balance of $85,000; and Parking System (Account 505.19.7005.65515) with a FY18 budget of $2,450,000 and a remaining balance of $2,128,321.

*For Action*

(A3.8) **Single Source Purchase of Riding Mower from Reinders, Inc.**

Staff recommends the City Council authorize the City Manager to execute a purchase order for a Toro Groundsmaster Riding Mower, model GM3280-D, from Reinders, Inc., (3816 Carnation Street, Franklin Park, IL 60131), in the amount of $21,997.70. Funding for this purchase is from the General Fund (Account 100.40.4330.65550) with a FY18 Budget and remaining balance of $26,000.

*For Action*
(A3.9) Purchase of Vehicle for the Evanston Police Department from Currie Motors
Staff recommends City Council approval of the purchase a Ford SUV outfitted with lights, sirens and other necessary equipment for operations. This is a replacement vehicle for Evanston Police Department Patrol Unit #41, 2017 Ford SUV as it was in an accident and the insurance adjuster deemed the vehicle as totaled. The replacement vehicle will be purchased from Currie Motors (9423 W. Lincoln Highway, Frankfort, IL 60423) in the amount of $28,486.00 and outfitted by Havey Communications, Inc. (28835 Herky Drive, Suite #117, Lake Bluff, IL 60044) in the amount of $5,010.70 through a Northwest Municipal Conference Suburban Purchasing Cooperative Competitive contract. Funding for the vehicles will be from the Insurance Fund (Account 605.99.7801.65550) in the total amount of $33,496.70.
For Action

(A3.10) Purchase of Vehicle for the Evanston Fire Department from Foster Coach Sales, Inc.
Staff recommends City Council approval for the purchase of a new Fire Department Ambulance, a Ford F-550 chassis with a Horton EMT conversion outfitted with lights, sirens and other necessary equipment for operations. The replacement vehicle will be purchased from Foster Coach Sales, Inc. (903 Prosperity Drive, Sterling, IL 61081) in the amount of $291,730.00 through the Northwest Municipal Conference Suburban Purchasing Cooperative Competitive contract #174. Funding for the vehicle will be from the Equipment Replacement Fund (Account 601.19.7780.65550) in the amount of $291,730.00, which has a budgeted amount of $1,522,977.
For Action

(A3.11) Purchase of Three Vehicles for the Public Works Agency from Monroe Truck Equipment, National Fleet Auto Group and JX Peterbilt
Staff recommends City Council approval for the purchase of three (3) replacement vehicles for operations and allocated to the Public Works Agency - Public Services Bureau. The replacement vehicles will be purchased from: Monroe Truck Equipment (1051 W. 7th Street, Monroe, WI 53566) in the amount of $104,880.00, National Fleet Auto Group (490 Auto Center Drive, Watsonville, CA 95076) in the amount of $171,726.00 and JX Peterbilt, (42400 Hwy 41, Wadsworth, IL 60083), in the amount of $137,131.00 through the National Joint Powers Alliance contract. Funding for the vehicles will be from the Equipment Replacement Fund (Account 601.19.7780.65550) in the amount of $413,737.00, which has a budgeted amount of $1,522,977.
For Action
(A3.12) Single Source Purchase of Ford OEM Parts and Vehicle Service from Golf Mill Ford
Staff recommends approval of a contract with Golf Mill Ford Inc., located at 9401 N. Milwaukee Avenue, Niles, IL 60714, in the amount of $82,511.00 for automotive parts and services for City vehicles. Golf Mill Ford will provide Original Equipment Manufacturer parts and service from March 2018 through February of 2019. Funding for this expenditure will be from Account 600.26.7710.65060 (Major Maintenance, Materials to Maintain Autos).
For Action

(A3.13) Agreement with Full Throttle Marine for Watercraft Maintenance and Repair Services
Staff recommends approval of the lowest responsive and responsible bid for Watercraft Maintenance and Repair Services (Bid # 18-11) to Full Throttle Marine, located at 93 Noll Street, Waukegan, IL 60085, in the amount of $31,158.25 for the period of April 1, 2018 thru March 31, 2019 and for the possibility of three (3) one (1) year extensions in each subsequent annual period. The 2018 Budget for Materials to Maintain Autos is $1,050,000.00 for these types of required maintenance and repairs. The allocation for these services within the budget is $37,000.00. Funding provided by the Fleet Services Fund for Major Maintenance, Material to Maintain Autos (Account 600.19.7710.65060).
For Action

(A3.14) Agreement with H-O-H Water Technology, Inc. for Chemical Water Treatment for HVAC Equipment in Various City Facilities
Staff requests approval to renew a three-year contract with H-O-H Water Technology, Inc., a sole vendor, to continue service providing chemical treatment of water HVAC systems in various City facilities. The contract include three (3) one (1) year extensions, subject to the acceptable performance of the vendor, The total cost of the three-year contract is $40,341, which includes a 1.5% increase each year. Funding will be from Account 100.19.1950.62509 (Facilities Management Service Agreements).
For Action

(A4) Ordinance 49-O-18, Approving the Construction of a Local Improvement Known as Evanston Special Assessment No. 1523
Staff recommends City Council adopt Ordinance 49-O-18 allowing the paving of the alley north of Payne Street and east of McDaniel Avenue through the Special Assessment Process. Funding will be from: 2018 Capital Improvement Program (CIP) General Obligation Bonds (Account 415.40.4118.65515 – 418003) in the amount of $220,395.00, which has $250,000 budgeted in FY 2018; and Special Assessment funds (Account 415.40.4218.65515 – 418003) in the amount of $220,395.00, which has $250,000 budgeted in FY 2018. The remaining balance in both accounts is $250,000.
For Introduction
(A5) **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. Ordinance 38-O-18 was held on March 12, 2018 until the April 9, 2018 City Council. **Staff recommends suspension of the Rules for Introduction and Action at the April 9, 2018 City Council meeting.**

For Introduction and Action

(A6) **Ordinance 43-O-18, Decreasing the Number of Class C Liquor Licenses for Lao Sze Chuan at 1633 Orrington Avenue**

City staff recommends City Council adoption of Ordinance 43-O-18, amending City Code Subsection 3-4-6-(C) to decrease the number of authorized Class C liquor licenses from twenty-six (26) to twenty-five (25). A Bite of China, Inc., d/b/a Lao Sze Chuan, 1633 Orrington, is not renewing its liquor license. **Staff recommends suspension of the Rules for Introduction and Action at the April 9, 2018 City Council meeting.**

For Introduction and Action

(A7) **Ordinance 44-O-18, Decreasing the Number of Class D Liquor Licenses for Las Palmas of Evanston at 817 University Place**

City staff recommends City Council adoption of Ordinance 44-O-18 amending City Code Subsection 3-4-6-(D) to decrease the number of authorized Class D liquor licenses from fifty (50) to forty-nine (49). Las Palmas Restaurant of Evanston, Inc., Dba Las Palmas of Evanston located at 817 University Place is closed. **Staff recommends suspension of the Rules for Introduction and Action at the April 9, 2018 City Council meeting.**

For Introduction and Action

(A8) **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 Action
(A9) 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 Action

(A10) 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 Action

(A11) 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 Action

PLANNING & DEVELOPMENT COMMITTEE

(P1) Grant Renewal for the Homeless Management Information System to the Alliance to End Homelessness in Suburban Cook County
The Housing and Homelessness Commission and staff recommend approval of a renewal grant of $20,500 from the Affordable Housing Fund for the Homeless Management Information System (HMIS) to the Alliance to End Homelessness in Suburban Cook County (“The Alliance”). The Alliance receives funding from U.S. Department of Housing and Urban Development (HUD) for HMIS, and has a 20% non-federal match requirement to make full use of this funding. The $20,500 grant from the Affordable Housing Fund will enable the Alliance to access $82,000 in HUD funds. Funding is from the Affordable Housing Fund (Account 250.21.5465.65500). The 2018 Affordable Housing Fund has $114,500 budgeted for housing-related services and an uncommitted cash balance of approximately $800,000.
For Action
(P2) **Ordinance 46-O-18, Granting a Special Use for a Type 2 Restaurant, Frio Gelato, at 1301 Chicago Avenue**

The Zoning Board of Appeals and City staff recommend City Council adoption of Ordinance 46-O-18 granting special use approval for a Type 2 Restaurant, Frio Gelato, in the B1 Business District and the oDM Dempster-Main Overlay District. The applicant will comply with all zoning requirements and meets all of the standards for a special use in this district.

**For Introduction**

(P3) **Ordinance 47-O-18, Amending the Definition of “Coach House” in the the City Code Section 6-18-3**

Staff recommends amending the Zoning Ordinance to modify the definition of a Coach House. A previous version of the proposed text amendment did not receive a recommendation from the Plan Commission.

**For Introduction**

(P4) **Ordinance 40-O-18, Amending the City Code, “Permitted Obstructions in Required Yards: General Provisions” Relating to Front Porches**

Following discussion with the current and former Zoning Board of Appeals Chair, staff recommends the proposed text amendment be referred back to the Plan Commission for additional discussion.

**For Introduction**

(P5) **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 Action**

(P6) **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 Action**
**ECONOMIC DEVELOPMENT COMMITTEE**

(O1) Economic Development Grant for Evanston Equity in the Arts Hiring Program

The Economic Development Committee and staff recommend City Council approve funding totaling $25,000 to Mudlark Theater to hire additional administrative staff. The Equity in the Arts hiring program will build capacity and diversity for Mudlark’s management organization because candidates must be local minority residents. Staff recommends utilizing funds from the Economic Development Workforce Development Fund (Account 100.21.5300.62663) for this grant. The Equity in Arts Hiring program was originally approved by City Council on October 26, 2016 and allocated up to $50,000 annually as a one-to-one match to help local arts organizations hire and retain Employees of Color.

For Action

(VIII) Call of the Wards

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

(IX) Executive Session

(X) Adjournment

**MEETINGS SCHEDULED THROUGH APRIL 2018**

Upcoming Aldermanic Committee Meetings

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Committee</th>
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<tbody>
<tr>
<td>4/17/2018</td>
<td>7:00 PM</td>
<td>Housing &amp; Community Development Act Committee</td>
</tr>
<tr>
<td>4/18/2018</td>
<td>6:30 PM</td>
<td>M/W/EBE Development Committee</td>
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<tr>
<td>4/23/2018</td>
<td>6:00 PM</td>
<td>Administration &amp; Public Works, Planning &amp; Development, City Council</td>
</tr>
<tr>
<td>4/25/2018</td>
<td>7:00 PM</td>
<td>Economic Development</td>
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<tr>
<td>4/26/2018</td>
<td>5:30 PM</td>
<td>City-School Liaison Committee</td>
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<tr>
<td>4/30/2018</td>
<td>6:00 PM</td>
<td>Special City Council</td>
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</tbody>
</table>

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 Community Development Director

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

Date: April 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 $5 million in funding over 10 years and 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:  
During the discussion of this lease at the March 12, 2018 City Council meeting several issues were brought up that the City Council requested additional information on. A question about what the total costs the City would incur during the proposed five year period that ELHG would be fundraising and making code improvements was asked. Staff researched this and the estimated costs are below:

<table>
<thead>
<tr>
<th>Type</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Alarm Systems, Security</td>
<td>$1,500</td>
</tr>
<tr>
<td>Gas &amp; Electricity</td>
<td>$3,200</td>
</tr>
<tr>
<td>Building Maintenance Materials</td>
<td>$2,500</td>
</tr>
<tr>
<td>Labor/Personnel</td>
<td>$7,800</td>
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<tr>
<td>One year total:</td>
<td>$15,000</td>
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<tr>
<td>---------------</td>
<td>---------</td>
</tr>
<tr>
<td>Five year total:</td>
<td>$75,000</td>
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</tbody>
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These costs are estimates only and cannot fully account for unforeseen incidents or mechanical equipment failure that may or may not occur in the future.

Insurance requirements were also brought up at the last City Council Meeting. Insurance requirements are outlined in Section 6 of the lease and currently require the tenant to obtain insurance when they begin making improvements after they have completed the phase I fundraising (or approximately around year 3). No change has been made to this requirement but can be made by motion of a City Council Member.

The Council requested clarification regarding sublease provisions within the Lease Agreement. Section 13 “Subletting; Assignment” states that Tenant may sublet the Premises for permitted uses defined in Section 11 “Use of Premises” and cannot seek subleases for a use not outlined in Section 11. Section 11(A) states, in part, that:

“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.”

The lease attached to this memo is a redline lease where the red line denotes changes made to the lease since the last City Council meeting.

Redline edits to the lease:

1. Section 4(a) - A year 10, Final Benchmark has been added to the lease. This will require ELHG to raise an additional $3Million prior to the end of the tenth year of the lease “for any combination of Phase II project improvements to the premises, operations and endowments for the tenant”

2. Section 4(c) - Given that “Mandatory Fundraising Benchmark” is not a defined term we added a reference to Section 4(A) where the benchmarks are listed to clarify.

3. Section 7(c) - The Fire and Casualty has been revised to tie the cost of the damage to the value of the property. Also, the damage threshold has been increased to a higher amount so that Tenant and Landlord will only need to meet and discuss how to proceed in a limited set of circumstances.

4. Section 8(B) - Given that Tenant is indemnifying landlord for any matter that occurs at the premises, this has been modified to exclude anything that is the result of Landlord’s gross negligence.

5. Section 9 - Tenant will comply with FOIA but only to the extent required by law. Tenant cannot agree to share information that it is not required to share by law.
6. Section 11(F) - Tenant understands that this is an old building but given that the city makes no representations or warranties regarding the environmental conditions that may be uncovered, the Tenant requested and not now has the option to terminate the lease in the event a major environmental issue is discovered which would cost over $150,000 to repair and/or remediate.

Background:
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. A second fundraising goal of $3 million has been added and will need to be met by the end of the tenth year of the lease.

ELHG proposes to meet the following fundraising benchmarks (funds on deposit):

<table>
<thead>
<tr>
<th>Benchmark</th>
<th>Timeframe</th>
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<tbody>
<tr>
<td>$250,000</td>
<td>one year after lease signing</td>
</tr>
<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>
</tr>
<tr>
<td>$3,000,000</td>
<td>ten years after lease signing</td>
</tr>
</tbody>
</table>

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 a deadline by which any phase II improvements are to be made.

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 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.

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.

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
42-O-18

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 ($\frac{2}{3}$) 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
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DESCRIPTION OF PREMISES</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>TERM</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>RENT</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>TENANT FUNDRAISING BENCHMARKS</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>PROJECT IMPROVMENTS</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>INSURANCE</td>
<td>5</td>
</tr>
<tr>
<td>7</td>
<td>CASUALTY DAMAGE; REPAIRS</td>
<td>7</td>
</tr>
<tr>
<td>8</td>
<td>INDEMNIFICATION</td>
<td>8</td>
</tr>
<tr>
<td>9</td>
<td>MAINTENANCE</td>
<td>10</td>
</tr>
<tr>
<td>10</td>
<td>EASEMENTS</td>
<td>11</td>
</tr>
<tr>
<td>11</td>
<td>USE OF PREMISES</td>
<td>12</td>
</tr>
<tr>
<td>12</td>
<td>UTILITIES</td>
<td>14</td>
</tr>
<tr>
<td>13</td>
<td>SUBLETTING; ASSIGNMENT</td>
<td>14</td>
</tr>
<tr>
<td>14</td>
<td>SURRENDER OF PREMISES; HOLDING OVER</td>
<td>14</td>
</tr>
<tr>
<td>15</td>
<td>SIGNS</td>
<td>15</td>
</tr>
<tr>
<td>16</td>
<td>LIENS</td>
<td>15</td>
</tr>
<tr>
<td>17</td>
<td>DEFAULT AND OTHER REMEDIES</td>
<td>15</td>
</tr>
<tr>
<td>18</td>
<td>REMOVAL OF OTHER LIENS</td>
<td>18</td>
</tr>
<tr>
<td>19</td>
<td>EXPENSES OF ENFORCEMENT</td>
<td>18</td>
</tr>
<tr>
<td>20</td>
<td>NOTICES</td>
<td>18</td>
</tr>
<tr>
<td>21</td>
<td>MISCELLANEOUS</td>
<td>19</td>
</tr>
<tr>
<td>22</td>
<td>VENUE AND JURISDICTION</td>
<td>20</td>
</tr>
<tr>
<td>23</td>
<td>FORCE MAJEURE</td>
<td>20</td>
</tr>
</tbody>
</table>

EXHIBIT A: LEGAL DESCRIPTION
EXHIBIT B: PLAT OF SURVEY
EXHIBIT C: CONSTRUCTION STAGING AND TEMPORARY CONSTRUCTION EASEMENT AREA (Inserted at a later date)
EXHIBIT D: PREMISES BUILD-OUT SCOPE OF WORK AND SITE PLAN (Inserted at a later date)
EXHIBIT E: PERMANENT EASEMENT AREA (Inserted at a later date)
EXHIBIT F: PARKING AREA (Inserted at a later date)
EXHIBIT G: GARDEN AREA (Inserted at a later date)
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 becommence on the Effective Date 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. #As determined by 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 Phase I Benchmark").

4. **Benchmark 4**: Within 120 months following the Effective Date, Tenant must demonstrate that it has raised an additional three million dollars ($3,000,000) beyond the Phase I Benchmark for any combination of Phase II project improvements to the Premises, operations and endowments for the Tenant (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 October 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, as provided in Section 4(A), 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,
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 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 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 that the cost to repair such damage exceeds eighty-five percent (85%) of the fair market value 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 gross negligence or 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 G. 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, to the extent required by law, it must cooperate with the City/Landlord in the event of a Freedom of Information Act request, 5 ILCS 140/1, ("FOIA"), is made to the City/Landlord for documents in connection with Tenant’s information required to be provided by Tenant pursuant to FOIA, . For the avoidance of this Lease, or operations at the Premises, Tenant shall only be obligated to provide information which Tenant is required to provide under FOIA and in the event Tenant fails to comply with this material term of this LeaseFOIA, 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 ___C (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 ___C (“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 __E (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 __E. 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, or previous tenant resulting in liabilities, obligations or costs in excess of $150,000 (“Material Environmental Loss”). In the event that any work performed by or on behalf of Tenant on or to the Property results in or gives rise to a Material Environmental Loss, Tenant may, in its sole discretion, terminate this Agreement without penalty or default and relinquish responsibility for investigation or remediation of such Hazardous Substances to Landlord. For avoidance of doubt, in no event shall Tenant be responsible hereunder for any such Hazardous Substances to the extent costs, liabilities or obligations associated with such Hazardous Substances would exceed $150,000. If the Tenant or Tenant’s contractor uses a Hazardous Substance or violates Environmental Laws during the Term of this Agreement, Tenant remains liable, even after Termination of Agreement, for violation of subject Environmental Laws.

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, 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  

**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 then 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 is 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.
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: President, Board of Directors, Thomas Hodgman
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
Response to City of Evanston’s Request for Proposal No. 17-48

Submitted via hand  •  October 9, 2017

46 of 485
# Table of Contents

1.0 Cover Letter ........................................................................................................4  
2.0 RFP Checklist ......................................................................................................7  
3.0 Mission and Purpose .......................................................................................9  
4.0 Core Values ......................................................................................................10  
5.0 Partners .............................................................................................................11  
6.0 Current Finances .............................................................................................13  
7.0 Fundraising Strategy and Experience ...........................................................14  
8.0 Restoration Plan and Budget ........................................................................17
   8.1 Phase 1: RFP for Architectural and Engineering Services 17  
   8.2 Phase 2: Design Work 18  
   8.3 Architectural Programming Exercise 18  
   8.4 Interior Restoration 19  
   8.5 Minority, Women and Evanston Business Enterprise Program 19  
   8.6 Jens Jensen Garden Restoration 19  
9.0 Proposed Lease Terms with Rationale .........................................................21  
10.0 Operations ......................................................................................................22
    10.1 Programming 22  
    10.2 Revenue 31  
    10.3 Expenses 32  
    10.4 Staffing Model 33  
    10.5 Parking 33  
11.0 Governance ...................................................................................................36  
12.0 Successful Case Studies ............................................................................37  
13.0 List of Appendices .......................................................................................40
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
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

<table>
<thead>
<tr>
<th>RFP Requirement</th>
<th>Evanston Lakehouse Proposal Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory Meeting Attendance</td>
<td>ELHG Board Members attended the August 21 and September 7 mandatory walk throughs.</td>
</tr>
<tr>
<td>Cover Letter</td>
<td>Section 1.0</td>
</tr>
<tr>
<td>Intended Use / Specific Use for Property</td>
<td>Section 3.0, Section 8.0, Section 10.0</td>
</tr>
<tr>
<td>Monthly Lease Payment and Anticipated Term</td>
<td>Section 1.0, Section 9.0</td>
</tr>
<tr>
<td>High Quality Public Use, Consistent with the Lakefront Master Plan</td>
<td>Section 3.0, Section 4.0, Section 10.0</td>
</tr>
<tr>
<td>Retain and Protect the Historic Character of the Buildings and Jensen Gardens</td>
<td>Section 3.0, Section 4.0, Section 8.0</td>
</tr>
<tr>
<td>Address Potential Parking Issues</td>
<td>Section 10.5</td>
</tr>
<tr>
<td>Qualifications and Experience of Organization and Team</td>
<td>Section 7.0, Section 11.0, Appendix 1</td>
</tr>
<tr>
<td>Proposal Management</td>
<td>Section 1.0</td>
</tr>
<tr>
<td>Requirement</td>
<td>Reference</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>M/W/EBE Commitment</td>
<td>Section 8.5</td>
</tr>
<tr>
<td>Financial Capability to Execute Proposal</td>
<td>Section 6.0, Section 7.0, Appendix 3, Appendix 4</td>
</tr>
<tr>
<td>Disclosure of Ownership Interests</td>
<td>Appendix 7</td>
</tr>
<tr>
<td>Additional Information Sheet</td>
<td>Appendix 11</td>
</tr>
<tr>
<td>Conflict of Interest Form</td>
<td>Appendix 8</td>
</tr>
<tr>
<td>Acknowledgement of Understanding</td>
<td>Appendix 9</td>
</tr>
<tr>
<td>Anti-Collusion Affidavit and Proposer’s Certification</td>
<td>Appendix 10</td>
</tr>
</tbody>
</table>
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.
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
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

"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 specifically."

- D65 3rd Grade Teachers
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

[evanstonlakehouse.org](http://evanstonlakehouse.org)
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 them 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
Response to City of Evanston’s Request for Proposal  
No. 17-48

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 reopened 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
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
March 28, 2016

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  Tammy Quinlan Tracey Dusell
Gwen Blossom Staci Manicas
Stefanie Jennerbaum Helen
Marcie Mary Schwartz Stefano Herbst Angela
Sandra Ward Megan Kopec Tanya Maclean Karen
To Whom It May Concern:  

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
Christopher Enck
Treasurer / Historic Preservation Chair
Anthemios Control Corporation
P.O. Box 524, Winnetka, IL 60093

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

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 vibrant 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 strike 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-

106 of 485
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
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. 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
Harley Clarke House Advisory meeting  
Wednesday April 26, 2017

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

**Revenues**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donations collected</td>
<td>$12,118</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
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**Expenses**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative</td>
<td>$69</td>
</tr>
<tr>
<td>Banking Fees</td>
<td>$126</td>
</tr>
<tr>
<td>Website</td>
<td>$156</td>
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<td>Events</td>
<td>$123</td>
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<td>Legal/Tax Fees</td>
<td>$870</td>
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<tr>
<td>Marketing</td>
<td>$5,964</td>
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<td><strong>Total Expenses</strong></td>
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**Cash as of September 30, 2017**  
$4,810
## Base Construction Hard Costs
<table>
<thead>
<tr>
<th>Name</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main House Construction</td>
<td>3,025,000</td>
</tr>
<tr>
<td>Coach House Construction</td>
<td>750,000</td>
</tr>
<tr>
<td>Subtotal Construction</td>
<td>3,775,000</td>
</tr>
</tbody>
</table>

## Other Hard Costs
<table>
<thead>
<tr>
<th>Name</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscaping - Jens Jensen Garden</td>
<td>200,000</td>
</tr>
<tr>
<td>Furniture Fixture &amp; Equipment</td>
<td>250,000</td>
</tr>
<tr>
<td>Phone &amp; Data</td>
<td>35,000</td>
</tr>
<tr>
<td>Signage &amp; Exhibits</td>
<td>25,000</td>
</tr>
<tr>
<td>Subtotal Other Hard Costs</td>
<td>510,000</td>
</tr>
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</table>

## Soft Costs
<table>
<thead>
<tr>
<th>Name</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architects and Engineers</td>
<td>300,000</td>
</tr>
<tr>
<td>Landscape Architect</td>
<td>50,000</td>
</tr>
<tr>
<td>Insurance/Builder's Risk</td>
<td>5,000</td>
</tr>
<tr>
<td>Permits</td>
<td>30,000</td>
</tr>
<tr>
<td>Other Consultants, Landscape Architect</td>
<td>130,000</td>
</tr>
<tr>
<td>Subtotal Soft Costs</td>
<td>515,000</td>
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</tbody>
</table>

## Total Project Cost
<table>
<thead>
<tr>
<th>Name</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Project Cost</td>
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## Operational Startup Fund
<table>
<thead>
<tr>
<th>Name</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Operational Startup Fund</td>
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</table>

## Total Capital Campaign Goal
<table>
<thead>
<tr>
<th>Name</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Capital Campaign Goal</td>
<td>5,300,000</td>
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</tbody>
</table>

## Initial Restoration - Code Compliance and Demonstration Scale
<table>
<thead>
<tr>
<th>Name</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code Compliance</td>
<td>550,000</td>
</tr>
<tr>
<td>Initial Education Lab</td>
<td>225,000</td>
</tr>
<tr>
<td>Initial Community Meeting Space</td>
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<tr>
<td>Subtotal Hard Costs</td>
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</tr>
<tr>
<td>2-yrs Operational startup</td>
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<tr>
<td>Subtotal Demonstration Scale</td>
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<tr>
<td>Fundraising for Demonstration Scale</td>
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</tbody>
</table>

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

## Additional Fundraising for Full Restoration
<table>
<thead>
<tr>
<th>Name</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Fundraising for Full Restoration</td>
<td>3,800,000</td>
</tr>
</tbody>
</table>

## Additional Operational Startup
<table>
<thead>
<tr>
<th>Name</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Operational Startup</td>
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</tbody>
</table>

## Total New Fundraising Required
<table>
<thead>
<tr>
<th>Name</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total New Fundraising Required</td>
<td>5,300,000</td>
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</tbody>
</table>
## Evanston Lakehouse & Gardens
### Sources and Uses of Cash (estimated)

<table>
<thead>
<tr>
<th>Sources of Cash</th>
<th>Amount</th>
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</thead>
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<tr>
<td>Cash on Hand 9/30/2017</td>
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<tr>
<td>Existing Pledges</td>
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</tr>
<tr>
<td>Capital Campaign</td>
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</tr>
<tr>
<td>City Funds</td>
<td>$ 250,000</td>
</tr>
<tr>
<td><strong>Total Sources of Cash</strong></td>
<td><strong>$ 5,300,000</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Uses of Cash</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Restoration Compliance and Construction</td>
</tr>
<tr>
<td>Full Restoration Additional Construction</td>
</tr>
<tr>
<td>Full RestorationAdditional Hard Costs</td>
</tr>
<tr>
<td>Soft Costs</td>
</tr>
<tr>
<td>Operating Reserves</td>
</tr>
<tr>
<td><strong>Total Uses of Cash</strong></td>
</tr>
</tbody>
</table>
Evanston Lake House and Gardens

5-Year Plan

### Revenue/Cash Inflows

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Donations and Gifts</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pledges</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Campaign, Grants, Planned Giving - Cash Received</td>
<td>50,000</td>
<td>1,650,000</td>
<td>3,135,000</td>
<td>1,045,000</td>
<td>150,000</td>
<td>150,000</td>
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<tr>
<td>Annual Giving - Lakehouse Stewards Program</td>
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<td>25,000</td>
<td>50,000</td>
<td>55,000</td>
<td>55,000</td>
<td>60,000</td>
</tr>
<tr>
<td><strong>Subtotal Donations and Gifts</strong></td>
<td>50,000</td>
<td>1,675,000</td>
<td>3,185,000</td>
<td>1,100,000</td>
<td>205,000</td>
<td>210,000</td>
</tr>
<tr>
<td><strong>Program Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Educational Programs</td>
<td>4,000</td>
<td>6,400</td>
<td>24,000</td>
<td>32,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Events and Rentals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Large Event Rentals</td>
<td>-</td>
<td>36,000</td>
<td>98,000</td>
<td>144,000</td>
<td>216,000</td>
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<tr>
<td>Corporate and Small Group Rentals</td>
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<td>8,400</td>
<td>36,000</td>
<td>48,000</td>
<td>61,000</td>
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<tr>
<td>Café Rental Income</td>
<td>0</td>
<td>60,000</td>
<td>72,000</td>
<td>84,000</td>
<td>96,000</td>
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<tr>
<td>Seasonal Events</td>
<td>0</td>
<td>30,000</td>
<td>35,000</td>
<td>35,000</td>
<td>35,000</td>
<td></td>
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<tr>
<td><strong>Subtotal Program and Events</strong></td>
<td>0</td>
<td>138,400</td>
<td>247,400</td>
<td>335,000</td>
<td>440,000</td>
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<tr>
<td>Investment Income</td>
<td>555</td>
<td>10,845</td>
<td>15,055</td>
<td>4,332</td>
<td>4,406</td>
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<tr>
<td><strong>Total Revenue</strong></td>
<td>50,000</td>
<td>1,675,555</td>
<td>3,334,245</td>
<td>1,362,455</td>
<td>544,332</td>
<td>654,406</td>
</tr>
</tbody>
</table>

### Capital and Operating Expenditures

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive Director</td>
<td>50,625</td>
<td>101,250</td>
<td>104,288</td>
<td>107,416</td>
<td>110,639</td>
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<tr>
<td>Education Program Director</td>
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<td>69,525</td>
<td>71,611</td>
<td>73,759</td>
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<td></td>
</tr>
<tr>
<td>Events Coordinator</td>
<td>67,500</td>
<td>69,525</td>
<td>71,611</td>
<td>73,759</td>
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<td></td>
</tr>
<tr>
<td>Facilities Manager</td>
<td>67,500</td>
<td>69,525</td>
<td>71,611</td>
<td>73,759</td>
<td></td>
<td></td>
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<tr>
<td><strong>Subtotal Staff Salaries and Benefits</strong></td>
<td>0</td>
<td>50,625</td>
<td>303,750</td>
<td>312,863</td>
<td>322,248</td>
<td>331,916</td>
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<tr>
<td>Utilities</td>
<td>0</td>
<td>22,500</td>
<td>30,000</td>
<td>30,900</td>
<td>31,827</td>
<td>32,782</td>
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<tr>
<td>Building Maintenance</td>
<td>0</td>
<td>37,750</td>
<td>77,765</td>
<td>80,098</td>
<td>82,501</td>
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</tr>
<tr>
<td>Gardens and Grounds Maintenance</td>
<td>0</td>
<td>25,000</td>
<td>25,750</td>
<td>26,523</td>
<td>27,318</td>
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</tr>
<tr>
<td>Marketing</td>
<td>15,000</td>
<td>15,450</td>
<td>15,914</td>
<td>16,391</td>
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<tr>
<td>Insurance</td>
<td>20,000</td>
<td>20,600</td>
<td>21,218</td>
<td>21,855</td>
<td>22,510</td>
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<tr>
<td>Bookkeeping and Accounting</td>
<td>4,000</td>
<td>4,120</td>
<td>4,244</td>
<td>4,371</td>
<td>4,502</td>
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<tr>
<td>Other program related expenses</td>
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<td>0</td>
<td>30,000</td>
<td>30,900</td>
<td>31,827</td>
<td>32,782</td>
</tr>
<tr>
<td><strong>Subtotal Operation and Maintenance</strong></td>
<td>0</td>
<td>97,125</td>
<td>466,220</td>
<td>519,089</td>
<td>534,662</td>
<td>550,702</td>
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<tr>
<td>Fundraising expenses</td>
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<td>49,500</td>
<td>47,025</td>
<td>47,501</td>
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<td></td>
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<tr>
<td><strong>Capital / Restoration Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Restoration and contractor expenses</td>
<td>500,000</td>
<td>2,400,000</td>
<td>1,900,000</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>0</td>
<td>646,625</td>
<td>2,913,245</td>
<td>2,434,764</td>
<td>536,912</td>
<td>552,952</td>
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<tr>
<td><strong>Net Surplus / (Deficit)</strong></td>
<td>50,000</td>
<td>1,028,930</td>
<td>421,000</td>
<td>(1,072,309)</td>
<td>7,420</td>
<td>101,454</td>
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<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Reserve</td>
<td>5,542</td>
<td>55,542</td>
<td>1,084,472</td>
<td>1,505,472</td>
<td>433,163</td>
<td>440,583</td>
</tr>
<tr>
<td>(+) Net Income / (Loss)</td>
<td>50,000</td>
<td>1,084,472</td>
<td>421,000</td>
<td>(1,072,309)</td>
<td>7,420</td>
<td>101,454</td>
</tr>
<tr>
<td><strong>Operating Reserve at end of Year</strong></td>
<td>55,542</td>
<td>1,084,472</td>
<td>1,505,472</td>
<td>433,163</td>
<td>440,583</td>
<td>542,037</td>
</tr>
</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.
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: 
847-328-8315

FAX NUMBER: 
n/a

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

Other ( ) 901 (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

N/A

N/A

N/A

Revised 12-14 (31-38)
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 APPICANTS - 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

S. E. Hodgson

Revised 10-14 (05-15)
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.

[Signature]
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.

[Seal]
Notary Public

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

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the Proposer hereby certifies that they are not barred from bidding on this contract as a result of bid rigging or bid rotasing or any similar offense (720 ILCS 5/33E-3, 33E-4).

Authorized Signature:  

Company Name:  

Typed/Printed Name:  

Title:  

Email:  

Date:  10/7/17

Telephone Number:  (860) 568-8318

Fax Number:  n/a

Evanson Lakehouse & Gardens

Tom Hodgman  

President, Board of Directors

thodgman@gmail.com

145 of 485
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.
EXHIBIT B
ADDITIONAL INFORMATION SHEET

Proposal Name: Lease of Harley Clarke Mansion to a Non-profit Organization
Proposal Number #: 17-48
Company Name: Evanston Lakehouse & Gardens
Contact Name: Tom Hodgman
Address: 819 Clinton Place
City, State, Zip: Evanston, IL 60201
Telephone/FAX #: (847) 656-308
E-mail: thodgman@gmail.com

Comments:

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

Revised 10-14 (01-16)
CITY COUNCIL REGULAR MEETING

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

Present:
Alderman Fiske
Alderman Braithwaite
Alderman Wynne
Alderman Wilson
Alderman Revelle
Alderman Rainey
Alderman Suffredin
(7)

Absent:
Alderman Rue Simmons
Alderman Fleming
(2)

Presiding:
Mayor Stephen Hagerty
Mayor’s Public Announcements

Mayor Hagerty announced the State of the City Address could be found on the City of Evanston website for residents interested in what the Mayor had to say

City Manager’s Public Announcements

City Manager Wally Bobkiewicz presented Grant Ferrar a plaque award in recognition of his service of over 8 years as Corporation Counsel for the City of Evanston

City Clerk’s Communications

City Clerk announced Early Voting is still happening at the Civic Center in Room G300. This week early voting will take place from 9am-7pm. Saturday from 9am-5pm and Sunday from 10am-4pm. Over 1,600 residents have voted so far. Mail In Ballot applications are due by March 15th and Mail In Ballots need to be postmarked by March 20th

Public Comment

Jackie Prince  Spoke in opposition on the revision relating to the public panhandling ordinance
Adrian Willoughby  Spoke about the Robert Crown project and the Library Parking lot
Carlis Sutton  Wanted City Council to support Ordinance 42–O-18 and pilot rehabilitation program. Spoke in opposition to the senior citizens and disability increase in taxi fares
Tom Hodgman  The President of Evanston Lakehouse & Gardens spoke in support for item (SP1) Ordinance 42-O-18, Lease of City-Owned Property Located at 2603 Sheridan Rd. to Evanston Lake House and Gardens
Doren Price  Spoke about the unequal treatment of inland property owners compared to lake property owners
Special Order of Business

(SP1) Ordinance 42-O-18, Lease of City-Owned Property Located at 2603 Sheridan Rd. to Evanston Lake House and Gardens

City Council adopted 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
Passed 6-1.

Alderman Rainey Voted No.

Consent Agenda

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

For Action
Approved on Consent Agenda

(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
Passed 7-0

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

For Action
Passed 6-0

Alderman Suffredin Abstained

152 of 485
(A3.1) **Pilot Landlord Rehabilitation Assistance Program**

City Council approved 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**

*Approved on Consent Agenda*

(A3.2) **Sidewalk Café Application for Pono Ono Poke at 1630 Chicago Avenue**

City Council approved 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**

*Approved on Consent Agenda*

(A3.3) **Sole Source Purchase of Cisco Systems Network Switches**

City Council authorized 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**

*Approved on Consent Agenda*

(A3.4) **2018 Special Events Calendar**

City Council approved 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
Approved on Consent Agenda

(A3.5) One-Year Contract Extension with J.A. Johnson Paving Company for Pavement Patching

City Council authorized 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
Approved on Consent Agenda

(A3.6) One-Year Single Source Contract for Purchase of Concrete from Ozinga Ready Mix Concrete Inc.

City Council authorized 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
Approved on Consent Agenda

(A3.7) One-Year Single Source Contract for Purchase of Hot Mix Asphalt from Builders Asphalt

City Council authorized 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
Approved on Consent Agenda

(A3.8) **Contract with Landscape Concepts Management, Inc. for the 2018 Green Bay Road Landscape Maintenance**

City Council authorized 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
Approved on Consent Agenda

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

City Council authorized 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
Approved on Consent Agenda

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


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

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

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

For Action
Approved on Consent Agenda

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

City Council adopted 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
Approved on Consent Agenda

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

For Action
Approved on Consent Agenda

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

For Action
Approved on Consent Agenda

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

For Action
Approved on Consent Agenda

(A9) Ordinance 27-O-18, Lease of Room Space at the Lorraine H. Morton Civic Center to the League of Women Voters

City Council adopted 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.
(A10) Ordinance 18-O-18, Amending City Code Section 1-17-1, Adding Subsection “Contractor Debarment, Suspension and Prohibited Contracts”

City Council adopted 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.

(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.

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

City Council adopted 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.

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

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

City Council adopted 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
Council voted to return Item back to committee.
Passed 7-0

(A15) **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 Action
Council voted to return Item back to committee.
Passed 7-0

(A16) **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 Action
Approved on Consent Agenda

(A17) **Ordinance 11-O-18, Amending City Code Title 1, Chapter 11 to Update Operational Functions with the Finance Division**

City Council adopted 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
Approved on Consent Agenda

(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

City Council adopted 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
Approved on Consent Agenda

(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
Item held in committee until April 9th

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

City Council approved 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
Approved on Consent Agenda

(O1) Applications for the Evanston Great Merchants Grant Program

Motion: Ald. Watch

Motion: Ald. Rainey
City Council approved 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
Approved on Consent Agenda

(O2) Applications for the Entrepreneurship Support Program

City Council approved the 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
Approved on Consent Agenda

(O3) Storefront Modernization Program Application for 1101 Howard Street

City Council approved the 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 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
Approved on Consent Agenda

(O4) 13-R-18, Authorizing the City Manager to Execute an Economic Development Grant Agreement with BLUE1647
City Council adopted 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
Approved on Consent Agenda

Call of the Wards

Ward 1: No Report Watch
Ward 2: On March 22nd part of Northwestern is holding a free career fair at the Hilton Garden from 1pm-4pm Watch
Ward 3: No Report Watch
Ward 4: Thanked Staff and employers who attended the job fair Watch
Ward 5: No Report Watch
Ward 6: Requested that the Rules Committee have a discussion on how the committee meetings are scheduled and if there's a way to do it more efficiently Watch
Ward 7: No Report Watch
Ward 8: The Peckish Pig restaurant purchased the building from the City of Evanston Watch
Ward 9: No Report Watch
Adjournment

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

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, March 19th, 2018

Present:

Alderman Fiske
Alderman Braithwaite
Alderman Wynne
Alderman Wilson
Alderman Rue Simmons

Alderman Revelle
Alderman Rainey
Alderman Fleming
Alderman Suffredin

Absent:

(9)

Presiding:

Mayor pro tempore Melissa Wynne
Mayor’s Public Announcements

Mayor pro tempore Melissa Wynne announced National Public Health week from April 2nd - 6th.

City Manager’s Public Announcements

City Manager Wally Bobkiewicz had no announcement.

City Clerk’s Communications

City Clerk reminded everyone about the March 20th Gubernatorial Primary Election. Evanston took the top spot for Early Voting in suburban Cook County.

Public Comment

James Angelman  Shared his concern over the safety of the marshmallows being given at the Marshmallow Drop
Junad Rizki  Expressed his concerns over the City Manager and City Council’s actions. Also spoke about the water revenues and Robert Crown project.
Virginia Beatty  Suggested there be a women’s park in Evanston
Michael Donoroff  Spoke on behalf of Northwestern Student Government to thank the EPD for their response in the swatting incident last month. Urged everyone to speak to their representatives to take action on gun control.

Special Order of Business

(SP1) Mayor’s Climate Action Resilience Plan Working Group Update

Staff presented City Council with an update from the Mayor’s Climate Action Resilience Plan Working Group.
For Discussion
Sustainability Coordinator Kumar Jensen provided City Council with an update to the CARP which aimed at making Evanston a resilient community in the face of climate change.

(SP2) Evanston Fire Department 2017 Annual Report
Staff presented City Council with the Evanston Fire Department's 2017 Annual Report.

For Discussion
Fire Chief Brian Scott delivered a presentation to City Council of the Fire Department's 2017 Annual Report. Among items of discussion were the operations of the department, community engagement, staff training and goals for the upcoming calendar year.

(SP3) Evanston Police Department Stop and Frisk Policies
Staff presented City Council with information on the Evanston Police Department’s stop and frisk policies and statistics from 2017 arrests.

For Discussion
Chief Richard Eddington gave City Council a presentation on how the E.P.D. conducts Stop and Frisk in the City of Evanston. Officer training and issuing of firearms were topics of discussion as well. Alderman Fleming suggested making data from the presentation available to the public to show the operations within the Police Department. Alderman Braithwaite would like clarification of the definition of “victims” and reference point to tag the percentages to the population of the city.

(SP4) Public Benefits and Impact Fees from Planned Developments
Staff requested City Council direction, which could come in the form of a referral to the Plan Commission if a Text Amendment is recommended or a recommendation for no further action.

For Discussion
Item referred to Planning & Development committee for mid-May
Passed 9-0

(SP5) 2017 Consolidated Annual Performance and Evaluation Report for the City’s Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant Programs
City Council approved the 2017 Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER reviews how the City of Evanston used federal entitlement funds provided by the U.S. Department of Housing
and Urban Development (HUD) to implement programs and projects that addressed community needs successfully during the 2017 program year (January 1 to December 31, 2017), and is posted on the City website at cityofevanston/caper. The CAPER must be submitted to the Chicago Field Office of the U.S. Department of Housing and Urban Development by March 31, 2018.

**For Action**
Passed 9-0

(SP6) 2019 Budget Projections and Priority-Based Budgeting

City Council accepted and placed on file the projections for the 2019 budget and direct staff to move forward on a priority-based budgeting process.

**For Action: Accept and Place on File**
Passed 9-0

**Consent Agenda**

(A1) Resolution 18-R-18, Good to Go Jamaican Cuisine Request for Financial Assistance

City Council adopted Resolution 18-R-18 for financial assistance in the amount of $25,000 to Good To Go Jamaican Cuisine LLC to purchase additional equipment needed to open their new location at 711 Howard Street. Funding will be from the Economic Development Business Attraction Fund (Account 215.21.5300.62660), which has a budget and current balance of $50,000.

**For Action**
Passed 8-1
Alderman Suffredin Voted “No”

(A2) Ordinance 33-O-18, Amending City Code Section 3-4-6 By Creating the New Class F-2 Liquor License

City Council adopted 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 19, 2018.

**For Introduction**
Motion made to amend original license fee to $45,000 and the renewal fee to $15,000.

**Passed 7-2** Alderman Suffredin & Alderman Fiske Voted “No”

Motion made to suspend the rules for introduction and action

**Pass 9-0**

**(A3) Ordinance 31-O-18, Amending City Code Section 3-4-6 By Creating the New Class X Liquor License**

City Council adopted Ordinance 31-O18, 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. Ordinance 31-O-18 was introduced February 26, 2018; At the City Council meeting of March 12, 2018, the Ordinance was re-referred back to Committee on March 19, 2018 for Action.

**For Action**

**Passed 8-1** Alderman Fiske voted “No”

Item amended to include cheese and crackers and power cutting tools may not be utilized when consuming alcohol

**(O1) Evanston Great Merchants Grant to Herrera Landscape & Snow Removal for 2018 Business Districts Planters & Landscape Improvements**

City Council approved to award the Request for Proposal (RFP) 18-04 for 2018 Business Districts Planters & Landscape Improvements contract to Herrera Landscape & Snow Removal for $32,569. The project is a cornerstone of the annual Great Merchant Grant Program. Staff recommends utilizing the Economic Development Business District Improvement Program Fund (Account 100.21.5300.65522). The City Council approved a 2018 budget totaling $250,000 for this account. To date no funds have been spent.

**For Action**

**Approved on Consent Agenda**
## Call of the Wards

| Ward 1: | No Report | Watch |
| Ward 2: | Thanked Staff and City Council for attending the Chespin Gala | Watch |
| Ward 3: | Office hours on Thursday April 5th from 7am-10am at Brothers K | Watch |
| Ward 4: | No Report | Watch |
| Ward 5: | Thanked Crystal Jefferson a crossing guard in the 5th Ward for providing excellent care for the students she serves, particularly in an incident that happened last week | Watch |
| Ward 6: | No Report | Watch |
| Ward 7: | No Report | Watch |
| Ward 8: | Thanked City Council for their support on Good to Go restaurant | Watch |
| Ward 9: | No Report | Watch |

### Adjournment

Mayor pro tempore Melissa Wynne called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned.
I. DECLARATION OF A QUORUM: ALDERMAN FLEMING, CHAIR

II. APPROVAL OF MINUTES OF REGULAR MEETING OF FEBRUARY 26, 2018 AND MARCH 19, 2018

III. ITEMS FOR CONSIDERATION

(A1) Payroll – February 19, 2018 through March 4, 2018 $2,762,402.14
Payroll – March 5, 2018 through March 18, 2018 $2,780,773.27

(A2) Bills List – March 27, 2018 $1,399,302.89
Bills List – April 10, 2018 $4,292,911.16

For Action

(A3.1) Renewal Agreement with Express Press to Supply Clothing for the Parks, Recreation and Community Services Summer Programs
Staff recommends that the City Council authorize the City Manager to execute the renewal option of the agreement with Express Press, (18560 E St. Louis Street, Springfield, MO. 65802) for the Parks, Recreation and Community Services Department 2018 summer clothing, in an amount not to exceed $24,500. A breakdown of the thirteen account numbers and budget allocations can be found on the corresponding transmittal memorandum.

For Action
(A3.2) Agreement with Evanston Township High School to Supply Lunch Meals for the 2018 Summer Food Program
Staff recommends that City Council authorize the City Manager to execute an agreement between the City of Evanston and Evanston Township High School (E.T.H.S.), (1600 Dodge Avenue, Evanston 60201). This agreement is to provide lunch meals for the 2018 Summer Food Service Program in the not-to-exceed amount of $3.25 per lunch. This is a reimbursement program in which the total amount of reimbursement the City will receive is solely dependent upon the number of meals served and varies depending on the levels of participation. Funding for this program is budgeted in business unit 100.30.3050, Recreation Outreach Program, where program expenditures are charged back and revenue credited. There is $125,000 allocated for food purchases of which $15.79 has been expended.
For Action

(A3.3) Sidewalk Café – French Kiss Café at 517 Dempster Street
Staff recommends City Council approval of first-time application for a sidewalk café permit for French Kiss Cafe, a Type 2 restaurant located at 517 Dempster Street. The sidewalk café will consist of two tables with two seats each for a seating capacity of four, and will operate Monday–Friday from 7:00 a.m.–7:00 p.m. and Saturday–Sunday from 11:00 a.m.–7:00 p.m.
For Action

(A3.4) Sidewalk Café – Rock N’ Ravioli at 1012 Church Street
Staff recommends City Council approval of first-time application for a sidewalk café permit for Rock N’ Ravioli, a Type 1 restaurant located at 1012 Church Street. The sidewalk café will consist of six tables with two seats each for a seating capacity of 12, and will operate Wednesday – Sunday from 11:00 a.m. – 10:00 p.m.
For Action

(A3.5) Contract to Provide a Street Condition Evaluation and Right-of-Way Asset Management with Infrastructure Management Services L.L.C.
Staff recommends that City Council authorize the City Manager to execute a contract to provide a street condition evaluation and right-of-way asset management with Infrastructure Management Services L.L.C (1775 Winnetka Circle, Rolling Meadows, IL 60008) in the amount of $206,720. This project will be funded from the City’s Capital Improvement Program (CIP) 2018 General Obligation Bonds (Account No. 415.40.4118.62145-418005), which has an FY 2018 budget of $250,000. The remaining fund balance is $250,000.
For Action
(A3.6) **Contract Extension for 2018 with Patriot Pavement Maintenance for 2018 Crack Sealing Program**

Staff recommends City Council authorize the City Manager to execute a one year contract extension for crack sealing services with Patriot Pavement Maintenance (825 Segers Rd., Des Plaines, IL 60016), in the amount of $80,000. This contract award is part of a bid let by the Municipal Partnering Initiative. Funding for this work will from the Street Maintenance Fund (Account 100.40.4510.62509), with a budget of $80,000. The account has a remaining balance of $80,000.

For Action

(A3.7) **Contract Extension for 2018 with Precision Pavement Markings, Inc. for Pavement Marking Program**

Staff recommends City Council authorize the City Manager to execute a one-year contract extension for pavement markings with Precision Pavement Markings, Inc. (P.O. Box 705 Elgin IL 60123) in the amount of $92,600. This contract is part of a bid let by the Municipal Partnering Initiative (MPI). Funding for this work will be from the 2018 Capital Improvement & Parking System Funds: Capital Improvement (Account 415.40.4118.65515-41709) with a FY18 Budget of $175,000 and a remaining balance of $85,000; and Parking System (Account 505.19.7005.65515) with a FY18 budget of $2,450,000 and a remaining balance of $2,128,321.

For Action

(A3.8) **Single Source Purchase of Riding Mower from Reinders, Inc.**

Staff recommends the City Council authorize the City Manager to execute a purchase order for a Toro Groundsman Riding Mower, model GM3280-D, from Reinders, Inc., (3816 Carnation Street, Franklin Park, IL 60131), in the amount of $21,997.70. Funding for this purchase is from the General Fund (Account 100.40.4330.65550) with a FY18 Budget and remaining balance of $26,000.

For Action

(A3.9) **Purchase of Vehicle for the Evanston Police Department from Currie Motors**

Staff recommends City Council approval of the purchase a Ford SUV outfitted with lights, sirens and other necessary equipment for operations. This is a replacement vehicle for Evanston Police Department Patrol Unit #41, 2017 Ford SUV as it was in an accident and the insurance adjuster deemed the vehicle as totaled. The replacement vehicle will be purchased from Currie Motors (9423 W. Lincoln Highway, Frankfort, IL 60423) in the amount of $28,486.00 and outfitted by Havey Communications, Inc. (28835 Herky Drive, Suite #117, Lake Bluff, IL 60044) in the amount of $5,010.70 through a Northwest Municipal Conference Suburban Purchasing Cooperative Competitive contract. Funding for the vehicles will be from the Insurance Fund (Account 605.99.7801.65550) in the total amount of $33,496.70.

For Action
(A3.10) Purchase of Vehicle for the Evanston Fire Department from Foster Coach Sales, Inc.
Staff recommends City Council approval for the purchase of a new Fire Department Ambulance, a Ford F-550 chassis with a Horton EMT conversion outfitted with lights, sirens and other necessary equipment for operations. The replacement vehicle will be purchased from Foster Coach Sales, Inc. (903 Prosperity Drive, Sterling, IL 61081) in the amount of $291,730.00 through the Northwest Municipal Conference Suburban Purchasing Cooperative Competitive contract #174. Funding for the vehicle will be from the Equipment Replacement Fund (Account 601.19.7780.65550) in the amount of $291,730.00, which has a budgeted amount of $1,522,977.
For Action

(A3.11) Purchase of Three Vehicles for the Public Works Agency from Monroe Truck Equipment, National Fleet Auto Group and JX Peterbilt
Staff recommends City Council approval for the purchase of three (3) replacement vehicles for operations and allocated to the Public Works Agency - Public Services Bureau. The replacement vehicles will be purchased from: Monroe Truck Equipment (1051 W. 7th Street, Monroe, WI 53566) in the amount of $104,880.00, National Fleet Auto Group (490 Auto Center Drive, Watsonville, CA 95076) in the amount of $171,726.00 and JX Peterbilt, (42400 Hwy 41, Wadsworth, IL 60083), in the amount of $137,131.00 through the National Joint Powers Alliance contract. Funding for the vehicles will be from the Equipment Replacement Fund (Account 601.19.7780.65550) in the amount of $413,737.00, which has a budgeted amount of $1,522,977.
For Action

(A3.12) Single Source Purchase of Ford OEM Parts and Vehicle Service from Golf Mill Ford
Staff recommends approval of a contract with Golf Mill Ford Inc., located at 9401 N. Milwaukee Avenue, Niles, IL 60714, in the amount of $82,511.00 for automotive parts and services for City vehicles. Golf Mill Ford will provide Original Equipment Manufacturer parts and service from March 2018 through February of 2019. Funding for this expenditure will be from Account 600.26.7710.65060 (Major Maintenance, Materials to Maintain Autos).
For Action

(A3.13) Agreement with Full Throttle Marine for Watercraft Maintenance and Repair Services
Staff recommends approval of the lowest responsive and responsible bid for Watercraft Maintenance and Repair Services (Bid # 18-11) to Full Throttle Marine, located at 93 Noll Street, Waukegan, IL 60085, in the amount of $31,158.25 for the period of April 1, 2018 thru March 31, 2019 and for the possibility of three (3) one (1) year extensions in each subsequent annual period. The 2018 Budget for Materials to Maintain Autos is $1,050,000.00 for these types of required maintenance and repairs. The allocation for these services within the budget is $37,000.00. Funding provided by the Fleet Services Fund for Major Maintenance, Material to Maintain Autos (Account 600.19.7710.65060).
For Action
Agreement with H-O-H Water Technology, Inc. for Chemical Water Treatment for HVAC Equipment in Various City Facilities

Staff requests approval to renew a three-year contract with H-O-H Water Technology, Inc., a sole vendor, to continue service providing chemical treatment of water HVAC systems in various City facilities. The contract includes three (3) one (1) year extensions, subject to the acceptable performance of the vendor. The total cost of the three-year contract is $40,341, which includes a 1.5% increase each year. Funding will be from Account 100.19.1950.62509 (Facilities Management Service Agreements).

Ordinance 49-O-18, Approving the Construction of a Local Improvement Known as Evanston Special Assessment No. 1523

Staff recommends City Council adopt Ordinance 49-O-18 allowing the paving of the alley north of Payne Street and east of McDaniel Avenue through the Special Assessment Process. Funding will be from: 2018 Capital Improvement Program (CIP) General Obligation Bonds (Account 415.40.4118.65515 – 418003) in the amount of $220,395.00, which has $250,000 budgeted in FY 2018; and Special Assessment funds (Account 415.40.4218.65515 – 418003) in the amount of $220,395.00, which has $250,000 budgeted in FY 2018. The remaining balance in both accounts is $250,000.

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. Ordinance 38-O-18 was held on March 12, 2018 until the April 9, 2018 City Council. Staff recommends suspension of the Rules for Introduction and Action at the April 9, 2018 City Council meeting.

Ordinance 43-O-18, Decreasing the Number of Class C Liquor Licenses for Lao Sze Chuan at 1633 Orrington Avenue

City staff recommends City Council adoption of Ordinance 43-O-18, amending City Code Subsection 3-4-6-(C) to decrease the number of authorized Class C liquor licenses from twenty-six (26) to twenty-five (25). A Bite of China, Inc., d/b/a Lao Sze Chuan, 1633 Orrington, is not renewing its liquor license. Staff recommends suspension of the Rules for Introduction and Action at the April 9, 2018 City Council meeting.

For Action
(A7) **Ordinance 44-O-18, Decreasing the Number of Class D Liquor Licenses for Las Palmas of Evanston at 817 University Place**

City staff recommends City Council adoption of Ordinance 44-O-18 amending City Code Subsection 3-4-6-(D) to decrease the number of authorized Class D liquor licenses from fifty (50) to forty-nine (49). Las Palmas Restaurant of Evanston, Inc., dba Las Palmas of Evanston located at 817 University Place is closed. Staff recommends suspension of the Rules for Introduction and Action at the April 9, 2018 City Council meeting.

**For Introduction and Action**

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**

(APW2)**Administrative Adjudication Report**

Pursuant to the request of Alderman Fleming, staff submits a report on the Administrative Hearings Division caseload, costs, and statistics 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.

(A3.7) 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.

(A3.8) 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.

(A3.9) 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
For Action
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**

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.
I. DECLARATION OF A QUORUM: ALDERMAN RAINEY, CHAIR

A quorum being present, Ald. Rainey called the meeting to order at 6:07 p.m.

II. ITEMS FOR CONSIDERATION

(A1) Resolution 18-R-18, Good to Go Jamaican Cuisine Request for Financial Assistance

Staff recommends City Council consideration of Resolution 18-R-18 for financial assistance in the amount of $25,000 to Good To Go Jamaican Cuisine LLC to purchase additional equipment needed to open their new location at 711 Howard Street. Funding will be from the Economic Development Business Attraction (Account 215.21.5300.62660), with a budget and current balance of $50,000.

For Action

Ald. Rue Simmons moved to recommend City Council consideration of Resolution 18-R-18 for financial assistance in the amount of $25,000 to Good To Go Jamaican Cuisine, LLC to purchase additional equipment needed to open their new location at 711 Howard Street, seconded by Ald. Rainey.

Economic Development Manager Paul Zalmezak explained the need and terms of the funding request from Good to Go Jamaican Cuisine. The owners have purchased and done a gut rehab of the building on Howard Street after relocating from the Chicago side. They have encountered some budget challenges and are in need of an emergency infusion of capital to purchase additional equipment. The terms of this loan mirrors the CDBG loan they currently hold. It is a 10 year loan with no payments during the first year. The total payment amount combined with CDBG loan will be $450 per month.

Owner Lenice Levy explained that Good to Go has been in business for 16 years. They are completing a total renovation of the new building. They have invested approximately $1 million including the purchase of the property. They
expect to open in 3 weeks. They have secured 4 private events in the new space after opening and are in need of additional equipment and furniture.

Ald. Rainey noted that the owners purchased a building that was a church and will be added to the tax rolls immediately.

At Ald. Fleming’s inquiry, Ms. Levy confirmed that there were structural issues during the interior build out that caused the project to go over budget and over the contingency. She added that Good to Go qualified under the previous Storefront Modernization 50/50 Program.

The Committee voted 3-1 with Ald. Suffredin opposed to approval of the financial assistance.

(A2) 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 19, 2018.

For Introduction
Ald. Rainey moved to 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, seconded by Ald. Fleming.

Ald. Rainey discussed the recommendation to amend increasing the licensing fee to an initial cost of $45,000 and a $15,000 annual renewal.

At Ald. Fleming’s inquiry, City Manager Wally Bobkiewicz noted that Evanston First Liquors pays $25,000 initially and a $4,100 renewal for their 5,500 square foot facility.

Ald. Wynne discussed the fairness of liquor licensing fees due to the size of the operations. She added that Binny’s will be the largest liquor store in the city at 20,000 square feet.

The Committee voted 2-2 with Alds. Suffredin and Fleming opposed to adoption of the ordinance.

Ald. Rainey moved to suspend the rules to create the new Class F-2 Liquor License, seconded by Ald. Fleming. The Committee voted unanimously to suspend the rules and create the license.

(A3) 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. Ordinance 31-O-18 was introduced February 26, 2018; At the City Council meeting of March 12, 2018, the Ordinance was re-referred back to Committee on March 19, 2018 for Action.

**For Action**
Ald. Suffredin moved to recommend 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, seconded by Ald. Fleming.

Assistant City Attorney Alex Mackey explained that food service is required in all liquor licenses with onsite consumption. Board and Brush worked with the Law Department to amend the ordinance to serve pre-packaged food thereby no longer requiring food service prep sinks.

The Committee voted unanimously 4-0 to adopt the ordinance.

**III. ITEMS FOR DISCUSSION**

**V. COMMUNICATIONS**

**VI. ADJOURNMENT**
Ald. Fleming moved to adjourn, seconded by Ald. Rainey. The Committee voted unanimously 4-0 to adjourn at 6:36pm.
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: April 5, 2018

Recommended Action: Staff recommends approval of the City of Evanston Payroll and Bills List. There will be two lists due to cancellation of March 26 Council meeting.

Summary:
Payroll – February 19, 2018 through March 4, 2018 $2,762,402.14
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Payroll – March 5, 2018 through March 18, 2018 $2,780,773.27
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Bills List – March 27, 2018 $1,399,302.89
General Fund Amount – Bills list $ 217,014.34
General Fund Amount – Supplemental list $ 1,781.00
General Fund Total: $ 218,795.34

Bills List – April 10, 2018 $4,292,911.16
General Fund Amount – Bills list $ 344,818.66

TOTAL AMOUNT OF BILLS LIST & PAYROLL $11,235,389.46

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

Attachments:
Bills Lists
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$27,128.12

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$27,128.12

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$1,035.53

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$547.44

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## City of Evanston
### Bills List
#### Period Ending 03.27.2018

#### 415 Capital Improvements Fund

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#### 4216 2016 Capital from Other Sources

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#### 4217 2017 CIP Other Funding Source

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#### 4218 2018 Non-Bond Capital

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#### 415 Capital Improvements Fund Total

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**605 INSURANCE FUND**

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Grand Total: **1,399,302.89**

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REVIEWS BY _______________________________ DATE ________________

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## CITY OF EVANSTON

### BILLS LIST

**PERIOD ENDING 04.10.2018**

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**Total:** 12,129.40

### 4540 DISTRIBUTION MAINTENANCE

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**Total:** 3,483.37

### 510 WATER FUND Total

**Total:** 96,383.04

### 513 WATER DEPR IMPRV &EXTENSION FUND

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**Total:** 19,491.58

### 515 SEWER FUND Total

**Total:** 53,746.41

### 520 SOLID WASTE FUND Total

**Total:** 10.02

### 600 FLEET SERVICES FUND

#### 7705 GENERAL SUPPORT

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**Total:** 1,025.07

### 7710 MAJOR MAINTENANCE

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**7710 MAJOR MAINTENANCE Total**

80,079.34

**7780 VEHICLE REPLACEMENTS**

81,104.41

**601 EQUIPMENT REPLACEMENT FUND Total**

2,185,663.17
## SUPPLEMENTAL BILLS LIST ATTACHMENT

### INSURANCE

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<td>CASUALTY LOSS</td>
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<td>WORKERS COMP</td>
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### SEWER

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<td>7600.68305</td>
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**Grand Total**: 4,292,911.16
Memorandum

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

From: Lawrence C. Hemingway, Parks, Recreation and Community Services Director
      Bob Dorneker, Parks and Recreation Assistant Director

Subject: Renewal Agreement with Express Press to Supply Clothing for the Parks, Recreation and Community Services Summer Programs

Date: April 9, 2018

Recommended Action:
Staff recommends that the City Council authorize the City Manager to execute the renewal option of the agreement with Express Press, (18560 E St. Louis Street, Springfield, MO. 65802) for the Parks, Recreation and Community Services Department 2018 summer clothing, in an amount not to exceed $24,500.

Funding Source:
Funding for clothing purchases is budgeted in the following Business Units:

<table>
<thead>
<tr>
<th>Facility/Program</th>
<th>Business Unit</th>
<th>Total 2018 Budget Allocation</th>
<th>Projected Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Crown Center</td>
<td>100.30.3030.65020</td>
<td>$1,000</td>
<td>$600</td>
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<tr>
<td>Robert Crown Center</td>
<td>100.30.3095.65110</td>
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<td>$1,700</td>
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<tr>
<td>Chandler Community Center</td>
<td>100.30.3035.65110</td>
<td>$19,450</td>
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<td>Fleetwood-Jourdain Center</td>
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<td>$41,000</td>
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<tr>
<td>Fleetwood-Jourdain Theatre</td>
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<tr>
<td>Summer Food/Drop In Programs</td>
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<td>$13,000</td>
<td>$300</td>
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<td>Levy Senior Center</td>
<td>100.30.3055.65020</td>
<td>$325</td>
<td>$200</td>
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<td>Lakefront Operations</td>
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<td>Robert Crown Ice Center</td>
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<td>Ecology Camp</td>
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<td>100.30.3720.65020</td>
<td>$5,650</td>
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</table>
Livability Benefits:
Economy and Job: Expand job opportunities.

Summary Bid 16-20:
Parks Recreation and Community Services Department operates a number of summer programs, which clothing is provided to both employees and participants for identification purposes. The intent of the 2016 clothing bid was to combine all the department’s purchases in one bid request for obtaining pricing from qualified clothing apparel vendors for jackets, hats and camp shirts. Previously, staff obtained separate quotes for items being purchased. Clothing costs for camp items have been included in the overall fee being charged for the programs. This is the final year of an option to renew the contract with Express Press.

In April 2016, bids were sent to fourteen potential respondents, including two Evanston based businesses and advertised on Demand Star. Only Express Press and American Soccer Company submitted a bid proposal. The term of the contract was for one year and two one year renewal options, which staff recommends renewing the bid with Express Press for 2018. Express Press did a good job with the printing of items, supplying the requested types of clothing requested and meeting the delivery schedule for the last two years. Additionally, they have proposed no increases for the clothing and printing costs and will keep the 2016 pricing structure.

- Express Press (18560 East St. Louis Street, Springfield, MO
- American Soccer Company, Inc. dba Score Sports
  726 E. Anaheim Street, Wilmington, CA 90744

Below is summary of the projected items to be purchased and the price range for each clothing item. A pricing range is listed below because the actual price of each item is determined by the color of the shirts, number of printed screen, color of the ink and quantity being ordered.

<table>
<thead>
<tr>
<th>Garment Type/Size</th>
<th>Projected Quantity being ordered</th>
<th>Express Press/Cost per item</th>
<th>American Soccer Company/Cost per item</th>
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<td>$3.10 to $3.88</td>
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<td>$2.94 to $3.72</td>
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<td>$2.94 to $3.72</td>
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<td>Polo - various sizes</td>
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<td>$5.07</td>
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<td>19</td>
<td>$16.50</td>
<td>Did not provide pricing</td>
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Attachment:
Copy of the agreement with Express Press
The parties referenced herein desire to enter into an agreement for professional services for

Parks, Recreation and Community Services Summer Clothing

THIS AGREEMENT (hereinafter referred to as the “Agreement”) entered into this ___ day of April 9, 2018, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the “City”), and Express Press, with offices located at 18560 East St. Louis Street, Springfield MO., 65802, (hereinafter referred to as the “Consultant”). Compensation for all basic Services (“the Services”) provided by the Consultant pursuant to the terms of this Agreement shall not exceed $24,500.

I. COMMENCEMENT DATE

Consultant shall commence the Services on April 10, 2018 or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

Consultant shall complete the Services by September 1, 2018. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES
Consultant shall perform the services (the “Services”) set forth here. Services are those as defined in Exhibit A, the City’s Request for Proposal/Qualifications No. #16-20 (Exhibit B) and Consultant’s Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City’s direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City’s business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker’s Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its subconsultants provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant’s work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City’s prior written consent. The Consultant shall be responsible for the accuracy and quality of any
subconsultant’s work.

All subconsultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every subconsultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Consultant represents and warrants that:
(1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. Termination. City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City’s obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, PDF, ArtView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

D. Independent Consultant. Consultant’s status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own
expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

E. **Conflict of Interest.** Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

F. **Ownership of Documents and Other Materials.** All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCad Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant’s own general reference.

G. **Payment.** Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City’s receipt of an invoice and all such supporting documentation.

H. **Right to Audit.** Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City’s authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

I. **Indemnity.** Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and
all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney’s fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant’s subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

At the City Corporation Counsel’s option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including but not limited to, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subConsultants’ work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

J. Insurance. Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant’s
performance or failure to perform the Services hereunder: (1) worker’s compensation in statutory limits and employer’s liability insurance in the amount of at least $500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than $3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than $1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least $1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy(ies) which name the City as an Additional Insured for all of Consultant’s Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant’s certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its subcontractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the “Other Insurance” clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney’s fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

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

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited
statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant’s control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City’s exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

L. Use of City’s Name or Picture of Property. Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City’s name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

M. No Assignments or Subcontracts. Consultant shall not assign or subcontract all or any part or its rights or obligations hereunder without City’s express prior written approval. Any attempt to do so without the City’s prior consent shall, at City’s option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

N. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant’s sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant’s officers, employees, subcontractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

O. Liens and Encumbrances. Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics’ materialmens’ or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in
connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any subConsultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

P. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

Q. Attorney's Fees. In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

R. Waiver. Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

S. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

T. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

U. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

V. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law,
the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 et. seq.), that it has a written sexual harassment policy that includes, at a minimum, the following information:

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;

C. A description of sexual harassment utilizing examples;

D. The Consultant’s internal complaint process including penalties;

E. Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and

F. Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its subconsultant provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act,
the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E. In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

F. Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

H. Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

IX. INTEGRATION

This Agreement, together with Exhibits A, B, C, and D sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of contra proferentem shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.
IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT:

By [Signature]

Its: Sales Manager

FEIN Number: 27-3187479

Date: 3-27-18

CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201

By: ______________________

Its: City Manager

Date: ______________________
Memorandum

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

From: Lawrence C. Hemingway, Director, Parks, Recreation and Community Services
       Bob Dorneker, Assistant Director, Parks and Recreation

Subject: Agreement with Evanston Township High School to Supply Lunch Meals for the 2018 Summer Food Program

Date: April 9, 2018

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute an agreement between the City of Evanston and Evanston Township High School (E.T.H.S.), (1600 Dodge Avenue, Evanston 60201). This agreement is to provide lunch meals for the 2018 Summer Food Service Program in the not-to-exceed amount of $3.25 per lunch.

Funding Source:
This is a reimbursement program in which the total amount of reimbursement the City will receive is solely dependent upon the number of meals served and varies depending on the levels of participation. The City’s estimated reimbursement is calculated using the highest daily participation level stated in our application. Funding for this program is budgeted in business unit 100.30.3050, Recreation Outreach Program, where program expenditures are charged back and revenue credited. There is $125,000 allocated for food purchases of which $15.79 has been expended.

Expense Account 100.30.3050.65025 (projected total food costs) $125,000
Estimated revenue reimbursed to revenue account 100.303050.53565 $145,000

Livability Benefits:
Economy and Job: Expand job opportunities and retain expand local businesses.
Health and Safety: Provide access to fresh, healthful food.

Summary:
The City participates in a Summer Food Service Program, which is an entitlement program sponsored by USDA and administered by Illinois State Board of Education (ISBE) to provide free breakfast and lunches to all youth ages 1-18. The lunch program will be held Mondays through Fridays, June 11 – August 17, 2018, at the following sites: Robert Crown Center, Fleetwood-Jourdain Center, Oakton School, Chute School, Dr. Martin Luther King Jr. Literary and Fine Arts School, McGaw YMCA, Salvation Army (1403 Sherman Avenue) and Mason Park. Breakfast meals are only served at...
Fleetwood-Jourdain Center, Robert Crown Center, Salvation Army, Oakton School and Dr. Martin Luther King Jr.

The estimated participation level stated in our Illinois State Board of Education application is 242 breakfast and 862 lunches per day. Current rate of reimbursement set by the Federal Government is $2.19 per breakfast and $3.875 per lunch served. For 2017, 12,825 breakfast meals and 39,874 lunch meals were served. Reimbursement totaled $132,956.

All lunch meals will be prepared at E.T.H.S. by their kitchen staff and transported to the meal sites. Parks, Recreation and Community Services staff is responsible for the overall coordination of each site, including set up, distribution, monitoring, safety, clean up and record keeping.

All breakfast meals will be prepared by the department’s certified food staff at the Fleetwood-Jourdain Center and then transported to all meal sites.

Non Competitive Bid Award Regulations for Summer Food Programs
(7 CFR 225.15(b)(1))
The Federal regulations allow for programs that sponsors Summer Food Programs to first consider their local School district as a source for obtaining meal service. Using E.T.H.S. or another local public school district to prepare or obtain meals do not require a competitive bid process. Also, the site must be approved by the Illinois State Board of Education to supply meals for our program, and E.T.H.S. is an approved location for meal preparation.

E.T.H.S. is also accustomed to preparing large numbers of meals during the school year and has the facilities and the staff to prepare meals for the Summer Food Service Program. In addition, E.T.H.S. staff is very knowledgeable about the USDA requirements for meal standards, which must be met. E.T.H.S. will also be providing snacks for the Robert Crown camp under a separate contract.

For comparison, Open Kitchens, Inc. supplied the lowest unit price meal in 2016 for the city’s program at a rate of $3.25 per lunch meal. Breakfast meals were prepared by staff at the Fleetwood-Jourdain and food was purchased from local grocery supply stores.

The per meal cost rates that E.T.H.S. provided is also within the budgeted reimbursement amount pre-determined by the Federal Government and our estimate of providing the 2018 is below.

Projected overall summer food Service lunch program 2018
Projected expenditures for the program sites: $166,000
Projected reimbursement: $145,000

Attachments:
Proposal from Evanston Township High School
Illinois State Board of Education Contract
Evanston Township High School’s Proposal to Furnish Food Service to City of Evanston’s Summer Camps 2018

Evanston Township High School (“Vendor”) proposes to furnish the following for the City of Evanston’s (“City”) Summer Camps 2018:

1. Bulk lunches to the Fleetwood Jourdain Community Center, Mason Park Community Center, James Park Community Center, Robert Crown Community Center, Dewey Middle School, Chute Middle School, Oakton Elementary School, Salvation Army and the McGaw YMCA.
   a. Meals, when served in the designated portions, will meet all meal pattern requirements of the National School Lunch Summer Program and will include the appropriate amounts of meat/meat alternate, vegetables, fruits and grains.
   b. Meals will be prepared at Evanston Township High School according to the final menu to be agreed upon by both parties by May 1, 2018.
   c. The menu is subject to change based on food cost and availability.
   d. The number of meals will be based on a weekly order estimate given on the Thursday of the prior week.
      i. Count can be adjusted no later than 3 days prior to production. If less than a 3-day notice is given, the weekly estimate will be billed accordingly.

2. ETHS will deliver to Chute Middle School, Robert Crown Community Center and Oakton Elementary School by 10:30 AM. All other locations will be delivered by the City of Evanston.
   a. All unsold food will be communicated to allow ETHS to track and maintain accurate projections of food quantities.
   b. Soiled bins, leftovers and other items will be picked up by ETHS no later than 2:00 PM.

3. Vendor assumes full responsibility for the food safety of the meals until they are taken to location, at which time the City will assume responsibility for the safe handling and serving of the meals.
4. Vendor will begin service on June 11, 2018 and the final day of service will be August 24, 2018.
5. The price per lunch is $3.25.
6. A monthly invoice will be submitted to the City by the fifth day of each month by Vendor for the preceding month.
7. Payment is due to vendor within thirty (30) days of receipt of the invoice.
   Payments will be sent to:
   a. ETHS Nutrition Services Department
      Evanston Township High School District #202
      1600 Dodge Avenue
      Evanston, IL 60204

__________________________________________________________
Evanston Township High School, Dist. # 202 City of Evanston

_________________________ ___________________________
Date Date

220 of 485
THIS AGREEMENT is made and entered into by and between:

City of Evanston and Evanston Township High School

The Vendor agrees to furnish meals as ordered by the Sponsor for the period of: June 11th to August 17th

Based on the following:

<table>
<thead>
<tr>
<th>Meal Type</th>
<th>Estimated Servings per Day</th>
<th>Estimated Number of Serving Days</th>
<th>Unit Price</th>
<th>Total Price</th>
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<td>AM or PM Snack</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lunch</td>
<td>862</td>
<td>49</td>
<td>$3.25</td>
<td>$131,545</td>
</tr>
<tr>
<td>Supper</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Vendor agrees to deliver unitized meals inclusive of milk on a daily basis to the location(s) during the timeframes indicated in Schedule A, attached hereto and incorporated into this Agreement. The unit prices of each meal type which the Vendor agrees to furnish must be written in ink or typed in the blank space provided above. The price should be based on costs less the value of government donated foods provided by the Sponsor (this adjustment may be reflected in the unit price or in an adjustment on the final billing). The Vendor may not subcontract for the total meal, with or without milk, or for the assembly of the meals.

The unit prices submitted are based on the cycle menu in Schedule B, attached hereto and incorporated into this Agreement. The meals furnished shall meet or exceed Summer Food Service Program (SFSP) meal pattern requirements as specified in Schedule C, attached hereto and incorporated into this Agreement, and Title 7, Part 225 of the Code of Federal Regulations. If the Sponsor elects to participate in the offer vs serve option allowed in Section 225.16(f), the parties agree to meet the requirements defined in Part 210 of Title 7 of the Code of Federal Regulations, and an appropriate meal plan (Schedule C) must be added to this Agreement.

Notification of any changes in approved sites will be made by the Sponsor not less than three days prior to the day delivery of the meals are to begin or end. The Sponsor reserves the right to increase or decrease the number of meals
ordered on seventy two hour(s) notice. Less notice may be provided, if mutually agreed upon between the parties of this Agreement at the time notice is given.

The Vendor agrees to package and deliver meals in containers that meet local health standards. Foods subject to spoilage must be maintained at temperatures of less than 41 degrees Fahrenheit or at 140 degrees Fahrenheit or above, as applicable, during transport. The Vendor assures it has State or local health certification at the meal preparation facility(ies) and that health and sanitation requirements will be met at all times. The Vendor must ensure that meals are inspected periodically to determine bacteria levels. The bacteria level results must be promptly sent to the Sponsor and the State Agency.

The Vendor shall attach a ticket with each delivery specifying the date and quantity of meals by type that are provided. The delivery ticket must also state the menu for the day so each site can ensure the proper meals are being delivered. The Sponsor or Sponsor’s representative must sign each delivery ticket, keep a copy, and document any discrepancies. The Vendor shall promptly submit itemized invoices to the Sponsor monthly, which specify the quantity of meals by type delivered during the preceding month. Invoices not provided within the time limit may be disallowed by the Sponsor.

The Vendor shall not be paid for unauthorized menus, incomplete meals, meals that do not comply with SFSP meal pattern requirements (Schedule C), meals not delivered within the specified delivery time period, meals rejected because they do not comply with temperature requirements, or foods that are substandard in quality or show signs of spoilage. The Vendor is responsible for any costs the Sponsor may incur as a result of replacing these meals. Vendors will be informed within forty-eight (48) hours of any disallowed meals.

The Vendor shall be paid by the Sponsor for all meals delivered in accordance with this contract and SFSP regulations. Neither United States Department of Agriculture (USDA) nor the State Agency assumes any liability to the Vendor, nor for payment to the Sponsor or Vendor of differences between the number of meals delivered by the Vendor and the number of meals served by the Sponsor that are eligible for reimbursement.

The Sponsor shall have the option to cancel this Agreement if the Federal government withdraws funds to support the SFSP. It is further understood that, in the event of cancellation of this Agreement, the Sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this Agreement.

The Vendor agrees to maintain all records (supported by invoices, menus, production records, receipts, etc) that the Sponsor needs to meet its responsibilities under Title 7, Part 225 of the Code of Federal Regulations. These records shall
be available for inspection and audit by representatives of the Sponsor, the Illinois and/or Chicago Department of Public Health, the State Agency, U.S. Department of Agriculture, and the U.S. General Accounting Office at any reasonable time and place for up to three years from the date of receipt of final payment or until final resolution of any audits or investigations. The Vendor shall comply with the appropriate bonding requirements, as set forth in subsections 225.15(m)(5) through (m)(7) of Title 7 of the Code of Federal Regulations.

This Agreement may be terminated by either party upon thirty (30) days written notification. This Agreement is hereby executed by the following parties as of the date indicated below:

<table>
<thead>
<tr>
<th>Acceptance of Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Representative’s Signature</td>
</tr>
<tr>
<td>Printed Name of Vendor Representative</td>
</tr>
<tr>
<td>Title</td>
</tr>
</tbody>
</table>

Sponsor Representative’s Signature

Printed Name of Sponsor Representative’s Signature
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: French Kiss Cafe – Sidewalk Cafe

Date: April 9, 2018

Recommended Action
Staff recommends City Council approval of first-time application for a sidewalk café permit for French Kiss Cafe, a Type 2 restaurant located at 517 Dempster Street.

Background
French Kiss Café is a sandwich and pastry shop that opened January, 2018. The sidewalk café will consist of two tables with two seats each for a seating capacity of four. The café will operate Monday–Friday 7:00 a.m.–7:00 p.m. and Saturday–Sunday 11:00 a.m.–7:00 p.m.

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
Notes:
- No service equipment to be located outside
- No new planters or defining ropes/chains
- Existing exterior lighting to remain
- Existing awning to remain

Existing sidewalk, curb, parking meter, and tree

(2) New 2'-6" dining table for outdoor seating

Existing storefront windows and entry/exit door

Scale: 1/4" = 1'0"
Sidewalk Café Permit New & Renewal Application

SIDEWALK CAFE: 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: French Kas Cafe Inc.
Address: 517 Dempster Street, Evanston, IL 60201
Contact Name: Shem Barham
Address, if different than Food Establishment: 5925 Sulfield Court, Niles, Skokie, IL 60077
Café Hours of Operation: Mon-Fri: 7am to 7pm, Sat-Sun: 11am to 7pm
Phone 1: Cell # : 224-714-3265
Phone 2: Owner-Cell #: 247-880-2245
Email: stephencollection@yahoo.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”)
Yes: 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.
Yes: 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.)
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 (O)7 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)  Stepan Bedasyan

Title/Position  Owner

Signature

Date  03/09/2018
STATEMENT OF RESTAURANT USE
(Sidewalk Café)

Name of Establishment: French Kiss Cafe Inc.

Address: 812 Dempster Street, Evanston, IL 60201

(Check the definition that best describes your operation.)

REESTAURANT, 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)

✓ REESTAURANT, 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.
Pastry Desserts

Pecan and Honey Basket: $5.99
Different Fruit Basket: $13.99
Vampire Cake: $13.99
Chocolate and cherry pastry with chocolate glaze
Raffa: $2.99
Medovnik Cake: $13.99
Oat Bars: $2.99
Mincemeat: $13.99
Cranberry and candied fruit pastry.
Walnut Butter Poptarts: $13.99
Softened butter swirled in flaky croissant dough with candied sugar.
Baklava: $13.99
Walnut, honey, and pistachio cake.
Cheesepo: $13.99
Mini round dough balls filled with cream cheese.
Kuchen: $13.99
Pastry with sweet butter filling.
Eclair: $13.99
Custard cream inside crisp pastry shell.
Crepes: $13.99
With chocolate and vanilla sauce.
Macarons: $2.99

Unsweetened Baked Pastries

Kooblopa: $3.69
Puff Pastry filled with Mozzarella and Parmesan cheese.
Chebuck: $3.99
Hot, Fried Bun with Beef.
Cruffins: $2.99
A Crescent-shaped Roll.
Bagels: $2.99
Add Cream Cheese for 50
Pretzel Dogs: $4.99
Hamburgers wrapped in pretzel bread.
Spinach Pie: $4.99
Chopped spinach with cheese.
Potato Pie: $4.99
Mashed Potatoes, Onion, Red Pepper, and Sauted. Wrapped in warm bread.
Beef Pie: $4.99
Ground beef, Chorio, Onion, Monatana Cheese, Black Pepper, Wrapped in warm bread.

French Kiss Cafe

"Dream away to France in every bite!"

Menu

224-714-2525

517 Dempster St, Evanston, IL 60201

www.frenchkisscafe.net
# Certificate of Liability Insurance

**Certificate Number:** 7ERILDS24770361  
**Date:** 1/22/2018

## Coverages

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>** Commercial General Liability**</td>
<td>02/20/2018 02/20/2019</td>
<td>$1,000,000</td>
</tr>
<tr>
<td><strong>Excess Liability</strong></td>
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<td>5,000</td>
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<tr>
<td><strong>Personal Injury Liability</strong></td>
<td>1,000,000</td>
<td>2,000,000</td>
</tr>
<tr>
<td><strong>Products/Completed Operations</strong></td>
<td>2,000,000</td>
<td>2,000,000</td>
</tr>
</tbody>
</table>

**Certified as an Additional Insured:**

- **French Kiss Cafe**
  - 517 Dempster Street
  - Evanston IL 60202

**Certified as an Additional Insured:**

- **Additional Insured:**
  - Additional Insured – the policy(ies) must have additional insured provisions or be endorsed.

**Additional Information:**

- **City Code Sections:**
  -Sidewalk Cafe
  - Sidewalk Regulations

---

**Certificate Holder:**

**Dempster Associates, LLC**

165 N Michigan Avenue  
S. 565  
Chicago, IL 60601

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**Notification:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

Robert Karapetyan  
01/22/2018
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: Rock N' Ravioli – Sidewalk Cafe

Date: April 9, 2018

Recommended Action
Staff recommends City Council approval of first-time application for a sidewalk café permit for Rock N' Ravioli, a Type 1 restaurant located at 1012 Church Street.

Livability Benefits
Built Environment – Enhance Public Spaces

Background
Rock N' Ravioli is downtown Evanston's newest dining experience. The menu features specialty handmade ravioli dishes as well as artisan flatbread pizza. After your meal, check out the 1920s themed speakeasy through the bookcase door on the second floor and enjoy craft cocktails and live jazz music or get tickets to spectacular nationally travelling entertainers on the main stage in Evanston Rocks Music Room. Three experiences in one building. The sidewalk café will consist of six tables with two seats each for a seating capacity of 12. The café will operate Wednesday – Sunday 11:00 a.m. – 10:00 p.m.

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 CAFE: 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
Rock N' Davioli
Address 1012 Church St
Contact Name Nick Solideo / Ron Onesti
Address, if different than Food Establishment
Cafe Hours of Operation W-Sun. 16-10p
Phone 847-504-6701 Phone2 773 908 5535
Email nick@osihouses.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")
- Reusable dishware/flatware will be used for café customers.
- Disposable dishware/flatware will be used for café customers.
- Public parking is available within 1 block.
- Valet parking is offered.
- Storage of tables, benches or chairs will be on the city sidewalk. (Fee is $200.)
- 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.
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 provision 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)(7) 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 § 8-2-1 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) [Signature] Title/Position [Title] Date 3/5/18
SITE PLAN DRAWING GUIDELINES

(Site assessment and approval by Public Works required for permit issuance)

A detailed drawing to scale of the proposed site indicating the following: the existing facade; the points of ingress and egress; and the proposed location of the tables, chairs, serving equipment, planters, awnings, lighting, delimiting ropes or chains and other facilities to be included in the cafe operation. The detailed scale drawing must indicate the location of the existing public improvements including the following: fire hydrants, parking meters, streetlights, traffic signals, street signs, bus shelters, trees, tree grates, planting boxes and/or planting areas, and any other public or private obstruction. A plat of survey may be required.

Provide 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. Please note: the six (6) feet requirement should consider occupied seating where the chair is pushed away from the table to accommodate the space of a patron.

There should be unobstructed passage for pedestrians, with consideration for those with disabilities, vehicle flow, or access to buildings.

Do not place sidewalk tables, benches, or chairs in a location that interferes with the operation of fire hydrants, pedestrian crosswalks, intersections, bus stops, or taxi stands, or in a location that is harmful to trees or other plantings.

Do not utilize any of the required or non-required parking space area for sidewalk tables, benches, chairs, or other furniture and materials associated with the sidewalk cafe.
STATEMENT OF RESTAURANT USE
(Sidewalk Café)

Name of Establishment: Insomnia Coffee
Address: 1012 Church St

(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@ci.coffeetown.org or call 847-448-4311.
RELEASE, INDEMNIFICATION &
HOLD HARMLESS AGREEMENT
(Sidewalk Cafe)

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

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

NOW, THEREFORE, the undersigned agrees to release, indemnify, defend and hold harmless the City of Evanston, its officers, employees and agents against any and all loss, liability, damage, claims, costs, attorney's fees, and expenses which it may hereafter incur as a result of the undersigned's operation of the sidewalk cafe/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 cafe/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, this 5th day of March, 2018

[Signature]

Name (Please Print)

Title

Address

City, State, Zip

City, State
CITY OF EVANSTON
ALCOHOLIC LIQUOR LICENSE

RNR Evanston, LLC
dba Rock 'N Ravioli
1012 Church St
EVANSTON, IL 60201

<table>
<thead>
<tr>
<th>License Class/Description</th>
<th>License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class C</td>
<td>17LIQA-0009</td>
</tr>
</tbody>
</table>

Authority to sell alcoholic liquor for consumption on premises of hotel or restaurant in Core Area while food service is available.

License Period
10/24/2017 - 10/24/2018

Permitted Service Hours
Mon-Thurs: 11 AM - 1 AM;
Fri-Sat: 11 AM - 2 AM; Sun: 11 AM - 1 AM

A license to sell liquor in the City of Evanston is a privilege, not a right. This license authorizes the named person/entity to sell liquor under the classification described above. Failure to abide by the terms of the specific license class, as well as all pertinent requirements of the City of Evanston Liquor Control Regulations, renders this license subject to immediate forfeiture. Violators may be subject to prosecution.

Honorable Mayor Stephen H. Hagerty
Liquor Control Commissioner
A Rock 'N Start...

OVEN-ROASTED TOMATO BRUSCHETTA
Cherry, pistachio bread toasted and topped with oven-roasted tomatoes, roasted garlic, extra virgin olive oil, and fresh basil

TORTELLINI EN BRODO
Pastrami stuffed with ricotta cheese in a vegetable broth, served with a side of bread

GIULIANA'S CAPRESE COCKTAIL
Fresh mozzarella, tomatoes, fresh basil, extra virgin olive oil, honey, and balsamic reduction

TOASTED RAVIOLI DIPPERS
Lightly battered and sautéed ravioli served with a creamy marinara sauce

RON'S WORLD FAMOUS ROASTED VEGGIES
Just like momma's, served with Sunday gravy and horseradish sauce

TAYLA STREET SAUSAGE PEPP'Z
Fresh Italian fennel & garlic sausage, onion, roasted sweet peppers and onions, sautéed in garlic, white wine, and apple cider

CHARLIE CHAPLIN SHRIMP COCKTAIL
Sautéed shrimp served with homemade horseradish dip

POPEYE'S SPINACH SALAD
Fresh spinach with cherry tomatoes, blue cheese crumbles, roasted walnuts, fresh basil leaf and maple glazed bacon in an apricot vinaigrette dressing

CHOPPED SUNDAY SALAD
Chopped baby kale, lettuce, Balsamic dressing, roasted vegetables, and your choice of protein

CUCUMBER TOMATO SALAD
Fresh cucumbers, tomato, red onion, calamari, and Ron's Sunday red wine vinegar dressing

Ask us about renting our VIP rooms for your next party or event, or cater your own event with our Rock 'N Cuisine!

A Rock 'N Sandwiches...

SANDWICHES SERVED WITH PICKLES, APROPOS SALAD, AND HOUSE-MADE COLESLAW OR SIDEWINDER FRIES

ROASTED ROOT
Roasted root vegetables, horseradish, and mustard

GEORGE THORO-GRILLED CHEESE AND BACON
Georges farmhouse cheese and bacon sandwich!

DEAN MARTIN ITALIAN MEATBALL HERO
Served with meatballs, provolone, and a side of toasted garlic bread

EMERSON GENETTA CAESAR SALAD
Aged Caesar salad with shaved Parmesan, croutons, and dressing

CHARLIE CHAPLIN SHRIMP COCKTAIL
Sautéed shrimp served with homemade horseradish dip

CHOPPED SUNDAY SALAD
Chopped baby kale, lettuce, Balsamic dressing, roasted vegetables, and your choice of protein

CUCUMBER TOMATO SALAD
Fresh cucumbers, tomato, red onion, calamari, and Ron's Sunday red wine vinegar dressing

Ask us about renting our VIP rooms for your next party or event, or cater your own event with our Rock 'N Cuisine!

A Rock 'N Sides...

HOUSEMADE COLESLAW
CURLED SIDEWINDER PARMESAN POTATO FRIES
ROASTED VEGGIES
DA BEST SALTED MUSHROOMS EVER!

Bourbon and Brass

Don't forget to check out our roof top speakeasy located on the second floor!
## CHICKEN VESUVIO RAVIOLI
Roni's Special! Fresh smoked white meat chicken ravioli served in an olive oil, fresh garlic, white wine and rosemary sauce topped with cubes of Vescovo sauce, fresh peas and a touch of lemon.

## ASPARAGUS RAVIOLI
A Rock 'N Ravioli exclusive! Roasted pieces of asparagus and mozzarella cheese served with a light creamy lemon pesto sauce topped with asparagus cream, marinated artichokes and fresh parsley.

## MEAT RAVIOLI
Traditional beef ravioli in a red wine reduction meat Bolognese sauce – Just like Grandma's.

## FOUR CHEESE TORTELLONI (KIDS PORTION $9)
Pastry parcels of ricotta cheese topped with bits of prosciutto and a chunky marinara sauce.

## BUTTERNUT SQUASH RAVIOLI
Served with a Frangelico, honey, sage and brown butter sauce.

## MUSHROOM RAVIOLI
Sautéed wild mushrooms and mozzarella cheese ravioli topped with mushroom, onion, pear in a fresh garlic, parsley and oil sauce.

## BRAISED BEEF SHORT RIB RAVIOLI
Flavorful chunks of slow-cooked beef ravioli in a creamy, dark and onion marmalade and bone marrow sauce – like mom's beef stew.

## CARIBBEAN SHRIMP RAVIOLI
Large lumps of sweet, lilac colored shrimp with fresh mango in a spicy, toasted coconut-pineapple, Malika Rum cream sauce.

## MAIN LOBSTER RAVIOLI
A house specialty! Large, succulent chunks of decadently sweet lobster wrapped in fresh pasta served with a touch of cream in an oven roasted tomato and fresh garlic sauce – guaranteed an amazing lobster experience.

## ROASTED VEGETABLE RAVIOLI
Roasted mixed vegetables with potato flares and a touch of garlic served with an oven roasted tomato, basil and olive oil sauce.

## Rock 'N Pasta

<table>
<thead>
<tr>
<th>Name</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIGI-MAR® ©</td>
<td>12</td>
</tr>
<tr>
<td>Olive-free rigatoni with chunky marinara sauce</td>
<td></td>
</tr>
<tr>
<td>FLY ME TO THE MOON™</td>
<td>12</td>
</tr>
<tr>
<td>Bolognese pasta with homemade vodka sauce</td>
<td></td>
</tr>
<tr>
<td>BACON MAC ANNA CHEEZA</td>
<td>10</td>
</tr>
<tr>
<td>Shiitake macaroni served with an aged cheddar sauce topped with toasted breadcrumbs and maple glazed bacon bits</td>
<td></td>
</tr>
<tr>
<td>PASTA GABRIELLA</td>
<td>18</td>
</tr>
<tr>
<td>Long, curly fettuccine pasta with sautéed spinach, grape tomatoes, fresh peas and Italian sausage in a homemade vodka sauce</td>
<td></td>
</tr>
<tr>
<td>THE BRONX TALE</td>
<td>24</td>
</tr>
<tr>
<td>Linguine, fresh clams, fresh parsley, roasted garlic, white wine, topped with toasted breadcrumbs and red pepper flakes</td>
<td></td>
</tr>
<tr>
<td>SUNDAY AT MA'S HOUSE</td>
<td>19</td>
</tr>
<tr>
<td>Spaghetti with homemade Gabriella’s “Sunday” red gravy, meatballs and salad - all served on the same plate with crusty bread (You can’t leave the table until your plate is clean)</td>
<td></td>
</tr>
</tbody>
</table>

## Rock 'N Sweets

<table>
<thead>
<tr>
<th>Name</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>BLENDA'S HOMEMADE TIRAMISU</td>
<td>8</td>
</tr>
<tr>
<td>LIMONCELLO GELETO 'N CREAM FLUTE</td>
<td>9</td>
</tr>
<tr>
<td>NEW YORK-STYLE SALTED CARAMEL CHEESECAKE</td>
<td>9</td>
</tr>
<tr>
<td>DECADENT TRIPLE LAYER CHOCOLATE CAKE</td>
<td>9</td>
</tr>
<tr>
<td>SWEET RAVS (SERVED WITH VANILLA BEAN ICE CREAM)</td>
<td>10</td>
</tr>
<tr>
<td>BANANA SPLIT DESSERT (Ravioli OR Cannoli Dessert)</td>
<td>10</td>
</tr>
<tr>
<td>SWEETZZA (SWEET-PIZZA, SERVES 2-4)</td>
<td>15</td>
</tr>
<tr>
<td>Hazelnut chocolate nutella, toasted marshmallow, fresh strawberries and whipped cream</td>
<td></td>
</tr>
</tbody>
</table>

## Rock 'N Brews

### DRAFTS
- Miller Lite
- Coors Light
- Bud Light
- Sam Adams
- Spitfire IPA
- Cerveza Pacifico
- Blue Moon
- Revolution IPA
- Hefeic Chocolate Hazelnut Porter

### BOTTLES/CANS
- Peroni
- Bud Light
- Coors Light
- Heineken
- Stella Artois
- Corona Extra
- Modelo Especial
- Modelo Negra
- Guinness
- Rogue Dead Guy Ale
- Tighthead Scarlet Fire (kolsch-style red ale)
- Sketchbook Snowy Owl (red rye ale)
- Sketchbook Pinky Sweater (red rye porter)
- Crispin Rose Hard Cider
- El Chavo infused with Habanero & Mango (spirits hard cider)
- 2 Peas Cider – Tart Cherry
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend, or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
JD Pulviller & Co. Insurance, Inc.
5727 SW Hacienda Ave
PO Box 65508
Portland OR 97239

INSCRIBED AUTOMOBILE LIABILITY

COVERAGE CERTIFICATE NUMBER: 17/18 SBN: Evanston LLC

This certificate certifies 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.

POLICY PERIOD:
03/09/2018
03/09/2019

EXCESS LIMIT:
000,000

Deductible:
0

CERTIFICATE HOLDER

The City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

CANCELLATION

No policies listed above have been cancelled before the expiration date thereof. Notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE

Robert Baker

© 1983-2016 ACORD CORPORATION. All rights reserved.
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Blanket as required by written contract executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law;

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement;

2. Available under the applicable limits of insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.
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:   Comprehensive Pavement Condition Evaluation and Right-of-Way
Asset Management

Date:      March 29, 2018

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute a contract to
provide a street condition evaluation and right-of-way asset management with
Infrastructure Management Services L.L.C (1775 Winnetka Circle, Rolling Meadows, IL
60008) in the amount of $206,720.

Funding Source:
This project will be funded from the City’s Capital Improvement Program (CIP) 2018
General Obligation Bonds (Account No. 415.40.4118.62145-418005), which has an FY
2018 budget of $250,000. The remaining fund balance is $250,000.

Livability Benefits:
Equity & Empowerment: Ensure equitable access to community assets
Health & Safety: Promote healthy, active lifestyles
Reduce Environmental Impact: Reduce Greenhouse gas emissions

Background:
The City hired Infrastructure Management Services L.L.C (IMS) in 2012, to assist in
developing a Five-Year Street Resurfacing Plan prioritizing the streets to be paved
based on the pavement condition and water main replacement priority from 2014 -
2018. The 2018 street resurfacing project is the last year of the City Council approved
street resurfacing program. A new Five-Year Street Resurfacing Plan is required to
develop the Capital Improvement Program for the future years. The City wide street
condition survey is a tool to assess the pavement condition and develop the five-year
street resurfacing program from FY 2019 through FY 2023. To update the pavement
condition and develop a new Five-Year Program, the following information and analysis is required:

- A street surface condition survey (cracking, rut, roughness & macro texture) of all City streets;
- A non-destructive roadway base and sub grade conditions assessment;
- An evaluation of appropriate pavement rehabilitation strategies for different types roadways such as major streets, collectors & neighborhood streets

As part of the street condition survey proposal, the consultant will develop an inventory of the right-of-way assets. The right-of-way (R.O.W.) assets include different types of signs, pavement markings, pavement striping and bike racks located within the public R.O.W. The right-of-way asset inventory will assist the City maintenance crew in replacing the signs and striping in a timely fashion. The pavement condition and the sign inventory will be included as part of the City’s Geographic Information System (GIS) System and will be updated as the changes are made in the field. The attached contract describes the various services that will be performed as part of the pavement management system and right-of-way inventory.

Analysis:
The City of Evanston issued a Request for Proposal (RFP) to provide City wide pavement condition analysis. The RFP was advertised in the Chicago Tribune and on Demand Star. The Request for Proposal was sent to four nationwide consulting firms. Only IMS submitted a proposal to complete the work.

The proposals were reviewed by:
- David Stoneback – Public Works Agency Director
- Lara Biggs P.E. – Bureau Chief Capital Planning & Engineering/City Engineer
- Sat Nagar, P.E. – Senior Project Manager
- Mark Varner – GIS Analyst
- Linda Thomas – Purchasing Specialist

The proposal was reviewed, rated and the selection committee met with IMS staff to discuss the project scope and negotiated the cost. Based on the proposal submitted, including costs, staff recommends that Infrastructure Management Services be awarded the project contract. They have completed similar projects for the City of Evanston in the past and various municipalities in the Chicagoland area. IMS is proposing to use a M/W/EBE firm, Barricade Lites Inc. (MBE), as the subcontractor. The total value of the M/W/EBE subcontracted work is 5% of the total contract amount. The M/W/EBE schedule and a memo reviewing their compliance is attached. Given the nature and scope of the project, the M/W/EBE requirement of the City has been partially waived.

Attachments:
Scope of Services
M/W/EBE Participation Review Memo
<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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<tr>
<td>Project Initiation</td>
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<td>$1,500.00</td>
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<td>Network Referencing</td>
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<td><strong>FIELD SURVEYS - REQUIRED FOR EVERY STREET BLOCK</strong></td>
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<td>RST Surface Condition Survey</td>
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<td>MI</td>
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<td>Data Processing-RST Surface Condition</td>
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<td>$3,800.00</td>
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<td>Data Processing-Deflection Testing</td>
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<td>Pavement Management Software</td>
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<td>$3,800.00</td>
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<td>Engineering Interpretation, Analysis, Special Reports Including Five Year Street Improvements Plan</td>
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<td>HR</td>
<td>$125.00</td>
<td>$5,000.00</td>
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<td><strong>FINAL REPORT WITH COST ESTIMATE</strong></td>
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<td>Final Report with Alternates Improvement Options</td>
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<td>Cost Estimates for Various Options</td>
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<td>GIS Roadway Network Shape File</td>
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<td>MI</td>
<td>$20.00</td>
<td>$3,800.00</td>
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<td><strong>PROJECT MANAGEMENT &amp; COORDINATION MEETINGS</strong></td>
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<tr>
<td>Any Additional Items as identified by the Consultant</td>
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<td>RST Local Mobilization, Setup &amp; Calibration</td>
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<td>Deflection Testing Safety Vehicle - All Streets Option</td>
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<td>Pavement Width Measurements</td>
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<td><strong>Subtotal for Street Condition Survey</strong></td>
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<td></td>
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<td>$139,730.00</td>
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<tr>
<td>ROW Asset Data - Sign Inventory</td>
<td>190</td>
<td>MI</td>
<td>$110.00</td>
<td>$20,900.00</td>
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<tr>
<td>Digital Images for Sign Inventory - Optional</td>
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<td>MI</td>
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<td>Digital Images @ 10' Interval (JPEG)</td>
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<td>DTS VUEWorks Data Configuration and Load for Sign Inventory</td>
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<td><strong>Subtotal for Sign Inventory</strong></td>
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<td>$36,390.00</td>
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<td>ROW Asset Data - Striping/Pavement Markings Inventory Includes on-street parking markings</td>
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<td>$6,750.00</td>
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<tr>
<td><strong>Subtotal for Pavement Markings</strong></td>
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<td></td>
<td></td>
<td>$21,950.00</td>
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<td>ROW Asset Data - Bike Rake Location Inventory</td>
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<td>$10.00</td>
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<td>DTS VUEWorks Data Configuration and Load for Bike Rakes</td>
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<td>$6,750.00</td>
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<tr>
<td><strong>Subtotal for Bike Rack Inventory</strong></td>
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<td>$8,650.00</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td>$206,720.00</td>
</tr>
</tbody>
</table>
Memorandum

To: David Stoneback, Public Works Agency Director  
    Lara Biggs, P.E., Bureau Chief – Capital Planning / City Engineer  
    Sat Nagar, P.E., Senior Project Manager

From: Tammi Nunez, Purchasing Manager

Subject: Comprehensive Pavement Condition Evaluation and Right-of-Way Asset Management, RFP 18-01

Date: April 9, 2018

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.

With regard to Comprehensive Pavement Condition Evaluation and Right-of-Way Asset Management, RFP 18-01, the base bid amount of $206,720.00, the primary contractor Infrastructure Management Services LLC, has subcontracted the following:

<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>EBE</th>
<th>WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barricade Lites Inc.</td>
<td>Marking</td>
<td>$10,336.00</td>
<td>5%</td>
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</tr>
<tr>
<td>1490 Jeffrey Drive Addison, IL 60101</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Total M/W/EBE</strong></td>
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<td><strong>$10,336.00</strong></td>
<td>5%</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Infrastructure Management Services LLC has requested a waiver for the remaining 20% M/WEBE participation goal. The Contractor states resources are not available through local certified M/W/EBE engineering firms, they propose to perform the majority of this project with their own equipment and in house staff. Infrastructure Management Services LLC will receive credit for 5% M/W/EBE participation.

Cc: Ashley King, Interim Chief Financial Officer / City Treasurer
Memorandum

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

From: David Stoneback, Director, Public Works Agency
      Edgar Cano, Public Services Bureau Chief

Subject: Contract Extension for 2018 Crack Sealing Program

Date: March 20, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a one year contract extension for crack sealing services with Patriot Pavement Maintenance (825 Segers Rd., Des Plaines, IL 60016), in the amount of $80,000. This contract award is part of a bid let by the Municipal Partnering Initiative.

Funding Source:
Funding for this work will from the Street Maintenance Fund (Account 100.40.4510.62509), with a budget of $80,000. The account has a remaining balance of $80,000.

Livability benefits:
Built environment: Enhance Public Spaces
Climate & Energy: Reduce Material Waste

Summary:
Nine years ago, the Public Works Agency implemented a crack sealing program designed to extend the life of recently resurfaced streets in Evanston. Crack sealing is performed three to five years after the street is resurfaced. Cracks develop on the street surface due to the weather conditions and the composite material pavement section. The cracks need to be sealed as they develop to prevent moisture and road salt from seeping into the base, which can lead to potholes and more serious road failures. The streets to be sealed each year are selected based on available funding, previous resurfacing year, and road condition surveys conducted in the field by Public Works Agency staff.

As was successfully completed in past years, the City has partnered with other north shore and northwest suburban communities under the Municipal Partnership Initiative. As a result of the partnership, a bid was let on February 2, 2016 and Patriot Pavement
Maintenance Inc. was found to be the lowest responsible bidder. See the enclosed bid summary sheet. 2018 pricing is highlighted yellow and is only an increase of $0.02 from the previous years.

**Bid Summary:**

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>Bid Bond</th>
<th>Adden. #1</th>
<th>Crack Sealant 1 year</th>
<th>Crack Sealant 2 year</th>
<th>Crack Sealant 3 year (2018)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Behm Pavement Crystal Lake, IL</td>
<td>Yes</td>
<td>Yes</td>
<td>$1.269</td>
<td>$1.269</td>
<td>$1.269</td>
</tr>
<tr>
<td>Denler Inc. Mokena, IL</td>
<td>Yes</td>
<td>Yes</td>
<td>$1.245</td>
<td>$1.29</td>
<td>$1.325</td>
</tr>
<tr>
<td>Patriot Pavement Des Plaines, IL</td>
<td>Yes</td>
<td>Yes</td>
<td>$1.17</td>
<td>$1.17</td>
<td>$1.19</td>
</tr>
<tr>
<td>SKC Construction West Dundee, IL</td>
<td>Yes</td>
<td>Yes</td>
<td>$1.31</td>
<td>$1.35</td>
<td>$1.39</td>
</tr>
</tbody>
</table>

Staff recommends extending the crack sealing contract with Patriot Pavement Maintenance at a price of $1.19 per pound.

Evaluation of streets has been completed and enclosed is the preliminary list of streets to be crack sealed as a part of the 2018 program. Additional streets may be added as funding allows.

**Priority locations for crack sealing this year include:**

<table>
<thead>
<tr>
<th>Street</th>
<th>From:</th>
<th>To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central</td>
<td>Central Park</td>
<td>Cowper</td>
</tr>
<tr>
<td>Central</td>
<td>Sheridan</td>
<td>Sherman</td>
</tr>
<tr>
<td>Church</td>
<td>Hartrey</td>
<td>McDaniel</td>
</tr>
<tr>
<td>Oakton</td>
<td>Dodge</td>
<td>Asbury</td>
</tr>
<tr>
<td>Dodge</td>
<td>Emerson</td>
<td>Church</td>
</tr>
<tr>
<td>Dodge</td>
<td>Main</td>
<td>Oakton</td>
</tr>
<tr>
<td>Forest</td>
<td>Main</td>
<td>Burnham</td>
</tr>
</tbody>
</table>

**Secondary locations for crack sealing this year include:**

<table>
<thead>
<tr>
<th>Street</th>
<th>From:</th>
<th>To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ashland</td>
<td>Main</td>
<td>Lee</td>
</tr>
<tr>
<td>Colfax</td>
<td>Poplar</td>
<td>Jackson</td>
</tr>
<tr>
<td>Jackson</td>
<td>Colfax</td>
<td>Lincoln</td>
</tr>
<tr>
<td>Milburn</td>
<td>Ridge</td>
<td>Orrington</td>
</tr>
<tr>
<td>Grey</td>
<td>Emerson</td>
<td>Church</td>
</tr>
<tr>
<td>South Blvd</td>
<td>Florence</td>
<td>Wesley</td>
</tr>
<tr>
<td>Hinman</td>
<td>Main</td>
<td>Lee</td>
</tr>
<tr>
<td>Ashland</td>
<td>Mulford</td>
<td>North of Kirk</td>
</tr>
<tr>
<td>Marcy</td>
<td>Colfax</td>
<td>Grant</td>
</tr>
<tr>
<td>Lee</td>
<td>Pitner</td>
<td>McDaniel</td>
</tr>
<tr>
<td>Forestview</td>
<td>Simpson</td>
<td>Grant</td>
</tr>
</tbody>
</table>
Legislative History:
This contract was approved by the City Council on April 25, 2016 and was extended for one year on April 17, 2017.
Memorandum

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

From: David Stoneback, Director, Public Works Agency
    Edgar Cano, Public Services Bureau Chief

Subject: Contract Extension for 2018 Pavement Marking Program

Date: March 20, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a one-year contract extension for pavement markings with Precision Pavement Markings, Inc. (P.O. Box 705 Elgin IL 60123) in the amount of $92,600. This contract is part of a bid let by the Municipal Partnering Initiative (MPI).

Funding Source:
Funding for this work will be from the 2018 Capital Improvement & Parking System Funds as shown 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>Capital Improvement</td>
<td>415.40.4118.65515-41709</td>
<td>$175,000</td>
<td>$90,000</td>
<td>$85,000</td>
</tr>
<tr>
<td>Parking System</td>
<td>505.19.7005.65515</td>
<td>$2,450,000</td>
<td>$2,600</td>
<td>$2,128,321</td>
</tr>
</tbody>
</table>

Livability Benefits:
Built environment: Enhance Public Spaces, Promote Diverse Transportation Modes

Summary:
Historically, Pavement Marking is one service that has been collectively shared by communities in the North and Northwest Suburban region for many years. The Northwest Municipal Conference (NWMC) was the original organizer of the collective contract which has now passed through to the Municipal Partnering Initiative (MPI).

The City of Evanston has participated in this program for the past several years and we have found it to be to our economic advantage. Below is a table of costs per unit of measure for last year. Precision Pavement Markings has committed to holding the
2016/2017 prices for the 2018 season. Please note that the 2016/2017 prices were 18% lower than the 2015 prices.

Bid Summary from 2016 (Precision's Prices remain the same for 2018):

<table>
<thead>
<tr>
<th>Contractors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
</tr>
<tr>
<td>-------------</td>
</tr>
<tr>
<td>Thermoplastic 4” line</td>
</tr>
<tr>
<td>Thermoplastic 6” line</td>
</tr>
<tr>
<td>Thermoplastic Letters/symbols</td>
</tr>
<tr>
<td>Pavement Marking Removal</td>
</tr>
<tr>
<td>Grooving - recessed markings</td>
</tr>
</tbody>
</table>

This is a Quantity Based contract. Payment to the contractor is based on the measurement of the work completed using the table above to calculate the costs. The pavement marking contract will not exceed the budgeted amount of $92,600.

Program Analysis:
In order to create a more efficient accountable system, City staff has been collecting data regarding the quantity and locations of pavement markings throughout the City. While the data collection is not entirely complete, it has provided enough information for staff to organize and schedule pavement markings on a geographic sectioning of the City. Organizing the Pavement Marking Program by sections will allow staff to field evaluate and inspect the markings thoroughly. Budgeted resources can then be focused in a specific area raising and maintaining the level of service City wide.

Thermoplastic is the material used for the majority of pavement markings in the City. Thermoplastic has, in most cases, a four to five year life expectancy before it needs to be refreshed. Based on this staff divided the City into five geographic sections with a revolving five year schedule.

City staff will maintain flexibility to handle any “hot spots” that develop outside the program schedule.

Legislative History:
City Council approved participation in a collective bid for the 2016 pavement marking program and a one year contract extension was approved by City Council on April 17, 2017.

Attachments:
Precision Pavement Marking, Inc. letter extending pricing
Pavement Marking Schedule Map
October 30, 2017

RE: 2018 Pavement Marking Program Contract Extension

To Whom It May Concern:

Precision Pavement Markings Inc. agrees to extend its Village of Morton Grove 2016 Pavement Marking Program Joint Bid (issued 03-21-2016 and extended through 12-31-2017) pricing to the Village of Morton Grove, City of Evanston, Village of Glenview and Village of Niles through December 31, 2018. All other Village of Morton Grove 2016 Pavement Marking Program Joint Bid terms and conditions remain the same.

If you have any questions, please feel free to contact us.

Thank you,

Billy J. Salazar
Vice President
Pavement Marking Schedule

Scheduled Year
- 2016
- 2017
- 2018
- 2019
- 2020

Main Road
- Local Street
- Railroad
- Water
- City Boundary

This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapsclaimers.html for more information.
Memorandum

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

From: David Stoneback, Public Works Agency Director
       Edgar Cano, Public Service Bureau Chief
       Stephen Walker, Greenways Supervisor

Subject: Single Source Purchase of Riding Mower

Date: March 28, 2018

Recommended Action:
Staff recommends the City Council authorize the City Manager to execute a purchase order for a Toro Groundsmaster Riding Mower, model GM3280-D, from Reinders, Inc., (3816 Carnation Street, Franklin Park, IL 60131), in the amount of $21,997.70.

Funding Source:
Funding for this purchase is from the General Fund. The specific account 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>Purchase Amount</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>100.40.4330.65550</td>
<td>$26,000</td>
<td>$21,997.70</td>
<td>$26,000</td>
</tr>
</tbody>
</table>

Livability Benefits:
Built Environment: Enhance Public Spaces
Equity & Empowerment: Ensure Equitable Access to Community Assets

Summary:
The Greenways Division currently operates two large (16’ cutting width – Toro model # 5900) and three medium sized (6’ cutting width – Toro model # 3280-D) riding lawn mowers. The oldest of these mowers has been in use since 2009, and it is becoming increasingly difficult to keep operational. All of these mowers are used five to six days a week from mid-April through early December to cut grass and mulch leaves. We employ them in nearly all of the larger and medium sized parks with open space. All of these mowers are also converted for snow removal operations during the winter months as
well. The normal useful life of these mowers, with the heavy usage by our staff, is six years, so this unit is actually overdue to be replaced.

While there are other companies that manufacture these types of mowers, staff has found from experience that Toro’s are the most durable and efficient, and can withstand the heavy usage necessary to maintain the turf in our parks. We have used Toro mowers exclusively for over 19 years, despite evaluating other manufacturer's models as “demonstrators” on a temporary basis many times during the last several years. Toro mowers are also extremely easy for staff to maintain since we have been using these units for so long, the employees know how to make repairs quickly and efficiently.

The National Intergovernmental Purchasing Alliance (NIPA) publicly bid vehicles and equipment. In 2017 NIPA awarded a five year contract (2017025) for various models of large Toro lawn mowers to Reinders of Sussex, WI through their distribution center in Franklin Park, IL. Reinders is the only distributor of these Toro mowers in Northern Illinois, and only one of two in the entire state.

Staff met with a representative from Reinders to inspect the old unit to be replaced, and they have offered a trade-in value of $2,576.87 off the purchase of the new GM3280-D model. Staff believes that the amount offered for the trade-in is reasonable based on the age of the unit and the usage hours logged. The total purchase price for the new mower which includes the additional options listed on the attached quotation, as well as the trade-in of the existing 3280-D unit is $21,997.70.

Attachments:
Reinders Quote
Acct #: 359998
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: Stephen Walker

Whitey Anderson, SCPS
Territory Manager
911 Tower Road
Mundelein, IL 60060
Call (630) 251-4832
Fax (847) 678-5511
wanderson@reinders.com

<table>
<thead>
<tr>
<th>Quote ID</th>
<th>Quotes Good for 30 Days</th>
<th>Quote Date</th>
<th>Tax Not Included In Quote</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1/26/18</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Qty</th>
<th>Model #</th>
<th>Description</th>
<th>NIPA Contract #:2017025</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>30245</td>
<td>GM 3280-D 4WD</td>
<td>$17,891.38</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>31335</td>
<td>72&quot; Guardian Recycler deck with 4 castor wheels</td>
<td>$5,097.85</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>22-5790-01</td>
<td>Rear Weight 35 lb.</td>
<td>$330.48</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>325-8</td>
<td>Screw</td>
<td>$10.12</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>3253-7</td>
<td>Washer Lock</td>
<td>$1.92</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>30313</td>
<td>Air Ride Seat Suspension</td>
<td>$562.26</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>30398</td>
<td>Milsco Seat</td>
<td>$366.76</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>30707</td>
<td>Armrests</td>
<td>$147.80</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>109-9687</td>
<td>Armrest Adaptor Kit</td>
<td>$41.65</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>30362</td>
<td>12V Power Port/Electrical Accessory Kit</td>
<td>$124.34</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Trade-in</td>
<td>2009 Toro GM 328-D 4WD with 72 Inch Recycler Deck</td>
<td>($2,576.87)</td>
<td></td>
</tr>
</tbody>
</table>

| Total | $21,997.70 |
| Sales Tax | $0 |
| Total | $21,997.70 |
Proposal Summary and Agreement

I am pleased to submit the attached proposal for your consideration.

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the seller. All proposals and agreements are contingent on availability of product from the manufacturer. Typographical errors are subject to correction.

All prices quoted include delivery to your facility unless otherwise stated. The preceding pricing is valid for 30 days unless otherwise stated. Prices include assembly where applicable and accessibility to parts and service manuals. Timing at delivery may vary and is subject to manufacturer’s availability. Purchaser is responsible for applicable taxes. All financed items will require lease documentation be returned to the finance company and approved for shipment by the lessor before delivery can be completed.

ORDER ACCEPTANCE AGREEMENT

By signing below, I am authorizing Reinders, Inc. to proceed with fulfilling the product order based on the quote I.D. # noted and that I have reviewed the quote in its entirety. Unless otherwise indicated I agree to accept delivery on the earliest date that this product can be shipped to our location(s). Any and all trades associated with this order will be ready for pick up at time of delivery of this order. A 2.5% service fee will apply for all credit card transactions.

Quote I.D. # ____________________________ Accepted Equipment Delivery Date __________________________

Authorized Signature: ____________________________

Print Name: ____________________________

Date: ____________________________

Whitey Anderson, SCP5
Territory Manager
Reinders, Inc.
Memorandum

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

From: Kimberly Richardson, Interim Director of Administrative Services
   Sean Ciolek, Division Manager of Facilities and Fleet
   Dave Waite, Fleet Supervisor

Subject: Police Vehicle Purchase (Patrol Unit #41)

Date: April 9, 2018

Recommended Action:
Staff recommends City Council approval of the purchase a Ford SUV outfitted with lights, sirens and other necessary equipment for operations. This is a replacement vehicle for Evanston Police Department Patrol Unit #41, 2017 Ford SUV as it was in an accident and the insurance adjuster deemed the vehicle as totaled. The replacement vehicle will be purchased from Currie Motors (9423 W. Lincoln Highway, Frankfort, IL 60423) in the amount of $28,486.00 and outfitted by Havey Communications, Inc. (28835 Herky Drive, Suite #117, Lake Bluff, IL 60044) in the amount of $5,010.70 through a Northwest Municipal Conference Suburban Purchasing Cooperative Competitive contract.

Funding Source:
Funding for the vehicles will be from the Insurance Fund (Account 605.99.7801.65550) in the total amount of $33,496.70.

Livability Benefit:
Support Strong and Safe Communities: Improve emergency prevention and response

Summary:
The vehicle supports daily operations for the Evanston Police Department. The replacement of this vehicle is crucial for safe, reliable, environmentally friendly, and cost effective operations. This vehicle, the Ford Explorer, is a six (6) cylinder unit with Ti-VCT FFV technology which will provide increased miles per gallon driven and reduced emissions as a result of the latest vehicle emission technology available in the market place at this point in time. The unit will be fueled with 87 octane fuel. The existing vehicle being replaced has been deemed as totaled by the insurance adjuster and will be disposed of.
The Northwest Municipal Conference Suburban Purchasing Cooperative Competitive Bid (SPC) winner, Currie Motors, will be utilized for the purchase of this unit. Currie Motors has been a responsive and responsible bid winner of the NWMC for many years and as such, have provided efficient turn-around to our ordering and timely delivery needs.

There are no Evanston based businesses that can provide this type of vehicle with this types of unit pricing.

Attachments:
Specifications & pricing for the vehicle replacement
NAME / ADDRESS
City of Evanston
2020 Asbury Avenue
Evanston, IL. 60201

DATE       QUOTE NUM...
2/20/2018   5236

<table>
<thead>
<tr>
<th>ITEM/SERVICE</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>Car #41 - 2017 Ford Interceptor Utility</td>
<td>1</td>
<td>450.00</td>
<td>450.00</td>
</tr>
<tr>
<td>NTSI</td>
<td>Pro-Gard #PB47UINT16HD Push Bumper Kit. (**includes in bound truck freight)</td>
<td>1</td>
<td>329.00</td>
<td>329.00</td>
</tr>
<tr>
<td>NTSI</td>
<td>Feniex (4) Head Dual Color LED Warning Light Strip w/Flood Feature. (front bumper)</td>
<td>1</td>
<td>439.00</td>
<td>439.00</td>
</tr>
<tr>
<td>NTSI</td>
<td>Federal Signal Siren Speaker with Mounting Bracket.</td>
<td>1</td>
<td>189.00</td>
<td>189.00</td>
</tr>
<tr>
<td>NTSI</td>
<td>Federal Signal Solid State Headlight Flasher Module.</td>
<td>1</td>
<td>69.00</td>
<td>69.00</td>
</tr>
<tr>
<td>NTSI</td>
<td>HD Master Circuit Breaker at Battery.</td>
<td>1</td>
<td>34.00</td>
<td>34.00</td>
</tr>
<tr>
<td>NTSI</td>
<td>OEM Shock Tower Mounting Bracket for Master Breaker.</td>
<td>1</td>
<td>28.00</td>
<td>28.00</td>
</tr>
<tr>
<td>NTSI</td>
<td>Code 3 #MR6 Front Corner High Intensity LED Warning Lights.</td>
<td>2</td>
<td>79.00</td>
<td>158.00</td>
</tr>
<tr>
<td>NTSI</td>
<td>Code 3 #HDLGTBKT-PIU Headlight Corner Light Bracket Kit.</td>
<td>1</td>
<td>29.70</td>
<td>29.70</td>
</tr>
<tr>
<td>Misc.</td>
<td>Hardware Charge, includes all wire, connectors, terminals, wiring loom, screws, brackets, wire ties, shop supplies and hardware needed for installation.</td>
<td>1</td>
<td>85.00</td>
<td>85.00</td>
</tr>
<tr>
<td>Labor</td>
<td>Labor Charge/Set-up &amp; Install all Equipment in New Ford Utility SUV Including Axion In Car Video System.</td>
<td>1</td>
<td>3,200.00</td>
<td>3,200.00</td>
</tr>
</tbody>
</table>

TOTAL

<table>
<thead>
<tr>
<th>Phone #</th>
<th>Fax #</th>
<th>E-mail</th>
<th>Web Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>847-816-3737</td>
<td>847-367-0000</td>
<td><a href="mailto:mhavey@msn.com">mhavey@msn.com</a></td>
<td><a href="http://www.haveycommunications.com">www.haveycommunications.com</a></td>
</tr>
</tbody>
</table>
# QUOTE

## NAME / ADDRESS

<table>
<thead>
<tr>
<th>City of Evanston</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Asbury Avenue</td>
</tr>
<tr>
<td>Evanston, IL. 60201</td>
</tr>
</tbody>
</table>

## PROJECT

## QUOTE NUM:

<table>
<thead>
<tr>
<th>DATE</th>
<th>QUOTE NUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/20/2018</td>
<td>5236</td>
</tr>
</tbody>
</table>

## ITEM/SERVICE

<table>
<thead>
<tr>
<th>ITEM/SERVICE</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>***vehicle was involved in hard front end collision - quote assumes all equipment is in working condition.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## TOTAL

<table>
<thead>
<tr>
<th>TOTAL</th>
<th>$5,010.70</th>
</tr>
</thead>
</table>

## Contact Information

<table>
<thead>
<tr>
<th>Phone #</th>
<th>Fax #</th>
<th>E-mail</th>
<th>Web Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>847-816-3737</td>
<td>847-367-0000</td>
<td><a href="mailto:mhavey@msn.com">mhavey@msn.com</a></td>
<td><a href="http://www.haveycommunications.com">www.haveycommunications.com</a></td>
</tr>
</tbody>
</table>
Customer Proposal

Prepared for: CITY OF EVANSTON

Prepared by: THOMAS SULLIVAN
Office: 708-479-1100

Date: 03/01/2018
Vehicle: 2018 Police Interceptor Utility Base AWD
Quote ID: epdpatrol
CITY OF EVANSTON  

Re: Vehicle Proposal  

To Whom It May Concern,  

The following proposal is for Evanston Unit 41. Pricing is based upon the Contract pricing thru the NWMC  

Sincerely,  

THOMAS SULLIVAN
**Major Equipment**

(Based on selected options, shown at right)

- 3.7L V-6 DOHC w/SMPI 304hp
- 6 speed automatic w/OD
- 4-wheel ABS
- Traction control
- Advance Trac w/Roll Stability Control
- Tinted glass
- Bluetooth wireless streaming
- Rear child safety locks
- Variable intermittent speed-sensitive wipers
- Dual front airbags
- Airbag occupancy sensor
- Tachometer
- Underseat ducts
- 60-40 folding rear split-bench
- Axle to end of frame: 46.5"

**Exterior:** Oxford White

**Interior:** Charcoal Black

- Brake assistance
- P 245/55R18 BSW AS W-rated tires
- AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder, auxiliary audio input, external memory control

**Selected Options**

**STANDARD VEHICLE PRICE**

<table>
<thead>
<tr>
<th>Order Code</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>500A</td>
<td>$32,320.00</td>
</tr>
</tbody>
</table>

**113" Wheelbase**

**Monotone Paint Application**

**Oxford White**

**Charcoal Black**

Dark Car Feature

**Dual (Driver & Passenger) LED Spot Lamps (Unity)**

**SYNC Basic (Voice-Activated Communications System)**

**Hidden Door-Lock Plunger/Rr-Door Handles Inoperable**

**Heated Sideview Mirrors**

**Keyed Alike - 0576x**

**Badge Delete**

**Front Headlamp/Police Interceptor Housing Only**

**Tail Lamp/Police Interceptor Housing Only**

**Reverse Sensing**

**Engine: 3.7L V6 Ti-VCT FFV**

**Transmission: 6-Speed Automatic**

**Fuel Economy**

<table>
<thead>
<tr>
<th>City</th>
<th>Hwy</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 mpg</td>
<td>21 mpg</td>
</tr>
</tbody>
</table>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.
<table>
<thead>
<tr>
<th>Feature</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.65 Axle Ratio</td>
<td></td>
</tr>
<tr>
<td>GVWR: 6,300 lbs</td>
<td></td>
</tr>
<tr>
<td>Tires: P245/55R18 AS BSW</td>
<td></td>
</tr>
<tr>
<td>Wheels: 18” x 8” 5-Spoke Painted Black Steel</td>
<td></td>
</tr>
<tr>
<td>Unique HD Cloth Front Bucket Seats w/Vinyl Rear</td>
<td></td>
</tr>
<tr>
<td>Radio: MyFord AM/FM/CD/MP3 Capable</td>
<td></td>
</tr>
<tr>
<td>Electrochromic Rear View Mirror</td>
<td></td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SUBTOTAL</td>
<td>$34,035.00</td>
</tr>
<tr>
<td>Destination Charge</td>
<td>$945.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$34,980.00</td>
</tr>
</tbody>
</table>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.

Prepared for: CITY OF EVANSTON
By: THOMAS SULLIVAN   Date: 03/01/2018
## Selected Options

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Base Vehicle</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K8A</td>
<td>Base Vehicle Price (K8A)</td>
<td>$32,320.00</td>
</tr>
<tr>
<td><strong>Packages</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>500A</td>
<td>Order Code 500A</td>
<td>N/C</td>
</tr>
</tbody>
</table>

Includes:
- Engine: 3.7L V6 Ti-VCT FFV
- Transmission: 6-Speed Automatic
- 3.65 Axle Ratio
- GVWR: 6,300 lbs
- Tires: P245/55R18 AS BSW
- Wheels: 18" x 8" 5-Spoke Painted Black Steel

Includes center caps and full size spare.
- Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Includes driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both front seatbacks.
- Radio: MyFord AM/FM/CD/MP3 Capable

Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.

## Powertrain

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>99R</td>
<td>Engine: 3.7L V6 Ti-VCT FFV</td>
<td>Included</td>
</tr>
<tr>
<td>44C</td>
<td>Transmission: 6-Speed Automatic</td>
<td>Included</td>
</tr>
<tr>
<td>STDAX</td>
<td>3.65 Axle Ratio</td>
<td>Included</td>
</tr>
<tr>
<td>STDGV</td>
<td>GVWR: 6,300 lbs</td>
<td>Included</td>
</tr>
</tbody>
</table>

## Wheels & Tires

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>STDTR</td>
<td>Tires: P245/55R18 AS BSW</td>
<td>Included</td>
</tr>
<tr>
<td>STDWL</td>
<td>Wheels: 18&quot; x 8&quot; 5-Spoke Painted Black Steel</td>
<td>Included</td>
</tr>
</tbody>
</table>

Includes center caps and full size spare.

## Seats & Seat Trim

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Unique HD Cloth Front Bucket Seats w/Vinyl Rear</td>
<td>Included</td>
</tr>
</tbody>
</table>

Includes driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both front seatbacks.

## Other Options

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>included</th>
</tr>
</thead>
<tbody>
<tr>
<td>113WB</td>
<td>113&quot; Wheelbase</td>
<td>STD</td>
</tr>
<tr>
<td>PAINT</td>
<td>Monotone Paint Application</td>
<td>STD</td>
</tr>
<tr>
<td>STDRD</td>
<td>Radio: MyFord AM/FM/CD/MP3 Capable</td>
<td>Included</td>
</tr>
</tbody>
</table>

Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.
## Selected Options (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>86P</td>
<td>Front Headlamp/Police Interceptor Housing Only</td>
<td>$125.00</td>
</tr>
<tr>
<td></td>
<td>Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights).</td>
<td></td>
</tr>
<tr>
<td>86T</td>
<td>Tail Lamp/Police Interceptor Housing Only</td>
<td>$60.00</td>
</tr>
<tr>
<td></td>
<td>Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies).</td>
<td></td>
</tr>
<tr>
<td>43D</td>
<td>Dark Car Feature</td>
<td>$20.00</td>
</tr>
<tr>
<td></td>
<td>Courtesy lamps disabled when any door is opened.</td>
<td></td>
</tr>
<tr>
<td>60A</td>
<td>Grille LED Lights, Siren &amp; Speaker Pre-Wiring</td>
<td>$50.00</td>
</tr>
<tr>
<td>51S</td>
<td>Dual (Driver &amp; Passenger) LED Spot Lamps (Unity)</td>
<td>$620.00</td>
</tr>
<tr>
<td>87R</td>
<td>Rear View Camera</td>
<td>N/C</td>
</tr>
<tr>
<td></td>
<td>Note: This option would replace the camera that comes standard in the 4&quot; center stack area. Camera can only be displayed in the 4&quot; center stack (standard) OR the rear view mirror (87R). Includes:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Electrochromic Rear View Mirror</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Video is displayed in rear view mirror.</td>
<td></td>
</tr>
<tr>
<td>53M</td>
<td>SYNC Basic (Voice-Activated Communications System)</td>
<td>$295.00</td>
</tr>
<tr>
<td></td>
<td>Includes single USB port and single auxiliary audio input jack.</td>
<td></td>
</tr>
<tr>
<td>52P</td>
<td>Hidden Door-Lock Plunger/Rr-Door Handles Inoperable</td>
<td>$160.00</td>
</tr>
<tr>
<td>59F</td>
<td>Keyed Alike - 0576x</td>
<td>$50.00</td>
</tr>
<tr>
<td>549</td>
<td>Heated Sideview Mirrors</td>
<td>$60.00</td>
</tr>
<tr>
<td>76R</td>
<td>Reverse Sensing</td>
<td>$275.00</td>
</tr>
<tr>
<td>16D</td>
<td>Badge Delete</td>
<td>N/C</td>
</tr>
<tr>
<td></td>
<td>Deletes the Police Interceptor badging on rear liftgate and the Interceptor badging on front hood (EcoBoost).</td>
<td></td>
</tr>
</tbody>
</table>

### Interior Colors

- 9W_01 Charcoal Black N/C

### Primary Colors

- YZ_02 Oxford White N/C

### Upfit Options

- D-001 Delivery $150.00
- P-01 Municipal Plates/Title-Shipped $203.00
### Selected Options (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUBTOTAL</td>
<td></td>
<td>$34,388.00</td>
</tr>
<tr>
<td>Destination Charge</td>
<td></td>
<td>$945.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$35,333.00</td>
</tr>
</tbody>
</table>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: CITY OF EVANSTON
By: THOMAS SULLIVAN  Date: 03/01/2018

271 of 485
Warranty - Standard Equipment & Specs

<table>
<thead>
<tr>
<th>Warranty</th>
<th>Distance</th>
<th>Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic</td>
<td>36000 miles</td>
<td>36 months</td>
</tr>
<tr>
<td>Powertrain</td>
<td>100000 miles</td>
<td>60 months</td>
</tr>
<tr>
<td>Corrosion Perforation</td>
<td>Unlimited</td>
<td>60 months</td>
</tr>
<tr>
<td>Roadside Assistance</td>
<td>60000 miles</td>
<td>60 months</td>
</tr>
</tbody>
</table>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.

Prepared for: CITY OF EVANSTON
By: THOMAS SULLIVAN    Date: 03/01/2018
## Pricing - Single Vehicle

### Vehicle Pricing

<table>
<thead>
<tr>
<th>Component</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Vehicle Price</td>
<td>$32,320.00</td>
</tr>
<tr>
<td>Options &amp; Colors</td>
<td>$1,715.00</td>
</tr>
<tr>
<td>Upfitting</td>
<td>$353.00</td>
</tr>
<tr>
<td>Destination Charge</td>
<td>$945.00</td>
</tr>
</tbody>
</table>

### Discount Adjustments

- **Discount**: -$6,847.00

### Total

- **Total**: $28,486.00

---

Customer Signature

Acceptance Date
Memorandum

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

From: Kimberly Richardson, Interim Director of Administrative Services
Sean Ciolek, Division Manager of Facilities and Fleet
Dave Waite, Fleet Supervisor

Subject: Fire Department Vehicle Purchase (Ambulance Unit #317)

Date: April 9, 2018

Recommended Action:
Staff recommends City Council approval for the purchase of a new Fire Department Ambulance, a Ford F-550 chassis with a Horton EMT conversion outfitted with lights, sirens and other necessary equipment for operations. The replacement vehicle will be purchased from Foster Coach Sales, Inc. (903 Prosperity Drive, Sterling, IL 61081) in the amount of $291,730.00 through the NWMC SPC contract #174.

Funding Source:
Funding for the vehicle will be from the Equipment Replacement Fund (Account 601.19.7780.65550) in the amount of $291,730.00, which has a budgeted amount of $1,522,977. This expenditure represents 19% of this budgeted amount.

Livability Benefit:
Support Strong and Safe Communities: Improve emergency prevention and response
Climate & Energy: Reduce greenhouse gas emissions

Summary:
The Evanston Fire Department #317 ambulance is a 2005 International 4300 SBA LP with EMT conversion, which is in poor condition and will be auctioned off as sale of surplus. The replacement of this vehicle is crucial for safe, reliable, environmentally friendly, and cost effective operations. The vehicle has an eight (8) cylinder 99T 6.7L 4 Valve OHV Power Stroke turbo diesel unit which is equipped with a Selective Catalytic Reduction (SCR) emissions system which minimizes heavy particulate manner and results in only nitrogen and water vapor exhaust minimizing carbon monoxide.

It is recommended to replace the current ambulance with the 2018 Ford F-550 with Horton EMT unit. This vehicle will continue to support daily operations for the Evanston Fire. The new unit will be fueled with 87-octane fuel and an eight (8) year extended warranty.
The Northwest Municipal Conference Suburban Purchasing Cooperative Competitive Bid (SPC) winner, Foster Coach Sales, Inc, will be utilized for the purchase of this unit. Foster Coach Sales has been a responsive and responsible bid winner of the N.W.M.C. in the past and have provided efficient turn-around to our ordering and timely delivery needs.

There are no Evanston based businesses that can provide this type of vehicle with this type of unit pricing.

Attachments
Specifications & pricing for the vehicle replacement
Dear Mr. Foster,

This letter is to inform you that the Governing Board of the Suburban Purchasing Cooperative has approved the award of the SPC 2018 Type I Additional Duty Ambulance Contract #174 to Foster Coach Sales Inc. for Horton Emergency Vehicles. The award is based on the SPC Fire Core Cost Containment Committee’s analysis of all proposals, with Foster Coach Sales Inc. submitting the responsive, responsible bid, and found to be in compliance with all bid specification requirements.

With acceptance of this contract, Foster Coach, Sterling, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded. The duration of the contract is January 1, 2018 through December 31, 2018. The SPC reserves the right to extend this contract for up to four (5) additional one-year terms upon mutual agreement of the both the vendor and the SPC on a negotiated basis.

Foster Coach Sales Inc., Sterling, IL will handle all billing. Each ambulance will be assessed an administrative fee of $750.00 per ambulance for members and $1,000.00 per ambulance for non-members, which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to a productive year working with Foster Coach Sales, Inc., Sterling. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan
Purchasing Director
Northwest Municipal Conference

---

DuPage Mayors & Managers Conference
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

Northwest Municipal Conference
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

South Suburban Mayors And Managers Association
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentis
Phone: (708) 206-1155
Fax: (708) 206-1133

Will County Governmental League
3180 Theodore Street, Suite 101
Joliet, IL 60435
Cherie Bemol
Phone: (815) 729-3335
Fax: (815) 729-3336

---

Ellen Dayan, NWMC 12.07/17

P.J. Foster, Foster Coach 12/7/17
# QUOTATION

**TO:** EVANSTON FIRE  
909 LAKE STREET  
EVANSTON, IL 60201

**DATE:** 03/14/18  
**REFERENCE:** NEW AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

<table>
<thead>
<tr>
<th>QTY.</th>
<th>DESCRIPTION</th>
<th>EACH</th>
<th>NET PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2018 FORD F550 4X4 CHASSIS ON A CUSTOM HORTON CONVERSION PER CUSTOMER SPECIFICATIONS SPC PRICING CONTRACT #174 WITH STRYKER POWER LOAD AND POWER COT OPTIONS PREPAYMENT DISCOUNT</td>
<td>$ 295,801.00</td>
<td>$ 295,801.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ -5,106.00</td>
<td>$ -5,106.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 1,035.00</td>
<td>$ 1,035.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 7,825.00</td>
<td>$ 7,825.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 500.00</td>
<td>$ 500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$ 300,055.00</strong></td>
</tr>
</tbody>
</table>

**ACCEPTED BY:**

**TITLE:**

**DATE:**

**PROPOSED BY:**

**ESTIMATED DELIVERY:** 7-9 MONTHS DEPENDING ON CHASSIS
Ford Protect
Extended Service Plans
Designed for Ambulances, Buses and Tow Trucks

Coverage available for Ford, GM and Ram Vehicles under 19,501 GVWR
Plans for 5, 6, 7 and 8 Years / 200,000 Miles / 8,000 Engine Hours

- **PremiumCARE** (Over 1,000 Key Components Covered)
- **ExtraCARE** (113 Key Components Covered)
- **Base Care** (84 Key Components Covered)
- **PowertrainCARE** (29 Key Components Covered)

See attachments for covered items
Backed by Ford Motor Company
Repairs may be done at any Ford Dealership in the U.S.A.

<table>
<thead>
<tr>
<th>Plan</th>
<th>Miles</th>
<th>Engine Hours</th>
<th>PremiumCARE</th>
<th>ExtraCARE</th>
<th>PowertrainCARE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gas</td>
<td>Diesel</td>
<td>Gas</td>
</tr>
<tr>
<td>5 Years</td>
<td>200,000</td>
<td>8,000</td>
<td>5,150</td>
<td>6,175</td>
<td>4,546</td>
</tr>
<tr>
<td>6 Years</td>
<td>200,000</td>
<td>8,000</td>
<td>5,475</td>
<td>6,575</td>
<td>4,745</td>
</tr>
<tr>
<td>7 Years</td>
<td>200,000</td>
<td>8,000</td>
<td>5,825</td>
<td>7,045</td>
<td>5,150</td>
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<tr>
<td>8 Years</td>
<td>200,000</td>
<td>8,000</td>
<td>6,425</td>
<td>7,825</td>
<td>5,445</td>
</tr>
</tbody>
</table>

Vehicle must have under 36,000 Miles on Odometer and less than 36 Months - Time In Service

Prices good until 9/30/2018

Matt Stowell, Business Manager
913-312-5302 direct
matts@olathefleet.com
Ford Protect PremiumCARE coverage is there when you need it with 24-hour Roadside Assistance.

- Ford-authorized parts used for covered repairs
- Factory-trained and certified technicians
- 100% Backed by Ford Motor Company
- 100% transferable, which may increase your vehicle's resale value (transfer fee applies)
- Coverage begins with the original in-service date (New Vehicle Limited Warranty start date) and zero miles or hours. Your selected coverage expires upon reaching the earliest of time, mileage or hours.

Ford Protect PremiumCARE coverage is an available benefit within your Drive On with Key Services.

- Key Services is an available benefit within your Drive On with Key Services.
- Includes tire change, lockout, out-of-fuel and battery jump-start assistance.
- Towing Assistance (up to $100 per occurrence)
- Emergency Travel Expense (up to $500 within the first 3 days per occurrence)
- Destination Assistance (up to $75)
- Battery jump-start assistance
- Emergency Travel Expense (up to $500 within the first 3 days per occurrence)

Ford Protect Key Services plan will replace or program your key(s) and/or fob(s) if they are... 
- Lost or stolen
- Damaged and will not work
- Malfunction

Ford Protect Key Services plan will replace or program your key(s) and/or fob(s) if they are...
- Lost or stolen
- Damaged and will not work
- Malfunction

Drive On with Key Services.

Key Services is an available benefit within your Ford Protect PremiumCARE coverage. The technology in today's keys/key fobs make it expensive to replace.

- Your Ford Protect Key Services plan will replace or reprogram your key(s) and/or fob(s) if they are...
- Lost or stolen
- Damaged and will not work
- Malfunction
- Locked in your vehicle

Not available in all states.

Drive On with Savings.

Ford Protect PremiumCARE coverage is an affordable way to limit your out-of-pocket expenses.

- Protects you from the rising cost of future repair bills
- Pay only your deductible, if any, per covered repair visit
- 100% transferable, which may increase your vehicle's resale value (transfer fee applies)
- Coverage begins with the original in-service date (New Vehicle Limited Warranty start date) and zero miles or hours. Your selected coverage expires upon reaching the earliest of time, mileage or hours.

For New Ford Protect Plans:

- Coverage begins with the original in-service date (New Vehicle Limited Warranty start date) and zero miles or hours. Your selected coverage expires upon reaching the earliest of time, mileage or hours.

Ford Protect Key Services plan will replace or program your key(s) and/or fob(s) if they are...
- Lost or stolen
- Damaged and will not work
- Malfunction
- Locked in your vehicle

Not available in all states.

FORD PROTECT®

Drive On with First-Class Service.

Ford Protect Key Services plan will replace or reprogram your key(s) and/or fob(s) if they are...
- Lost or stolen
- Damaged and will not work
- Malfunction
- Locked in your vehicle

Not available in all states.
Memorandum

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

From: Kimberly Richardson, Acting Director of Administrative Services
       Sean Ciolek, Division Manager of Facilities and Fleet
       David Waite, Fleet Supervisor

Subject: Three Replacement PWA Vehicle Purchases

Date: April 9, 2018

Recommended Action:
Staff recommends City Council approval for the purchase of three (3) replacement vehicles for operations and allocated to the Public Works Agency - Public Services Bureau. The replacement vehicles will be purchased from: Monroe Truck Equipment (1051 W. 7th Street, Monroe, WI 53566) in the amount of $104,880.00, National Fleet Auto Group (490 Auto Center Drive, Watsonville, CA 95076) in the amount of $171,726.00 and JX Peterbilt, (42400 Hwy 41, Wadsworth, IL 60083), in the amount of $137,131.00 through the National Joint Powers Alliance (NJPA) contract.

Funding Source:
Funding for the vehicles will be from the Equipment Replacement Fund (Account 601.19.7780.65550) in the amount of $413,737.00, which has a budgeted amount of $1,522,977. This expenditure represents 27% of this budgeted amount.

Livability Benefit:
Built Environment: Enhance public spaces
Climate & Energy: Reduce greenhouse gas emissions

Summary:
The vehicles for replacement support daily operations of the Public Works Agency in the Public Service Bureau. The replacement of these vehicles is crucial for safe, reliable, environmentally friendly, and cost effective operations. Considerable cost savings have been realized with Vehicle #720 as an existing refuse body which is relatively new, in safe working condition and with little ware is being re-utilized with this new chassis. The Peterbils (#613 and #736) are equipped with PACCAR engines which deliver superior performance, reduce maintenance and offer excellent fuel economy. The Crane Carrier (#720) is equipped with a Cummins-ISL9-345 engine which offers exceptional performance, fuel economy and a long engine life. All units will be fueled with Diesel
fuel. Existing vehicles being replaced will be auctioned off as sale of surplus or re-assigned as needed.

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Current Vehicle Year &amp; Model</th>
<th>Current Vehicle Condition</th>
<th>Replacement Vehicle Year &amp; Model</th>
<th>Purchase Price</th>
<th>Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>613</td>
<td>1998 IH Model 4900</td>
<td>Out of Service</td>
<td>2018 Peterbilt Model 382 w/ Radius Dump Spreader (RDS)</td>
<td>$104,880</td>
<td>Monroe Truck Equipment via NJPA contract 080114-MTE</td>
</tr>
<tr>
<td>736</td>
<td>2003/ IH Model 4300</td>
<td>Very Poor</td>
<td>2018 Peterbilt Model 337 w/ Loadmaster Legacy 11-Yard Refuse Body</td>
<td>#137, 131</td>
<td>JX Peterbilt via NJPA Contract: 081716-PMC</td>
</tr>
</tbody>
</table>

Each vendor (Monroe Truck Equipment, National Auto Fleet Group and JX Peterbilt) are the National Joint Powers Alliance Contract (NJPA) winners for these types of vehicles and will be utilized for the purchase of these three (3) units. All have been responsive and responsible bid winner of the NJPA in the past and as such, have provided efficient turn-around to our ordering and timely delivery needs.

There are no Evanston Based Businesses that can provide these types of vehicles.

**Attachments**
Quotes and specifications for three (3) replacement vehicle purchases
Customer: EVANSTON, CITY OF, (2726750)  
2020 ASBURY  
EVANSTON, IL 60201

Contact: DAVID WAITE  
Phone: 847-328-2100  
Fax: 847-448-8128

Dealer Code: ____________________________  
P.O. Number: ____________________________

REASSIGN (Required for pool units):  
☐ Fleet  ☐ Retail

MSO/MCO (ONLY check if legally required):  
☐ MSO  ☐ MCO

Accepted by: ____________________________  Date: ____________________________

Customer must fill out the information above before the order can be processed.

Chassis Information

<table>
<thead>
<tr>
<th>Year: 2016</th>
<th>Make: PETERBILT</th>
<th>Model: 382</th>
<th>Chassis Color:</th>
<th>Cab Type:</th>
</tr>
</thead>
</table>

Comments:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>14' RDS BODY, 10.4 YD CAP, DUAL DRIVE MOTORS, 25 TON HOIST, LESS HYD, REAR DSCHR</td>
<td></td>
</tr>
<tr>
<td>3/16&quot; STEEL BODY</td>
<td></td>
</tr>
<tr>
<td>1/4&quot; REPLACEABLE FLOOR WITH 3/16&quot; REMOVABLE CHAIN SHIELDS</td>
<td></td>
</tr>
<tr>
<td>FORMED AND BOXED TOPRAIL</td>
<td></td>
</tr>
<tr>
<td>1/4&quot; A569 12&quot; DEEP LONGSILLS WITH FORMED CROSSMEMBERS</td>
<td></td>
</tr>
<tr>
<td>34&quot; WIDE CONVEYER WITH (2) 6:1 SPUR GEARBOXES</td>
<td></td>
</tr>
<tr>
<td>PINTLE CHAIN BAR EVERY LINK CONVEYOR SYSTEM</td>
<td></td>
</tr>
<tr>
<td>8 TOOTH SPROCKETS KEYED TO 2&quot; DRIVE AND IDLER SHAFTS</td>
<td></td>
</tr>
<tr>
<td>DOUBLE ACTING RECTANGULAR TAILGATE WITH BOXED PERIMETER</td>
<td></td>
</tr>
<tr>
<td>108 LIGHT GROUP ASSEMBLY AND STOP/TURN AND TAIL LIGHTS</td>
<td></td>
</tr>
<tr>
<td>BODY PROP</td>
<td></td>
</tr>
<tr>
<td>FRONT TELESCOPIC HOIST LESS HYDRAULICS</td>
<td></td>
</tr>
<tr>
<td>TOP GRATE KIT</td>
<td></td>
</tr>
<tr>
<td>COUGAR DC-1100 VIBRATOR WITH HEAVY DUTY MOUNTING</td>
<td></td>
</tr>
<tr>
<td>CABSHEILD 100% WELDED</td>
<td></td>
</tr>
<tr>
<td>ONE PAIR 10' POLY SIDE BOARDS</td>
<td></td>
</tr>
<tr>
<td>AIR TRIP TAILGATE</td>
<td></td>
</tr>
<tr>
<td>MILD STEEL FENDERS BODY MOUNTED</td>
<td></td>
</tr>
<tr>
<td>RECEIVER STYLE SPINNER ASSEMBLY</td>
<td></td>
</tr>
<tr>
<td>FOLD UP LADDER INSTALLED DRIVERSIDE FRONT</td>
<td></td>
</tr>
<tr>
<td>FRONT &amp; REAR GREASE EXTENSIONS</td>
<td></td>
</tr>
<tr>
<td>BACK-UP ALARM</td>
<td></td>
</tr>
<tr>
<td>BODY-UP LIGHT</td>
<td></td>
</tr>
<tr>
<td>2&quot; RED/WHITE CONSPICUITY TAPE</td>
<td></td>
</tr>
<tr>
<td>POWDERCOATED WHITE (POWDER COAT MAY NOT MATCH CAB)</td>
<td></td>
</tr>
<tr>
<td>INSTALLED</td>
<td></td>
</tr>
<tr>
<td>MONROE PRE-WET SYSTEM</td>
<td></td>
</tr>
<tr>
<td>DUAL 270 GALLON POLY TANKS FENDER MOUNTED</td>
<td></td>
</tr>
<tr>
<td>OPEN LOOP HYDRAULIC PLUMBING KIT; 7 GPM PUMP; NO VALVE</td>
<td></td>
</tr>
<tr>
<td>BULK FILL KIT;</td>
<td></td>
</tr>
<tr>
<td>CROSS-OVER KIT; RDS</td>
<td></td>
</tr>
<tr>
<td>ENCLOSURE MTG KIT</td>
<td></td>
</tr>
<tr>
<td>FLUSHER KIT;</td>
<td></td>
</tr>
<tr>
<td>DISCONNECT KIT; SPINNER QUICK DISCONNECT</td>
<td></td>
</tr>
<tr>
<td>NOZZLE KIT; (3) 2 GPM NOZZLES</td>
<td></td>
</tr>
<tr>
<td>PF91-QL1; QUICK LINK HITCH; TRUCK PORTION; WITH FLAT FOLD LIFT ARM; 630#</td>
<td></td>
</tr>
<tr>
<td>CYLINDER; 4X10 DA; NITRIDE RO</td>
<td></td>
</tr>
<tr>
<td>HELLA PLOW LIGHTS W/SIGNALS, HOOD MOUNTED</td>
<td></td>
</tr>
</tbody>
</table>
**Description**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>MONROE MPPU39R10-ISTT; TORSION TRIP &quot;J&quot; STYLE REVERSIBLE POLY PLOW; 1860#</td>
<td></td>
</tr>
<tr>
<td>- 3/8&quot; POLYMER MOLDBOARD WITH INTEGRAL SHIELD</td>
<td></td>
</tr>
<tr>
<td>- (10) 1/2&quot; ONE-PIECE FLAME CUT RIBS</td>
<td></td>
</tr>
<tr>
<td>- 2&quot; X 3&quot; X 3/8&quot; TOP ANGLE</td>
<td></td>
</tr>
<tr>
<td>- 4&quot; X 4&quot; X 3/4&quot; BOTTOM ANGLE</td>
<td></td>
</tr>
<tr>
<td>- (6) ADJUSTABLE 3/4&quot; TORSION TRIP SPRING ASSEMBLIES FOR A TWO-SECTION TRIP</td>
<td></td>
</tr>
<tr>
<td>- 5/8&quot; X 8&quot; ONE-PIECE CENTER PUNCH CUTTING EDGE</td>
<td></td>
</tr>
<tr>
<td>- 4&quot; X 4&quot; X 3/8&quot; CROSS-TUBE SUPPORT</td>
<td></td>
</tr>
<tr>
<td>- 3-1/2&quot; X 3-1/2&quot; X 1/2&quot; SEMI-CIRCLE</td>
<td></td>
</tr>
<tr>
<td>- (2) 3&quot; X 10&quot; DOUBLE ACTING REVERSE CYLINDERS WITH CUSHION VALVE</td>
<td></td>
</tr>
<tr>
<td>- BUILT-IN MONROE LEVEL LIFT ASSEMBLY</td>
<td></td>
</tr>
<tr>
<td>- MAIL BOX CUT-OUT CURB SIDE</td>
<td></td>
</tr>
<tr>
<td>- PAIR OF SCREW ADJUSTABLE SNOW WHEELS BRAND SNOW WHEELS</td>
<td></td>
</tr>
<tr>
<td>- 12&quot; RUBBER SNOW DEFLECTOR</td>
<td></td>
</tr>
<tr>
<td>- 36&quot; FLUORESCENT ORANGE FLEXIBLE PLASTIC MARKERS, INSTALLED</td>
<td></td>
</tr>
<tr>
<td>- MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED</td>
<td></td>
</tr>
<tr>
<td>- MOLDBOARD POWERED COATED ORANGE</td>
<td></td>
</tr>
<tr>
<td>- PUSH FRAME POWDER COATED BLACK</td>
<td></td>
</tr>
<tr>
<td>- QUICK LINK SWIVEL PLATE</td>
<td></td>
</tr>
<tr>
<td>WHELEN ILL DOT STATE SPEC 72&quot;</td>
<td></td>
</tr>
<tr>
<td>- 72&quot; JUSTICE LED LIGHT BAR MOUNTED ON ROOF</td>
<td></td>
</tr>
<tr>
<td>- REAR BODY LED STROBES MOUNTED IN CORNER POST</td>
<td></td>
</tr>
<tr>
<td>- LED 5/1/T MOUNTED IN REAR POST, PINTLE PLATE AND ON TOP OF CAB SHIELD</td>
<td></td>
</tr>
<tr>
<td>- LED BACK UP LIGHT MOUNTED IN REAR CORNER POST</td>
<td></td>
</tr>
<tr>
<td>- 2 AMBER AND 1 CLEAR STORBE INSTALLED OUTSIDE THE CORNER POST ON EACH SIDE</td>
<td></td>
</tr>
<tr>
<td>- SCENE LIGHTS ADDED TO ILLINOIS IDOT08J LIGHTBAR</td>
<td></td>
</tr>
<tr>
<td>- (2) L.E.D SPINNER LIGHTS</td>
<td></td>
</tr>
<tr>
<td>- 2-YEAR WARRANTY</td>
<td></td>
</tr>
</tbody>
</table>

**DUAL CAMERA SYSTEM**

- ONE CAMERA AT REAR FOR BACK UP
- ONE CAMERA ON CAB SHIELD FOR LOAD
- CAMERA WASH SYSTEM
- CAMERA PUFFER (AIR) SYSTEM
- 7" DISPLAY MOUNTED ON DASH

**PINTLE MOUNT; 3/4" PLATE WITH 3/4" D-RINGS (NO HITCH)**

- ADD 2" RECEIVER TUBE TO PLATE OR EXTENDED A-FRAME HITCH
- BHB 2000; RIGID MOUNT 2" PINTLE BALL HITCH (4-BOLT)
- 2" ADJUSTABLE PINTLE MOUNTING PLATE WITH PIN AND CLIP (NO HITCH)
- 6-WAY CONNECTOR, ROUND SOCKET, ROUND PIN

**14' PULL TARPS MANUAL PULL TARP SYSTEM**

- SPRING LOADED ALUMINUM ROLLER (REWINDS TARP)
- ASPHALT TARP
- INSTALLED RDS BODY

**FORCE AMERICA / MTE ELECTRIC HYDRAULIC SYSTEM**

- FORCE AMERICA 6100 CONTROL WITH ARMREST MOUNT FOR I-GRIP CONTROLLER
- ROAD WATCH TEMPERATURE DISPLAY
- FORCE AMERICA ADD A FOLD VALVE ASSEMBLY
- DA PLOW LIFT SECTION
- DA PLOW ANGLE SECTION
- SPREADER MANIFOLD WITH SPREADER, SPINNER, AND PRE WET FUNCTIONS
- HOT SHIFT PTO
- TXV92 PTO MOUNTED PUMP (5.6 CUBIC INCH LOAD SENSE)
- STAINLESS STEEL VALVE ENCLOSURE MOUNTED ON FRAME
- STAINLESS STEEL OIL TANK MOUNTED ON FRAME
- WINTER/SUMMER SWITCH

**Notes:**

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. Out-of-state municipal entities may be subject to Wisconsin sales tax.
- Restocking fees may be applicable for cancelled orders.
Quote ID 6513

David Waite
City of Evanston, IL
2020 Asbury Avenue
Evanston, IL 60201

Dear David,

National Auto Fleet Group is pleased to quote the following chassis for your consideration. **One (1) New/Unused (2018 Crane Carrier Model LET2-44 Standard Cab Straight Frame Chassis with a Loadmaster Excel S 20-Yard Rear Loading Refuse Body)** delivered to your department yard with arrangements made by Dave Lopina with Cumberland Servicenter, priced as follows:

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) One Unit</td>
<td>$171,726.00</td>
</tr>
<tr>
<td>Chassis</td>
<td>$171,726.00</td>
</tr>
<tr>
<td>Tax (0%)</td>
<td>$00.00.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$171,726.00</td>
</tr>
</tbody>
</table>

Per the attached specifications. Pricing includes cost for the chassis and shipping from Evanston to Leach (1981 W. Snell Road, Oshkosh, WI 54904) and then to Cumberland Servicenter (2375 E. Oakton Avenue, Elk Grove Township, IL 60005) once the chassis is completed.

This vehicle(s) is available under the **National Joint Powers Alliance Contract 081716-NAF**. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Jcooper@Nationalautofleetgroup.com
Office (855) 289-6572
Fax (831) 480-8497
### Chassis Quotation

**Regional Sales Manager:** [Name]

**Brewer:** [Name]

**P.O.#:** [Number]

**IL/PA/NO:** [Number]

**United States:** [Number]

**Date:** [Date]

#### Purchasing Information
- **Address:** [Street] [City] [State] [ZIP]
- **City/State:** [City] [State]
- **Phone:** [Number]
- **Fax:** [Number]

#### For Sale To
- **Address:** [Street] [City] [State] [ZIP]
- **City/State:** [City] [State]
- **Phone:** [Number]
- **Fax:** [Number]

#### Vocation (ie . FL , ...)
- **Address:** [Street] [City] [State] [ZIP]
- **City/State:** [City] [State]
- **Phone:** [Number]
- **Fax:** [Number]

#### Accessories
- **Engine/State** @ RPM: [Value] @ [Value] RPM
- **Accessories:** [List of accessories]
- **Fuel Tank:** [List of fuel tanks]
- **Air Compressor:** [List of air compressors]
- **Cooling Systems:** [List of cooling systems]
- **Brake Systems:** [List of brake systems]
- **Steering Systems:** [List of steering systems]
- **Trans. / Retarder:** [List of transmissions / retarders]
- **NIS/Auto Neutral:** [List of NIS / auto neutrals]
- **Accessories:** [List of accessories]
- **Air Intake:** [List of air intakes]
- **Exhaust:** [List of exhausts]

#### Chassis Specifications
- **Frame:** [List of frames]
- **Drum Brakes:** [List of drum brakes]
- **Brake System:** [List of brake systems]
- **Drum & Disc Brakes:** [List of drum & disc brakes]
- **Axle Ratios:** [List of axle ratios]
- **Air Suspension:** [List of air suspensions]
- **Steering Systems:** [List of steering systems]

#### Additional Notes
- **Notes:** [List of notes]

---

**2017 Pricing**

#### Cab Construction
- **Type:** [Type]
- **Tire:** [Tire]
- **Wheels:** [Wheels]
- **Air Suspension:** [Air suspension]

#### Cab Features
- **Air Conditioning:** [Air conditioning]
- **Cruise Control:** [Cruise control]
- **Stereo:** [Stereo]
- **Back-up Alarm:** [Back-up alarm]

#### Instrumentation
- **Wiring:** [Wiring]
- **Wipers:** [Wipers]

#### Exterior Features
- **Paint:** [Paint]
- **Windows:** [Windows]

#### Additional Features
- **Extra Charge:** [Extra charge]
- **Bumpers:** [Bumpers]
- **Wheels:** [Wheels]

---

**CRANE CARRIER COMPANY**

**The Heavy Touch Specialists**

**Customer Information**
- **Name:** [Name]
- **Address:** [Address]
- **Phone:** [Phone]
- **Fax:** [Fax]

**Additional Chassis Warranty (Non-Discounted)**
- **Standard Chassis Warranty:** [Number] Months Limited Mileage
- **Pump Warranty:** [Number] Hours / [Number] Miles
- **Engine Warranty:** [Number] Hours / [Number] Miles

**Taxable Transaction**
- **Total Price:** [Number]
- **TAX:** [Number]
- **Net Price:** [Number]
March 15, 2018

To: City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
David Waite

REF: City of Evanston Rear Loader 11 Yard

Mr. Waite

JX Peterbilt is pleased to present a price quotation for (1) New 2018/2019 Peterbilt Model 337 Cab and chassis and Loadmaster Legacy 11 yard body with our servicing dealer partner R.N.O.W., Inc. with the enclosed specifications:

2018/2019 Peterbilt Model 337 chassis:

with Loadmaster Legacy 11 Cubic Yard Body:

- Legacy 11 Cubic yard
- 3 cubic yard hopper
- Hot Shift PTO and Pump
- Perkins Barrel Grabber Installed
- Roof Tube Protectors
- Drum Winch 8,000 lb.
- Container bumper bar – Rollstop option
- Legacy Container Latch Kit
- Hopper Work Light-Double
- LED Strobe System - (4) 4” Dia Body & T/G
- 360 degree Camera System w/ Color - 7” Flat Screen
- Broom and Shovel Holders both sides
- PTO Kill Switches both sides of hopper
- Spare tire and wheels - 1 front and 1 rear
- Est. Wheel base of 168” and CA of 98”

Total Unit Price .................................................................................................................. $137,026.00
TITLE & PLATE FEES......................................................................................................... $105.00

TOTAL DUE .................................................................................................................. $137,131.00

Payment due on delivery

AVAILABLE OPTIONS:

Prompt Pay Chassis at time of delivery to body company
($74,510.00 chassis with the balance at delivery) DED $1,000.00

Please feel free to contact me at (630)-516-3560 with any questions. Thank you for the opportunity to earn your business.

Sincerely,

Rick Venuso
Sales Executive.

Visit us at www.JXE.com
Cell 224 678 6669
JX Peterbilt – Wadsworth /Elmhurst
Memorandum

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

From: Kimberly Richardson, Interim Director of Administrative Services
      Sean Ciolek, Division Manager of Facilities and Fleet
      Dave Waite, Fleet Supervisor
      Lisa Gray, Fleet Coordinator

Subject: Single Source Purchase of Ford OEM Parts and Vehicle Service

Date: February 27, 2018

Recommended Action:
Staff recommends approval of a contract with Golf Mill Ford Inc., located at 9401 N. Milwaukee Avenue, Niles, IL 60714, in the amount of $82,511.00 for automotive parts and services for City vehicles. Golf Mill Ford will provide Original Equipment Manufacturer (OEM) parts and service from March 2018 through February of 2019.

Funding Source:
Funding for this expenditure will be from Account 600.26.7710.65060 (Major Maintenance, Materials to Maintain Autos):

FY2018 (March – December) $65,011.00
FY2019 (January – February) $17,500.00
Total: $82,511.00

Livability Benefit:

Summary:
Staff sent out a bid (#18-09) for the purchase of OEM parts and service for the remaining 9 months of fiscal year 2018 through February 2019 and Golf Mill Ford was the only respondent to this bid. Golf Mill Ford is the closest OEM dealer in our general vicinity. Our entire Fleet is comprised of about 80% Ford vehicles. The city has been doing business with Golf Mill Ford for over 10 years and they provide exceptional service and stand behind all of their work. Golf Mill Ford picks up and delivers vehicles
from our Fleet Garage at no additional cost to the City. There are no Evanston based businesses that provide Ford OEM parts and/or service.

Attachments:
Bid Response
CITY OF EVANSTON

SPECIFICATIONS AND BID DOCUMENTS
Commodity Purchases

BID NUMBER: 18-09
For
FORD OEM PARTS & SERVICE

February 1, 2018

BID OPENING
TIME, DATE, PLACE:
2:00 P.M., Tuesday, February 27, 2018,
Room 2404,
Lorraine H. Morton Civic Center,
2100 Ridge Avenue,
Evanston, Illinois 60201

BID BOND:
5% of Contract Amount

CONTRACT PERIOD:
One (1) year from date of award

SEALED BIDS TO BE RETURNED TO:
CITY OF EVANSTON
PURCHASING DIVISION, ROOM 4200,
LORRAINE H. MORTON CIVIC CENTER
2100 RIDGE AVENUE, EVANSTON, IL 60201
Phone: 847/866-2935 * Fax: 847/448-8128

Revised 3-13
TECHNICAL SPECIFICATIONS

The City of Evanston Fleet Services Division of the Administrative Services Department is requesting bids from experienced firms, for Ford OEM parts, warranty, and service repair.

Project Background
Fleet Services is requesting bids for Ford OEM parts, warranty work, and service repairs. The Fleet Division is responsible for the purchase, repairs, maintenance, warranty management, and disposal of vehicles & heavy equipment for Administration, Public Works, Police, Fire, Greenways, Forestry, & Recreation Departments of the City of Evanston. The fleet consists of 320 motorized units of equipment that consists of: sedans, vans, pick-up trucks, heavy fire apparatus, emergency medical technician units, police cruisers, Class 8 trucks, some marine units, and heavy equipment. It is the expectation of Fleet Services that the awarded vendor/dealer will provide lower costs for non-warranty repair services, and parts. The selected vendor/dealer will also provide standardized OEM parts as well as lower cost standardized parts when warranties expire.

SCOPE OF SERVICES

Ford OEM Parts, Warranty and Services Repair
This bid will cover original equipment manufacturer (OEM) automotive repair parts, warranty and non-warranty service repair. The City of Evanston currently has a diverse fleet of Ford vehicles numbering approximately 183 units, ranging from model years 2004 thru 2017. An analysis of the vehicles is as follows: 8 units of the fleet are Crown Victoria police and passenger vehicles; 16 units are E150-E450 vans and van chassis; 25 units are F150-F250 1/2 and 3/4 ton pickups; 39 units are F350-F550 and Super Duty trucks with dump beds and service bodies; 1 unit is a F750; 2 units are LT/LTS 8000 with dump bodies; 1 unit is a Taurus; 15 units are a Focus; 59 units are Explorers; 2 Expeditions; 1 unit is a Transit and 14 are Escapes. On average the vendor will have the opportunity, but is not guaranteed, to supply OEM parts, warranty and non-warranty service repair for approximately 183 vehicles per year.

Ford OEM Automotive & Truck Parts
The majority of OEM parts requested will cover such items as, but not be limited to, filters, brake parts, ignition parts, belts, hoses, gaskets, seals, bearings, exhaust system parts, water pumps, fuel pumps, lamps, and front end parts that are captive to the OEM manufacturer or otherwise required, on an as needed basis, as requested by the Fleet Services Division of the City of Evanston.
All parts and accessories supplied by the vendor for use in the repair of vehicles and equipment shall be new and conform to the original equipment manufacturer's specifications. Rebuilt assemblies or sub-assemblies will be accepted when such part is remanufactured by the OEM manufacturer or approved sub-contractor and with prior approval of the City of Evanston Fleet Services, when such is standard industry practice,
and provided the rebuilt assembly or sub-assembly carries the same warranty as a new assembly. 
If any product delivered is found to be substandard or unsatisfactory, the vendor will exchange or modify the product at no additional charge to the City of Evanston. A failure rate of 5% on new or remanufactured units, even if covered by warranty, is grounds for contract termination.
Since every City of Evanston vehicle is critical to public safety, i.e. police, fire, street/utility repair, it is imperative that all vendors demonstrate the ability to deliver prompt responses, reasonable turn-around times, and good quality parts.

**Delivery of Parts and Core Pickup**
The vendor shall deliver all parts to the parts counter at the City of Evanston Fleet Services garage located at 2020 Asbury Avenue, Evanston IL, 60201, during normal business hours, which are considered to be Monday through Friday, 7:00 A.M. to 5:00 P.M. In certain situations and/or by mutual agreement parts will be picked up by City of Evanston Fleet Services personnel.
All delivered/picked up parts must be accompanied with a picking ticket or an invoice. The invoice or picking ticket must state the vendors name, part name and corresponding part number, purchase price, and a purchase order number, provided. The vendor or the vendor’s representative will ensure that the picking ticket or invoice is signed by authorized City of Evanston Fleet Services personnel.
The invoice or picking ticket must include all item(s) which have been picked up and/or delivered, and must indicate that the City of Evanston Fleet Services has purchased and received the item(s). At the time of delivery the vendor’s representative will pick-up any cores and issue a core credit receipt to the City of Evanston Parts Manager or Fleet representative.

**Ford Warranty and Service Repair**
The vendor must have an established Ford mechanical repair shop. The vendor must ensure that all work shall be performed by Ford Motor Company certified technicians and that the technicians who will be servicing City of Evanston are experienced and qualified to work on the specified model of Ford vehicle that the vendor is bidding. All work shall be performed in accordance with the best commercial practices and without delays. The vendor must have suitable equipment necessary for the satisfactory execution of the repair being performed.
When a City of Evanston vehicle is brought to the vendors’ facility, the vendor must diagnose the vehicle and contact the City of Evanston Fleet Services Management within 2 working days. The vendor must provide Fleet Services Management the following information: the nature of repairs that are required and the turn-around time for the repair. The vendors must ensure that all OEM and remanufactured parts used in the repair of any City of Evanston vehicles are priced according to the over the counter parts discount percentage off of list price listed on the spreadsheet below.
Vehicles that are inoperable will be towed. Towing for these vehicles shall be arranged by the City of Evanston Fleet Services management. Vehicles that are under factory warranty and are covered by the manufacturer’s road side assistance will use this service. Should the vendor be required to arrange towing, the vendor shall use a towing
company pre-approved by City of Evanston Fleet Services, and the towing company will invoice the City of Evanston Fleet Services directly.

All vendor work orders and invoices must include the following information: make, model and year of vehicle, license plate number, vehicle identification number, and the in and out mileage, stating the mileage when the vehicle was received by the vendor and the mileage when the repair has been completed.

Work orders must also include the servicing technician’s name or number, technician labor time for each repair, all parts used in the repair, with corresponding part numbers and the cost of all parts, reflecting the same discount percentage off of list price that the vendor is quoting on all over the counter parts.

Work orders must also include a brief description of the mechanical problem and the repairs performed or service recommended, and the estimated cost of repairs. If the estimate is later revised, the following information must be provided: time, date, and name of person making the revision, and recommended future repairs with all estimated costs. All estimated revisions must be presented in writing by fax at 847-448-8089 or e-mail to dwaite@cityofevanston.org and lgray@cityofevanston.org. Upon notification from the vendor that the repair has been completed, the City of Evanston Fleet Services management or a representative will inspect each vehicle. Based on the situation or vendor location, determination will be made in advance by mutual agreement, as to how the final inspection will occur. The vendor is expected to correct any deficiencies found during the final inspection, relating to the repair(s), without delay, at no additional cost to the City.

Repeated quality control problems shall be cause to terminate this contract.

The vendor guarantees and warrants, that all parts and labor performed under this bid, whether warranty or service repairs, will be free from defects in material and workmanship for a period of 12 month or 12,000 miles, whichever occurs first. The vendor shall remedy all such defects at the vendor’s expense within a reasonable amount of time to be determined by mutual agreement between the City of Evanston Fleet Services management and the vendor.

Vendor assumes liability for any loss or damage to any City of Evanston property, including damages done by their own work, while such property is in the vendor’s possession or during transport or test drive to confirm a mechanical issue or to ensure proper repair. Authorized use of any City of Evanston vehicle is considered transport between the vendor’s facility and the City of Evanston Fleet Services facility, or a test drive with prior permission from City of Evanston Fleet Services Management.

Pricing

The prices for automotive parts, supplies and accessories shall be based on discount percent off of list price. Labor pricing will be based on the vendors shop hourly rate. The vendor must also show all environmental and miscellaneous charges that apply to repairs. All prices are to be firm, fixed and not subject to escalation for the term of this contract. A jobber net price sheet or equivalent, at time of notification, showing the new pricing to the City of Evanston Fleet Services Management must be provided.
Spreadsheet
The bidder must provide the information requested on the lines provided and add the total base bid price to the total base bid line on the bid form.
The awarded vendor must be located with a 15 mile radius from the City of Evanston Fleet Services, located at 2020 Asbury Avenue, Evanston IL, 60201.

PLEASE ADD ANY ADDITIONAL INFORMATION YOU WANT US TO CONSIDER...

WE WILL PICK UP AND DROP OFF ANY CITY VEHICLES THAT NEED SERVICE REPAIRS

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

FILL OUT BID FORM ON NEXT PAGE
FORD O.E.M. PARTS & REPAIR SERVICE BID FORM

PLEASE STATE YOUR HOURS OF OPERATION FOR REPAIR SERVICE
OPEN 7Am CLOSE 7Pm

PLEASE STATE YOUR HOURS OF OPERATION FOR PARTS COUNTER
OPEN 7Am CLOSE 9Pm

DO YOU WARRANTY PARTS FOR 12 MONTHS OR 12,000 MILES?
YES ☑ NO ___
YES ☑ NO ___

FREE PARTS DELIVERY?
STATE NUMBER OF DELIVERIES PER DAY

HOW MANY MECHANICS DO YOU HAVE ON STAFF FOR WARRANTY WORK

DO YOU PROVIDE "CAR HIKING" SERVICE FOR WARRANTY/NON WARRANTY WORK (from COE to your location)
YES ☑ NO ___
YES ☑ NO ___

IS THERE A CHARGE FOR THE "CAR HIKING" SERVICE?
IF YES, WHAT IS THE CHARGE?

STATE THE DISTANCE IN MILES FROM YOUR FACILITY TO THE FLEET GARAGE LOCATED AT 2020 ASPUBY AVE, EVANSTON, IL 60201

WHAT IS YOUR SHOP HOURLY RATE?

WHAT IS THE % DISCOUNT ON MANUFACTURER'S LIST PRICE ON OEM PARTS
% 30 DISCOUNT

C.O.E. AVERAGE SPEND ON PARTS FOR LAST 3 YEARS (This total is LIST Price)

APPROXIMATE NON-WARRANTY REPAIR HOURS FOR CALENDAR YEAR 2017

BID TOTAL

COMPUTE YOUR SHOP HOURLY RATE, TIMES OUR 2017 REPAIR HOURS* $31,323.88

COMPUTE YOUR DISCOUNT % OFF OUR 2017 TOTAL SPEND ON PARTS ** $57,187.50

ADD BOTH LINES TOGETHER AND THIS IS YOUR TOTAL BID AMOUNT $82,511.38
## INSURANCE REQUIREMENTS

### TYPE OF INSURANCE

<table>
<thead>
<tr>
<th>MINIMUM INSURANCE COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury and</td>
</tr>
<tr>
<td>Consequent Death</td>
</tr>
<tr>
<td>Property Damage</td>
</tr>
</tbody>
</table>

### MINIMUM INSURANCE COVERAGE

<table>
<thead>
<tr>
<th>Each Occurrence</th>
<th>Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,000,000</td>
<td>$3,000,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial General Liability including:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,000,000</td>
</tr>
</tbody>
</table>

1. Comprehensive form
2. Premises - Operations
3. Explosion & Collapse Hazard
4. Underground Hazard
5. Products/Completed Operations Hazard
6. Contractual Insurance – With an endorsement on the face of the certificate that it includes the "Indemnity" paragraph of the specifications.
7. Broad Form Property Damage - construction projects only
8. Independent contractors
9. Personal Injury

### INSURANCE REQUIREMENTS

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>MINIMUM INSURANCE COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,000,000 $1,000,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Automobile Liability Owned, Non-owned or Rented</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000 $1,000,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Workmen's Compensation and Occupational Diseases</th>
</tr>
</thead>
<tbody>
<tr>
<td>As required by applicable laws.</td>
</tr>
<tr>
<td>Employer's Liability</td>
</tr>
<tr>
<td>$ 500,000</td>
</tr>
</tbody>
</table>

Thirty day notice of cancellation required on all certificates.
EXHIBIT A — BID FORM
For
FORD DEALER — PARTS & SERVICE
(BID No. 18-09)

1.01 BID TO:

THE CITY OF EVANSTON
2100 Ridge Avenue
Evanston, Illinois 60201

hereinafter called "OWNER".

1.02 BID FROM:

Golf Mill Ford
(Hereinafter call "BIDDER")
9401 N. Milwaukee Ave, Niles 60714
Address

847-470-9800
Telephone Number

847-470-7914
Fax Number

1.03 BID FOR: FORD OEM PARTS & SERVICE

1.04 ACKNOWLEDGEMENT:

A. The Bidder, in compliance with the Invitation for Bids, having carefully examined the Drawings and Project Manual with related documents and having visited the site of the proposed Work, and being familiar with all of the existing conditions and limitations surrounding the construction of the proposed project, including the structure of the ground, subsurface conditions, the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the Work to be performed, hereby PROPOSES to perform everything required to be performed, and to provide all labor, materials, necessary tools and equipment, expendable equipment, all applicable permits and taxes and fees, and provide all utility and transportation services necessary to perform and complete in a workmanlike manner the Project in accordance with all the plans, specifications and related Contract Documents as prepared by the City of Evanston.
B. The undersigned hereby acknowledges receipt of Invitation of Bids, Instruction to Bidder, the Project Manual, Drawings, and other Contract Documents and acknowledges receipt of the following Addenda:

Addendum No.  ____________  Dated _____
Addendum No.  ____________  Dated _____
Addendum No.  ____________  Dated _____

1.05 GENERAL STATEMENTS

A. The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned.

B. It is understood that the right is reserved by the Owner to reject any or all proposals, to waive all informality in connection therewith and to award a Contract for any part of the work or the Project as a whole.

C. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.

D. It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

E. It is agreed that the undersigned has complied and/or will comply with all requirements concerning licensing and with all other local, state and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the Contract to him, and/or in the prosecution of the Work required hereunder.

F. To be considered a bona fide offer, this proposal must be completed in full and accompanied by a bid deposit or a bid bond when required by Contract Documents or Addenda.

1.06 ALTERNATES

A. When alternate proposals are required by Contract Documents or Addenda thereto, the undersigned proposes to perform alternates for herein stated additions to or deductions from hereinbefore stated Base Bid. Additions and deductions include all modifications of Work or additional Work that the undersigned may be required to perform by reason of the acceptance of alternates.
1.07 AGREEMENT
A. In submitting this Bid, the undersigned agrees:
   1. To hold this Bid open for sixty (60) days from submittal date.
   2. To enter into and execute a Contract with the Owner within ten (10) days after receiving Notice of Award from the Owner.
   3. To accomplish the work in accordance with the Contract Documents.
   4. To complete the work by the time stipulated in the General Conditions
B. The Owner reserves the right to reject any and all Bids and to waive any informalities in Bidding.

1.08 SCHEDULE
A. See General Conditions for required schedule of completion dates.

1.09 PROPOSED PRICES
A. The Bidder hereby proposes to furnish all labor, materials, equipment, transportation, construction plant and facilities necessary to complete, in a workmanlike manner and in accordance with the contract documents, the contract of work bid upon herein for compensation in accordance with the following prices:

   BASE BID AMOUNT: $82,511.38

1.10 BID SECURITY
Accompanying this proposal is a bank draft, bid bond, Cashier’s check or Certified check as surety in the amount of not less than five percent (5%) of the Total Bid payable to the City of Evanston.

The amount of the check or draft is: $4,125.57

If this bid is accepted and the undersigned shall fail to execute a contract and contract bond as required it is hereby agreed that the amount of the check or draft or bidder’s bond substituted in lieu thereof, shall become the property of the City and shall be considered as payment of damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond; otherwise said check or draft shall be returned to the undersigned.

ATTACH BANK DRAFT, BANK CASHIER’S CHECK OR CERTIFIED CHECK HERE.

In the event that one check or draft is intended to cover two or more bids, the amount must be equal to the sum of the proposal guarantees of the individual sections covered.

If the check or draft is placed on another proposal, state below where it may be
found, as follows: The check or draft will be found in the proposal for:

1.11 MATERIAL SUBSTITUTION SHEET

The following is a schedule of substitute materials I propose to furnish on this job, with the difference in price being added to or deducted from the Base Bid. The Base Bid is understood to include only those items which are definitely specified by trade names or otherwise.

I understand that if no price difference is indicated, then the selection of materials is optional with the Owner, and approval or rejection of the substitution below will be indicated prior to signing of Contracts.

<table>
<thead>
<tr>
<th>PRODUCT NAME AND/OR MANUFACTURER</th>
<th>ADD</th>
<th>DEDUCT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.12 PROPOSAL SIGNATURE (REQUIRED)

A. SOLE PROPRIETOR

Signature of Bidder: ________________________________

SUBSCRIBED AND SWORN to before me this ___ day of ___, 20___

Notary Public

Commission Expires: ________________________________

B. PARTNERSHIP

Signature of All Partners:

_________________________ Name (typed or printed)

_________________________ Name (typed or printed)

SUBSCRIBED AND SWORN to before me this ___ day of ___, 20___

Notary Public
C. CORPORATION  
Signature of Authorized Official: [Signature]
Title: [President]
Name above (typed or printed): Gus Kletsoulas

(If other than the president, attach a certified copy of that section of corporate by-laws or other authorization by the Corporation which permits the person to execute the offer for the Corporation.)

(Corporate Seal)
Attest: [Signature]
Secretary

SUBSCRIBED AND SWORN to before me this 24 day of Feb, 2014
[Signature]
Notary Public
Commission Expires: 12/18/21

1.13 DISCLOSURE
A. The undersigned duly sworn deposes and says on oath that the bidder has withheld no disclosures of ownership interest and the information provided herein to the best of its knowledge is current and said undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

Bidder: Golf Mill Ford
Business Address: 9401 N. Milwaukee Ave
Niles, IL 60714
Telephone Number: 847-470-9800

1.14 CONTACTS
A. In the event the Evanston City Council approves this bid response, list the name, address, telephone, and fax number of the person to be contacted to place an order:
Bidder: **Bill Greens**

Address: **9401 N. Milwaukee Ave.**

**Niles, IL 60714**

Telephone Number: **847-470-9800 X 1401**

Fax Number: **847-470-7914**

1.15 REFERENCES

A. Provide three (3) references for which your firm has completed work of a similar scope in the past.

1. **Name:** **CITY OF EVANSTON**
   
   Address: **2020 Asbury Ave. Evanston**
   
   Contact Person: **DAVE WAITE**
   
   Phone: **847-866-2938**
   
   Contract Value: **$51,000**
   
   Contract Dates: **4-18-2014 - CURRENT**

2. **Name:** **Northshore University Hospital**
   
   Address: **2650 Ridge Ave. Evanston**
   
   Contact Person: **BRIAN RILEY**
   
   Phone: **847-570-1187**
   
   Contract Value: **$114,000**
   
   Contract Dates: **ONGOING**

3. **Name:** **Your Name**
   
   Address: **Your Address**
   
   Contact Person: **Your Name**
   
   Phone: **Your Phone**
   
   Contract Value: **Your Value**
   
   Contract Dates: **Your Dates**
EXHIBIT C – DISCLOSURE OF OWNERSHIP INTERESTS

City of Evanston Ordinance 15-0-78 requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their bid. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME: Gus Kreatsoulas

APPLICANT ADDRESS: 9401 N. MILWAUKEE AVE. NILES IL 60748

TELEPHONE NUMBER: 847-470-7800 X 1100

FAX NUMBER: 847-470-7914

APPLICANT is (Check One)

1. Corporation (X) 2. Partnership ( ) 3. Sole Owner ( ) 4. Association ( )

5. Other ( )

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

SECTION I - CORPORATION

1a. Names and addresses of all Officers and Directors of Corporation.
   Gus Kreatsoulas 740 WATERFORD DR. PLANTERS IL
   Mary Izzi Sosnowski 8105 OCONTO NILES IL
   John Crane 2821 Hartnell EVANSTON IL

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.)

   NA

   NA

   NA

EXHIBIT C
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.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gus Kretoulas</td>
<td>51%</td>
</tr>
<tr>
<td>Maniusz Sosnowski</td>
<td>20%</td>
</tr>
<tr>
<td>John Crane</td>
<td>29%</td>
</tr>
</tbody>
</table>

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%.

NA

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

NA

SECTION 3 - TRUSTS

3a. Trust number and institution.

NA

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

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

\[ NA \]

\[ NA \]

\[ NA \]

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.

\[ NA \]

\[ NA \]

\[ NA \]

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).

\[ NA \]

\[ NA \]

\[ NA \]

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

\[ NA \]

\[ NA \]

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

Date ____________________________

Signature of Person Preparing Statement

President

Title

ATTEST: ____________________________

Notary Public

Commission Expires: 12/18/21

(Notary Seal)
EXHIBIT D – ADDITIONAL INFORMATION SHEET

Bid/Proposal Name: Ford OEM Parts & Service

Bid/Bid Number #: 18-09

Company Name: Golf Mill Ford

Contact Name: Bill Giens

Address: 9401 N. Milwaukee Ave.

City, State, Zip: Niles, IL 60714

Telephone/FAX #: 847-470-9800 x1401 847-470-7914

E-mail: billg@golfmillford.com

Comments: 

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
EXHIBIT E – CONFLICT OF INTEREST

**Golf Mill Ford**, 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.

Bidder 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.

**Gus Kreatsoulas**
(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 **8th** day of **Feb.**, 2018

(Notary Public)
Commission Expires: **12/18/21**
EXHIBIT F – SIGNATURE FORM
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 bid rigging or bid rotating or any similar offense (720 ILCS 5/33 E-3, E-4).

[Signature]

Authorized Signature: ____________________

Company Name: Golf Mill Ford

Typed/Printed Name: Gus Kreatsoulas

Date: 2-8-18

Title: President

Telephone Number: 847-470-9800

E-mail: gus.kreatsoulas@ymail.com

Fax Number: 847-470-7914
**CERTIFICATE OF GARAGE INSURANCE**

**INSURED**
GOLF MILL MOTOR SALES INC
9401 N MILWAUKEE AVE
NILES, IL 60714

**CONTACT**

**AGENCY**
ALLY RISK SERVICES INC.
500 WOODWARD
14TH FLOOR
DETROIT, MI 48226

**POLICY**

**INSURER A**
HARCO NATIONAL INSURANCE COMPANY

**REMARKS**

COVERAGE APPLIES AS RESPECTS ONLY TO WORK PERFORMED BY THE NAMED INSURED.

**CERTIFICATE HOLDER**

CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201

**COVERAGE**

**POLICY PERIOD**
03/01/2018 TO 03/01/2019

**COVERAGES**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDED INSURED(S)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. GARAGE LIABILITY</td>
<td>ANY AUTO</td>
<td>AUTOMATICALLY INCLUDED</td>
</tr>
<tr>
<td>GARAGE KEEPERS LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATE**

<table>
<thead>
<tr>
<th>CERTIFICATE #</th>
<th>REVISION #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REMARKS**

(Mandatory in NH)

**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**

©2010 ACORD CORPORATION. All rights reserved.
Memorandum

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

From: Kimberly Richardson, Interim Director of Administrative Services
      Sean Ciolek, Division Manager of Facilities and Fleet
      Dave Waite, Fleet Supervisor
      Lisa Gray, Fleet Coordinator

Subject: Bid Award 18-11 for Watercraft Maintenance & Repair Services

Date: March 28, 2018

Recommended Action:
Staff recommends approval of the lowest responsive and responsible bid for Watercraft Maintenance and Repair Services (Bid # 18-11) to Full Throttle Marine, located at 93 Noll Street, Waukegan, IL 60085, in the amount of $31,158.25 for the period of April 1, 2018 thru March 31, 2019 and for the possibility of three (3) one (1) year extensions in each subsequent annual period.

Funding Source:
The 2018 Budget for Materials to Maintain Autos is $1,050,000.00 for these types of required maintenance and repairs. The allocation for these services within the budget is $37,000.00. Funding provided by the Fleet Services Fund for Major Maintenance, Material to Maintain Autos 600.19.7710.65060.

Livability Benefits:
Built Environment: Enhance public spaces.
Health and Safety: Improve emergency prevention and response.

Summary:
The Fleet Division within the Administrative Services Department is responsible for the purchase, repairs, maintenance, warranty management, and disposal of vehicles & heavy equipment for the Public Works, Police, Fire, Parks, Forestry, & Recreation Departments. The fleet consists of 340 motorized units of equipment that consists of: sedans, vans, pick-up trucks, heavy fire apparatus, emergency medical technician units, police cruisers, Class 8 trucks, some marine units, and heavy equipment. Three of the seven marine units are for rescue operations on the lakefront and are assigned to E.F.&L.S.S.‘s (2-units) and Recreation (1-unit), whereas, the other four (4) units are
assigned to the Recreation Division that receives revenues for nine (9) youth programs for over 500 participants.

The Fleet Services Division requested proposals for Watercraft Maintenance and Repair Services for our marine units and trailer combinations from six (6) identified vendors including our existing vendor, all who are in our geographic area. The bid was also advertised on February 15, 2018. Staff utilized existing fleet vendor records, recent vendor solicitations, the Evanston Business Directory, and advertised this bid in Pioneer Press to secure additional potential bidders. A Bid Opening was held on March 6, 2018. The results of the Bid Opening are as follows:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Location</th>
<th>Phone</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arrow Marine</td>
<td>Fox Lake</td>
<td>1-847-587-0100</td>
<td>No Bid</td>
</tr>
<tr>
<td>Ben Watts Marine</td>
<td>Fox Lake</td>
<td>1-847-587-0211</td>
<td>No Bid</td>
</tr>
<tr>
<td>Baltic Marine</td>
<td>Chicago</td>
<td>1-312-225-7722</td>
<td>No Bid</td>
</tr>
<tr>
<td>Full Throttle Marine</td>
<td>Waukegan</td>
<td>1-847-662-1000</td>
<td>$31,158.25</td>
</tr>
<tr>
<td>Duchows Boat Ctr.</td>
<td>Fox Lake</td>
<td>1-847-973-1100</td>
<td>No Bid</td>
</tr>
<tr>
<td>Mineola Marine</td>
<td>Fox Lake</td>
<td>1-847-587-2777</td>
<td>No Bid</td>
</tr>
<tr>
<td>Munson Marine</td>
<td>Fox Lake</td>
<td>1-847-587-4902</td>
<td>No Bid</td>
</tr>
</tbody>
</table>

The bid includes the possibility for three (3) one (1) year extensions for the periods of April 1, 2018 thru March 31, 2019 and each subsequent year thereafter at the City's option, subject to the acceptable performance of the vendor. Full Throttle Marine was the only responsive bidder since they met all of the requirements contained in this bid request. Therefore, staff recommends they be awarded this bid.

A follow-up survey was conducted by Fleet Staff to determine why other vendors failed to bid on this service. The overwhelming response was that they have their own customer bases to provide service to and that any new walk-in business is on a first-come-first-served basis after their established customers. Further, they also did not want to commit to our time-frames for spring-commissioning and post-season winterization or on the water-front service calls or pick-up and delivery service from Evanston to their service centers.

There are no Evanston based businesses that can provide this type of marine mechanical services at this time.

Attachments:  
Bid Proposal Response
Vendor Name: Full Throttle Marine Inc
Shop Address: 93 Noll St.
Waukegan, IL 60085
Phone Number: 847-662-1000
Contact Person: Steve Hannum
E-mail Address: steve@full-throttle-marine.net
## LIST OF WATERCRAFT W/ TRAILERS

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Make &amp; Model</th>
<th>VIN #</th>
<th>Model Year</th>
<th>Description of Engine</th>
<th>Engine Make</th>
<th>Engine Model #</th>
<th>Model Year</th>
<th>Trailer Unit #</th>
<th>Trailer Make</th>
<th>Trailer Model #</th>
</tr>
</thead>
<tbody>
<tr>
<td>#303</td>
<td>Yamaha Inboard Jet Ski</td>
<td>YAMA3293L304</td>
<td>2004</td>
<td>Inboard / Jet</td>
<td>Yamaha</td>
<td>FX-140</td>
<td>2004</td>
<td>#304</td>
<td>Shore Land'r</td>
<td>PWC2213W</td>
</tr>
<tr>
<td>#429</td>
<td>Boston Whaler</td>
<td>BWCLK104F000</td>
<td>2000</td>
<td>Outboard</td>
<td>Mercury</td>
<td>30ELPTO</td>
<td>2008</td>
<td>#430</td>
<td>Trailstar</td>
<td></td>
</tr>
<tr>
<td>#431</td>
<td>Tahoe Outboard</td>
<td>BUJA38TUB808</td>
<td>2008</td>
<td>Outboard</td>
<td>Mercury</td>
<td>E90DPLSO</td>
<td>2008</td>
<td>#431</td>
<td>Trailstar</td>
<td>Q4</td>
</tr>
<tr>
<td>#433</td>
<td>Guardian Twin Outboard</td>
<td>WCG00063E717</td>
<td>2017</td>
<td>Twin Outboard</td>
<td>Mercury</td>
<td>E90DSLSO</td>
<td>2017</td>
<td>#434</td>
<td>Boatmaster</td>
<td>LE21G-700</td>
</tr>
<tr>
<td>#436</td>
<td>Guardian Outboard</td>
<td>WCG00052D717</td>
<td>2017</td>
<td>Outboard</td>
<td>Mercury</td>
<td>E90DSLSO</td>
<td>2005</td>
<td>#437</td>
<td>Boatmaster</td>
<td>LE Series</td>
</tr>
<tr>
<td>#445</td>
<td>Boston Whaler</td>
<td>WCG00110D313</td>
<td>2013</td>
<td>Outboard</td>
<td>Mercury</td>
<td>28048455</td>
<td>2013</td>
<td>#446</td>
<td>Boat Master</td>
<td>LF Series</td>
</tr>
</tbody>
</table>

TECHNICAL SPECIFICATIONS
### Bid Component # 1

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Boat/ Make &amp; Model</th>
<th>Boat Motor Make &amp; Model</th>
<th>Annual Flat Rate Winterization Fee $\text{'}s</th>
<th>Plus</th>
<th>Annual Spring Commissioning Flat Rate Fee $\text{'}s</th>
<th>Plus</th>
<th>Trip Fuel Charge $\text{'}s for Spring Commissioning</th>
<th>Equals</th>
<th>Total Charge $\text{'}s</th>
</tr>
</thead>
<tbody>
<tr>
<td>302</td>
<td>Yamaha FX1000C Jet Ski</td>
<td>Yamaha MR-1</td>
<td>$ 475.00</td>
<td>+</td>
<td>$ Incl</td>
<td>+</td>
<td>$ Incl</td>
<td>=</td>
<td>$ 475.00</td>
</tr>
<tr>
<td>303</td>
<td>Yamaha FX1000C Jet Ski</td>
<td>Yamaha MR-1</td>
<td>$ 475.00</td>
<td>+</td>
<td>$ Incl</td>
<td>+</td>
<td>$ Incl</td>
<td>=</td>
<td>$ 475.00</td>
</tr>
<tr>
<td>429</td>
<td>Boston Whaler</td>
<td>Mercury 30ELPTO</td>
<td>$ 524.00</td>
<td>+</td>
<td>$ Incl</td>
<td>+</td>
<td>$ Incl</td>
<td>=</td>
<td>$ 524.00</td>
</tr>
<tr>
<td>431</td>
<td>Tahoe Q450B</td>
<td>Mercury 90ELPTO</td>
<td>$ 574.00</td>
<td>+</td>
<td>$ Incl</td>
<td>+</td>
<td>$ Incl</td>
<td>=</td>
<td>$ 574.00</td>
</tr>
<tr>
<td>433</td>
<td>Guardian 210GDA</td>
<td>15 x 2</td>
<td>$ 1240.00</td>
<td>+</td>
<td>$ Incl</td>
<td>+</td>
<td>$ Incl</td>
<td>=</td>
<td>$ 1240.00</td>
</tr>
<tr>
<td>436</td>
<td>Guardian BC-170GDA</td>
<td>Mercury 90ELPTO</td>
<td>$ 574.00</td>
<td>+</td>
<td>$ Incl</td>
<td>+</td>
<td>$ Incl</td>
<td>=</td>
<td>$ 574.00</td>
</tr>
<tr>
<td>445</td>
<td>Guardian BC-170GDA</td>
<td>Mercury</td>
<td>$ 574.00</td>
<td>+</td>
<td>$ Incl</td>
<td>+</td>
<td>$ Incl</td>
<td>=</td>
<td>$ 574.00</td>
</tr>
</tbody>
</table>

Bid Component # 1 Sub-Total = $ 4131.60
Bid Component # 2

Date 3/1/2018  Vendor Name Full Throttle Marine Inc.

Shop Hourly Labor Rate for Vendor $ 89.00

Is your shop hourly labor rate the same for diagnostics, electrical and mechanical repairs?  

YES  NO

Last Year's In-Season Repair Hours X Shop Hourly Labor Rate = Total Repair $$'s (Approximate)

Last Year's Repair Hours  X  Shop Hourly Labor Rate  =  Total Repair $$'s

300.25 hours  X  89.00  =  $ 26,722.25

Note: The 300.25 hours represents the 3-year average of billed repair hours during the boating season for miscellaneous repairs exclusive of the "spring commissioning service" and the "fall winterization" processes prices.

Bid Component # 2 Sub-Total  $ 26,722.25

TECHNICAL SPECIFICATIONS
<table>
<thead>
<tr>
<th>Total of Bid Components</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date: 3/11/2018</td>
</tr>
<tr>
<td>Vendor Name: Full Throttle Marine Inc.</td>
</tr>
<tr>
<td>Bid Component #1 Subtotal $'s: $44,800.00</td>
</tr>
<tr>
<td>Bid Component #2 Subtotal $'s: $26,722.25</td>
</tr>
<tr>
<td>Delivery Charge x 2: $ Inc</td>
</tr>
<tr>
<td>Pick Up Charge x 2: $ Inc</td>
</tr>
<tr>
<td>Total Bid Price: $31,582.25</td>
</tr>
</tbody>
</table>

If "no" on previous page, provide the shop hourly labor rates for:

- Diagnostics: $0
- Mechanical: $0
- Electrical: $0

Percent discount off of list price the vendor is offering the City of Evanston: 10%

Miles from Fleet Services Shop @ 2020 Asbury Ave, Evanston, Illinois 60201 to vendor's shop as depicted by Google Maps:

Miles: 27.0
Vendors Shop location
93 Noll St. Waukegan, IL 60085 847 662 1000
ADDRESS AND ZIP CODE
PHONE NUMBER

CONTACT PERSON NAME
Steve Hannum

E-MAIL ADDRESS
steve@fullthrottlemarine.net

Miscellaneous comments or exceptions:
Flat Rate Fees, Shop Hourly Labor Rates & Discounts

Additional Requirements:

1. Normal business hours Monday-Friday, 7 A.M. to 5 P.M.
   - Comply [ ] Exception [ ]
     - Days [ ] Hours [ ]

2. Provide your average start time in business days from the time of our request for aerial device repair until work can begin:

   Business Days [2]

It is the intent of the City to award a contract to the lowest responsible bidder meeting specifications considering the following factors: shop hourly rates, best price, quality of merchandise, the ability to pick-up and deliver watercrafts and parts, and meet the hourly business needs of the Fleet Services Division of the Administrative Services Department.

Exceptions

If the vendor needs to list any exceptions to this request for bid, they must be listed with an explanation for each exception on a separate sheet. Additionally, provide any further information you would like to communicate for further consideration by the City of Evanston in awarding this bid.

N/A
EXHIBIT A – BID FORM
For
Watercraft Maintenance and Service
(BID No. 18-11)

1.01 BID TO:

THE CITY OF EVANSTON
2100 Ridge Avenue
Evanston, Illinois 60201

hereinafter called "OWNER".

1.02 BID FROM:

Full Throttle Marine Inc.
(Hereinafter call "BIDDER")
93 Noll St. Waukegan, IL 60085
Address
847 662-1000
Telephone Number
847 360 0035
Fax Number

1.03 BID FOR: WATERCRAFT MAINTENANCE AND SERVICE

1.04 ACKNOWLEDGEMENT:
A. The Bidder, in compliance with the Invitation for Bids, having carefully examined the Drawings and Project Manual with related documents and having visited the site of the proposed Work, and being familiar with all of the existing conditions and limitations surrounding the construction of the proposed project, including the structure of the ground, subsurface conditions, the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the Work to be performed, hereby PROPOSES to perform everything required to be performed, and to provide all labor, materials, necessary tools and equipment, expendable equipment, all applicable permits and taxes and fees, and provide all utility and transportation services necessary to perform and complete in a workmanlike manner the Project in accordance with all the plans, specifications and related Contract Documents as prepared by the City of Evanston.
B. The undersigned hereby acknowledges receipt of Invitation of Bids, Instruction to Bidder, the Project Manual, Drawings, and other Contract Documents and acknowledges receipt of the following Addenda:

Addendum No. N/A Dated ____
Addendum No. N/A Dated ____
Addendum No. N/A Dated ____

1.05 GENERAL STATEMENTS

A. The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned.

B. It is understood that the right is reserved by the Owner to reject any or all proposals, to waive all informality in connection therewith and to award a Contract for any part of the work or the Project as a whole.

C. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.

D. It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

E. It is agreed that the undersigned has complied and/or will comply with all requirements concerning licensing and with all other local, state and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the Contract to him, and/or in the prosecution of the Work required hereunder.

F. To be considered a bona fide offer, this proposal must be completed in full and accompanied by a bid deposit or a bid bond when required by Contract Documents or Addenda.

1.06 ALTERNATES

A. When alternate proposals are required by Contract Documents or Addenda thereto, the undersigned proposes to perform alternates for herein stated additions to or deductions from hereinbefore stated Base Bid. Additions and deductions include all modifications of Work or additional Work that the undersigned may be required to perform by reason of the acceptance of alternates.
1.07 AGREEMENT
A. In submitting this Bid, the undersigned agrees:
   1. To hold this Bid open for sixty (60) days from submittal date.
   2. To enter into and execute a Contract with the Owner within ten (10) days after receiving Notice of Award from the Owner.
   3. To accomplish the work in accordance with the Contract Documents.
   4. To complete the work by the time stipulated in the General Conditions
B. The Owner reserves the right to reject any and all Bids and to waive any informalities in Bidding.

1.08 SCHEDULE
A. See General Conditions for required schedule of completion dates.

1.09 PROPOSED PRICES
A. The Bidder hereby proposes to furnish all labor, materials, equipment, transportation, construction plant and facilities necessary to complete, in a workmanlike manner and in accordance with the contract documents, the contract of work bid upon herein for compensation in accordance with the following prices:

   BASE BID AMOUNT: $31,158.25

1.10 MATERIAL SUBSTITUTION SHEET
The following is a schedule of substitute materials I propose to furnish on this job, with the difference in price being added to or deducted from the Base Bid. The Base Bid is understood to include only those items which are definitely specified by trade names or otherwise.

I understand that if no price difference is indicated, then the selection of materials is optional with the Owner, and approval or rejection of the substitution below will be indicated prior to signing of Contracts.

<table>
<thead>
<tr>
<th>PRODUCT NAME AND/OR MANUFACTURER</th>
<th>ADD</th>
<th>DEDUCT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1.11 PROPOSAL SIGNATURE (REQUIRED)

A. SOLE PROPRIETOR

Signature of Bidder: ____________________________________________

SUBSCRIBED AND SWORN to before me this ___ day of___, 20___

Notary Public

Commission Expires: _________________________

B. PARTNERSHIP

Signature of All Partners:

__________________________________________  Name (typed or printed)

__________________________________________  Name (typed or printed)

SUBSCRIBED AND SWORN to before me this ___ day of___, 20___

Notary Public

Commission Expires: _________________________

C. CORPORATION

Signature of Authorized Official: C.

Title: President

Name above (typed or printed): Christine Cooney

(If other than the president, attach a certified copy of that section of corporate by­

laws or other authorization by the Corporation which permits the person to
execute the offer for the Corporation.)

(Corporate Seal)

Attest: _____________________________
Secretary

SUBSCRIBED AND SWORN to before me this ___ day of___, 20___

Notary Public

Commission Expires: 10/30/18

OFFICIAL SEAL

THERESA L HATTON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/30/18

324 of 485
1.12 DISCLOSURE
   A. The undersigned duly sworn deposes and says on oath that the bidder has
      withheld no disclosures of ownership interest and the information provided
      herein to the best of its knowledge is current and said undersigned has not
      entered into any agreement with any other bidder or prospective bidder or
      with any other person, firm or corporation relating to the price named in said
      proposal or any other proposal, nor any agreement or arrangement under
      which any person, firm or corporation is to refrain from bidding, nor any
      agreement or arrangement for any act or omission in restraint of free
      competition among bidders and has not disclosed to any person, firm or
      corporation the terms of this bid or the price named herein.

      Bidder: Full Throttle Marine Inc.
      Business Address: 93 Noll St.
                      Waukegan, IL 60085
      Telephone Number: 847 662 1000

1.13 CONTACTS
   A. In the event the Evanston City Council approves this bid response, list the
      name, address, telephone, and fax number of the person to be contacted to
      place an order:

      Bidder: Steve Hanrahan
      Address: 93 Noll St.
               Waukegan, IL 60085
      Telephone Number: 847 662 1000
      Fax Number: 847 360 0035
1.14 REFERENCES

A. Provide three (3) references for which your firm has completed work of a similar scope in the past.

1. Name: United States Navy
   Address: 1115 Barry Great Lakes, IL
   Contact Person: General
   Phone: 847-688-2670
   Contract Value: $24,765,00
   Contract Dates: 9/11/11

2. Name: Lake County Forest Preserves
   Address: Libertyville, IL
   Contact Person: General - Ryan
   Phone: 847-968-3484
   Contract Value: $912,400
   Contract Dates: 12/26/15

3. Name: Noll Ave Property LLC
   Contact Person: Mike
   Phone: 847-782-8100
   Contract Value: $2500,00
   Contract Dates: 12/15/17 - 3/15/18
   Address: 135 N. Greenleaf Gurnee, IL
EXHIBIT B—CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY
(Only if Contract Exceeds $10,000)

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION OF BIDDER**

**Full Throttle Marine Inc.** 93 Noll St, Naukegan, IL 60085

Name and Address of Bidder (Include ZIP Code)

**IRS EMPLOYER I.D. NUMBER** 36-51-220291

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. 
   - ![Yes]  ![No]

2. Bidder has filed all compliance reports due under applicable instructions. 
   - ![Yes]  ![No]

3. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? 
   - ![Yes]  ![No]

**Name:** Christine Courtney

**Title:** President

**Signature:**

**Date:** 3/11/2018
EXHIBIT C – DISCLOSURE OF OWNERSHIP INTERESTS

City of Evanston Ordinance 15-0-78 requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their bid. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME: Full Throttle Marine Inc.
APPLICANT ADDRESS: 93 Noll St. Waukegan, IL 60085
TELEPHONE NUMBER: 847 662 1000
FAX NUMBER: 847 360 0035

APPLICANT is (Check One)
1. Corporation (✓) 2. Partnership ( ) 3. Sole Owner ( ) 4. Association ( )
5. Other ( )

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

SECTION I - CORPORATION

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

Christine Cowhey 93 Noll St. Waukegan, IL 60085
Steve Hannum 93 Noll St. Waukegan, IL 60085

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

N/A
1c. (Answer only if corporation has fewer than 33 shareholders.) Names and addresses of all shareholders and percentage of interest of each therein. (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.

Date 3/3/2018

Signature of Person Preparing Statement

President

ATTEST: Theresa L. Hatton

Notary Public

Commission Expires: 10/30/18

EXHIBIT C
EXHIBIT D - ADDITIONAL INFORMATION SHEET

Bid/Proposal Name: Watercraft Maintenance and Service

Bid/Bid Number #: 18-11

Company Name: Full Throttle Marine Inc.

Contact Name: Steve Hannum

Address: 93 Noll St.

City, State, Zip: Waukegan, IL 60085

Telephone/FAX #: 847-962-1000 / 847 360 0035

E-mail: Steve@fullthrottlemarine.net

Comments: __________________________

__________________________________

__________________________________

__________________________________

__________________________________

__________________________________

__________________________________
EXHIBIT E – CONFLICT OF INTEREST

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

Bidder 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.

Christine Cowhey
(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 2 day of March 2018

Notary Public
Commission Expires: 10/30/18

“OFFICIAL SEAL”
THERESA L HATTON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/30/18
Memorandum

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

From: Kimberly Richardson, Acting Director of Administrative Services
       Sean Ciolek, Division Manager of Facilities and Fleet
       Lukasz Tatara, Facilities Supervisor
       Mark Wegener, Facilities Master Tradesman

Subject: Recommendation for Chemical Water Treatment for HVAC Equipment in Various City Facilities

Date: March 24, 2018

Recommended Action:
Staff requests approval to renew a three-year contract with H-O-H Water Technology, Inc., a sole vendor, to continue service providing chemical treatment of water HVAC systems in various City facilities. The contract include three (3) one (1) year extensions, subject to the acceptable performance of the vendor. The total cost of the three-year contract is $40,341, which includes a 1.5% increase each year.

Funding Source:
Funding for this expenditure is as follows:
100.19.1950.62509 (FM Service Agreements) $13,248.00 in 2018
100.19.1950.62509 (FM Service Agreements) $13,446.00 in 2019
100.19.1950.62509 (FM Service Agreements) $13,647.00 in 2020
100.19.1950.62509 (FM Service Agreements) $13,851.00 in 2021 (Optional extension)
100.19.1950.62509 (FM Service Agreements) $14,058.00 in 2022 (Optional extension)
100.19.1950.62509 (FM Service Agreements) $14,268.00 in 2023 (Optional)

Livability Benefits:
Climate & Energy: Improve energy and water efficiency
Natural Systems: Protect and restore natural ecosystems.

Summary:
The City of Evanston had a service agreement in 2017 with H-O-H Water Technology, Inc. to properly analyze and treat the water HVAC systems in a manner which has reduced chemical handling by City staff while also enhancing environmental compliance at our facilities. Facilities Management staff recommends that these proprietary services
be continued to control scale, corrosion and fouling in the condenser cooling water, control microbiological activity in the cooling tower, protect the hot and chilled closed recirculating water systems against corrosive attack and completely treat steam boilers and corresponding steam and condensate lines to prevent oxygen pitting, scale and acidic corrosion. These services would be continued in various City facilities including the Lorraine H. Morton Civic Center, the Main Library, the Police Department HQ, Fire Station 3, Noyes Cultural Arts Center, Fleetwood Jourdain Community Center, Harley-Clarke Mansion and the Service Center as described in the attached quote. This is a necessary treatment that will improve the safety and reliability of these systems over time, allow them to work efficiently as well as increase the lifespan of the equipment.

Attachments:
Multi-Year Quote
February 23, 2018

Mr. Mark Wegener
City of Evanston
2100 Ridge Ave.
Evanston, Illinois 60201

Re: Water Treatment for Eight City of Evanston Buildings

Dear Mr. Wegener:

H-O-H Water Technology is pleased to submit the following quotation of water treatment chemical and service for the open Condenser Cooling Water System, the Closed Loop Hot and Chilled Water systems, and the Steam Boiler Systems at your eight buildings.

In this proposal, we wish to convey that H-O-H Water Technology is uniquely qualified to offer a comprehensive water treatment program that will have a positive impact on your present and future chemical, energy, and water usage costs for your properties.

Since our founding in 1968, H-O-H Water Technology has responsibly applied technologies to conserve water, reduce chemical handling, and enhance environmental compliance at customer facilities. We appreciate the opportunity to submit this proposal and look forward to discussing it with you. Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

H-O-H Water Technology, Inc.

Alex Gowgiel

Alex Gowgiel
**H-O-H Water Technology’s Standard Practices and Procedures**

**Drum Recycling**

As part of our service and at no additional charge, H-O-H Water Technology will remove for recycling all of our empty chemical containers. This environmentally friendly program provided to all of our customers removes the burden of disposal from you, as it keeps chemical drums out of our landfills. Drums should be empty with both bungs in place.

**Bulk Delivery**

Where applicable, H-O-H Water Technology will bulk deliver chemical to its point of use with our own personnel at no additional charge. The handling of water treatment chemical drums by your staff would therefore be eliminated.

**Guarantee**

H-O-H Water Technology guarantees scale-free conditions within your facilities boiler and cooling water systems, so long as our products are being applied according to our recommendations and tested on a regular basis.

**Personal On-Site Service**

H-O-H Water Technology will provide on-site service, at no charge, on a monthly basis to help administer our water treatment program. Our service schedule is flexible to accommodate your schedule, but monthly service will be scheduled for the third Wednesday of the month at 1:00 PM. At the time of each service visit, a complete analysis of the water-using systems will be performed, with written reports left with designated personnel.

**Research, Laboratory, and Manufacturing Back-up**

All H-O-H field engineers are backed by the services of our laboratory staff in our state of the art facility in Palatine, Illinois. There, in depth laboratory analysis can help find solutions to complex problems. Corrosion coupon monitoring is also offered at no additional charge.

Our modern manufacturing plant and office facilities, also in Palatine, allows for the quick shipment of quality products from stock. H-O-H Water Technology, at your convenience, will be happy to provide a tour of our plant and laboratory facilities.
H-O-H Water Technology's Standard Practices and Procedures

Technical Experience and Reputation

H-O-H Water Technology has been in operation since 1968. Collectively through its personnel, over 400 years of water treatment experience has been provided. H-O-H Water Technology stands willing to offer its expertise with respect to every facet of the water treatment industry, and in doing so, we feel second to none.

Training

Operator training will be provided as needed at your buildings. H-O-H Water Technology will institute a comprehensive program that will acquaint your personnel with our products and test procedures.
Condenser Cooling Water Systems

Scale and Corrosion Control
For the control of scale, corrosion, and fouling in the condenser cooling water, we recommend the continued use of our C-458 Liquid Cooling Water Treatment. The unique blend of scale control agents in C-458 can maintain vital heat transfer surfaces at maximum efficiency without the use of acid. The formulated corrosion inhibitors in C-458 will provide protection against both pitting and general type corrosive action without the use of chromate. C-458 will be fed at a rate of 1/3 pound per 1000 gallons of make-up at five cycles of concentration.

Tower Biological Control
To control microbiological activity, we recommend the use of H-O-H Water Technology’s A-11 Oxidizing Microbiocide and A-615 Non-Oxidizing Microbiocide. A-615 contains mixed Isothiazolins that control bacteria, algae, and fungi at very low active levels. A-615 works well and is enhanced with A-11. It is fed on a slug feed basis weekly. A-11 is an oxidizing Microbiocide that contains chlorine and bromine in a stabile liquid form for the control of biofilm, bacteria, and fungi in open recirculating water systems. The greatly enhanced stability results in low usage, high residual lifetime, and rapid and broad-spectrum kill. The qualities of A-11 translate to product performance that far surpasses any chlorine or bromine release agent currently available. A-11 is fed at a dosage rate of 0.1 - 0.15 pounds per 1,000 gallons of make-up. To control the feed of A-11 & A-615, we would use the existing chemical pumps tied into the control panel.

There are increasing regulations on Legionella bacteria. ASHRAE is working on a protocol to be out soon that revolves around a written water management plan of assessing potential hazards of Legionella bacteria and having a plan to eliminate it. We recommend a program of monitoring and a water management plan. As part of a treatment program, we will include an inspection of the system and provide recommendations for Legionella control. We are working with a certified lab with the CDC for Legionella testing. I have included separate pricing for the Legionella testing of your cooling tower systems.

ASHRAE SPC 188 website: http://spc188.ashraepcs.org/index.html

Closed Recirculating Systems

Chemical
For the complete protection of the closed recirculating water systems against corrosive attack, we recommend the continued use of our CS-38 Liquid Closed System Treatment. CS-38 is a nitrite/borate based corrosion inhibitor that can be used effectively in both hot and chilled closed water recirculating systems. CS-38 is compatible with ethylene glycol and is used at a dosage of seven gallons per 1000 gallons of system volume. Since the system is "closed", once properly treated, additional treatments are required only to replace water losses.
Steam Boiler Water System

Boiler Water Chemical

For the complete treatment of the steam boiler and its corresponding steam and condensate lines, we recommend the use of H-O-H Water Technology’s B-602 Liquid Boiler Water Treatment. B-602 is a complete treatment formulated specifically to prevent oxygen pitting and scale in low pressure, low make-up steam boilers and acidic corrosion in steam condensate systems. It is a single, pre-mixed, ready-to-use treatment for your safety and your convenience. With this product, there is a minimum of handling by the engineer, and absolutely no unhealthy mixing of powders required. B-602 is used at a dosage rate of 1.0 gallons of B-602 per 1000 gallons of make-up water.

No sulfite is used in B-602. Sulfite is an oxygen scavenger, and in low pressure heating boilers, sulfite is almost impossible to control. In fact, in many cases, the use of sulfite in this type of boiler can do more harm than good. B-602 passivates boiler surfaces with corrosion inhibitors.
Mr. Mark Wegener  
City of Evanston  
2100 Ridge Ave.  
Evanston, Illinois 60201

RE: Chemical Water Treatment for Civic Center, Library, Police Department, Fire 3, Noyes, Fleetwood, Harley-Clark Mansion, and Service Facility

Chemical

C-458 Liquid Cooling Water Treatment  
A-11 Liquid Oxidizing Biocide Treatment  
A-615 Liquid Non-Oxidizing Biocide Treatment  
B-602 Liquid Boiler Water Treatment  
CS-38 Liquid Closed System Treatment  
CS-50 Liquid Aluminum-Containing Closed System Treatment

Testing Reagents

2018 ANNUAL TREATMENT COST - FIXED CONTRACT…$ 13,248.00  
2018 Monthly Payment..................$ 1,104.00

This price is guaranteed for one year and is based on treating the condenser cooling water, the closed recirculating water systems, and the steam boiler systems at the facilities listed above. The following years will increase 1.5% per year, per the following schedule:

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Cost</th>
<th>Monthly Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$13,446.00</td>
<td>$1,120.50</td>
</tr>
<tr>
<td>2020</td>
<td>$13,647.00</td>
<td>$1,137.25</td>
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</tbody>
</table>

OPTIONAL CONTRACT EXTENSIONS

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Cost</th>
<th>Monthly Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>$13,851.00</td>
<td>$1,154.25</td>
</tr>
<tr>
<td>2022</td>
<td>$14,058.00</td>
<td>$1,171.50</td>
</tr>
<tr>
<td>2023</td>
<td>$14,268.00</td>
<td>$1,189.00</td>
</tr>
</tbody>
</table>

Notes:
1. All necessary chemicals will be shipped at no charge
2. Price includes all necessary test reagents
3. Price does not include equipment items (see attached quote) or glycol.

Delivery: 3 – 5 Business Days  
By: Alex Gowgiel

Conditions:
1. Above Quotation is Firm for Sixty (60) Days.
2. Price is for Material as Specified Only.
3. No installation or Erection Included.
4. Prices Subject To All Applicable Sales or Use Tax.
5. All Orders Subject to Acceptance from Home Office.
Mr. Mark Wegener  
City of Evanston  
2100 Ridge Ave.  
Evanston, Illinois 60201

**Chemical Treatment Equipment**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) E4430327 Closed System Filter Vessel, ¾&quot; in/out, Single 10&quot; Cartridge</td>
<td></td>
<td>$269.00</td>
</tr>
<tr>
<td>One (1) E440313 Bypass Feeder, 5 gallon capacity, 300 psi maximum, ¾&quot; in/out</td>
<td></td>
<td>$382.00</td>
</tr>
<tr>
<td>One (1) E302600 Makeup Water Meter, 1&quot; NPT, 50 gallons per contact, bronze</td>
<td></td>
<td>$824.00</td>
</tr>
<tr>
<td>One (1) E3800034 Boiler Chemical Feed Controller, two relay outputs, two meter inputs</td>
<td></td>
<td>$406.00</td>
</tr>
<tr>
<td>One (1) E3240545 Chem-Tech Peristalatic Chemical Metering Pump, 23 gallons per day, 7 day timer</td>
<td></td>
<td>$600.00</td>
</tr>
<tr>
<td>One (1) E440671 Boiler Water Sample Cooler, ¼&quot; / ½&quot; in/out, 316 Stainless Steel</td>
<td></td>
<td>$668.00</td>
</tr>
<tr>
<td>One (1) E360645 60 gallon bulk storage tank with containment</td>
<td></td>
<td>$569.00</td>
</tr>
</tbody>
</table>

**Delivery:** 3 – 5 Business Days

**Conditions:**

1. Above Quotation is Firm for Sixty (60) Days.
2. Price is for Material as Specified Only.
3. No installation or Erection Included.
4. Prices Subject To All Applicable Sales or Use Tax.
5. All Orders Subject to Acceptance from Home Office.

By: Alex Gowgiel

Where Water Works
For City Council meeting of April 9, 2018
Ordinance 49-O-18: Alley Paving Special Assessment No. 1523
For Introduction

Memorandum

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

From: David Stoneback, Public Works Agency Director
      Lara Biggs, P.E., Bureau Chief – Capital Planning / City Engineer
      Chris Venatta, P.E., Senior Project Manager

Subject: Alley Paving Special Assessment No. 1523
         Ordinance 49-O-18

Date: April 9, 2018

Recommended Action:
Staff recommends City Council adopt Ordinance 49-O-18 allowing the paving of the alley north of Payne Street and east of McDaniel Avenue through the Special Assessment Process.

Funding Source:
Funding will be from: 2018 Capital Improvement Program (CIP) General Obligation Bonds (Account 415.40.4118.65515 – 418003) in the amount of $220,395.00, which has $250,000 budgeted in FY 2018; and Special Assessment funds (Account 415.40.4218.65515 – 418003) in the amount of $220,395.00, which has $250,000 budgeted in FY 2018. The remaining balance in both accounts is $250,000.

Livability Benefits:
Built Environment: Enhance public spaces

Detailed Funding Analysis:
The 2018 CIP Fund has a budget allocation of $500,000 for special assessment alley improvements. The total estimated construction cost for this alley is $440,790.00 and the share of the adjacent property owners comes to $220,395.00 plus 9.0% for engineering and legal expenses for a total of share of $240,230.55. The property owners will reimburse the City for their share of the project cost in one lump-sum payment or in installments for up to 10 years plus interest. The following table summarizes the project costs:
<table>
<thead>
<tr>
<th>Budget Description</th>
<th>Account</th>
<th>Project Number</th>
<th>Budget Amount</th>
<th>Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alley Paving - GO Bonds</td>
<td>415.40.4118.65515</td>
<td>418003</td>
<td>$250,000</td>
<td>$220,395.00</td>
</tr>
<tr>
<td>Alley Paving - SSA</td>
<td>415.40.4218.65515</td>
<td>418003</td>
<td>$250,000</td>
<td>$220,395.00</td>
</tr>
</tbody>
</table>

**Total Estimated Construction Cost:** $440,790.00

**Summary:**
The alley paving project was initiated by a petition from the property owners adjacent to this alley. The petition contained signatures of 56.25% of the abutting property owners showing support of the project. The petition was accepted by the Board of Local Improvements (BLI) on March 8, 2016. City staff then proceeded with the design of the alley paving project.

A public hearing for the project was held on March 15, 2018 to share the project design and to receive public comments. At the public hearing, there were additional votes for the project raising the percentage of signatures to 60.60% in favor. The BLI voted to recommend to the City Council that the alley be paved through the special assessment process.

**Attachments:**
Ordinance 49-O-18 with the recommendation of BLI and estimate of BLI Engineer
AN ORDINANCE

To Approve the Construction of a Local Improvement Known as Evanston Special Assessment No. 1523

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, ILLINOIS:

SECTION 1: A local improvement shall be made within the City of Evanston, County of Cook, and State of Illinois, the nature, character, locality and description of which is as follows, to-wit:

The unimproved public alley in the block bounded on the north by Noyes Street, on the east by Pioneer Road, on the south by Payne Street, and on the west by McDaniel Avenue, in the City of Evanston, County of Cook, State of Illinois, be improved by excavating, constructing the necessary drainage system and paving with 8" Portland Cement Concrete Pavement, to a width of sixteen feet (16’).

SECTION 2: The Recommendation (Exhibit A) of the Board of Local Improvements of the City of Evanston, Illinois, of this Ordinance, and the Estimate of the Cost (Exhibit B) of said improvement made by the Engineer of said Board, both attached hereto, be and the same are hereby approved and by reference thereto made a part hereof.

SECTION 3: Said improvement shall be made and the cost thereof, including the sum of Four Hundred Eighty Thousand Four Hundred Sixty One and 10/100 Dollars ($480,461.10), being the cost of making and collecting the Assessment
and all other expenses as provided by law, shall be paid for by Special Assessment in accordance with the *Illinois Municipal Code*, Chapter 65, Section 5/9-2-1, *et seq.*

**SECTION 4:** Two Hundred Forty Thousand Two Hundred Thirty One and 55/100 Dollars ($240,231.55) of the cost of said improvement shall be allocated by the City; and the remainder of the cost, Two Hundred Forty Thousand Two Hundred Thirty One and 55/100 Dollars ($240,231.55) will be allocated as private benefit.

**SECTION 5:** The aggregate amount to be assessed and each individual assessment shall be divided into ten (10) installments in the manner provided by law, and each of said installment shall bear interest at the rate of three percent (3%) per annum from sixty (60) days after the date of the first voucher issued on account of work done upon said proposed improvement.

**SECTION 6:** That, for the purpose of anticipating the collection of the installments of said assessment levied against the real estate benefited thereby, general obligation bonds have been issued, up to Two Hundred Forty Thousand Two Hundred Thirty One and 55/100 Dollars ($240,231.55) of which are payable by the City, homeowners pay up to Two Hundred Forty Thousand Two Hundred Thirty One and 55/100 Dollars ($240,231.55) of which are payable out of said installments, bearing interest at the rate of three percent (3%) per annum, payable annually and signed on behalf of the City of Evanston, Illinois, by its Mayor and attested by its City Clerk and its corporate seal affixed thereto; and each interest coupon attached to said bonds shall likewise be executed by and shall bear the official or facsimile signature of the same officers who signed said bonds and who, if facsimile signatures are used, do adopt by
their execution of said bonds as and for their proper signatures their respective facsimile signatures appearing on said coupons; and that said bonds shall be issued in accordance with and shall be in all respects conform to the provisions of an Act of the General Assembly of the State of Illinois, known as the “Illinois Municipal Code,” effective July 1, 1961, and the Amendments thereto.

SECTION 7: That David Stoneback, President of the Board of Local Improvements of the City of Evanston, Illinois, be and he is hereby directed to file a Petition in the Circuit Court of Cook County, Illinois, praying that steps may be taken to levy a Special Assessment to pay the cost of said improvement in accordance with the provisions of this ordinance and in the manner prescribed 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 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: 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:________________________

Approved as to form:

_____________________________
Devon Reid, City Clerk

Michelle L. Masoncup, Interim City Attorney
Exhibit A

Recommendation
SPECIAL ASSESSMENT NO. 1523
RECOMMENDATION OF THE BOARD OF LOCAL IMPROVEMENTS TO THE CITY COUNCIL OF THE CITY OF EVANSTON, ILLINOIS

The Board of Local Improvements of the City of Evanston, Illinois, herewith submits the draft of Ordinance 49-0-18 for the making of a local improvement within the City of Evanston, County of Cook, and State of Illinois, the nature, character, locality and description of which is as follows, to-wit:

The unimproved public alley in the block bounded on the north by Noyes Street, on the east by Pioneer Road, on the south by Payne Street, and on the west by McDaniel Avenue, in the City of Evanston, County of Cook, State of Illinois, be improved by excavating, constructing the necessary drainage system and paving with 8" Portland Cement Concrete Pavement, to a width of sixteen feet (16').

and, as part of said Ordinance, and in conjunction therewith, said Board also herewith submits the plans and specifications of an estimate of the cost of said improvement, including the cost of engineering services, as finally determined by said Board; and said Board hereby recommends the passage of Ordinance 49-0-18 and the making of the improvement described therein.

Respectfully submitted,

BOARD OF LOCAL IMPROVEMENTS
CITY OF EVANSTON, ILLINOIS

By:

David Stoneback, President

MICHELLE L. MASONCUP
MARIO TRETO, JR.
CITY OF EVANSTON LAW DEPARTMENT
2100 RIDGE AVENUE
EVANSTON, ILLINOIS 60201
(847) 866-2937
Attorney Code 48996

Date: February 13, 2018
Exhibit B

Estimate
ESTIMATE OF ENGINEER OF BOARD OF LOCAL IMPROVEMENTS

To the Board of Local Improvements of the City of Evanston:

Pursuant to a Resolution of the Board of Local Improvements of the City of Evanston, heretofore adopted, providing that the unimproved public alley in the block bounded by Noyes Street on the north, Payne Street on the south, McDaniel Avenue on the west, and Pioneer Road on the east, in the City of Evanston, be improved by excavating, constructing the necessary drainage system and paving with 8" Portland Cement Concrete Pavement, to a width of sixteen feet (16').

Said improvement to be constructed in detail as specified in aforesaid Resolution.

I, herewith submit an estimate of cost of such improvement as described in said Resolution, including labor, materials, and all other lawful expenses attending the proceedings for making said improvement and the cost of making and collecting the assessment therefore as provided by law.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EARTH EXCAVATION</td>
<td>CU. YD.</td>
<td>484</td>
<td>55.00</td>
<td>$26,620.00</td>
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<tr>
<td>2</td>
<td>TRENCH BACKFILL</td>
<td>CU. YD.</td>
<td>438</td>
<td>40.00</td>
<td>$17,520.00</td>
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<td>3</td>
<td>SUB-BASE GRANULAR MATERIAL, TYPE B</td>
<td>CU. YD.</td>
<td>40</td>
<td>65.00</td>
<td>$2,600.00</td>
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<td>4</td>
<td>GRANULAR CRADLE MATERIAL, CA-11</td>
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<td>165</td>
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<td>$4,125.00</td>
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<td>5</td>
<td>AGGREGATE BASE COURSE, TYPE 8/10</td>
<td>SQ. YD.</td>
<td>30</td>
<td>12.00</td>
<td>$360.00</td>
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<tr>
<td>6</td>
<td>INCIDENTAL HOT-MIX ASPHALT SURFACING</td>
<td>TON</td>
<td>5</td>
<td>250.00</td>
<td>$1,250.00</td>
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<tr>
<td>7</td>
<td>PORTLAND CEMENT CONCRETE PAVEMENT, 8'</td>
<td>SQ. YD.</td>
<td>1,615</td>
<td>60.00</td>
<td>$96,900.00</td>
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<td>8</td>
<td>STORM SEWERS, SPECIAL, 10&quot; (D. I. P. / CL. 50)</td>
<td>FOOT</td>
<td>241</td>
<td>125.00</td>
<td>$30,125.00</td>
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<tr>
<td>9</td>
<td>STORM SEWERS, 12&quot;, TYPE 2</td>
<td>FOOT</td>
<td>185</td>
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<tr>
<td>10</td>
<td>STORM SEWERS, SPECIAL 12&quot; (D. I. P. / CL. 50)</td>
<td>FOOT</td>
<td>30</td>
<td>145.00</td>
<td>$4,350.00</td>
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<td>11</td>
<td>CATCH BASIN, TYPE A, 4&quot; DIAMETER, TYPE 1 FRAME, OPEN LID</td>
<td>EACH</td>
<td>1</td>
<td>6,500.00</td>
<td>$6,500.00</td>
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<tr>
<td>12</td>
<td>MANHOLE, TYPE A, 4&quot; DIAMETER, TYPE 1 FRAME, OPEN LID</td>
<td>EACH</td>
<td>3</td>
<td>6,000.00</td>
<td>$18,000.00</td>
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<tr>
<td>13</td>
<td>INLET, TYPE A, TYPE 1 FRAME, OPEN LID</td>
<td>EACH</td>
<td>6</td>
<td>2,000.00</td>
<td>$12,000.00</td>
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<tr>
<td>14</td>
<td>MANHOLE TO BE ADJUSTED</td>
<td>EACH</td>
<td>1</td>
<td>525.00</td>
<td>$525.00</td>
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<tr>
<td>15</td>
<td>COMBINATION CONCRETE CURB AND GUTTER, TYPE B, 6.12</td>
<td>FOOT</td>
<td>225</td>
<td>30.00</td>
<td>$6,750.00</td>
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<tr>
<td>16</td>
<td>PAVEMENT REMOVAL</td>
<td>SO. YD.</td>
<td>65</td>
<td>25.00</td>
<td>$1,625.00</td>
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<tr>
<td>17</td>
<td>DRIVEWAY PAVEMENT REMOVAL</td>
<td>SO. YD.</td>
<td>535</td>
<td>18.00</td>
<td>$9,630.00</td>
</tr>
<tr>
<td>18</td>
<td>COMBINATION CURB AND GUTTER REMOVAL</td>
<td>FOOT</td>
<td>220</td>
<td>8.00</td>
<td>$1,760.00</td>
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<tr>
<td>19</td>
<td>SIDEWALK REMOVAL</td>
<td>SQ. FT.</td>
<td>510</td>
<td>2.50</td>
<td>$1,275.00</td>
</tr>
<tr>
<td>20</td>
<td>PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT - 6'</td>
<td>SO. YD.</td>
<td>535</td>
<td>68.00</td>
<td>$36,380.00</td>
</tr>
<tr>
<td>21</td>
<td>PORTLAND CEMENT CONCRETE SIDEWALK - 5'</td>
<td>SQ. FT.</td>
<td>510</td>
<td>8.00</td>
<td>$4,080.00</td>
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<td>22</td>
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<td>2.00</td>
<td>$4,200.00</td>
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<td>23</td>
<td>CRUSHED STONE, CA-14</td>
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<td>30</td>
<td>40.00</td>
<td>$1,200.00</td>
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<tr>
<td>24</td>
<td>FURNISHING AND PLACING TOPSOIL, 3&quot;</td>
<td>SO. YD.</td>
<td>120</td>
<td>8.00</td>
<td>$960.00</td>
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<tr>
<td>25</td>
<td>SEEDING, SALT TOLERANT</td>
<td>SO. YD.</td>
<td>120</td>
<td>15.00</td>
<td>$1,800.00</td>
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<td>26</td>
<td>CLASS B PATCHES, SPECIAL 6&quot; (HES)</td>
<td>SO. YD.</td>
<td>30</td>
<td>110.00</td>
<td>$3,300.00</td>
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<tr>
<td>27</td>
<td>DETECTABLE WARNINGS</td>
<td>SQ. FT.</td>
<td>60</td>
<td>45.00</td>
<td>$2,700.00</td>
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<td>HOT-MIX ASPHALT SURFACE REMOVAL</td>
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<td>80</td>
<td>30.00</td>
<td>$2,400.00</td>
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<td>29</td>
<td>TEMPORARY FENCE</td>
<td>FOOT</td>
<td>120</td>
<td>5.00</td>
<td>$600.00</td>
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</table>
## Estimate of Engineer of BLI - S.A. 1523
(Alley N/Payne St., E/McDaniel Ave.)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>CONSTRUCTION LAYOUT AND STAKING</td>
<td>LUM. SUM.</td>
<td>1</td>
<td>$6,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>31</td>
<td>STREET SWEEPING</td>
<td>EACH</td>
<td>4</td>
<td>$500.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>32</td>
<td>SOIL DISPOSAL ANALYSIS</td>
<td>LUM. SUM.</td>
<td>1</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>33</td>
<td>NON SPEC/SPECIAL WASTE DISPOSAL</td>
<td>QYD</td>
<td>550</td>
<td>$60.00</td>
<td>$33,000.00</td>
</tr>
<tr>
<td>34</td>
<td>CLOSED CIRCUIT TV INSPECTION</td>
<td>LUM. SUM.</td>
<td>1</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>35</td>
<td>PRE-CONSTRUCTION SURFACE VIDEO TAPING</td>
<td>LUM. SUM.</td>
<td>1</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>36</td>
<td>TREE REMOVAL (6 TO 15 INCH DIAMETER)</td>
<td>UNIT, DIA.</td>
<td>57</td>
<td>$30.00</td>
<td>$1,710.00</td>
</tr>
<tr>
<td>37</td>
<td>TREE REMOVAL (OVER 15 INCH DIAMETER)</td>
<td>UNIT, DIA.</td>
<td>16</td>
<td>$50.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>38</td>
<td>EPOXY PAVEMENT MARKING LINE-4&quot; YELLOW</td>
<td>FOOT</td>
<td>180</td>
<td>$30.00</td>
<td>$5,400.00</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>$440,790.00</td>
</tr>
</tbody>
</table>

Cost of Engineering Services.......................... $19,835.55
For Lawful Expenses, etc.................................. $19,835.55
Sub-Total.................................................... $39,671.10

### RECAPITULATION

- Construction Cost............................................. $440,790.00
- Engineering...................................................... $19,835.55
- Legal.............................................................. $19,535.55
- Total Cost....................................................... $480,461.10

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the above proposed improvement and the lawful expenses attending the same.

[Signature]

Larry N. Biggs, P.E.
City Engineer
Board of Local Improvements
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: April 9, 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 April 9, 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.

March 12, 2018  The Administration and Public Works Committee meeting was canceled so this item was held for the April 9, 2018 committee meeting.

**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:  
Approved as to form:  

_______________________________  
Devon Reid, City Clerk  
W. Grant Farrar, Corporation Counsel
Memorandum

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

From: W. Grant Farrar, Corporation Counsel
       Theresa Whittington, Administrative Adjudication & Liquor Licensing Manager

Subject: Ordinance 43-O-18, Decreasing the Number of Class C Liquor Licenses for A Bite of China, Inc., d/b/a Lao Sze Chuan, 1633 Orrington

Date: March 15, 2018

Recommended Action:
Staff recommends City Council adoption of Ordinance 43-O-18. Staff recommends suspension of the rules for Introduction and Action at the April 9, 2018 City Council meeting.

Livability Benefit:

Summary:
Ordinance 43-O-18 amends Evanston City Code of 2012 Subsection 3-4-6-(C), as amended, to decrease the number of authorized Class C liquor licenses from twenty-six (26) to twenty-five (25). A Bite of China, Inc., d/b/a Lao Sze Chuan, 1633 Orrington, is not renewing its liquor license. This Ordinance amends the City Code to reflect the decrease in Class C liquor licenses.

Legislative History:
N/A

Alternatives:
N/A

Attachments:
Ordinance 43-O-18
AN ORDINANCE
Amending City Code Section 3-4-6-(C) to Decrease the Number of Class C Liquor Licenses from Twenty-Six to Twenty-Five (A Bite of China, Inc., d/b/a Lao Sze Chuan, 1633 Orrington)

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:

| C | Hotel or Restaurant | Liquor | None | $4,300 | $4,300 | 26/25 | Core | 11 a.m.—
|   |                     |        |      |        |        |       |      | 1 a.m. (Mon-Wed); 11 a.m. – 2 a.m. (Thurs – Sat); 11 a.m. – 1 a.m. (Sun); 11 a.m. – 2 a.m. on New Year’s Day, Memorial Day, Fourth of July, Labor Day and Thanksgiving |

SECTION 2: Subsection 3-4-6-(C) of the Evanston City Code of 2012, as amended, is further amended by decreasing the number of Class C liquor licenses from twenty-six (26) to twenty-five (25) to read as follows:

(C) CLASS C licenses, which shall authorize the sale on the premises specified of alcoholic liquor only for consumption on the premises while food is available. Such licenses may be issued only to hotels or restaurants in the core area. Establishments holding Class C licenses must have some food service available when alcoholic liquor is being sold. The meanings of "hotel," "restaurant," and "core area" shall be as defined in 3-4-1 of this Chapter.

1. The sale of alcoholic liquor shall not take place between the hours of 1:00 a.m. and 11:00 a.m., except that sales may be made up to 2:00 a.m. on
Friday, Saturday, Sunday mornings and up to 2:00 a.m. on the mornings of January 1, Memorial Day, July 4, Labor Day and Thanksgiving; however, no such sales shall be made between 2:00 a.m. and 11:00 a.m. on Sunday.

2. A licensee operating a licensed restaurant which leases space in a hotel, may sell alcoholic liquor to registered guests of that hotel. Any alcoholic liquor sold must be consumed on the premises of the hotel, and be sold while food service is available in the restaurant or hotel.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license shall be four thousand three hundred dollars ($4,300.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of 3-4-7 of this Chapter, shall be four thousand five hundred fifteen dollars ($4,515.00).

No more than twenty-five (25) such license(s) shall be in force at any one (1) time.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 6: This ordinance shall be in full force and effect from and after

~2~

360 of 485
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
For City Council meeting of April 9, 2018
Ordinance 44-O-18: Decreasing Class D Liquor License Las Palmas
For Introduction & Action

Memorandum

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

From: W. Grant Farrar, Corporation Counsel
       Theresa Whittington, Liquor Licensing Manager & Legal Analyst

Subject: Approval of Ordinance 44-O-18, Decreasing the Number of Class D Liquor Licenses for Las Palmas Restaurant of Evanston, Inc., Dba Las Palmas of Evanston, 817 University Place

Date: March 16, 2018

Recommended Action:
Staff recommends City Council adoption of Ordinance 44-O-18. Staff recommends suspension of the rules for Introduction and Action at the April 9, 2018 City Council meeting.

Livability Benefit:

Summary:
Ordinance 44-O-18 amends Evanston City Code of 2012 Subsection 3-4-6-(D), as amended, to decrease the number of authorized Class D liquor licenses from fifty (50) to forty-nine (49). Las Palmas Restaurant of Evanston, Inc., Dba Las Palmas of Evanston, 817 University Place is closed. This Ordinance amends the City Code to reflect the decrease in Class D liquor licenses.

Legislative History:
N/A

Alternatives:
N/A

Attachments:
Ordinance 44-O-18
44-O-18

AN ORDINANCE

Amending City Code Section 3-4-6-(D) to Decrease the Number of Class D Liquor Licenses from Fifty to Forty-Nine
(Las Palmas Restaurant of Evanston, Inc., Dba Las Palmas of Evanston, 817 University Place)

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

SECTION 1: Class D of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>D</th>
<th>Restaurant</th>
<th>Liquor</th>
<th>None</th>
<th>$2,800</th>
<th>$2,800</th>
<th>50 to 49</th>
<th>None</th>
<th>11 a.m.—1 a.m. (Mon-Thurs); 11 a.m. – 2 a.m. (Fri-Sat); 12 p.m. – 1 a.m. (Sun)</th>
</tr>
</thead>
</table>

SECTION 2: Subsection 3-4-6-(D) of the Evanston City Code of 2012, as amended, is hereby further amended by decreasing the number of Class D liquor licenses from fifty (50) to forty-nine (49) to read as follows:

(D) CLASS D licenses, which shall authorize the retail sale in restaurants only of alcoholic liquor for consumption on the premises where sold. No such license may be granted to or retained by an establishment in which the facilities for food preparation and service are not primarily those of a "restaurant", as defined in 3-4-1 of this Chapter. Alcoholic liquor may be sold in restaurants holding Class D licenses only during the period when their patrons are offered a complete meal.

The applicant for the renewal only of such licenses may elect to pay the amount required herein semiannually or annually. Such election shall be made at the time of application.

The annual single-payment fee for initial issuance or renewal of such license shall be two thousand eight hundred dollars ($2,800.00).
The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be two thousand nine hundred forty dollars ($2,940.00).

No more than to fifty (50) forty-nine (49) 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

~2~

364 of 485
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. These Ordinances were introduced by City Council on March 12, 2018.

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
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>
<th>11 a.m.–2 a.m. (Sun–Wed); 11 a.m.–3 a.m. (Thurs-Sat)</th>
</tr>
</thead>
</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 Macchima 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>C</th>
<th>Hotel or Restaurant</th>
<th>Liquor</th>
<th>None</th>
<th>$4,300</th>
<th>$4,300</th>
<th>2526</th>
<th>Core</th>
<th>11 a.m.—1 a.m. (Mon-Wed); 11 a.m.—2 a.m. (Thurs—Sat); 11 a.m.—1 a.m. (Sun); 11 a.m.—2 a.m. on New Year’s Day, Memorial Day, Fourth of July, Labor Day and Thanksgiving</th>
</tr>
</thead>
</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:

Approved as to form:

Devon Reid, City Clerk

W. Grant Farrar, Corporation Counsel
City of Evanston
Application for Liquor License

Date: 2/21/18

Liquor Class: DOMESTIC
Initial license Fee: $4300

1. APPLICANT
A. Corporation name: LA MACCHINA CAFE LLC / FORCAS LLC

B. Business name: LA MACCHINA CAFE

C. Previous business name (if dba changed):

D. Business address (city, state, zip code):
   1620 O'RINGTON AVE, EVANSTON IL 60201

E. Business telephone: 847 425 1080
F. Business website: www.lamacchina-cafe.com
G. Business Email: ferdaunis@gmail.com
H. Illinois business tax REDACTED

2. BUSINESS ESTABLISHMENT LOCATION INFORMATION
A. Address applying for liquor license (exact street address):
   1620 O'RINGTON 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
   If yes, is it located within the "Retail Package Store Area"?
   □ Yes □ No

3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION
A. Business type: □ Restaurant □ Hotel □ Package store □ Grocery store □ Other (explain below):
   Describe the nature of the business / principal kind of business:
   ITALIAN RESTAURANT

Liquor to be served and/or sold: □ 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
- Sunday 11 am to 10 pm

Liquor will served or sold by:
- Glass □ Bottle □ Can □ Waitstaff □ Over the counter
4. BUSINESS SPECIFIC INFORMATION (for restaurants)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>C. Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>D. How many tables are or will be in the restaurant? What is the seating capacity?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is &quot;Yes,&quot; please attach the menu.</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>F. Does the restaurant currently hold or has applied for a City of Evanston food license?</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

5. BUSINESS SPECIFIC INFORMATION (for hotels)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 6.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>D. Does the hotel have at least 50 regular rooms for transients?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>E. Does the hotel currently hold or has applied for a City of Evanston food license?</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

6. BUSINESS SPECIFIC INFORMATION (for package stores)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell liquor upon the premises of a package store?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 7.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Is the package store premises located in the &quot;retail package store area&quot; as defined by the attached map?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>D. Has the applicant reviewed the Liquor Code definition of a &quot;package store&quot;?</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store? If your response is &quot;No,&quot; skip this section and proceed to section 8.</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>B. Does the grocery store premises consist of a grocery store and combination store under one roof?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximately how many square feet are provided? sq.ft.</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>D. Does the grocery store currently hold or has applied for a City of Evanston food license? If your response is &quot;Yes,&quot; what is the expected issue date?</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>
# City of Evanston annual Liquor License Application

## B. PREMISES OWNERSHIP INFORMATION

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the corporation own the premises for which this liquor license is being sought?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>If your response is &quot;Yes,&quot; attach a copy of ownership and proceed to section 9.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>What is the period covered by the lease?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What is the name of the Landlord?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What is the address of the Landlord? (please include city, state, and zip code.)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 5. ELIGIBILITY QUESTIONS

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has the owner or any relative had a business or liquor license revoked?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>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?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>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?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Does the owner/officer (s) owe any debt or unpaid tax to the City of Evanston?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>If yes, explain:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has the owner received assistance in preparing this application? If the response is &quot;Yes,&quot; please provide the information below.</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Telephone</th>
<th>Relationship</th>
</tr>
</thead>
</table>

I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

Signature of Applicant: [Signature]

Date: 2/21/2018
City of Evanston Liquor License Application

AFFIDAVIT

State of Illinois
County of Cook

The undersigned hereby makes application for a Class C 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 21st day of February 2015

[Notary Public]

[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 & 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: March 13, 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. Ordinance 27-O-18 was approved for Introduction by City Council on March 12, 2018.

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
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

______________________________
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:

BEGINNING       ENDING       ANNUAL RENT
June 1, 2018    May 31, 2021  $240.00/month in Year 1 running
                      June 1, 2018 – May 31, 2019  
                      $242.00/month in Year 2 running
                      June 1, 2019 – May 31, 2020  
                      $244.00/month in Year 3 running
                      June 1, 2020 – May 31, 2021  

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
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.” Ordinance 18-O-18 was approved for Introduction by City Council on March 12, 2018.

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><strong>CITY MANAGER.</strong></th>
<th>The City of Evanston City Manager or his/her designee.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CONTRACTOR.</strong></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, to 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><strong>DEBARMENT.</strong></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 of 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 as to form:

_______________________________
W. Grant Farrar, Corporation Counsel
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
For City Council Meeting of June 23, 2014

Business of the City by Motion: Fence Purchase for Sherman Garage

For Action

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
May 17, 2014

TO: CITY OF EVANSTON FACILITIES MANAGEMENT
2100 RIDGE AVENUE
EVANSTON IL 60201 2716

ATTN: ANIL KHATKHATE
EMAIL: akhatkhate@cityofevanston.org
PHONE: 847 866 2975 EXT
FAX: 847 866 2961 EXT

SITE: PARKING GARAGE
$21 DAVIS
EVANSTON IL 60201

ATTN: EMAIL
PHONE: EXT
FAX: EXT

<table>
<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>
<td></td>
</tr>
</tbody>
</table>

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 VINYL 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: ________________________________

**INSURANCE LIMITS ATTACHED**

file: s:\proposalltmb\city of evanston\parking garage 821 davis 5-19-14.doc

MIDWEST FENCE CORPORATION

BY: ________________________________
TIMOTHY M. BELL
<table>
<thead>
<tr>
<th>WORK INCLUDED</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. 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:** Tax Exempt. Shipping Included. Prevailing Wage Job.

**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
To: Administration and Public Works Committee

From: Ashley King, Interim Chief Financial Officer
      Alex Thorpe, Revenue Manager

Subject: Administrative Hearing Discussion

Date: April 9, 2018

Recommended Action:
Pursuant to the request of Alderman Fleming, staff submits a report on the
Administrative Hearings Division caseload, costs, and statistics for discussion.

Funding Source:
The Administrative Hearings Division is funded out of the City’s General Fund in the City
Manager’s Office – 100.15.1585

Summary:
The Administrative Hearings (AH) Division began operations in 2000 as a function of the
Legal Department. Under the AH system, the City agency that issues a ticket, complaint
or notice of violation is separate from the city agency that hears the case. Cases are
heard by contracted independent law judges. They issue final binding decisions. Many
types of cases involving violations of city ordinances have been transferred from the
Cook County Circuit Court to the AH Division to reduce litigation expenses and allow the
Circuit Court to focus on the most serious offenses.

An administrative hearing is a civil hearing. Cases filed in AH may result in the
imposition of fines, costs, community service, liens, orders to desist or dismissals. In an
administrative hearing, the burden of proof required to prove a violation of a City
ordinance is by a preponderance of the evidence, which means that more likely than not
the violation occurred. It differs from a criminal proceeding in which the burden of proof
required to prove guilt is beyond a reasonable doubt.

In 2017 the Administrative Hearings Division was moved from the Legal Department
and into the City Manager’s Office under the management of the Revenue Manager. The
Administrative Adjudication Manager was eliminated through the budget process
and the Division is now budgeted to have 2 FTEs. There is currently one FTE vacancy
in the division.
## Costs Associated with Administrative Hearing Division:

<table>
<thead>
<tr>
<th>Expenses</th>
<th>Actual 2015</th>
<th>Actual 2016</th>
<th>Actual 2017 **</th>
<th>Budget 2018 **</th>
</tr>
</thead>
<tbody>
<tr>
<td>61010 - REGULAR PAY</td>
<td>200,631</td>
<td>203,886</td>
<td>88,092</td>
<td>115,434</td>
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<tr>
<td>61420 - ANNUAL SICK LEAVE PAYOUT</td>
<td>-</td>
<td>1,610</td>
<td>1,005</td>
<td>-</td>
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<tr>
<td>61510 - HEALTH INSURANCE</td>
<td>28,369</td>
<td>49,750</td>
<td>15,856</td>
<td>30,201</td>
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<tr>
<td>61615 - LIFE INSURANCE</td>
<td>45</td>
<td>45</td>
<td>20</td>
<td>43</td>
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<tr>
<td>61710 - IMRF</td>
<td>16,085</td>
<td>21,509</td>
<td>8,773</td>
<td>6,596</td>
</tr>
<tr>
<td>61725 - SOCIAL SECURITY</td>
<td>8,458</td>
<td>12,649</td>
<td>5,351</td>
<td>7,575</td>
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<tr>
<td>61730 - MEDICARE</td>
<td>1,977</td>
<td>2,958</td>
<td>1,251</td>
<td>1,772</td>
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<tr>
<td>62509 - SERVICE AGREEMENTS/ CONTRACTS</td>
<td>68,990</td>
<td>62,690</td>
<td>66,625</td>
<td>70,000</td>
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<tr>
<td>65095 - OFFICE SUPPLIES</td>
<td>-</td>
<td>-</td>
<td>994</td>
<td>750</td>
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<tr>
<td><strong>Revenue</strong></td>
<td><strong>$244,812</strong></td>
<td><strong>$189,711</strong></td>
<td><strong>$159,600</strong></td>
<td><strong>$262,000</strong></td>
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<td>52570 - NON PARKING ORDINANCE VIOLATIONS</td>
<td>238,813</td>
<td>188,390</td>
<td>152,629</td>
<td>250,000</td>
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<td>56045 - MISCELLANEOUS REVENUE</td>
<td>5,999</td>
<td>1,321</td>
<td>6,971</td>
<td>12,000</td>
</tr>
<tr>
<td>3 FTE</td>
<td>3</td>
<td>3</td>
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* - Admin Hearings was in the Legal Department
** - Adjudication Manager was eliminated

Compliance citations (“C tickets”) heard in the AH division can be seen below. Compliance citations can only be heard in person; there are no written or online cases. These figures do not include parking ticket cases.

<table>
<thead>
<tr>
<th>2015 #</th>
<th>2016 #</th>
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<tbody>
<tr>
<td>AH</td>
<td>BUILDING</td>
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<tr>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>FIRE</td>
<td>FIRE</td>
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<tr>
<td>10</td>
<td>4</td>
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<tr>
<td>HEALTH</td>
<td>HEALTH</td>
</tr>
<tr>
<td>34</td>
<td>92</td>
</tr>
<tr>
<td>JUVENILE</td>
<td>JUVENILE</td>
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<tr>
<td>106</td>
<td>87</td>
</tr>
<tr>
<td>NU-POLICE</td>
<td>NU-POLICE</td>
</tr>
<tr>
<td>46</td>
<td>37</td>
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<tr>
<td>POLICE</td>
<td>POLICE</td>
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<tr>
<td>2,357</td>
<td>1,953</td>
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<tr>
<td>POLICE-ANIMAL CONTROL</td>
<td>POLICE-ANIMAL CONTROL</td>
</tr>
<tr>
<td>21</td>
<td>23</td>
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<tr>
<td>PROPERTY STANDARDS</td>
<td>PROPERTY STANDARDS</td>
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<tr>
<td>62</td>
<td>45</td>
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<tr>
<td>ZONING</td>
<td></td>
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<tr>
<td>8</td>
<td></td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>TOTAL</strong></td>
</tr>
<tr>
<td>2,645</td>
<td>2,242</td>
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<table>
<thead>
<tr>
<th>2017 #</th>
<th>2018 #</th>
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</thead>
<tbody>
<tr>
<td>BUILDING</td>
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</tr>
<tr>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>FIRE</td>
<td>JUVENILE</td>
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<td>6</td>
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<td>167</td>
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<td>JUVENILE</td>
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<td>75</td>
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<td>POLICE</td>
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<td>PROEPRTY STANDARDS</td>
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<tr>
<td>92</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>TOTAL</strong></td>
</tr>
<tr>
<td>2,058</td>
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</table>
Parking citations appealed through AH:

### 2015

<table>
<thead>
<tr>
<th>Month</th>
<th>ONLINE</th>
<th>WRITTEN</th>
<th>IN PERSON</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>121</td>
<td>52</td>
<td>78</td>
<td>251</td>
</tr>
<tr>
<td>February</td>
<td>230</td>
<td>883</td>
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<tr>
<td>March</td>
<td>234</td>
<td>81</td>
<td>106</td>
<td>421</td>
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<td>April</td>
<td>273</td>
<td>77</td>
<td>176</td>
<td>526</td>
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<tr>
<td>May</td>
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<td>June</td>
<td>140</td>
<td>46</td>
<td>59</td>
<td>245</td>
</tr>
<tr>
<td>July</td>
<td>222</td>
<td>76</td>
<td>84</td>
<td>382</td>
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<tr>
<td>August</td>
<td>130</td>
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<td>52</td>
<td>226</td>
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<td>September</td>
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<td>395</td>
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<td>October</td>
<td>185</td>
<td>76</td>
<td>60</td>
<td>321</td>
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<tr>
<td>November</td>
<td>236</td>
<td>64</td>
<td>50</td>
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<tr>
<td>December</td>
<td>213</td>
<td>66</td>
<td>50</td>
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<td><strong>TOTAL</strong></td>
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<td>1,597</td>
<td>963</td>
<td>4,956</td>
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### 2016

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<tr>
<th>Month</th>
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</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>123</td>
<td>51</td>
<td>62</td>
<td>236</td>
</tr>
<tr>
<td>February</td>
<td>188</td>
<td>48</td>
<td>60</td>
<td>296</td>
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<tr>
<td>March</td>
<td>293</td>
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<tr>
<td>April</td>
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<td>May</td>
<td>249</td>
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<td>June</td>
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<td>July</td>
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<td>August</td>
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<tr>
<td>September</td>
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<tr>
<td>October</td>
<td>176</td>
<td>61</td>
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<td>321</td>
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<td>November</td>
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<tr>
<td>December</td>
<td>183</td>
<td>39</td>
<td>82</td>
<td>304</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
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### 2017

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<td>February</td>
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<td>December</td>
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<td>39</td>
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Judge costs and hours worked:

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<td>MITCHELL C. EX</td>
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<td>$26,810</td>
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<tr>
<td>Hours Worked</td>
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</table>
AGENDA

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN FISKE, CHAIR

II. APPROVAL OF REGULAR MEETING MINUTES OF MARCH 12, 2018

III. ITEMS FOR CONSIDERATION

(P1) Grant Renewal for the Homeless Management Information System to the Alliance to End Homelessness in Suburban Cook County
The Housing and Homelessness Commission and staff recommend approval of a renewal grant of $20,500 from the Affordable Housing Fund for the Homeless Management Information System (HMIS) to the Alliance to End Homelessness in Suburban Cook County ("The Alliance"). The Alliance receives funding from U.S. Department of Housing and Urban Development (HUD) for HMIS, and has a 20% non-federal match requirement to make full use of this funding. The $20,500 grant from the Affordable Housing Fund will enable the Alliance to access $82,000 in HUD funds. Funding is from the Affordable Housing Fund (Account 250.21.5465.65500). The 2018 Affordable Housing Fund has $114,500 budgeted for housing-related services and an uncommitted cash balance of approximately $800,000.
For Action

(P2) Ordinance 46-O-18, Granting a Special Use for a Type 2 Restaurant, Frio Gelato, at 1301 Chicago Avenue
The Zoning Board of Appeals and City staff recommend City Council adoption of Ordinance 46-O-18 granting special use approval for a Type 2 Restaurant, Frio Gelato, in the B1 Business District and the oDM Dempster-Main Overlay District. The applicant will comply with all zoning requirements and meets all of the standards for a special use in this district.
For Introduction
(P3) Ordinance 47-O-18, Amending the Definition of “Coach House” in the the City Code Section 6-18-3
Staff recommends amending the Zoning Ordinance to modify the definition of a Coach House. A previous version of the proposed text amendment did not receive a recommendation from the Plan Commission.
For Introduction

(P4) Ordinance 40-O-18, Amending the City Code, “Permitted Obstructions in Required Yards: General Provisions” Relating to Front Porches
Following discussion with the current and former Zoning Board of Appeals Chair, staff recommends the proposed text amendment be referred back to the Plan Commission for additional discussion.
For Introduction

IV. ITEMS FOR DISCUSSION

(PD1) Open Communities Report
Per aldermanic request, staff is providing information on the numbers of clients served in 2017 by Open Communities, for discussion.
For Discussion

V. COMMUNICATIONS

VI. ADJOURNMENT
I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN WYNNE, CHAIR
   A quorum being present, Ald. Wynne called the meeting to order at 7:17 p.m.

II. APPROVAL OF REGULAR MEETING MINUTES OF FEBRUARY 26, 2018
    Ald. Wilson moved to approve the minutes of the February 26, 2018 meeting, seconded by Ald. Fiske.
    The committee voted unanimously 6-0, to approve the February 26, 2018 minutes.

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

Matt Rodgers and Mary Beth Berns, former and current Chairs of the Zoning Board of Appeals stated that the current proposal does not work practically and presented a modified proposal for 25 percent encroachment with maximum depth of 8 feet, a minimum setback of 10-feet from front property line, and that any requested porch increase would be a major variation instead of a minor variation. They further proposed that enclosed porches should not be allowed, because of concern with changing from porch to room in the future with or without a permit, which would however, create a number of nonconformities.

Ald. Wynne and Wilson requested a memo with their proposal.

Ald. Wilson moved to hold Ordinance 40-O-18, seconded by Ald. Fiske. The item was held.

(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

Jerry Callahan, on behalf of Breslow’s on 925 Edgemere Court who purchased the property in 2014. Stated that the owners haven’t filled the property and there was no notice of fill in title. If previously filled, it occurred before 2006 and a Certificate of Compliance was issued by the City in 2015. All lakefront property has been altered in some way. Believes the City should not be allowed to deny permit to Breslow’s for revetment. Illinois Department of Natural Resources (IDNR) has already issued a permit and IDNR, not the City, has expertise in lakefront.

In response to an inquiry from Ald. Rainey, Deputy City Attorney Masoncup is unaware of situation of Mr. Callahan’s clients. Ordinance not intended to
target a particular property owner but to provide notice. The City is not trying to hold up permit process.

Ald. Wynne stated that the City has been aware of property and highlights point that CIty is currently last agency to be notified which this Ordinance would rectify.

In response to an inquiry from Ald. Wilson, Ms. Masoncup clarified that this would be for future situations.

Ald. Revelle stated that the purpose can be clearer to intend to allow property owners to protect their property.

In response to an inquiry from Ald. Revelle, Building and Inspection Services Division Manager Gerdes stated that notification of 625-feet would capture most or all property owners in a given section, which would allow for comment and concerns. The City would be added to the initial review period. Mr. Gerdes also clarified that the ordinance would apply to Northwestern University and that the proposed changes have been sent to IDNR for review.

Mr. Gerdes noted that IDNR allows placement of fill materials in water to protect. The intent is not to create new private property.

Ald. Wilson noted protection of water resources is already in ordinance.

**Ald. Wilson moved to recommend introduction of Ordinance 12-O-18, seconded by Ald. Revelle. The Committee voted 6-0 to Introduce Ordinance 12-O-18.**

IV. **ITEMS FOR DISCUSSION**

V. **COMMUNICATIONS**

There were no communications.

VI. **ADJOURNMENT**

Ald. Wilson moved to adjourn, seconded by Ald. Fiske. The meeting adjourned at 7:47 p.m.

Respectfully submitted,
Scott Mangum
Planning and Zoning Administrator
Memorandum

To: Honorable Mayor and Members of City Council  
Planning and Development Committee  

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

Subject: Homeless Management Information System (HMIS)  

Date: March 13, 2018  

Recommended Action:
The Housing and Homelessness Commission and staff recommend approval of a renewal grant of $20,500 from the Affordable Housing Fund for the Homeless Management Information System (HMIS) to the Alliance to End Homelessness in Suburban Cook County (“The Alliance”). The Alliance receives funding from HUD for HMIS, and has a 20% non-federal match requirement to make full use of this funding. The $20,500 grant from the Affordable Housing Fund will enable the Alliance to access $82,000 in HUD funds.

Funding Source:
Funding is from the Affordable Housing Fund, 250.21.5465.65500. The 2018 Affordable Housing Fund has $114,500 budgeted for housing-related services and an uncommitted cash balance of approximately $800,000.

Livability Benefits:
Built Environment: Support housing affordability;

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

Summary:
The Alliance to End Homelessness in Suburban Cook County is charged by HUD to create a standard HMIS workflow and to train all users at the Continuum of Care (CoC) homeless system agencies. This not only allows Evanston and the Alliance to better track the individuals served but also tracks the services provided to eliminate duplication and achieve increased efficiencies. HMIS is the source of data for the Alliance’s and
City’s monthly, quarterly and annual reports to HUD. Ongoing training and data quality checks enable the CoC to provide data with a less than 10% error ratio for all federally funded homeless programs in suburban Cook County, including Evanston.

The Alliance has requested a $2,000 increase from last year’s grant of $18,500, which was the same amount as the three prior years. The Alliance was awarded a $60,000 increase in HUD funding to implement a coordinated-entry system required by HUD. Consequently, the Alliance plans to add an additional HMIS staff person in early 2018 to accommodate the additional data collection and management for that system. Therefore, the Alliance is seeking additional match funding to support the expansion of staffing and space costs.

The Alliance leverages about $10.8 million annually in HUD CoC funds for permanent supportive housing and other programs in Cook County for which HMIS participation is a requirement. As an ESG entitlement community, Evanston received $144,334 in 2017, which requires use of HMIS to track people receiving ESG-funded services and quarterly and annual reporting from that system. Furthermore, HMIS is used by the City of Evanston to determine if people applying for General and Emergency Assistance are receiving other benefits, thereby avoiding duplication of services. Local support for HMIS helps maintain system capacity and funds additional portals. HMIS is the only database of its kind in suburban Cook County, including Evanston.

Evanston agencies currently using HMIS include: Connections for the Homeless, Impact Behavioral Health (formerly Housing Options for the Mentally Ill), Housing Opportunity Development Corporation, Interfaith Action of Evanston, and the McGaw YMCA. These agencies collectively receive approximately 15% of total dollars awarded to Cook County CoC projects.

The City of Evanston’s HMIS grant is 4% of the HMIS budget, while almost 10% of the total Cook County clients served through the CoC and tracked in HMIS are Evanston households. Approximately 15% of the Continuum’s Federal funding goes to Evanston agencies, a total of $1,408,495 in the current CoC funding year.

The HMIS database is a valuable tool for agencies serving the homeless and their funders, including the City, which uses HMIS data in its reports to HUD. The use of local funds for HMIS helps maintain compliance with the Federal mandate that all ESG recipients use the database, and leverages significant federal funds for needed services in our community. Supporting the HMIS database is consistent with the Consolidated Plan and the Plan to End Homelessness developed by the Mayor’s taskforce.

**Legislative History:**
The City has provided $128,070 in HMIS matching funds from the Affordable Housing Fund over nine years, including $18,500 approved by City Council on March 27, 2017. The Housing and Homelessness Commission recommended approval of renewal funding in the amount of $20,500 at its February 28, 2018 meeting.

**Attachments:**
- Alliance to End Homelessness in Suburban Cook County application and supporting documents for HMIS matching funds
2018 APPLICATION FORM
Affordable Housing Fund

Include these attachments with your application:
- Organization’s most recent completed fiscal year budget and current year budget
- Organization’s non-discrimination, equal employment opportunity and affirmative action plan
- Audited financial statement and Form 990 for the most recent completed fiscal year
- Evidence of non-profit status
- Plan to address accessibility issues, including who to contact with questions/issues, policies for responding to grievances/complaints and the time period for providing a written response (new applicants or previously funded agencies if changed).
- Completed Conflict of Interest Disclosure form

Please submit 1 hardcopy and 1 electronic copy of your application and attachments. For questions, contact Savannah Clement, Housing Policy and Planning Analyst.

AGENCY: Alliance to End Homelessness in Suburban Cook County
PROGRAM NAME: HMIS
CONTACT PERSON: Jennifer C. Hill
TELEPHONE: 708-236-3261
EMAIL: jennifer@suburbancook.org
ADDRESS: 4415 Harrison Street, Suite 228, Hillside, IL 60162
AMOUNT REQUESTED: $20,500

PROGRAM DESCRIPTION
I. Provide a summary of your program, including the need(s) that it addresses. How long has your program existed and how has it grown or changed? How long do you expect to continue providing this service?

The Alliance requests funding to support Homeless Management Information (HMIS) related expenses to ensure full participation and exceptional data quality for all Evanston homeless services programs. The Alliance leads the HMIS for all of suburban Cook County, which provides support to the SubCook Built for Zero initiative, the further development of a county-wide coordinated entry process, and the homelessness prevention call center. The Alliance has been leading a successful implementation of the HMIS since 2008, which has grown from a system with 27 providers entering data on 1300 clients to over 40 agencies entering data on over 8000 clients each year. This is an ongoing project mandated by HUD and is expected to continue and evolve for the foreseeable future.

2. Who participates in or benefits from your program or services? Describe them in terms of age, gender, race/ethnicity, family status, income level and other relevant or defining characteristics. Detail any eligibility requirements.

Individuals and families who are homeless or who are at risk of becoming homeless will benefit from this program. In addition to the general homeless population, clients served will include chronically homeless individuals and families, homeless or at-risk veterans, and homeless or at-risk youth.
3. What other agencies or programs address this need, how do you collaborate with them to avoid duplication of services, and what successes and challenges have you experienced? What sets your services apart from others? (Include agencies that serve Evanston residents but are not located here.)

The HMIS is the only database of its kind in suburban Cook County including Evanston. In 2011, the Evanston Alliance on Homelessness merged with the suburban Cook Alliance. At the end of 2013, Connections for the Homeless transferred the entire responsibility for maintaining this database to the Alliance. At this time, the Alliance to End Homelessness in Suburban Cook County is in need of matching funds to make full use of federal funding for HMIS. By having the Alliance lead the HMIS implementation, Evanston is avoiding duplicating this effort while at the same time expanding the benefit to its residents by ensuring solid data is available for affordable housing funding decisions. The Alliance coordinates a variety of nonprofit, municipal, county, state and federal representatives to ensure a comprehensive approach to shortening the time any person spends homeless and to minimize the number of people becoming homeless each year. For example, the Alliance is active in the Regional Round Table, where CoCs in the northeastern region of Illinois collaborate to share ideas and coordinate efforts related to CoC and HMIS activities. In mid-2014, the Alliance completed a merger of the Suburban Cook HMIS and the DuPage HMIS, creating the start of a northeast Illinois regional HMIS which is creating better economies of scale for homeless data collection and analysis.

4. Discuss the need for this type of service including:
   - existing level of services -- From October 2016 through September 2017, the CoC served and recorded data on 5,872 households comprising 8,229 individuals, including nearly 656 households comprising 802 individuals from Evanston. Data entry is required for all clients served by HUD-funded projects (with exception for domestic violence survivors).
   - how the need has changed over the past two to three years, -- In previous years, the City of Evanston has funded the match, and HUD has provided the majority of funding for the Evanston HMIS. The Alliance has placed a greater emphasis on chronic and veteran homelessness since 2014, and the impact on HMIS is that we now do monthly housing placement reports in order to track progress toward ending veteran homelessness and chronic homelessness in 2018.
   - the gaps in providing this service-- The Alliance is engaged in an effort to grow our capacity to respond with greater detail to the needs of Evanston as an entitlement community, as the HEARTH Act requires a more formal consultative relationship between the CoC and Evanston as an ESG recipient and its participation in the continuum-wide coordinated entry system.

5. Complete the chart below with the unduplicated total of people you expect to serve in 2018, number that are low/moderate income, and the number of them that are Evanston residents. If an existing program, provide the same numbers for 2017.

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<th>2018</th>
<th>2017</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>people</td>
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<td>8,229</td>
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<tr>
<td>to be served</td>
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<td></td>
</tr>
<tr>
<td>in 2018</td>
<td>810</td>
<td>802</td>
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<tr>
<td>Unduplicated</td>
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<td>residents</td>
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</tr>
<tr>
<td>to be served</td>
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<td>8,229</td>
</tr>
<tr>
<td>low/moderate</td>
<td></td>
<td></td>
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<tr>
<td>income</td>
<td></td>
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<tr>
<td>people</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>residents</td>
<td>810</td>
<td>802</td>
</tr>
</tbody>
</table>

6. Describe your program. Be specific about the activities/services provided, days/times of services and the frequency/duration of service for the average participant. Is there a wait list? If yes, explain its size and the length of wait time.

The Homeless Management Information System (HMIS) is a database used throughout the Cook...
County Continuum of Care (CoC) to record client demographics and service records for those enrolled in HUD homeless system programs and is required by HUD for its CoC housing programs. The Alliance to End Homelessness in Suburban Cook County (Alliance) as lead agency for the CoC is charged with implementing and administering the HMIS. The Alliance is responsible for training all users on how to enter client data accurately into the HMIS using the standard HMIS workflow and to pull usable data for monthly, quarterly, and annual reporting requirements. Alliance staff monitors the data of participating agencies on a monthly basis, assessing data completeness and accuracy of point-in-time inventories of beds and persons served.

7. Describe the number, qualifications and experience of program staff. Will new staff be hired and is this dependent on City funding? Will the staff be retained if City funding is not received in future years?

The Alliance is the designated HMIS lead agency for the Cook County Continuum of Care and has ten years of experience administering the HMIS project. The Alliance employs three full-time staff dedicated to the HMIS project, including Peggy Troyer, director of information services, Jeremy Heyboer, data quality manager and lead trainer, and Lynn Suchwalko, HMIS support specialist. All three are active in the National Human Services Data Consortium and bring this national level expertise to suburban Cook County. Through its other staff, the Alliance offers supervision and administrative support to the HMIS project. The Alliance’s knowledgeable HMIS team plays a leadership role in the region, often advising neighboring Continua of Care on their HMIS implementations and leading an HMIS partnership with the DuPage County continuum. The Alliance anticipates hiring one new HMIS position during 2018. Although additional funding from Evanston will help support this expansion, the position is not dependent on the Evanston funding.

8. Describe program goals and outcomes you anticipate in 2018, including any change from 2017. What data are collected and used to analyze your program and measure success? Who is responsible for ensuring the program is implemented as planned?

The Alliance to End Homelessness in Suburban Cook County is charged by HUD to create a standard HMIS workflow and to train all users from CoC homeless system agencies. This standardization of forms and workflow will not only allow Evanston and the Alliance to better track the individuals served but will also track the services provided to eliminate duplication of services and achieve better outcomes. The HMIS provides data for monthly, quarterly and annual reporting to HUD, and better training helps our Continuum to provide data with a less than 10% error ratio for most required data elements. The Alliance will therefore be able to provide quality data to guide the development of Evanston programs and plans.

In collaboration with suburban Cook County homeless service providers, the Alliance is also leading the planning and development of a recently launched, HUD-mandated coordinated-entry system that will serve clients throughout the entire suburban Cook County geography. This coordinated-entry system relies upon the HMIS as a tool to facilitate referrals and to track the effectiveness of this service delivery system.

9. Where (address/location) does your program take place and how will clients get to the location or facility?

Alliance staff will provide support and training from their office located at 4415 Harrison Street, Hillside, IL 60162, which includes a computer training facility accommodating up to twelve trainees. The Alliance will provide on-site assistance at participating agencies as needed. Staff members of participating agencies use the HMIS at their own locations, accessing the HMIS program via the Internet.
10. Is this location in compliance with the requirements of the federal ADA (Americans with Disabilities) Act?
   x Yes
   □ No If "No," explain how disabled clients will be able to access the program.

11. How is eligibility for this program determined and what demographic data are collected about clients?

   Homeless persons are presumed to be low-income. Within the HMIS, Evanston clients will be identified by the zip code of their last permanent address or current city of residence as provided during the intake process. Case managers at each agency collect the appropriate documentation of income and residence, including housing status, as required by their respective programs. These data are recorded in HMIS.

12. Provide a summary of your organization's mission and work including services, organizational structure, size and functions of the board, and any significant changes in the last year.

   The Alliance leads the suburban Cook County Continuum of Care and the suburban Cook County HMIS. The Alliance is a 501(c)(3) organization and is governed by a board of directors comprised of over 35 members representing providers from each of the three, geographical Community Based Service Areas (CBSAs), other community representatives, and persons having lived homeless experience. Alliance staff include an executive director, three full-time HMIS staff, a program director, a CoC program specialist, a community liaison, an office manager, and 1-2 program interns.

13. Program Outcomes and Indicators

<table>
<thead>
<tr>
<th>Outcome (What is the program designed to achieve?)</th>
<th>Indicator (How is success determined?)</th>
<th>Number or percent of total that will achieve this</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data-Informed planning through complete data.</td>
<td>The participation rate for emergency shelter (ES) &amp; transitional housing (TH) projects.</td>
<td>86%+</td>
</tr>
<tr>
<td>Data-Informed planning through improved data quality.</td>
<td>The missing data rate for required data elements</td>
<td>10%-</td>
</tr>
</tbody>
</table>
Complete the table below for your program budget. Total revenues should be equal to or greater than total program expenditures. Line item expense and revenue descriptions should match your chart of accounts. If your program is new, leave fiscal year 2017 blank. Include all funding sources/revenues for your program. Total sources/revenues should equal total uses/expenses. Line items must match your chart of accounts/operating budget. Show any source of funding of $20,000 or more in a separate line. Show any grants/donations that have been secured, and unrestricted revenues that are committed to this program, in the "2018 Committed" column.

<table>
<thead>
<tr>
<th>Line Item Revenues</th>
<th>2017</th>
<th>% of Budget</th>
<th>2018</th>
<th>% of Budget</th>
<th>2018 Committed</th>
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<td>ESG Oak Park</td>
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<td>DuPage County HMIS</td>
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<td>CoC HMIS Alliance</td>
<td>221,466</td>
<td>56</td>
<td>270,641</td>
<td>58</td>
<td>270,641</td>
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<td>Foundations</td>
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<td>33,000</td>
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<td>User Fees for Computer System</td>
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<td>1</td>
<td>2,500</td>
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<td>Misc Food Donation</td>
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<td>0</td>
<td>900</td>
<td>0</td>
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<tr>
<td>Legal-In Kind</td>
<td>203</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Member Contributions</td>
<td></td>
<td></td>
<td>7,000</td>
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<td></td>
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<tr>
<td><strong>Total Revenues:</strong></td>
<td>406,859</td>
<td>100%</td>
<td>466,685</td>
<td>100%</td>
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<table>
<thead>
<tr>
<th>Line Item Expenses</th>
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<tr>
<td>Payroll Expenses</td>
<td>271,133</td>
<td>70</td>
<td>310,252</td>
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<td>Space Costs</td>
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<td>27,125</td>
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<td>Operations</td>
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<td>4</td>
<td>27,336</td>
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<td>HMIS Vendor Fees</td>
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<td>HMIS Consulting &amp; Training</td>
<td>6,277</td>
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<td>Equipment or Furniture</td>
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<tr>
<td>Legal-In Kind</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenditures:</strong></td>
<td>387,889</td>
<td>100%</td>
<td>466,169</td>
<td>100%</td>
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</tbody>
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Indicate your fiscal year. If requesting funds for an existing program, explain any significant differences in revenues or expenses between your 2017 and 2018 program budgets, particularly funding cuts from major funders such as the State of IL, and its impact on service levels, staffing, etc. Describe your efforts to secure other sources of funding and justify any increased request from the City of Evanston. Why is Evanston’s Affordable Housing Fund an appropriate funding source for this program?

**Alliance fiscal year: January 1 – December 31**
The Alliance plans to add an additional HMIS staff person in early 2018, and the revenue and expense shown above for 2018 reflect this expansion in staffing and space costs. The Alliance has been awarded a $60,000 increase in HUD funding and is seeking additional match funding to support this expansion.
Every dollar of Evanston AHF support will leverage $4 in HUD funding. Evanston clients represent 9.7% of total suburban Cook County clients served, while this request represents less than 5% of the HMIS project budget. The Alliance’s work helps to secure over $11 million annually in HUD CoC funds for affordable supportive housing in Cook County for which HMIS participation is a requirement. In 2018, Evanston as an entitlement community will receive ESG funding, which requires quarterly and annual reporting based on HMIS data. The City of Evanston plans to enter data on recipients of General and Emergency Assistance funds into HMIS. Because of Evanston’s commitment to creating affordable housing, investing Affordable Housing Fund dollars into this data system will ensure that scarce housing funds are targeted effectively.
CERTIFICATION

We, the undersigned duly authorized agents of Alliance to End Homelessness in Suburban Cook County (applicant), do hereby state, that to the best of our knowledge, the information contained in this application is true and correct. Applicant assures the City of Evanston that funds will be administered by the applicant, and that funds received shall be used solely for the purpose described in this application.

Jennifer C. Hill, Executive Director

Name & Title

Signature

Date

PROGRAM ADMINISTRATOR

Peggy Troyer, Director of Information Systems

Name

Signature

Date
Memorandum

To: Mayor and Members of the City Council
Planning & Development Committee

From: Erika Storlie, Assistant City Manager/Acting Community Development Director
Scott Mangum, Planning and Zoning Administrator
Melissa Klotz, Zoning Planner

Subject: Ordinance 46-O-18, Granting a Special Use for a Type 2 Restaurant, Frio Gelato, at 1301 Chicago Ave.

Date: March 21, 2018

Recommended Action
The Zoning Board of Appeals and City staff recommend City Council adoption of Ordinance 46-O-18 granting special use approval for a Type 2 Restaurant, Frio Gelato, in the B1 Business District and the oDM Dempster-Main Overlay District. The applicant will comply with all zoning requirements and meets all of the standards for a special use in this district.

Livability Benefits
Economy & Jobs: Expand job opportunities
Built Environment: Enhance public spaces

Summary
The applicant currently operates Frio Gelato at 1301 Chicago Ave. as a Specialty Food Store Establishment, which does not permit seating. The business has been quite successful since moving from the space at 517 Dempster St. in late 2017/early 2018, so the applicant now proposes to utilize seating with classification as a Type 2 Restaurant at the new corner location. The applicant previously obtained a special use for a Type 2 Restaurant at 517 Dempster St. and complied with all zoning regulations at that location.

The space is currently approved for Frio Gelato as a Specialty Food Store Establishment with no customer seating. The space features oversized window ledges that serve as built-in benches, but the Specialty Food Store designation prohibited the addition of tables or other seating. The applicant added tables and chairs in late
January and was notified by City staff that the seating area triggered a special use requirement for a Type 2 Restaurant. The applicant immediately applied for the special use, but did not remove the seating as required so the business is currently in violation of City zoning regulations.

Frio Gelato is a locally owned and operated business that produces gelato from scratch at a manufacturing facility at 1701 Simpson St. The gelato is also available for purchase at restaurants and businesses in Evanston and Chicago. The new restaurant will operate from noon – 10pm during the winter and from noon – 10:30pm during the summer months, with a maximum of 2 employees per shift. Garbage pickup occurs two times per week behind the building. Commissary deliveries occur via the rear of the building by van or transit truck, where there are two parking spaces for unloading.

The applicant proposes to add tables and chairs for seating. Since the property features one bathroom, the Illinois State Plumbing Code limits the amount of seating plus employees on the premises to 10. The restaurant will have a maximum of 2 employees per shift, so a maximum of 8 seats are allowed. The applicant agrees to follow sustainable practices including a litter pick-up plan and customer recycling. All non-reusable food containers and flatware are fully recyclable. No exterior modifications to the building are proposed. City staff is not aware of any objections to the proposal.

**Comprehensive Plan:**
The Evanston Comprehensive General Plan encourages the expansion of local businesses that can add sales tax revenue and encourage economic vitality. The Comprehensive Plan specifically includes:

- **Objective:** Promote the growth and redevelopment of business, commercial, and industrial areas.
- **Objective:** Retain and attract businesses in order to strengthen Evanston’s economic base.

With special use approval, Frio Gelato will expand its business model and operate a restaurant in a commercial space that has been underutilized in recent years with a locally owned and operated business.

**Legislative History:**
March 20, 2018: The ZBA recommended unanimous approval of the special use for a Type 2 Restaurant, Frio Gelato, with the following conditions:

1. Seating within the facility is limited to 8.
2. Employees shall not utilize on-street parking.
3. Hours of operation shall not exceed noon-11pm, 7 days a week.
4. Sustainability Plan shall be followed.
5. Substantial compliance with the documents and testimony on record.
AN ORDINANCE

Granting a Special Use Permit for a Type 2 Restaurant Located at 1301 Chicago Avenue in the B1 Business District ("Frio Gelato")

WHEREAS, the Zoning Board of Appeals ("ZBA") met on March 20, 2018, pursuant to proper notice, to consider case no. 18ZMJV-0006, an application filed by Sebastian Koziura (the "Applicant"), lessee of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 1301 Chicago Avenue (the "Subject Property") and located in the B1 Zoning District, for a Special Use Permit to establish, pursuant to Subsection 6-9-2-3 of the Evanston City Code, 2012, as amended ("the Zoning Ordinance"), a Type 2 Restaurant, "Frio Gelato," on the Subject Property; and

WHEREAS, the ZBA, after hearing testimony and receiving other evidence, made a written record and written findings that the application for a Special Use Permit for a Type 2 Restaurant met the standards for Special Uses in Section 6-3-5 of the Zoning Ordinance and recommended City Council approval thereof; and

WHEREAS, at its meeting of April 9, 2018, the Planning and Development Committee of the City Council ("P&D Committee") considered the ZBA’s record and findings and recommended the City Council accept the ZBA’s recommendation and approve the application in case no. 18ZMJV-0006; and
WHEREAS, at its meetings of April 9, 2018 and April 23, 2018, the City Council considered and adopted the respective records, findings, and recommendations of the ZBA and P&D Committee, as amended,

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

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

SECTION 2: The City Council hereby approves the Special Use Permit for a Type 2 Restaurant on the Subject Property as applied for in case no. 18ZMJV-0006.

SECTION 3: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Applicant’s Special Use Permit, violation of any of which shall constitute grounds for penalties or revocation of said Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

A. Compliance with Applicable Requirements: The Applicant shall develop and use the Subject Property in substantial compliance with: all applicable legislation; the Applicant’s testimony and representations to the ZBA, the P&D Committee, and the City Council; and the approved plans and documents on file in this case, including but not limited to: the Sustainability Practices for Type 2 Restaurants submitted on January 5, 2018.

B. Hours of Operation: The Applicant may operate the Type 2 Restaurant authorized by this ordinance only between the hours of 12:00 p.m. and 11:00 p.m. on any given day.

C. Employee Parking: Employees may not utilize street parking surrounding the Subject Property during the hours of operation.

D. Seating: The Applicant agrees to limit the seating within the facility to eight (8).
E. **Recordation:** Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.

**SECTION 4:** When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

**SECTION 5:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**SECTION 6:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 7:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 8:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: ________________, 2018

Approved: ___________________, 2018

Adopted: ________________, 2018

_____________________________

Stephen H. Hagerty, Mayor
Attest: Devon Reid, City Clerk

Approved as to form: Michelle L. Masoncup, Interim City Attorney
EXHIBIT A

LEGAL DESCRIPTION

Lot 10 in Block 38 in the Original Village (now City) of Evanston in Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 11-18-418-011-0000

Commonly Known As: 513-517 Dempster Street and 1301-1305 Chicago Avenue, Evanston, Illinois.
Declaration of Quorum
With a quorum present, Chair Berns called the meeting to order at 7:04 p.m.

Minutes
Ms. Cullen motioned to approve the February 20, 2018 meeting minutes, which were seconded by Ms. Dziekan and unanimously approved with one correction.

New Business
1301 Chicago Ave.  ZBA 18ZMJV-0006
Sebastian Koziura, lessee, applies for a special use permit for a Type 2 Restaurant, Frio Gelato, in the B1 Business District and the oDM Dempster-Main Overlay District (Zoning Code Section 6-9-2-3). The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

Mr. Mangum read the case into the record.

The applicant explained the business is currently in operation as a Food Store, but customers requested seating which requires a special use for a Type 2 Restaurant.

Chair Berns noted seating has been in the space since January, and asked if that is a zoning violation. Chair Berns observed 16 seats including stools. The applicant responded he requests 8 seats, and Chair Berns explained 8 is the maximum allowed based on the Illinois Plumbing Code, for a total seating/employees per shift not to exceed 10. Chair Berns inquired if a second bathroom could be added to address the seating limit. The applicant responded he would remove the stools if needed, but there is no room to add a second bathroom in the facility.

Ms. Dziekan asked if outdoor seating counts, and Mr. Mangum responded he is not aware that they would count towards the seating limit. Outdoor seating for a Sidewalk Café is evaluated based on dimensions of the seating area, sidewalk width, etc.

Ms. Cullen asked how many employees will work per shift, and the applicant responded two at the most.
Chair Berns inquired about parking, sustainability, and deliveries, and the applicant responded:

- 2 parking spaces behind the building are leased to Frio Gelato. Most employees are college students who do not have vehicles. Employees will not park on the street.
- Agree to Sustainability Practices noted on the submitted worksheet including all recyclable food containers and flatware.
- Deliveries occur once each morning via a transit van.
- No additional changes to the building are proposed. Signage is already in place on the awning.
- Hours of operation are noon-9pm during the week and until 10pm Friday – Sunday throughout winter; noon – 10pm daily throughout the summer.

Ms. McAuley noted this is an established business, and the seating/plumbing code appears to be the only issue. Chair Berns agreed and stated customers can stand at a bar without stools to comply with the plumbing code.

Deliberation:
Ms. Cullen stated she supports the business at 1301 Chicago as well as the production facility on Simpson St.

Ms. Dziekan explained the corner commercial space in question was vacant for a while, possibly because there is not enough seating inside due to the plumbing code issue. Outdoor seating will help the business succeed. Mr. Mangum added the addition of outdoor seating will be evaluated based on the conditions at the location.

Chair Berns stated the seating limit is due to the plumbing code, which is a state requirement. The location is great for this business, but limiting seating to 8 where there is a greater demand is concerning.

The Standards were addressed:
1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes

Ms. Cullen motioned to recommend approval of the special use with the following conditions:
1. Seating within the facility is limited to 8.
2. Employees shall not utilize on-street parking.
3. Hours of operation shall not exceed noon-11pm, 7 days a week.
4. Sustainability Plan shall be followed.
5. Substantial compliance with the documents and testimony on record.

The motion was seconded by Ms. McAuley and unanimously recommended for approval.
Other Business
There was no other business.

Discussion
There was no additional discussion.

The meeting adjourned at 7:33pm.
**FINDINGS FOR STANDARDS OF SPECIAL USE PERMITS**

In the case of

**Case Number:** 18ZMJV-0006

**Address or Location:** 1301 Chicago Ave.

**Applicant:** Sebastian Koziura, lessee

**Proposed Special Use:** Type 2 Restaurant, Frio Gelato, in the B1 Business District & oDM Dempster-Main Overlay District

After conducting a public hearing on March 20, 2018, the Zoning Board of Appeals makes the following findings of fact, reflected in the audio-visual recording of the hearings, based upon the standards for special uses specified in Section 6-3-5-10 of the Zoning Ordinance:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
<th>Vote</th>
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</thead>
<tbody>
<tr>
<td>(A) It is one of the special uses specifically listed in the zoning ordinance;</td>
<td><em>X</em> Met ______Not Met</td>
<td>4-0</td>
</tr>
<tr>
<td>(B) It is in keeping with purposes and policies of the adopted comprehensive general plan and the zoning ordinance as amended from time to time;</td>
<td><em>X</em> Met ______Not Met</td>
<td>4-0</td>
</tr>
<tr>
<td>(C) It will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood and the effect of the proposed type of special use upon the city as a whole;</td>
<td><em>X</em> Met ______Not Met</td>
<td>4-0</td>
</tr>
<tr>
<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
<td><em>X</em> Met ______Not Met</td>
<td>4-0</td>
</tr>
<tr>
<td>(E) It can be adequately served by public facilities and services</td>
<td><em>X</em> Met ______Not Met</td>
<td>4-0</td>
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<tr>
<td>Requirement</td>
<td>Met/Not Met</td>
<td>Vote</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>(F) It does not cause undue traffic congestion;</td>
<td>X Met</td>
<td>0 Not Met</td>
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<tr>
<td>(G) It preserves significant historical and architectural resources;</td>
<td>X Met</td>
<td>0 Not Met</td>
</tr>
<tr>
<td>(H) It preserves significant natural and environmental features; and</td>
<td>X Met</td>
<td>0 Not Met</td>
</tr>
<tr>
<td>(I) It complies with all other applicable regulations of the district in</td>
<td>X Met</td>
<td>0 Not Met</td>
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<td>which it is located and other applicable ordinances, except to the extent</td>
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<td>such regulations have been modified through the planned development</td>
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<td>process or the grant of a variation.</td>
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and based upon these findings, and upon a vote

4 in favor & 0 against

Recommends to the City Council

approval without conditions

approval with conditions:

1. Seating within the facility is limited to 8.
2. Employees shall not utilize on-street parking.
3. Hours of operation shall not exceed noon-11pm, 7 days a week.
4. Sustainability Plan shall be followed.
5. Substantial compliance with the documents and testimony on record.

Attending:  

<table>
<thead>
<tr>
<th></th>
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<tr>
<td>X</td>
<td>Mary Beth Berns</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Myrna Arevalo</td>
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<tr>
<td></td>
<td>Scott Gingold</td>
<td></td>
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<tr>
<td>X</td>
<td>Violetta Cullen</td>
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<tr>
<td>X</td>
<td>Lisa Dziekan</td>
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<tr>
<td>X</td>
<td>Mary McAuley</td>
<td></td>
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<td></td>
<td>Kiril Mirintchev</td>
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Vote:  

Aye   | No    |
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For City Council meeting of April 9, 2018
Ordinance 47-O-18, Amending the Definition of “Coach House”
For Introduction

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
Meagan Jones, Neighborhood and Land Use Planner

Subject: Ordinance 47-O-18
Revision to Coach House Definition
18PLND-0013

Date: March 29, 2018

Recommended Action:
Staff recommends amending the Zoning Ordinance to modify the definition of a Coach House. A previous version of the proposed text amendment did not receive a recommendation from the Plan Commission.

Livability Benefits
Built Environment: Support Housing Affordability.

Background
At the January 29, 2018 City Council meeting, the Council made a referral to the Plan Commission to change current zoning regulations to allow the rental of existing accessory dwelling units to individuals who are not members of the family living in the primary dwelling unit. This followed an October 2017 Planning & Development Committee discussion regarding ways to address the shortage of housing affordable to low, moderate and middle income households.

Accessory dwelling units can currently be detached as coach houses or backyard cottages. Recent and current staff interpretation of the Zoning Ordinance is that Coach Houses, commonly found in Evanston, are allowed as Accessory Dwelling Units to Single-Family Residences per 6-4-6-3 (Allowable Accessory Uses and Structures). However, as these units are accessory to the Primary Use (Single-Family House) they are limited to being occupied by a family member, household worker, or similar relationship and are therefore not allowed to be rented out to the general public.
Proposal Overview
At the Plan Commission meeting, staff proposed to amend the definition of a coach house with regards to unrelated tenants as described below:

Section 6-18-3 Definitions.

| COACH HOUSE: | A secondary or accessory dwelling located on the same zoning lot as the principal dwelling unit. Tenants of coach houses may be unrelated to the owners of the principal residential structure. |

Following Plan Commission discussion, including concerns about the consequences of additional coach house construction due to profit motive, staff is proposing a revised text amendment to clarify that only one coach house/accessory dwelling unit would be allowed per Single-Family Residence and that it would include a garage per the historical origins of the term.

Section 6-18-3 Definitions.

| COACH HOUSE: | A single detached secondary or accessory dwelling located on the same zoning lot as the principal dwelling unit including a garage. Tenants of coach houses may be unrelated to the owners of the principal residential structure. A maximum of one coach house is allowed per Single-Family Detached Dwelling. |

This proposed text amendment would apply to all coach houses. Each dwelling unit on a subject property would be able to house up to 3 unrelated persons. If desired, in the future additional regulations could be considered, including parking requirements and limits on short-term/vacation rentals of those units.

Legislative History
March 14, 2018 – The Commission voted, 4-4, on a motion to recommend approval of the text amendment. The project therefore, comes to City Council without a recommendation. The vote was incorrectly tabulated as approved, 4-3, during the meeting.

Attachments
Proposed Ordinance 47-O-18
Link to Plan Commission Packet for 3/14/2018
Draft Plan Commission Minutes Excerpt for the 3/14/2018 Meeting
AN ORDINANCE
Amending the Definition of “Coach House,” in City Code Section 6-18-3 of the Evanston City Code

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

SECTION 1: The definition of “Coach House” in City Code Section 6-18-3 of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

| COACH HOUSE: | A single detached secondary or accessory dwelling located on the same zoning lot as the principal dwelling unit including a garage. Tenants of coach houses may be unrelated to the owners of the principal residential structure. A maximum of one coach house is allowed per Single-Family Detached Dwelling. |

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 47-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

Michelle M. Masoncup, Interim City Attorney
MEETING MINUTES
PLAN COMMISSION
Wednesday, March 14, 2018
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Colby Lewis (Chair), Patrick Brown, Terri Dubin, Carol Goddard, George Halik, Peter Isaac, Andrew Pigozzi, Jolene Saul

Members Absent: Simon Belisle

Staff Present: Melissa Klotz, Zoning Planner
Scott Mangum, Planning and Zoning Administrator
Mario Treto, Assistant City Attorney

Presiding Member: Colby Lewis, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM

Chairman Lewis called the meeting to order at 7:00 P.M.

2. APPROVAL OF MEETING MINUTES: February 21, 2018

Chair Lewis provided a minor edit to the minutes. Commissioner Pigozzi made a motion to approve the minutes from February 21, 2018 as edited. Commissioner Saul seconded the motion. A voice vote was taken and the minutes were unanimously approved with the minor edit, 8-0.

3. NEW BUSINESS

B. TEXT AMENDMENT

Coach House Definition
A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning, to revise the definition of a coach house.

Mr. Mangum explained the text amendment was a City Council referral, and the proposed text amendment modifies the definition of a coach house so that a coach house could be rented out to a separate tenant unrelated to the owners of the principal structure.

Chair Lewis opened the hearing to questions from the public. One person, Birch Berdhardt spoke stating that the proposed regulation does not discuss affordability at
all. In talking with Housing staff, coach houses could provide a great deal of affordable units. She then asked if that is possible. Mr. Mangum explained that City Council did not provide direction regarding affordability or restricting income levels so, while it is not proposed at this time, it could be considered in the future.

Chair Lewis opened the hearing to questions from the Commission. Ms. Goddard asked if there is a limit to the number of tenants that could live in the structure, and if there is a definition of dwelling. Mr. Mangum responded each dwelling unit on the property could have a family that complies with the definition of family (no more than 3 unrelated). A dwelling unit is defined by having cooking and eating, sleeping, and living accommodations.

Mr. Pigozzi asked what the new limit would be – could someone tear down their garage and build a new one with an apartment above it in an R1 District? That would change the nature of the R1 District. Mr. Mangum explained yes, one could do that. Currently you could build the same but only be used by a family member (per the definition of family).

Mr. Isaac noted accessory structures are limited to 20 feet in height so that in itself may prevent new coach houses from being constructed.

Mr. Brown asked how the City currently polices coach houses, and Mr. Mangum explained currently it is on a complaint basis and is handled by Zoning staff and Property Standards staff.

Ms. Saul asked if rented coach houses will have to be registered as rentals, and Mr. Mangum said he believes so.

Chair Lewis noted this change will create a profit availability that could change neighborhoods. Are there limitations to how many per property, etc? Mr. Mangum stated that no additional limitations are proposed regarding the number of units allowed per block but current existing regulations would still provide limitations on the size, required parking, etc.

**Commissioner Pigozzi made a motion to recommend that the proposed amendment be rejected. Commissioner Isaac seconded the motion.**

**A roll call vote was taken and the motion failed with a tie vote, 4-4.**

**Ayes: Brown, Dubin,, Isaac, Pigozzi.**
**Nays: Goddard, Halik, Lewis, Saul.**

The vote was incorrectly tabulated to fail 4-3 during the meeting.
Commissioner Halik made a motion to recommend that the proposed amendment be adopted. Commissioner Saul seconded the motion.

A roll call vote was taken and the motion failed with a tie vote, 4-4.

Ayes: Goddard, Halik, Lewis, Saul.
Nays: Brown, Dubin, Isaac, Pigozzi.

The vote was incorrectly tabulated as approved 4-3 during the meeting.

The text amendment will move forward to City Council without a recommendation.

4. OTHER BUSINESS

There was no other business.

5. PUBLIC COMMENT

There was no public comment.

6. ADJOURNMENT

Commissioner Goddard made a motion to adjourn the meeting. Commissioner Saul seconded the motion.

A voice vote was taken and the motion was approved by voice call 8-0. The meeting was adjourned at 9:15 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
For City Council meeting of April 9, 2018
Ordinance 40-O-18, Front Porch Text Amendment
For Introduction

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: April 3, 2018

Recommended Action:
Following discussion with the current and former Zoning Board of Appeals Chair, staff recommends the proposed text amendment be referred back to the Plan Commission for additional discussion.

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).

**Alternate Text Amendment Proposal**

On April 3, 2018, staff received a memo from current ZBA Chair Mary Beth Berns, and former ZBA Chair Matt Rodgers explaining comments made at the March 12th Planning and Development Committee meeting. The memo details possible issues the text amendment recommended by the Plan Commission may create, and therefore provides an alternate text amendment proposal. The full memo is attached for reference.

The memo states the Plan Commission’s recommendation will speed the encroachment into Evanston’s front yards, especially on blocks where the average house setback is less than 20 feet. In the example provided, a property with a 16 foot front yard house setback would be able to construct a 6 foot deep porch, which is a 37.5% encroachment into the front yard (the current regulation allows a 10% encroachment).

The current and former ZBA Chairs instead recommend the following text amendment:

- Front porches must maintain a minimum 10 foot front yard setback.
- Front porches may encroach into 25% of the depth of the required front yard, with a maximum porch depth not to exceed 7 feet.
- Enclosed porches are prohibited encroachments into front yards.
- Any request for a porch depth beyond the 25% encroachment shall be a Major Variation.

Given this alternate proposal, staff recommends the text amendment be referred back to the Plan Commission for additional discussion.

**Proposal Overview**

Based on feedback from the Plan Commission and staff research, the following text amendment was recommended, but should be discussed again at the Plan Commission in comparison to the alternative proposal:

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:
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 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 requests for 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

![Chart](chart.png)
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
Memo from current and previous ZBA Chairs – submitted April 3, 2018
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.

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.

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
Memorandum

To: Planning & Development Committee

Cc: Erika Storlie, Assistant City Manager/Interim Director of Community Development
Scott Mangum, Planning and Zoning Administrator
Melissa Klotz, Zoning Planner

From: Matt Rodgers, Former Chair, Zoning Board of Appeals
Mary Beth Berns, Chair, Zoning Board of Appeals

Re Zoning Ordinance Text Amendment
Pertaining to Front Porches

Date: April 2, 2018

After speaking about our concerns regarding proposed Ordinance 40-O-18 to amend the Zoning Ordinance regulations for front porches, the chair of the Planning & Development Committee asked that our proposal be written into a memorandum for discussion at the April 9 meeting of the Planning & Development Committee. This document outlines our proposed changes and how they will be applied to Evanston properties while addressing two main issues:

• Allow front porches with a usable depth, encouraging neighborhood involvement and promoting public safety
• Reduce the number of properties that need variations, easing the burden on the homeowner, staff and citizen planners

Background

Currently, the Zoning Ordinance permits porches (enclosed or open) to extend 10% into the required front yard setback. On a typical Evanston property with a required 27’ setback, an unusable space of 2.7’ is permitted. For properties with a smaller required setback based on the average of surrounding properties, an even smaller porch is all that is permitted.

In the past couple of years, staff addressed porch variances administratively, granting a maximum porch depth of 6’, the minimum staff determined to be a usable space. It was determined that the Zoning Ordinance needed to be amended to reduce the number of front porch variations brought to staff and the Zoning Board of Appeals.

Plan Commission was asked to consider two options to decrease the number of zoning variations that would be required for front porches—a 25% encroachment option and a 6’ porch depth option. Plan Commission recommended that the Zoning Ordinance be amended to read that: “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.”

We believe that when this proposal is put into practical application, there will be issues that will speed the encroachment into Evanston’s front yards, especially on blocks where the average
setback is less than 20’. For example, a property with a 16’ setback would be able to construct a 6’ front porch by right, a 37.5% encroachment into the front yard!

**Proposal Overview**

Based on staff research and our combined experience on ZBA, we propose to amend the Zoning Ordinance to reduce the required front porch setback from allowing a 10% front yard encroachment to include the following regulations:

a. Front porches must maintain a minimum 10-foot front yard setback and may be 25% of the depth of the required front yard not to exceed a maximum of seven feet in depth.

b. Enclosed porches are prohibited encroachments into front yards.

c. Any request for a porch depth beyond the 25% shall be a major variation.

**Rationale**

**a. Front porches must maintain a minimum 10-foot front yard setback and may be 25% of the depth of the required front yard not to exceed a maximum of seven feet in depth.**

The proposed changes would encourage porches of different sizes depending on the location. Using a percentage produces a more balanced approach to the gradual encroachment of porches into front yards and allows for a usable outdoor space in many neighborhoods. Requiring a 10’ minimum front yard setback prevents porches from crowding the public right-of-way, as long as they are maintained as porches, and allows for a consistent minimum amount of green space at the front of properties.

When analyzing typical property scenarios using the 25% encroachment, maximum porch depth and minimum front yard setback, the proposed zoning changes produce the following porch requirement:

**Chart 1. Proposed 25% encroachment impact on typical Evanston properties**

<table>
<thead>
<tr>
<th>Required front yard setback*</th>
<th>25% encroachment (max. porch depth)</th>
<th>Adjustment</th>
<th>Resulting required porch setback</th>
</tr>
</thead>
<tbody>
<tr>
<td>50.0’</td>
<td>12.5’</td>
<td>-5.5’ = 7.0’</td>
<td>43.0’</td>
</tr>
<tr>
<td>36.0’</td>
<td>9.0’</td>
<td>-2.0’ = 7.0’</td>
<td>29.0’</td>
</tr>
<tr>
<td>27.0’</td>
<td>6.75’</td>
<td></td>
<td>20.25’</td>
</tr>
<tr>
<td>22.0’</td>
<td>5.5’</td>
<td></td>
<td>16.5’</td>
</tr>
<tr>
<td>16.0’</td>
<td>4.0’</td>
<td></td>
<td>12.0’</td>
</tr>
<tr>
<td>12.0’</td>
<td>3.0’</td>
<td>-1.0’ = 2.0’</td>
<td>10.0’</td>
</tr>
</tbody>
</table>

*A standard Evanston lot has a 27’ front yard setback; smaller and larger setbacks are applied when the average of neighboring properties are greater or less than 27’.

As shown by the above chart, there will be smaller yards that always will require a variance. Any property with a required front yard setback smaller than 13.5’ would not be permitted a usable porch by right. These cases would be reviewed and adjudicated by the Zoning Board of Appeals through the major variation process.

In examining recent cases that have been granted variations, one can see that most of these porches would be allowed a usable front porch by right.
Chart 2. Practical application of 25% encroachment
Properties that recently filed front porch variations and what would have been allowed by right under 25% proposal.

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Current Zoning</th>
<th>Amended Zoning*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Required</td>
<td>Permitted 10% Encroachment</td>
</tr>
<tr>
<td>1718 Harrison St</td>
<td>25.0'</td>
<td>22.5'</td>
</tr>
<tr>
<td>2034 Maple Ave</td>
<td>28.3'</td>
<td>25.5'</td>
</tr>
<tr>
<td>2001 Seward St</td>
<td>27.0'</td>
<td>24.3'</td>
</tr>
<tr>
<td>1029 Asbury Ave</td>
<td>35.2'</td>
<td>31.7'</td>
</tr>
<tr>
<td>1515 Dewey Ave</td>
<td>17.7'</td>
<td>15.9'</td>
</tr>
<tr>
<td>1519 Colfax St</td>
<td>29.1'</td>
<td>26.2'</td>
</tr>
</tbody>
</table>

*Porch depths listed at 7.0' may have been reduced to the maximum allowed under the proposed changes.

We are opposed to a fixed measurement compared to a percentage for the porch depth, except as a maximum depth. Many neighboring communities use this fixed-depth model for front porches, but our proposal is more generous than their requirements.

Chart 3. Comparison of proposed setbacks to surrounding communities
Staff research on nearby communities in comparison to proposal effect on typical Evanston lots (27’ and 20’).

<table>
<thead>
<tr>
<th>Community</th>
<th>Open Porch, Roofed</th>
<th>Open Porch, No Roof</th>
<th>Awning/Canopy*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evanston (27’)</td>
<td>6.75’</td>
<td>6.75’</td>
<td>2.7’</td>
</tr>
<tr>
<td>Wilmette</td>
<td>6.0’</td>
<td>6.0’</td>
<td></td>
</tr>
<tr>
<td>Evanston (20’)</td>
<td>5.0’</td>
<td>5.0’</td>
<td>2.0’</td>
</tr>
<tr>
<td>Oak Park</td>
<td>5.0’</td>
<td>5.0’</td>
<td>1.5’</td>
</tr>
<tr>
<td>Lincolnwood</td>
<td>3.0’</td>
<td>Allowed</td>
<td>10%</td>
</tr>
<tr>
<td>Chicago</td>
<td>Not permitted</td>
<td>Not permitted</td>
<td>Allowed</td>
</tr>
<tr>
<td>Skokie</td>
<td>Not permitted</td>
<td>10.0’</td>
<td>3.0’</td>
</tr>
</tbody>
</table>

*Awnings and canopies would still be subject to the 10% rule, although the porch could extend to the Open Porch, No Roof encroachment.

b. Enclosed porches are prohibited encroachments into front yards.

Evanston zoning does not distinguish between open, roofed, screened or enclosed porches. Most neighboring communities do not permit enclosed porches. Enclosed porches do not promote “eyes on the street” which is the primary benefit to permitting zoning variations to allow porches to encroach further into the front yard setback.

Chart 4. Enclosed porches in surrounding communities
Staff research on nearby communities in comparison to Plan Commission and proposal effect on typical Evanston lots (27’ and 20’).

<table>
<thead>
<tr>
<th>Community</th>
<th>Enclosed Porch, Plan Commission</th>
<th>Enclosed Porch, Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evanston (27’)</td>
<td>6.75’</td>
<td>Not permitted</td>
</tr>
<tr>
<td>Wilmette</td>
<td>Not permitted</td>
<td>Not permitted</td>
</tr>
<tr>
<td>Evanston (20’)</td>
<td>5.0’</td>
<td>Not permitted</td>
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<tr>
<td>Oak Park</td>
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<tr>
<td>Lincolnwood</td>
<td>Not permitted</td>
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<tr>
<td>Chicago</td>
<td>Not permitted</td>
<td>Not permitted</td>
</tr>
<tr>
<td>Skokie</td>
<td>Not permitted</td>
<td>Not permitted</td>
</tr>
</tbody>
</table>

We recommend that the Zoning Ordinance be amended to prohibit enclosed porches as a front yard encroachment. An enclosed porch would be allowed if it remained within the permitted building envelope. Due to the number of Evanston properties that have existing enclosed porches that would become legally nonconforming, staff does not share this opinion. We believe
that, although many enclosed porches will be nonconforming, this change would have minimal impact.

A porch receives a 50% building lot coverage exemption. When that room is converted to a four-season room, it no longer qualifies for the zoning exemption, and now the area of the ‘porch’ pushes the property over the allowable lot coverage. We know from practice that quite a large number of these porches are converted by adding heating and removing the wall between the house and porch without the proper permits and zoning review. It may be used as a means to enlarge the habitable space of a house—sometimes up to 25%—that would not otherwise meet the zoning requirements. Additionally, if an enclosed porch is allowed to encroach and then converted, the mass of the house moves closer to the street.

c. Any request for a porch depth beyond the 25% shall be a Major Variation.

Currently most front porches are filed as Minor Variations. Homeowners should not have to bear the burden of a Major Variation when the Zoning Ordinance does not permit a usable front porch. With the existing 10% regulation one would have to have a 30’ front yard setback to get a minimum 3’ porch, which would allow a door to open and not overhang the porch.

It is our belief that the proposed amendments are quite generous and permit front porches that are of a usable size. A homeowner who wants a larger than permitted porch can request a greater encroachment, but they should be required to demonstrate a particular hardship to ZBA as outlined in the Zoning Ordinance standards.

Standards for Approval

The proposed amendment meets the standards for approval of a text amendment outlined in the Zoning Ordinance (Section 6-3-4-5):

a. **The proposed amendment is consistent with the goals, objectives, and policies of the Comprehensive General Plan, as adopted and amended from time to time by the City Council.** The proposed amendment will work to maintain the appealing character of Evanston’s neighborhoods while guiding their change. It allows usable front porches by right in almost every Evanston neighborhood, encouraging eyes on the street, which promotes safety and strengthens communities.

b. **The proposed amendment is compatible with the overall character of existing development in the immediate vicinity of the subject property.** The Evanston housing stock features a wide variety of porches. Porches serve an important role in promoting safety and neighborhood involvement, while also often improving the aesthetic appearance of homes. By slowing the encroachment of porches into front yards, this proposal will maintain the character of neighborhoods.

c. **The proposed amendment will have an adverse effect on the value of adjacent properties.** The proposed text amendment will not have any adverse effects on the values of adjacent properties since the proposed change will result in similarly approved porches compared to those that are now approved via the variation process.

d. **The adequacy of public facilities and services.** This standard does not apply.
Summary

The proposed changes to the text amendment accomplish the same objectives as the one approved by Plan Commission, but do it in a more measured approach. Most homeowners would be permitted a usable front porch without a variation, and in many cases that permitted encroachment is more generous than that of nearby communities.

The prohibition against enclosed porches, creating legally nonconforming uses, would ensure that porches remain porches and maintain more balanced and more open front yard setbacks in Evanston neighborhoods.

We encourage Planning & Development and City Council to support our proposed changes to this text amendment.
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 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. Ordinance 39-O-18 was approved for Introduction on March 12, 2018.

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>
</tr>
</thead>
<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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</table>

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.

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<th>Standard</th>
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<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>
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<tr>
<td>Provided:</td>
<td>0 provided</td>
<td>0 provided</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
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 April 9, 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  Approved:_______________________________
Adopted:_____________________, 2018  __________________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:_________________________
Approved as to form:

_______________________________
Devon Reid, City Clerk  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>
<th>Finding</th>
</tr>
</thead>
</table>
| (A) The requested variation will not have a substantial adverse impact on the use, enjoyment or property values of adjoining properties; | __X__ Met       _____Not Met  
5-0 |
| (B) The requested variation is in keeping with the intent of the zoning ordinance; | __X__ Met       _____Not Met  
5-0 |
| (C) The alleged hardship or practical difficulty is peculiar to the property; | __X__ Met       _____Not Met  
5-0 |
| (D) The property owner would suffer a particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out; | __X__ Met       _____Not Met  
5-0 |
| (E) The purpose of the variation is not based exclusively upon a desire to extract additional income from the property; or there | __X__ Met       _____Not Met  
5-0 |
is a public benefit;

<table>
<thead>
<tr>
<th>(F) The alleged difficulty or hardship has not been created by any person having an interest in the property;</th>
<th>X Met</th>
<th>Not Met</th>
<th>5-0</th>
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<tr>
<th>(G) The requested variation is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty which affects the property;</th>
<th>X Met</th>
<th>Not Met</th>
<th>5-0</th>
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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>Vote:</th>
<th>Aye</th>
<th>No</th>
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<tbody>
<tr>
<td>Violetta Cullen</td>
<td>X</td>
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<tr>
<td>Mary Beth Berns</td>
<td>X</td>
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464 of 485
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:

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<td>(E) The purpose of the variation is not based exclusively upon a desire to extract additional income from the property; or there is a public benefit;</td>
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and, based upon these findings, and upon a vote of

_____1__ in favor & _____4__ against

recommends to the City Council

_____ approval

_____X___ denial

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**Attending:**

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**Vote:**

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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.” Ordinance 12-O-18 was approved for Introduction on March 12, 2018.

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.

Legislative History:
Ordinance 12-O-18 was presented to the City Council for Introduction on March 12, 2018. Upon direction of Ald. Revelle, the Ordinance is updated to reflect a policy affording property owners the ability to preserve, restore, or protect littoral properties.

Attachments:
Ordinance 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. Provisions of this Chapter do not prevent private measures to preserve, restore, and protect littoral properties.

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 4-13-7 of the City Code of 2012, as amended, is hereby further amended by adding Subsection 4-13-7(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

473 of 485
To: Members of the Planning & Development Committee  
From: Erika Storlie, Interim Community Development Director  
Sarah Flax, Housing and Grants Administrator  
Savannah Clement, Housing Policy and Planning Analyst  
Subject: Open Communities Report  
Date: April 3, 2018

**Recommended Action:**
Per aldermanic request, staff is providing information on the numbers of clients served in 2017 by Open Communities, for discussion.

**Funding Source:** N/A

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

**Discussion:**
In 2017, Open Communities reported that it responded to a total of 389 calls/cases. Below is a breakdown of the demographics:

<table>
<thead>
<tr>
<th>Income Level</th>
<th>Count</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extremely Low</td>
<td>147</td>
<td>56.9 %</td>
</tr>
<tr>
<td>Very Low</td>
<td>24</td>
<td>9.3 %</td>
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<tr>
<td>Low</td>
<td>30</td>
<td>11.6 %</td>
</tr>
<tr>
<td>Moderate</td>
<td>24</td>
<td>9.3 %</td>
</tr>
<tr>
<td>All Incomes Above</td>
<td>10</td>
<td>4.6 %</td>
</tr>
</tbody>
</table>

**Racial and Ethnic Demographics:**
66% of callers were Women.
25% of callers were Men.
34% of callers identified as White.
33% of callers identified as Black.
8% of callers identified as Hispanic.
6% of callers identified as Asian.

**Age Range:** 18-39 years  
29.6 %  
40-59 years  
31.6 %  
60 and older  
20.1 %

**Landlords vs. Tenants:**
10.7 %  
86.1 %
Additionally, the chart below shows how the number of calls/cases handled in 2017 compares to previous years.

Furthermore, Open Communities provided three workshops or trainings in 2017. Open Communities worked with staff from the City to provide a workshop to 49 landlord and property managers through the RENT (Rental Empowerment, Networking, and Training) Evanston initiative. In addition, the landlord-tenant liaison at Open Communities organized a meeting and training with tenants in one apartment building in order to help them collectively address issues in the building with property management. Staff from Open Communities also provided a workshop to the general public on tenant rights and responsibilities at the Evanston Public Library.
Memorandum

To: Honorable Mayor and Members of the City Council

From: Jennifer Lasik, Cultural Arts Coordinator
Paul Zalmezak, Economic Development Manager
Dr. Pat Efiom, Equity and Empowerment Coordinator

Subject: Approval of Economic Development Grant for Evanston Equity in the Arts Hiring Program

Date: April 9, 2018

Recommended Action:
The Economic Development Committee and staff recommend City Council approve funding totaling $25,000 to Mudlark Theater to hire additional administrative staff. The Equity in the Arts hiring program will build capacity and diversity for Mudlark's management organization because candidates must be local minority residents.

Funding Source:
Staff recommends utilizing funds from the Economic Development Workforce Development Fund (Account 100.21.5300.62663) for this grant. The Equity in Arts Hiring program was originally approved by City Council on October 26, 2016 and allocated up to $50,000 annually as a one-to-one match to help local arts organizations hire and retain Employees of Color.

Livability Benefits:
The proposed program addresses several livability categories:

- Economy & Jobs: Supporting the local workforce and salaries
- Education, Arts, & Community: Strengthening the diversity and professionalism of our local arts organizations
- Equity & Empowerment: Providing opportunities for local minority residents to be administrative team members and decision-makers in Evanston organizations.

Summary:
In Evanston, arts organizations contribute to the local creative economy by supporting full and part-time jobs, filling the role of both consumers and vendors of products and services, adding to curbside appeal and contributing to the quality of life of our residents and the creative tourism for Evanston’s many yearly visitors.
Our community's arts organizations recognize the importance of inclusion, diversity and accessibility. These goals are best realized when diversity is embraced at the staff and board leadership levels. However, arts organizations struggle to find funding to expand and diversify their staff. State funding has been cut dramatically, and most grants do not allow for the support of salaries or operating expenses.

To address these shortcomings, on October 26, 2016, the City Council approved the allocation of $50,000 to be given as grants to local arts organizations, selected according to a competitive application process. A working group made up of City staff and Evanston arts administrators worked with Evanston’s Human Resources and Finance department and developed a rigorous vetting process to ensure that applicants would have the capacity to not only support the new position, but to continue it after the grant term is completed.

The program, as approved, included the following parameters:

Eligibility:

- Hiring Organizations: Organizations whose physical address is in the City of Evanston and that are arts organizations with a 501c3 IRS designation that are in good standing with the State of Illinois are eligible.
- Employment Candidates: Individuals between the ages of 18 and 65 who live in Evanston and belong to a minority class as defined by the EEOC.
- Term: The program term will be for 12 months with the option to extend for an additional 12 months.
- Organizational positions: The position offered must be an administrative or professional position within the organization, including but not limited to management, communications, development, finances, volunteer management, or administrative support. Ineligible positions include housekeeping, janitorial, maintenance, or class instructors.

Process: The application process addressed the following:

- Description and history of the organization
- Staff and board demographics
- Mission and vision of the organizations
- Narrative of how the funding would be used to build capacity and inclusiveness within the organization. Evanston-based Mudlark Theater met the requirements, provided the above information and in addition was able to demonstrate through written application:
  - A successful track record of its organization
  - The demonstration of need and plan for implementation of a new Development Director position
  - The ability to provide mentoring and leadership development among employees
  - Specific and ambitious long and short-term organizational goals
Outreach:
The program was announced and organizations were encouraged to apply through three main channels. First, information was sent to all arts organizations on the Cultural Arts Coordinator’s contact list for city cultural arts. Second, information was passed to directors and executives of our arts organizations at the Cultural Arts Luncheons, which take place each quarter. Third, information went out on social medial and e-news.

Legislative History
The Economic Development Committee voted 8-0 to approve the recommendation to City Council on February 28, 2018.

Attachments:
Mudlark Application
### Applicant Information

<table>
<thead>
<tr>
<th>Legal Name of Applicant Organization</th>
<th>Mudlark Theater Company, NFP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year Founded</td>
<td>2005</td>
</tr>
<tr>
<td>Tax ID Number</td>
<td>36-4573236</td>
</tr>
<tr>
<td>Daytime Telephone</td>
<td>(847) 448-0708</td>
</tr>
<tr>
<td>Street Address</td>
<td>1417 Hinman Ave</td>
</tr>
<tr>
<td></td>
<td>Evanston, IL 60201</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:headquarters@mudlarktheater.org">headquarters@mudlarktheater.org</a></td>
</tr>
<tr>
<td>Website Address</td>
<td><a href="http://www.mudlarktheater.org">www.mudlarktheater.org</a></td>
</tr>
</tbody>
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### Organization Information

<table>
<thead>
<tr>
<th>Chief Administrative Officer</th>
<th>Michael Miro</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daytime Phone</td>
<td>(847) 912-5342</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:michael@mudlarktheater.org">michael@mudlarktheater.org</a></td>
</tr>
<tr>
<td>Person Completing Application</td>
<td>Michael Miro</td>
</tr>
<tr>
<td>Daytime Phone</td>
<td>(847) 912-5342</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:michael@mudlarktheater.org">michael@mudlarktheater.org</a></td>
</tr>
<tr>
<td>Total expenditures for the last</td>
<td>500676</td>
</tr>
<tr>
<td>completed fiscal year:</td>
<td></td>
</tr>
<tr>
<td>Total revenues for the last</td>
<td>533718</td>
</tr>
<tr>
<td>completed fiscal year:</td>
<td></td>
</tr>
</tbody>
</table>

### Summary of Application

<table>
<thead>
<tr>
<th>What is the title of the position you are creating or filling?</th>
<th>Director of Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is the total annual salary you will offer?</td>
<td>$50,000</td>
</tr>
</tbody>
</table>
Please describe the position, including job responsibilities, objectives and tasks.

| Responsibilities/Tasks                                                                 | 1) Develop goals and strategies to execute Mudlark's annual fundraising plan  
2) Secure financial support from individuals, foundations, and corporations  
3) Oversee the administration of donor mailing list and database  
4) Develop and maintain ongoing relationships with major donors  
5) Solicit and coordinate local business sponsorships  
6) Coordinate in-kind donations  
7) Ensure proper acknowledgement of all gifts  
8) Develop and track grant proposals |

The Director of Development is responsible for creating and overseeing a comprehensive development plan. Chief responsibilities include securing major gifts from new and existing individual major donors, cultivating grants and corporate sponsorships, event planning and oversight, and managing development staff.

The Director of Development reports to, and will collaborate closely with, the Executive Director, and is a key member of the senior management team responsible for creating Mudlark's long-term strategy.

Hiring a person of color as Director of Development is a crucial piece of Mudlark's larger diversity initiative. Mudlark's workforce comprises two main groups: a small, salaried staff and a large roster of contract workers (after-school and summer teaching artists, guest directors, and playwrights). The contractor group has diversified considerably in the last two years. Today, 25% to 30% of the artists working at Mudlark are people of color. But diversity is lagging at the staff and board levels. Our staff is only 10% minority, and our nine-person board is all white. Adding a person of color as Development Director will diversify not just the staff, but the inner circle of decision makers at Mudlark. Meanwhile, we are working to recruit six new board members, with racial diversity as a top priority. As the diversity initiative progresses, Mudlark's circle of contacts and community partners will continue to widen, accelerating and strengthening our outreach efforts.
How do you plan to solicit or recruit candidates for this position?  

To cast a wide net, Mudlark will place job postings about the position on sites that specialize in non-profits and arts administration, with language that welcomes and encourages candidates of color. Locally, we will take a more targeted approach, leveraging Mudlark's connections in the Evanston non-profit community to get recommendations and find candidates. Thanks to our success on the diversity initiative so far, new channels of connection to Evanston's black communities have opened that will help us in our search. Our most recent mainstage production, I.D., a show about race in Evanston with a predominantly black cast, is attracting interest and enthusiasm from community and church leaders, artists, and activists of color. Having the trust of gatekeepers in the black community means we will be more likely to find a candidate who is not only highly qualified, but familiar with Mudlark's work and excited to help us further our mission and reach our inclusion goals.

<table>
<thead>
<tr>
<th>Projected post date for position</th>
<th>Jan 02, 2018 09:00 AM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected start date for position</td>
<td>Feb 15, 2018 09:00 AM</td>
</tr>
</tbody>
</table>

Positional Information

1. What benefits do you offer full time employees? (paid time off, insurance, etc.)

Although we currently are unable to offer health insurance or 401k opportunities for our employees, we are completing a strategic planning process that has identified the need to add a benefits package over the next three years to attract and retain high performing staff. For now, we do offer paid time off to all of our employees and work to ensure maximum schedule flexibility whenever possible.

2. What goals and programs do you have planned for the 2018 season?

Programs: In 2018, we will strive to maintain or slightly exceed our 2017 program offerings. This includes after-school classes at 25 area schools and 60 sections of summer camps exploring a wide range of theater activities: improv, scene study, stage combat, puppetry, makeup, costume design, etc. The other main component is our season. With five shows on our Mainstage and six on our smaller Studio stage, Mudlark will engage over 200 young performers in artistically ambitious, original productions that focus on young people and their experiences. Every play we produce is either a world premiere or one that originally debuted at Mudlark.

Our 2018 goals include implementing Mudlark's first-ever Strategic Plan; continuing to diversify our participant base, artists, staff and board; producing more plays that represent marginalized and minority voices; exploring new community partnerships; creating a culture of professional development with better training for our employees and staff; and establishing a successful major gifts program.
<table>
<thead>
<tr>
<th>3. The grant is for a two-year period. What is your plan to extend the position after the grant term is complete?</th>
<th>The position of Development Director is undeniably vital to any non-profit of Mudlark's size, and we plan for the new hire's tenure to extend beyond the grant period. As we will outline in our forthcoming strategic plan, Mudlark aims to raise its annual contributed income total from $200,000 to $300,000 over the next three years. This rise—which will be fueled not only by the new Development Director but by strong board development and an ambitious major gifts program (thanks to a grant and training from the Evanston Community Foundation)—will provide the funding to afford the salary for the position after the grant period ends. This, in addition to continued programmatic growth, will ensure that the Development Director position is secure.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. How will your project be managed? How will the qualifications and make up of your board and staff help you achieve the goals of this project?</td>
<td>Integrating a full-time Director of Development into our staff structure will not be a challenge, since a form of the position already existed. Mudlark employed a part-time Development Director from summer 2015 to September 2017. In re-filling the position, we are acknowledging that the size of the job has grown along with the organization, and are therefore upgrading it to full-time. The new Director will have a Development Associate, Emily Wills, who reports directly to them and can help orient them to our development infrastructure, database, and current activities. Mudlark's board and staff help create a smooth transition for the new staff member by introducing them to important donors and community partners.</td>
</tr>
</tbody>
</table>
5. How does your organization currently impact underserved communities of Evanston?

The year 2017 has been a big one for Mudlark in terms of our impact on the underserved. While Mudlark has always maintained a need-blind scholarship policy for its fee-based programs, this summer we stepped it up through a partnership with Family Focus and our outreach consultant, William Eason. Our summer 2017 scholarship program provided 15 underprivileged children from the Family Focus summer program with $9,500 worth of scholarships and transportation to take part in Mudlark’s summer camps and productions. Feedback from participants and their families was overwhelmingly positive.

This fall, we partnered again with Mr. Eason and his theater company, The Art of Evolution, to produce Mudlark’s first-ever co-production. I.D. is a series of original vignettes about racial and cultural identity in Evanston as told through the lens of a diverse group of young people. The 10 Art of Evolution company members in the cast received the full experience of being in a Mudlark show without having to pay the usual participation fee. The cast, which is our most diverse ever, and subject matter, which examines racial justice, is also drawing the most diverse audience we have ever had at a show- and sparking needed conversations in the community.

All this is happening against a backdrop of increasing diversity in our hiring practices and continued partnerships with Y.O.U. and District 65 after-care programs to engage underserved kids in free creative writing and improv workshops.

6. Give us the big picture of how adding this position will affect your organization and the work you do.

Recruiting an effective Director of Development at this juncture is pivotal to achieving Mudlark's development goals. As we approach the limits of how many camps and classes we can run given our staffing and spatial capacity, a lot of our future growth must come from contributed income. This year, Mudlark was selected by the Evanston Community Foundation to participate in a major gifts challenge that requires us to raise $25,000 in major gifts for the next two years. This will be a big challenge, and having a strong Development Director to lead us will ensure that we meet our goal.

Hiring a person of color for the position will further broaden our horizons in terms of the work we do, the connections we foster, and the opportunities we pursue. A person of color in the inner circle of decision makers will guide Mudlark toward new ideas and new perspectives, inspiring positive changes not just in how we raise money, but in the programs and projects we pursue to attract that money.
6. Give us the big picture of how adding this position will affect your organization and the work you do. - Copy

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Demographic Information

| Total Number of Paid Staff (including artists) | 10 |
| Number | 10 |
| Total Number of Board Members | 9 |
| What percent of your board would currently identify as non-white/caucasian? | 0 |
| Total Audience/Attendees/Readers | 6000 |

Please describe the methods you use to collect information about your staff and audience numbers and demographics.

Demographic information about program participants is collected using registration forms. We also track school demographic information to assess whether our in-school programming is covering as diverse a range as possible.

Regarding financial demographics, when parents apply for scholarships, they fill out a form explaining why they need the scholarship and state whether they are eligible for federal free or reduced lunch. Of those families that request scholarships, most qualify for free or reduced lunch, while the remainder are experiencing temporary hardship (recent job loss, death in the family, etc.)

We track audience demographics with surveys emailed to ticket buyers.

Staff/Board demographic information is tracked with a voluntary self-identifying race/ethnicity form.

Finances
|------------------------|--------------------------------------------------------------------------------------------------|

**Uploads**

<table>
<thead>
<tr>
<th>One-page description of key personnel (artistic and administrative, paid and/or volunteer) which includes job title, workload (e.g. full-time or part-time) and brief career summary Current list of officers and board members, with addresses for each.</th>
<th><a href="https://s3.amazonaws.com/files.formstack.com/uploads/1864132/28805399/364273058/28805399_key_personnel.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/1864132/28805399/364273058/28805399_key_personnel.pdf</a></th>
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<td>Link 1</td>
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