CITY COUNCIL REGULAR MEETING

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

(II) Mayor Public Announcements and Proclamations
    Arbor Day, April 27, 2018
    Public Service Week, May 6-12, 2018

(III) City Manager Public Announcements
    Community Ambassador Program

(IV) Communications: City Clerk

(V) Public Comment
Members of the public are welcome to speak at City Council meetings. As part of the Council agenda, a period for public comments shall be offered at the commencement of each regular Council meeting. Public comments will be noted in the City Council Minutes and become part of the official record. Those wishing to speak should sign their name and the agenda item or non-agenda topic to be addressed on a designated participation sheet. If there are five or fewer speakers, fifteen minutes shall be provided for Public Comment. If there are more than five speakers, a period of forty-five minutes shall be provided for all comment, and no individual shall speak longer than three minutes. The Mayor will allocate time among the speakers to ensure that Public Comment does not exceed forty-five minutes. The business of the City Council shall commence forty-five minutes after the beginning of Public Comment. Aldermen do not respond during Public Comment. Public Comment is intended to foster dialogue in a respectful and civil manner. Public comments are requested to be made with these guidelines in mind.
(VI) Consent Agenda and Report of Standing Committees:
Administration & Public Works - Alderman 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 April 9, 2018.
For Action

ADMINISTRATION & PUBLIC WORKS COMMITTEE

(A1) Payroll – March 19, 2018 through April 01, 2018 $ 2,864,691.16

(A2.1) Bills List – April 24, 2018 $ 1,381,367.39

Credit Card Activity (not including Amazon purchases) –
Period Ending February 28, 2017
Bank of America $ 173,924.14
BMO $ 6,692.89

For Action

(A2.2) Amazon Credit Card Activity – Ending February 28, 2017
Bank of America $ 8,689.56
BMO $ 31.99

For Action

(A3.1) Sustainable Pest Control and Pesticide Reduction Policy
Staff recommends that City Council accept and place on file the proposed
pesticide use and reduction effort report.
For Action: Accept and Place on File

(A3.2) Dodge Avenue Bike Lane Modifications
The 8th Ward Alderman has requested that the City Council review the necessity
for bike lanes on Dodge Avenue between Howard Street and Oakton Street.
Staff is requesting direction from City Council on how to proceed.
For Action
(A3.3) **Contract with Schroeder & Schroeder Inc. for the 2018 50/50 Sidewalk Replacement Project**

Staff recommends City Council authorize the City Manager to execute a contract for the 2018 50/50 Sidewalk Replacement Project (Bid No. 18-14) with Schroeder & Schroeder Inc. (7306 Central Park Avenue, Skokie, IL 60076) in the amount of $211,000.00. Funding will be provided from the Capital Improvement Program 2018 General Obligation Bonds in the amount of $150,000 (with a budget of $300,000 with a remaining balance of $284,209.50), and from estimated private funds in the amount of $61,000.

**For Action**

(A3.4) **Contract with Bolder Contractors, Inc. for the 2018 Water Main Improvements and Street Resurfacing Project**

Staff recommends City Council authorize the City Manager to execute a contract for the 2018 Water Main Improvements and Street Resurfacing Project (Bid No. 18-10) with Bolder Contractors, Inc. (316 Cary Point Drive, Cary, IL 60013) in the amount of $2,410,717.49. Funding will be provided from the CIP Fund 2018 General Obligation Bonds in the amount of $380,000.00, the Water Fund in the amount of $2,470,000.00, and the Sewer Fund in the amount of $300,000.00. A detailed summary of the funding can be found on the corresponding transmittal memorandum.

**For Action**

(A3.5) **Purchase of Trees and Planting Services for Spring Planting**

Staff recommends that City Council authorize the City Manager to execute a contract award for the purchase of 300 trees and planting services for 150 of those trees from Suburban Tree Consortium in the amount of $85,006.00. Funding for this purchase will be from: $135,000 from the Forestry Division General Funds (Account 100.40.4320.65005), and $1,000 from Replant Express Funds (Account 100.41335). The Replant Express program allows residents to pay $250 (the cost of a 2.0” – 2.5” tree plus delivery) to be added to our planting list immediately, rather than waiting the two years it typically takes for a replacement tree. There are four trees being planted through this program which generated $1,000.00 in payments. These two funding sources will be used to purchase all 300 trees for the parkways and the planting of 150 of those trees.

**For Action**
(A3.6) **One-Year Contract Extension with Interra, Inc. for Material Testing Services**
Staff recommends City Council authorize the City Manager to execute an agreement for a 1-year contract extension with Interra, Inc. (600 Territorial Drive, Suite G, Bolingbrook, IL 60440) to the agreement for Material Testing Services (RFP 17-02) for various capital infrastructure improvement projects in the amount not-to-exceed $150,000. Funding will be provided from the 2018 General Obligation Bonds, Water Fund, MFT Fund and Sewer Fund, depending on the project. Projects utilizing material testing services include street resurfacing, alley paving, sidewalk replacement, sewer and water main improvements, and other infrastructure improvements as needed.

**For Action**

(A3.7) **Contract with Insituform Technologies USA, LLC for the 2018 CIPP Sewer Rehabilitation Contract A**
Staff recommends that City Council authorize the City Manager to execute a contract for the 2018 CIPP Sewer Rehabilitation Contract A (Bid No. 18-16) with Insituform Technologies USA, LLC (17988 Edison Avenue, Chesterfield, MO 63005) in the amount of $249,439.00. Funding for this project is from the Sewer Fund (Account 515.40.4535.62461–418009), which has an FY 2018 budget allocation of $675,000 for CIPP Sewer Rehabilitation projects, with $675,000 remaining.

**For Action**

(A3.8) **Contract with Bolder Contractors for Emerson Street Wholesale Water Meter Vault Construction**
Staff recommends the City Council authorize the City Manager to execute a contract for the Emerson Street Wholesale Water Meter Vault Construction (Bid 18-15) with Bolder Contractors (316 Cary Point Drive, Cary, IL 60013) in the amount of $1,162,000.00. Funding for will be provided from the Water Fund (Account 513.71.7330.65515 – 717017), which has an FY2018 budget of $1,250,000. The remaining budget is $1,250,000. Evanston will recover the cost of all engineering and construction of the meter vault as 100% of the cost to construct the vault is included in the Morton Grove Niles Water Commission water rate calculation.

**For Action**
(A3.9) Amendment to Contract for the Emerson Street Wholesale Water Meter Engineering Services with Crawford, Murphy & Tilly, Inc.
Staff recommends that the City Council authorize the City Manager to execute an Amendment to the contract for the Emerson Street Wholesale Water Meter Engineering Services (RFP 17-36) with Crawford, Murphy & Tilly, Inc. (550 N. Commons Dr., Suite 116, Aurora, IL 60504) to include Engineering Services During Construction in the amount of $149,353.00. Funding for Engineering Services during construction will be provided from the Water Fund (Account 513.71.7330.62145 – 717017) which has a FY2018 budget balance of $131,000. The remaining of the cost for this addendum is available from savings in the Water Fund Account 513.71.7330.62145 due to projects that were scheduled for 2018 and are delayed, specifically the 36/42 Water Intake Replacement. Evanston will recover the cost of all engineering and construction of the meter vault as 100% of the cost to construct the vault is included in the Morton Grove Niles Water Commission water rate calculation.

For Action

(A3.10) Change Order to the Central Street Bridge Phase I Engineering Contract with Stanley Consultants, Inc.
Staff recommends City Council authorize the City Manager to execute Change Order No. 1 to the Central Street Bridge Phase I Engineering Contract (Bid No. 16-08) with Stanley Consultants, Inc. (850 West Higgins Road, Suite 730, Chicago, IL 60631) in the amount $27,328.59. This will increase the overall contract amount from $438,100 to $465,428.59. Funding will be provided from the 2018 General Obligation Bonds for the Central Street Bridge Engineering Services, which has a budget of $100,000 for this project (Account No. 415.40.4118.62415 – 418012), of which $100,000 is remaining.

For Action

(A3.11) Change Order No. 3 to the Agreement with Copenhaver Construction for the Fountain Square Renovations
Staff recommends City Council authorize the City Manager to approve Change Order No. 3 to the agreement with Copenhaver Construction (75 Koppie Drive, Gilberts, IL) for the Fountain Square Renovations project which extends the existing contract completion deadline by 29 days from May 1, 2018 to May 30, 2018.

For Action

(A3.12) Sidewalk Café – Cold Stone Creamery
Staff recommends City Council approval of first-time application for a sidewalk café permit for Cold Stone Creamery, an ice cream store located at 1611 Sherman Avenue. The sidewalk café will consist of three picnic tables with six seats each for a seating capacity of eighteen, and will operate Sunday-Thursday 12:00 p.m.–10:00 p.m. and Friday-Saturday 12:00 p.m.–11:00 p.m.

For Action
(A3.13) Sidewalk Café – Amanecer Taco Shop
Staff recommends City Council approval of first-time application for a sidewalk café permit for Amanecer Taco Shop, a Type 2 restaurant located at 512 Main Street. The sidewalk café will consist of one table with four seats and one table with two seats for a seating capacity of six, and will operate Sunday-Thursday 7:00 a.m.-2:00 p.m. and Friday-Saturday 7:00 a.m.-11:00 p.m.
For Action

(A3.14) Three Year Sole-Source Service Agreement with Tyler Technologies/New World ERP
Staff recommends City Council authorize the City Manager to execute a three year sole-source agreement with Tyler Technologies (P.O. Box 203556, Dallas, TX 75320)/ New World ERP (NW) in the annual amount of $98,609 for financial management and human resources/payroll processes with a $4,000 one-time software fee for a total of $299,827. The new contract includes software support, maintenance, upgrades and hosting. Funding will be from the following: 85% from the IT Fund (Account 100.19.1932.62340), with a current balance is $361,416.63; and 15% from the Water Fund (Account 510.40.4225.62340), with a current balance is $84,810.
For Action

(A3.15) 2018 Fraternal Order of Police Sergeant Union Contract
Staff recommends City Council authorize the City Manager to execute a collective bargaining agreement between the City and the Fraternal Order of Police (FOP) Sergeant Union.
For Action

(A3.16) 2017-2018 International Association of Fire Fighters Union, Local 742 Contract
Staff recommends City Council authorize the City Manager to execute a two-year collective bargaining agreement between the City and the International Association of Fire Fighters Union (IAFF), Local 742.
For Action

(A4) Resolution 21-R-18, A Corporate Resolution Accepting a Grant from Illinois Housing Development Authority’s Abandoned Residential Property Municipal Relief Program
Staff recommends City Council adoption of Resolution 21-R-18, accepting a $75,000 Grant from the Illinois Housing Development Authority’s Abandoned Residential Property Municipal Relief Program.
For Action
(A5) **Resolution 20-R-18, Authorizing the Appointment of Chief Financial Officer and City Treasurer for the City of Evanston**
Staff recommends City Council adopt Resolution 20-R-18, appointing Hitesh Desai as Chief Financial Officer and City Treasurer.  
**For Action**

(A6) **Resolution 23-R-18, Five-Year Loan Agreement with Hip Circle Empowerment Center to Fund Expenses at 727 Howard Street**
Staff recommends City Council adoption of Resolution 23-R-18, authorizing a five-year loan of $25,000 to Hip Circle Empowerment Center for tenant improvements at 727 Howard Street. The Howard/Ridge Tax Increment Financing Fund (Account 330.99.5860.65509) is the recommended source of funding for the estimated $49,889 construction budget. The City, as landlord, is providing a tenant improvement allowance of $25,000. The remaining $24,889 will be in the form of a loan, and repaid with interest during the first 60 month term of the lease agreement.  
**For Action**

(A7) **Ordinance 60-O-18, Five-Year Lease of City-Owned Real Property Located at 727 Howard Street with Hip Circle Empowerment Center**
Staff recommends City Council adoption of Ordinance 60-O-18, authorizing the City Manager to enter into a five-year lease of City-owned real property located at 727 Howard Street, Evanston, Illinois with Hip Circle Empowerment Center. For tenant improvement allowance component of the lease agreement, staff recommends a total of up to $25,000 from the Howard/Ridge Tax Increment Financing Fund (Account 330.99.5860.65509). An additional build-out loan of $24,889 will also be provided from this account, which Hip Circle Empowerment Center will repay with interest over the five-year lease term. A **two-thirds majority of City Council is required to adopt Ordinance 60-O-18.**  
**For Introduction**

(A8) **Ordinance 57-O-18, Updating Authorized Signatories and Financial Institutions for Deposits/Investments of City Funds**
Staff recommends City Council adopt Ordinance 57-O-18, adding Hitesh Desai as a depository signature to City accounts.  
**For Introduction**

(A9) **Ordinance 25-O-18, Amending the City Code for the Public Works Agency**
Staff recommends City Council adopt Ordinance 25-O-18 amending Title 7, Chapter 1 of the Evanston City Code, “Public Works Agency”. The Ordinance also codifies the Block Party permit processes.  
**For Introduction**
(A10) **Ordinance 50-O-18, Increasing the Number of Class D Liquor Licenses for Falcon Eddy's Barbeque located at 825 Church Street**
Local Liquor Commissioner recommends City Council adoption of Ordinance 50-O-18, amending Evanston City Code Subsection 3-4-6-(D) to increase the number of Class D Liquor Licenses from forty-nine (49) to fifty (50) and permit issuance of a Class D license to Falcon Eddy’s, LLC d/b/a Falcon Eddy’s Barbeque located at 825 Church Street.

For Introduction

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(A11) **Ordinance 51-O-18, Increasing the Number of Class F Liquor Licenses for Target Store T0927 located at 2209 Howard St.**
Local Liquor Commissioner recommends City Council adoption of Ordinance 51-O-18, amending Evanston City Code Subsection 3-4-6-(F) to increase the number of authorized Class F liquor licenses from ten (10) to eleven (11), and permit issuance of a Class F license to Target Corporation d/b/a Target Store T0927 located at 2209 Howard Street.

For Introduction

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(A12) **Ordinance 52-O-18, Increasing the Number of Class X Liquor Licenses for Board & Brush Evanston located at 802 Dempster Street**
Local Liquor Commissioner recommends City Council adoption of Ordinance 52-O-18, amending Evanston City Code Subsection 3-4-6-(X) to increase the number of Class X Liquor Licenses from zero (0) to one (1) and permit issuance of a Class X license to SV Evanston Family, LLC d/b/a Board & Brush Evanston, 802 Dempster Street. *Alderman Wilson recommends suspension of the rules for Introduction and Action at the April 23, 2018 City Council meeting.*

For Introduction

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(A13) **Ordinance 53-O-18, Increasing the Number of Class F-2 Liquor Licenses for Binny's Beverage Depot located at 1111 Chicago Ave.**
Local Liquor Commissioner recommends City Council adoption of Ordinance 53-O-18, amending Evanston City Code Subsection 3-4-6-(F-2) to increase the number of Class F-2 Liquor Licenses from zero (0) to one (1) and permit issuance of a Class F-2 license to Gold Standard Enterprises, Inc., d/b/a Binny's Beverage Depot located at 1111 Chicago Avenue.

For Introduction

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(A14) **Ordinance 54-O-18, Amending City Code Section 3-4-6(F) Eliminating the 500 Foot Restriction From Other Class F Liquor Licenses**
Local Liquor Commissioner recommends City Council adoption of Ordinance 54-O-18, eliminating the restriction prohibiting Class F liquor licensees to be within five hundred (500) feet from another Class F liquor license establishment.

For Introduction
(A15) **Ordinance 55-O-18, Amending City Code Section 3-4-6(F) Eliminating the 500 Foot Restriction From Other Class F-1 Liquor Licenses**
Local Liquor Commissioner recommends City Council adoption of Ordinance 55-O-18, eliminating the restriction prohibiting Class F-1 liquor licensees to be within five hundred (500) feet from another Class F-1 liquor license establishment.

For Introduction

(A16) **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 Action

**PLANNING & DEVELOPMENT COMMITTEE**

(P1) **Granting Vacation Rental License for 1500 Main Street**
City staff recommends approval of a Vacation Rental License for the property located at 1500 Main Street. The Vacation Rental meets all of the Standards and Procedures for license approval.

For Action

(P2) **Granting Vacation Rental License for 1419 Elmwood**
City staff recommends approval of a Vacation Rental License for the property located at 1419 Elmwood Avenue. The Vacation Rental meets all of the Standards and Procedures for license approval.

For Action

(P3) **Ordinance 29-O-18, Amending the City Code Title 2, Chapter 8 “Historic Preservation”**
The Preservation Commission and staff recommend City Council approval of Ordinance 29-O-18, Amending Title 2, Chapter 8 of the Evanston City Code, “Historic Preservation.” The focus of the text amendment is to update, when appropriate, the language and definitions and also streamline procedures to make it more user friendly for the staff, the Commission, and the public. The original intent and principles of the current Preservation Ordinance have been maintained.

For Introduction
(P4) Ordinance 47-O-18, Amending the Definition of “Coach House” in the City Code Section 6-18-3
Staff recommends adoption of Ordinance 47-O-18, 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. Ordinance 47-O-18 was held on April 9, 2018 until April 23, 2018 for Introduction.
For Introduction

(P5) Ordinance 40-O-18, Amending the City Code, “Permitted Obstructions in Required Yards: General Provisions” Relating to Front Porches
Following input from the current and former Zoning Board of Appeals Chair, staff recommends direction from the Committee regarding the scope of amendments to the front porch regulations. If the proposed amendments are limited to sections of the Zoning Ordinance that were included in the Plan Commission legal notice (6-4-1-9 Yards, and 6-18-3 Definitions), Ordinance 40-O-18 can be approved and/or amended. However, if the Committee desires to amend other regulations such as the appropriate determining body for porch variations (6-3-8-3 Authorized Variations), a Plan Commission meeting would need to be re-noticed accordingly. Ordinance 40-O-18 was held on April 9, 2018 until April 23, 2018 for Introduction.
For Introduction

(P6) Ordinance 58-O-18 Granting a Special Use for a Type 2 Restaurant, Falcon Eddy’s Barbecue at 825 Church Street
The Zoning Board of Appeals and City Staff recommend adoption of Ordinance 58-O-18 granting a special use approval for a Type 2 Restaurant, Falcon Eddy’s Barbecue in the D2 District. The applicant has complied with all zoning requirements, and meets all of the standards of a special use for this district.
For Introduction

(P7) 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 Action
APPOINTMENTS

(APP1) For Appointment:
Housing and Homelessness Commission: Monika Bobo
Ms. Bobo is Staff Counsel at the Illinois Housing Development Authority (IHDA), a state agency that works to finance the creation and preservation of affordable housing in Illinois. Previously, Monika worked to increase affordable housing throughout Lake County as the Housing Grant Administration Specialist for Lake County Planning, Building & Development. In addition to understanding housing needs over large geographic areas and at the neighborhood level, Monika brings experience in project underwriting, review, evaluation and budgeting. Monika is a licensed attorney and holds a J.D. from the New England School of Law, as well as bachelor’s degrees in Political Science and Psychology & Human Services from George Washington University.
For Action

(APP2) For Re-Appointment:
Plan Commission: Peter Isaac
Mr. Isaac is an attorney with Brown, Udell, Pomerantz & Delrahim, Ltd. representing clients with respect to real estate acquisition, development, management, leasing, and financing, general litigation, and various corporate and securities matter. He has a B.S. in Accountancy, J.D.; LLM in Real Estate.
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 MAY 15, 2018

### Upcoming Aldermanic Committee Meetings

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Committee</th>
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<tbody>
<tr>
<td>4/25/2018</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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<tr>
<td>5/3/2018</td>
<td>7:00 PM</td>
<td>Housing and Homelessness Commission</td>
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<td>5/7/2018</td>
<td>6:00 PM</td>
<td>Human Services Committee</td>
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<tr>
<td>5/14/2018</td>
<td>6:00 PM</td>
<td>Administration &amp; Public Works, Planning &amp; Development, City Council</td>
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<tr>
<td>5/15/2018</td>
<td>7:00 PM</td>
<td>Housing &amp; Community Development Act Committee</td>
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Information is available about Evanston City Council meetings at: [www.cityofevanston.org/citycouncil](http://www.cityofevanston.org/citycouncil). Questions can be directed to the City Manager’s Office at 847-866-2936. The City is committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the City Manager’s Office 48 hours in advance so that arrangements can be made for the accommodation if possible.
Present:

<table>
<thead>
<tr>
<th>Alderman Fiske</th>
<th>Alderman Revelle</th>
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<tbody>
<tr>
<td>Alderman Braithwaite</td>
<td>Alderman Rainey</td>
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<tr>
<td>Alderman Wynne</td>
<td>Alderman Fleming</td>
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<tr>
<td>Alderman Wilson</td>
<td>Alderman Suffredin</td>
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<tr>
<td>Alderman Rue Simmons</td>
<td>(9)</td>
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Absent:

Presiding: Mayor Stephen Hagerty
Mayor’s Public Announcements

Mayor Hagerty issued 2 Proclamations: April being National Fair Housing Month and National Library Week runs from April 8-14. The Mayor also meet with the 1st grade class of Lincoln School to talk about issues important to them. Students were interested in discussing the issues of guns, littering and animal rights.

City Manager’s Public Announcements

City Manager Wally Bobkiewicz announced Earth Day and Clean-Up Evanston! - Saturday April 21 from 9:00-11:00 am.

City Clerk’s Communications

City Clerk gave a brief overview presentation of the March 20th Election results

Public Comment

<table>
<thead>
<tr>
<th>Name</th>
<th>Comment</th>
<th>Watch</th>
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<tbody>
<tr>
<td>Greg Williams</td>
<td>Spoke in support of the Lakehouse project</td>
<td>Watch</td>
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<tr>
<td>James Angelmen</td>
<td>Spoke about the Taxi Cab Program</td>
<td>Watch</td>
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<tr>
<td>Betty Ester</td>
<td>Wanted lawsuit liabilities to be made public on city website for public viewing</td>
<td>Watch</td>
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<tr>
<td>John Alsterda</td>
<td>Asked City Council to vote no for the Lakehouse project.</td>
<td>Watch</td>
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<tr>
<td>Jeff Coney</td>
<td>Stated financial discrepancies in the Lakehouse project</td>
<td>Watch</td>
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<tr>
<td>Peter Laundy</td>
<td>Spoke in favor of the Lakehouse but wanted a better plan than the one currently proposed</td>
<td>Watch</td>
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<tr>
<td>Robert Dalrymple</td>
<td>Spoke of the financial risks by the Lakehouse ordinance</td>
<td>Watch</td>
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<tr>
<td>John Walsh</td>
<td>Wanted City Council to consider the terms of lease to make a proper decision</td>
<td>Watch</td>
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<tr>
<td>Clare Tallon Rue</td>
<td>Supported the Lakehouse project because of the lack of equitable access to the lakefront.</td>
<td>Watch</td>
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</tbody>
</table>
Carlis B. Sutton  Asked City Council to approve the lease application for the Lakehouse  Watch

Mary Rosinski  Supported the Lakehouse project  Watch

Mike Raftery  Voiced his support for the Lakehouse and asked City Council to support it.  Watch

Chris Foreman  Asked City Council to approve the Lakehouse project  Watch

David Staub  Spoke on behalf of the Central Street Neighbors Association urging City Council to pass the Lakehouse ordinance.  Watch

Jeff Smith  Stated the current proposal for the Lakehouse as it currently stands should be passed.  Watch

Pete McNamara  Treasurer for the Evanston Garden and Lakehouse who reassured City Council that they will assist with funding and architectural design. Urged City Council to vote yes, being that the current proposal has met the needs of the City.  Watch

Jerry Callaghan  Discussed item (P6) Ordinance 12-O-18: Amending City Code Title 4, Chapter 13, “Floodplain Regulations”  Watch

Sheila Sullivan  Board member of the Southeast Evanston Association who spoke in support of the Lakehouse project  Watch

Janelle Johnson  Board member of the Evanston Lakehouse & Gardens who reaffirmed the commitment of the organization on ensuring the Harley Clarke Mansion becomes a welcoming center for all members of the community  Watch

David Lightshoe  Ask City Council to vote no to the Lakehouse lease due to the indemnification clause becoming a large liability to the city  Watch

Nicole Kustok  Asked City Council to vote no on the Lakehouse lease for not being financially responsible or sustainable long term  Watch

Deborah Lawrance  Supported the Lakehouse lease in order to preserve the mansion  Watch
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

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
Motion made to table to April 23rd
Failed 4-5 Alderman Wynne, Suffredin, Wilson & Revelle Voted Yes

Failed 2-7 Alderman Suffredin & Alderman Revelle Voted Yes

Consent Agenda

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

For Action
Approved on Consent Agenda

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

City Council authorized 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.

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

City Council authorized 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.

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

City Council approved 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.

(A3.4) Sidewalk Café – Rock N’ Ravioli at 1012 Church Street
City Council approved 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
Approved on Consent Agenda

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

City Council authorized 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
Approved on Consent Agenda

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

City Council authorized 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
Approved on Consent Agenda

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

City Council authorized 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
Approved on Consent Agenda

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

City Council authorized 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
Approved on Consent Agenda

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

City Council approved 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
Approved on Consent Agenda

(A3.10) **Purchase of Vehicle for the Evanston Fire Department from Foster Coach Sales, Inc.**

City Council approved 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
Item taken off Consent Agenda and amount correct to $300,055
Passed 9-0

(A3.11) Purchase of Three Vehicles for the Public Works Agency from Monroe Truck Equipment, National Fleet Auto Group and JX Peterbilt

City Council approved 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
Approved on Consent Agenda

(A3.12) Single Source Purchase of Ford OEM Parts and Vehicle Service from Golf Mill Ford

City Council approved 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
Approved on Consent Agenda

(A3.13) Agreement with Full Throttle Marine for Watercraft Maintenance and Repair Services

City Council approved 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
Approved on Consent Agenda

(A3.14) Agreement with H-O-H Water Technology, Inc. for Chemical Water Treatment for HVAC Equipment in Various City Facilities

City Council approved 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
Approved on Consent Agenda

(A4) Ordinance 49-O-18, Approving the Construction of a Local Improvement Known as Evanston Special Assessment No. 1523

City Council adopted 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
Approved on Consent Agenda

(A5) Ordinance 38-O-18 Amending City Code Section 3-17-9 Regarding Senior Citizen/Persons with Disabilities Taxicab Program

City Council adopted 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.

For Introduction and Action
Passed 7-2 Alderman Suffredin & Alderman Simmons Voted No

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

City Council adopted 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.

For Introduction and Action
Approved on Consent Agenda

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

City Council adopted 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.

For Introduction and Action
Approved on Consent Agenda

(A8) 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.

For Action
Approved on Consent Agenda

(A9) 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.
(A10) 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.

(A11) 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.

(P1) Grant Renewal for the Homeless Management Information System to the Alliance to End Homelessness in Suburban Cook County

City Council approved 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.
(P2) **Ordinance 46-O-18, Granting a Special Use for a Type 2 Restaurant, Frio Gelato, at 1301 Chicago Avenue**

City Council adopted 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**

**Passed 9-0**

(P3) **Ordinance 47-O-18, Amending the Definition of “Coach House” in 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**

**Item moved to be returned to committee on April 23, 2018**

(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**

**Item held in committee until April 23, 2018**

(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**

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 offstreet 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
Approved on Consent Agenda

(P6) 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 Action
Approved on Consent Agenda

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

City Council approved 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
Passed 7-2
Alderman Fleming & Alderman Suffredin Voted No

Motion: Ald. Wilson

Call of the Wards

Ward 1: No Report

Ward 2: 2nd Ward meeting at the District 65 J.E.H. Education Center on April 12 at 7 p.m.
<table>
<thead>
<tr>
<th>Ward</th>
<th>Report</th>
<th>Watch</th>
</tr>
</thead>
<tbody>
<tr>
<td>3: Ward</td>
<td>No Report</td>
<td>Watch</td>
</tr>
<tr>
<td>4: Ward</td>
<td>No Report</td>
<td>Watch</td>
</tr>
<tr>
<td>5: Ward</td>
<td>5th Ward meeting at 7 p.m. at the Civic Center Room G300 on April 19th</td>
<td>Watch</td>
</tr>
<tr>
<td>6: Ward</td>
<td>Encouraged everyone to view the new lights between Central Park and Lawndale</td>
<td>Watch</td>
</tr>
<tr>
<td>7: Ward</td>
<td>Tuesday April 17th at Chandler-Newberger Center at 7 p.m. residents of Northeast Evanston will have an opportunity to receive the latest updates on the Sheridan Rd. improvement project and ask questions</td>
<td>Watch</td>
</tr>
<tr>
<td>8: Ward</td>
<td>Announced the grand opening of Jamaica Good to Go restaurant on Friday April 13</td>
<td>Watch</td>
</tr>
<tr>
<td>9: Ward</td>
<td>9th Ward meeting on April 21st at the Levy Center. Recognized 9th Ward resident Maddy for leading a beautification project in the 9th Ward.</td>
<td>Watch</td>
</tr>
</tbody>
</table>

**Adjournment**

Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned. Ald. Wilson led City Council into Executive Session. A roll call vote was taken and by a unanimous vote (9-0) City Council recessed into Executive Session.
AGENDA

I. DECLARATION OF A QUORUM: ALDERMAN FLEMING, CHAIR

II. APPROVAL OF MINUTES OF REGULAR MEETING OF APRIL 9, 2018

III. NATIONAL DRINKING WATER WEEK: 3RD GRADE ART CONTEST WINNERS

IV. ITEMS FOR CONSIDERATION

(A1) Payroll – March 19, 2018 through April 01, 2018 $ 2,864,691.16

(A2.1) Bills List – April 24, 2018 $ 1,381,367.39

Credit Card Activity (not including Amazon purchases) – Period Ending February 28, 2017
Bank of America $ 173,924.14
BMO $ 6,692.89

For Action

(A2.2) Amazon Credit Card Activity – Ending February 28, 2017
Bank of America $ 8,689.56
BMO $ 31.99

For Action

(A3.1) Sustainable Pest Control and Pesticide Reduction Policy
Staff recommends that City Council accept and place on file the proposed pesticide use and reduction effort report.
For Action: Accept and Place on File
(A3.2) **Dodge Avenue Bike Lane Modifications**

The 8th Ward Alderman has requested that the City Council review the necessity for bike lanes on Dodge Avenue between Howard Street and Oakton Street. Staff is requesting direction from City Council on how to proceed.

For Action

(A3.3) **Contract with Schroeder & Schroeder Inc. for the 2018 50/50 Sidewalk Replacement Project**

Staff recommends City Council authorize the City Manager to execute a contract for the 2018 50/50 Sidewalk Replacement Project (Bid No. 18-14) with Schroeder & Schroeder Inc. (7306 Central Park Avenue, Skokie, IL 60076) in the amount of $211,000.00. Funding will be provided from the Capital Improvement Program 2018 General Obligation Bonds in the amount of $150,000 (with a budget of $300,000 with a remaining balance of $284,209.50), and from estimated private funds in the amount of $61,000.

For Action

(A3.4) **Contract with Bolder Contractors, Inc. for the 2018 Water Main Improvements and Street Resurfacing Project**

Staff recommends City Council authorize the City Manager to execute a contract for the 2018 Water Main Improvements and Street Resurfacing Project (Bid No. 18-10) with Bolder Contractors, Inc. (316 Cary Point Drive, Cary, IL 60013) in the amount of $2,410,717.49. Funding will be provided from the CIP Fund 2018 General Obligation Bonds in the amount of $380,000.00, the Water Fund in the amount of $2,470,000.00, and the Sewer Fund in the amount of $300,000.00. A detailed summary of the funding can be found on the corresponding transmittal memorandum.

For Action

(A3.5) **Purchase of Trees and Planting Services for Spring Planting**

Staff recommends that City Council authorize the City Manager to execute a contract award for the purchase of 300 trees and planting services for 150 of those trees from Suburban Tree Consortium in the amount of $85,006.00. Funding for this purchase will be from: $135,000 from the Forestry Division General Funds (Account 100.40.4320.65005), and $1,000 from Replant Express Funds (Account 100.41335). The Replant Express program allows residents to pay $250 (the cost of a 2.0" – 2.5" tree plus delivery) to be added to our planting list immediately, rather than waiting the two years it typically takes for a replacement tree. There are four trees being planted through this program which generated $1,000.00 in payments. These two funding sources will be used to purchase all 300 trees for the parkways and the planting of 150 of those trees.

For Action
(A3.6) **One-Year Contract Extension with Interra, Inc. for Material Testing Services**

Staff recommends City Council authorize the City Manager to execute an agreement for a 1-year contract extension with Interra, Inc. (600 Territorial Drive, Suite G, Bolingbrook, IL 60440) to the agreement for Material Testing Services (RFP 17-02) for various capital infrastructure improvement projects in the amount not-to-exceed $150,000. Funding will be provided from the 2018 General Obligation Bonds, Water Fund, MFT Fund and Sewer Fund, depending on the project. Projects utilizing material testing services include street resurfacing, alley paving, sidewalk replacement, sewer and water main improvements, and other infrastructure improvements as needed.

**For Action**

(A3.7) **Contract with Insituform Technologies USA, LLC for the 2018 CIPP Sewer Rehabilitation Contract A**

Staff recommends that City Council authorize the City Manager to execute a contract for the 2018 CIPP Sewer Rehabilitation Contract A (Bid No. 18-16) with Insituform Technologies USA, LLC (17988 Edison Avenue, Chesterfield, MO 63005) in the amount of $249,439.00. Funding for this project is from the Sewer Fund (Account 515.40.4535.62461–418009), which has an FY 2018 budget allocation of $675,000 for CIPP Sewer Rehab. projects, with $675,000 remaining.

**For Action**

(A3.8) **Contract with Bolder Contractors for Emerson Street Wholesale Water Meter Vault Construction**

Staff recommends the City Council authorize the City Manager to execute a contract for the Emerson Street Wholesale Water Meter Construction (Bid 18-15) with Bolder Contractors (316 Cary Point Drive, Cary, IL 60013) in the amount of $1,162,000.00. Funding for will be provided from the Water Fund (Account 513.71.7330.65515 – 717017), which has an FY2018 budget of $1,250,000. The remaining budget is $1,250,000. Evanston will recover the cost of all engineering and construction of the meter vault as 100% of the cost to construct the vault is included in the Morton Grove Niles Water Commission water rate calculation.

**For Action**

(A3.9) **Amendment to Contract for the Emerson Street Wholesale Water Meter Engineering Services with Crawford, Murphy & Tilly, Inc.**

Staff recommends that the City Council authorize the City Manager to execute an Amendment to the contract for the Emerson Street Wholesale Water Meter Engineering Services (RFP 17-36) with Crawford, Murphy & Tilly, Inc. (550 N. Commons Dr., Suite 116, Aurora, IL 60504) to include Engineering Services During Construction in the amount of $149,353.00. Funding for Services during construction will be provided from the Water Fund (Account 513.71.7330.62145 – 717017) which has a FY2018 balance of $131,000. The remaining of the cost is available from savings in the Water Fund Account 513.71.7330.62145 due to projects that were scheduled for 2018 and are delayed, specifically the 36/42 Water Intake Replacement. Evanston will recover the cost of all engineering and construction of the meter vault as 100% of the cost to construct the vault is included in the Morton Grove Niles Water Commission water rate calculation.

**For Action**
(A3.10) Change Order to the Central Street Bridge Phase I Engineering Contract with Stanley Consultants, Inc.
Staff recommends City Council authorize the City Manager to execute Change Order No. 1 to the Central Street Bridge Phase I Engineering Contract (Bid No. 16-08) with Stanley Consultants, Inc. (850 West Higgins Road, Suite 730, Chicago, IL 60631) in the amount $27,328.59. This will increase the overall contract amount from $438,100 to $465,428.59. Funding will be provided from the 2018 General Obligation Bonds for the Central Street Bridge Engineering Services, which has a budget of $100,000 for this project (Account No. 415.40.4118.62415 – 418012), of which $100,000 is remaining.

For Action

(A3.11) Change Order No. 3 to the Agreement with Copenhaver Construction for the Fountain Square Renovations
Staff recommends City Council authorize the City Manager to approve Change Order No. 3 to the agreement with Copenhaver Construction (75 Koppie Drive, Gilberts, IL) for the Fountain Square Renovations project which extends the existing contract completion deadline by 29 days from May 1, 2018 to May 30, 2018.

For Action

(A3.12) Sidewalk Café – Cold Stone Creamery
Staff recommends City Council approval of first-time application for a sidewalk café permit for Cold Stone Creamery, an ice cream store located at 1611 Sherman Avenue. The sidewalk café will consist of three picnic tables with six seats each for a seating capacity of eighteen, and will operate Sunday-Thursday 12:00 p.m.–10:00 p.m. and Friday-Saturday 12:00 p.m.–11:00 p.m.

For Action

(A3.13) Sidewalk Café – Amanecer Taco Shop
Staff recommends City Council approval of first-time application for a sidewalk café permit for Amanecer Taco Shop, A Type 2 restaurant located at 512 Main Street. The sidewalk café will consist of one table with four seats and one table with two seats for a seating capacity of six, and will operate Sunday-Thursday 7:00 a.m.-2:00 p.m. and Friday-Saturday 7:00 a.m.-11:00 p.m.

For Action

(A3.14) Three Year Sole-Source Service Agreement with Tyler Technologies/New World ERP
Staff recommends City Council authorize the City Manager to execute a three year sole-source agreement with Tyler Technologies (P.O. Box 203556, Dallas, TX 75320)/ New World ERP (NW) in the annual amount of $98,609 for financial management and human resources/payroll processes with a $4,000 one-time software fee for a total of $299,827. The new contract includes software support, maintenance, upgrades and hosting. Funding will be from the following: 85% from the IT Fund (Account 100.19.1932.62340), with a current balance is $361,416.63; and 15% from the Water Fund (Account 510.40.4225.62340), with a current balance is $84,810.

For Action
(A3.15) **2018 Fraternal Order of Police Sergeant Union Contract**
Staff recommends City Council authorize the City Manager to execute a collective bargaining agreement between the City and the Fraternal Order of Police (FOP) Sergeant Union.

**For Action**

(A3.16) **2017-2018 International Association of Fire Fighters Union, Local 742 Contract**
Staff recommends City Council authorize the City Manager to execute a two-year collective bargaining agreement between the City and the International Association of Fire Fighters Union (IAFF), Local 742.

**For Action**

(A4) **Resolution 21-R-18, A Corporate Resolution Accepting a Grant from Illinois Housing Development Authority’s Abandoned Residential Property Municipal Relief Program**
Staff recommends City Council adoption of Resolution 21-R-18, accepting a $75,000 Grant from the Illinois Housing Development Authority’s Abandoned Residential Property Municipal Relief Program.

**For Action**

(A5) **Resolution 20-R-18, Authorizing the Appointment of Chief Financial Officer and City Treasurer for the City of Evanston**
Staff recommends City Council adopt Resolution 20-R-18, appointing Hitesh Desai as Chief Financial Officer and City Treasurer.

**For Action**

(A6) **Resolution 23-R-18, Five-Year Loan Agreement with Hip Circle Empowerment Center to Fund Expenses at 727 Howard Street**
Staff recommends City Council adoption of Resolution 23-R-18, authorizing a five-year loan of $25,000 to Hip Circle Empowerment Center for tenant improvements at 727 Howard Street. The Howard/Ridge Tax Increment Financing Fund (Account 330.99.5860.65509) is the recommended source of funding for the estimated $49,889 construction budget. The City, as landlord, is providing a tenant improvement allowance of $25,000. The remaining $24,889 will be in the form of a loan, and repaid with interest during the first 60 month term of the lease agreement.

**For Action**
(A7) **Ordinance 60-O-18, Five-Year Lease of City-Owned Real Property Located at 727 Howard Street with Hip Circle Empowerment Center**

Staff recommends City Council adoption of Ordinance 60-O-18, authorizing the City Manager to enter into a five-year lease of City-owned real property located at 727 Howard Street, Evanston, Illinois with Hip Circle Empowerment Center. For tenant improvement allowance component of the lease agreement, staff recommends a total of up to $25,000 from the Howard/Ridge Tax Increment Financing Fund (Account 330.99.5860.65509). An additional build-out loan of $24,889 will also be provided from this account, which Hip Circle Empowerment Center will repay with interest over the five-year lease term. A two-thirds majority of City Council is required to adopt Ordinance 60-O-18.

For Introduction

(A8) **Ordinance 57-O-18, Updating Authorized Signatories and Financial Institutions for Deposits/Investments of City Funds**

Staff recommends City Council adopt Ordinance 57-O-18, adding Hitesh Desai as a depository signature to City accounts.

For Introduction

(A9) **Ordinance 25-O-18, Amending the City Code for the Public Works Agency**

Staff recommends City Council adopt Ordinance 25-O-18 amending Title 7, Chapter 1 of the Evanston City Code, “Public Works Agency”. The Ordinance also codifies the Block Party permit processes.

For Introduction

(A10) **Ordinance 50-O-18, Increasing the Number of Class D Liquor Licenses for Falcon Eddy's Barbeque located at 825 Church Street**

Local Liquor Commissioner recommends City Council adoption of Ordinance 50-O-18 amending Evanston City Code Subsection 3-4-6-(D) to increase the number of Class D Liquor Licenses from forty-nine (49) to fifty (50) and permit issuance of a Class D license to Falcon Eddy’s, LLC d/b/a Falcon Eddy’s Barbeque located at 825 Church Street.

For Introduction

(A11) **Ordinance 51-O-18, Increasing the Number of Class F Liquor Licenses for Target Store T0927 located at 2209 Howard St.**

Local Liquor Commissioner recommends City Council adoption of Ordinance 51-O-18, amending Evanston City Code Subsection 3-4-6-(F) to increase the number of authorized Class F liquor licenses from ten (10) to eleven (11), and permit issuance of a Class F license to Target Corporation d/b/a Target Store T0927 located at 2209 Howard Street.

For Introduction
(A12) **Ordinance 52-O-18, Increasing the Number of Class X Liquor Licenses for Board & Brush Evanston located at 802 Dempster Street**
Local Liquor Commissioner recommends City Council adoption of Ordinance 52-O-18, amending Evanston City Code Subsection 3-4-6-(X) to increase the number of Class X Liquor Licenses from zero (0) to one (1) and permit issuance of a Class X license to SV Evanston Family, LLC d/b/a Board & Brush Evanston, 802 Dempster Street. **Alderman Wilson recommends suspension of the rules for Introduction and Action at the April 23, 2018 City Council meeting.**
*For Introduction and Action*

(A13) **Ordinance 53-O-18, Increasing the Number of Class F-2 Liquor Licenses for Binny’s Beverage Depot located at 1111 Chicago Ave.**
Local Liquor Commissioner recommends City Council adoption of Ordinance 53-O-18, amending Evanston City Code Subsection 3-4-6-(F-2) to increase the number of Class F-2 Liquor Licenses from zero (0) to one (1) and permit issuance of a Class F-2 license to Gold Standard Enterprises, Inc., d/b/a Binny’s Beverage Depot located at 1111 Chicago Avenue.
*For Introduction*

(A14) **Ordinance 54-O-18, Amending City Code Section 3-4-6(F) Eliminating the 500 Foot Restriction From Other Class F Liquor Licenses**
Local Liquor Commissioner recommends City Council adoption of Ordinance 54-O-18, eliminating the restriction prohibiting Class F liquor licensees to be within five hundred (500) feet from another Class F liquor license establishment.
*For Introduction*

(A15) **Ordinance 55-O-18, Amending City Code Section 3-4-6(F) Eliminating the 500 Foot Restriction From Other Class F-1 Liquor Licenses**
Local Liquor Commissioner recommends City Council adoption of Ordinance 55-O-18, eliminating the restriction prohibiting Class F-1 liquor licensees to be within five hundred (500) feet from another Class F-1 liquor license establishment.
*For Introduction*

V. **COMMUNICATIONS**

VI. **ADJOURNMENT**
MEMBERS PRESENT: T. Suffredin, R. Simmons, A. Rainey, C. Fleming, P. Braithwaite


PRESIDING OFFICIAL: Ald. Fleming

I. DECLARATION OF A QUORUM: ALDERMAN FLEMING, CHAIR
A quorum being present, Ald. Fleming called the meeting to order at 6:05 p.m.

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


The Minutes of the February 26, 2018 and the March 19, 2018 A&PW meeting were approved unanimously 4-0.

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

For Action

Ald. Suffredin moved to recommend approval of Payroll February 19, 2018 through March 4, 2018 in the amount of $2,762,402.14 and March 5, 2018 through March 18, 2018 in the amount of $2,780,773.27, seconded by Ald. Rainey.

The Committee voted unanimously 4-0 to approve the payrolls.

(A2) Bills List – March 27, 2018 $1,399,302.89

Bills List – April 10, 2018 $4,292,911.16

For Action

Ald. Suffredin moved to approve the bills through March 27, 2018 in the amount of $1,399,302.89 and bills through April 10, 2018 in the amount of
$4,292,911.16, seconded by Ald. Rainey.

At Ald. Rainey’s inquiry, Planning and Zoning Administrator Scott Mangum – explained that the Community Development Department used the vendor, Courbanize, on a trial basis for the 1450 Sherman and 601 Davis planned developments. We are no longer using their system.

At Ald. Rainey’s inquiry, Revenue Manager Alex Thorpe explained that the hotel tax refund is the result of the hotel overpaying by using a rate of 8.5% of gross receipts instead of 7.5%.

At Ald. Rainey’s inquiry, Assistant to the City Manager Kimberly Richardson explained that there was a communication error with receiving 2017 invoices. A process has been implemented to prevent it from happening in the future.

*Ald. Rue Simmons arrived at 6:13pm

The Committee voted unanimously 4-0 to approve the bills.

(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**

Ald. Rue Simmons moved to recommend City Council authorize the City Manager to execute the renewal option of the agreement with Express Press for the Parks, Recreation and Community Services Department 2018 summer clothing, in an amount not-to-exceed $24,500, seconded by Ald. Braithwaite.

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

(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
Ald. Fleming moved to recommend City Council authorize the City Manager to execute an agreement between the City of Evanston and Evanston Township High School to provide lunch meals for the 2018 Summer Food Service Program in the not-to-exceed amount of $3.25 per lunch, seconded by Ald. Rainey.

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

(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 Café, 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
Ald. Braithwaite moved to recommend City Council approval of first-time application for a sidewalk café permit for French Kiss Café, a Type 2 restaurant located at 517 Dempster Street consisting 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., seconded by Ald. Rue Simmons.

At Alds. Rainey and Fleming's inquiry, Building and Inspection Service Manager Gary Gerdes confirmed that all locations with sidewalk cafes will be required to display the site plan in their window. City field inspectors will monitor compliance to ensure a 6 foot clearance between the café and fixtures in the sidewalk to prevent mobility impediments.

The Committee voted unanimously 5-0 to approve the sidewalk café.

(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
Ald. Rue Simmons moved to approve 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 consisting 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., seconded by Ald. Rainey.

The Committee voted unanimously 5-0 to approve the sidewalk café.
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
Ald. Suffredin moved to recommend 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 in the amount of $206,720, seconded by Ald. Rainey.

At Ald. Suffredin’s request, Public Works Agency (PWA) Director Dave Stoneback explained the purpose of the street pavement assessment. This particular process includes laser scanners and cameras to identify cracks in the pavement for rating evaluation to address the streets with the worse rating. The laser scanners will also scan signage to be included in the GIS system.

Ald. Braithwaite suggested delaying this expenditure an extra year due to budget constraints.

At Ald. Rainey’s inquiry, PWA Director Stoneback discussed extending the life of pavement with crack sealing (which is on the agenda for approval as well), patching streets and a rejuvenation process.

The Committee voted 4-1 with Ald. Braithwaite opposed to approval of the contract.

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
Ald. Rainey moved to recommend City Council authorize the City Manager to execute a one year contract extension for crack sealing services with Patriot Pavement Maintenance in the amount of $80,000, seconded by Ald. Rue Simmons.

The Committee voted unanimously 5-0 to approve the contract extension.
(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
Ald. Fleming moved to recommend City Council authorize the City Manager to execute a one-year contract extension for pavement markings with Precision Pavement Markings, Inc. in the amount of $92,600, seconded by Ald. Rainey.

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

(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
Ald. Braithwaite moved to recommend City Council authorize the City Manager to execute a purchase order for a Toro Groundsmaster Riding Mower, model GM3280-D, from Reinders, Inc., in the amount of $21,997.70, seconded by Ald. Rainey.

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

(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
Ald. Rue Simmons moved to recommend City Council approval of the purchase a Ford SUV outfitted with lights, sirens and other necessary equipment for operations as a replacement vehicle for Evanston Police Department Patrol Unit from Currie Motors in the amount of $28,486.00 and outfitted by Havey Communications, Inc. in the amount of $5,010.70, seconded by Ald. Rainey.

At Ald. Braithwaite’s inquiry, Deputy Chief Parrott explained the vehicle being replaced was involved in a DUI crash. The vehicle was totaled and the offender was subsequently arrested and charged.

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

(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
Ald. Suffredin moved to recommend 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 to be purchased from Foster Coach Sales, Inc. in the amount of $291,730.00, seconded by Ald. Fleming.

At Ald. Braithwaite’s inquiry, Fire Chief Brian Scott discussed the process of getting the most usable life from our vehicles. The 2005 vehicle being replaced has over 69,000 miles in a town that is eight square miles. He also discussed the process of putting vehicles in front line and reserve status. Chief Scott agreed to send the Committee pictures and more information on the vehicles being replaced.

At Ald. Rainey’s inquiry, Chief Scott confirmed that the City would ideally have 3 ambulances in service at all times, but he would have to take a fire truck out of service to do that.

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

(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
Ald. Rainey moved to recommend City Council approval for the purchase of three (3) replacement vehicles for operations and allocated to the Public Works Agency - Public Services Bureau purchased from: Monroe Truck Equipment in the amount of $104,880.00, National Fleet Auto Group in the amount of $171,726.00 and JX Peterbilt in the amount of $137,131.00 through the National Joint Powers Alliance contract, seconded by Ald. Rue Simmons.

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

(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
Ald. Fleming moved to recommend City Council approval of a contract with Golf Mill Ford Inc., in the amount of $82,511.00 for automotive parts and services for City vehicles from March 2018 through February of 2019, seconded by Ald. Rainey.

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

(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
Ald. Braithwaite moved to recommend approval of the lowest responsive and responsible bid for Watercraft Maintenance and Repair Services (Bid # 18-11) to Full Throttle Marine 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, seconded by Ald. Rainey.

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

(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
Ald. Rue Simmons moved to recommend 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 which include three (3) one (1) year extensions, subject to the acceptable performance of the vendor for a total cost of the three-year contract is $40,341, which includes a 1.5% increase each year, seconded by Ald. Rainey.

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

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

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

Ald. Rainey moved to recommend City Council suspend the rules and adopt 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, seconded by Ald. Braithwaite.

At Ald. Suffredin’s inquiry, Ombudsman Audrey Thompson explained the amendments to the current program. The fee will increase from $4 to $5 and the program will be limited to the boundaries of the City of Evanston. Previously, participants paid 40% of the value of the coupon and the City subsidized 60%.

Under the new program, which will implement debit cards, there will be a 50/50 subsidy. She also hopes to transition the coupon program to the debit card as well after providing education to participants. Ombudsman Thompson noted that the debit card program allows riders to participate without the driver knowing the ride is being subsidized. Also, the rides and balances can be tracked using the debit card.

At Ald. Braithwaite’s inquiry, Ombudsman Thompson explained that complaints are captured when the rider calls 311 to report issues.

The Committee voted 3-2 with Alds. Rue Simmons and Suffredin opposed to suspending the rules and adopting the ordinance.

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

Ald. Fleming moved to recommend City Council suspend the rules and adopt 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), seconded by Ald. Braithwaite.

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

(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**
Ald. Rue Simmons moved to recommend City Council suspend the rules and adopt 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), seconded by Ald. Rainey.

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

**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**
Ald. Fiske discussed an attempted suicide that was averted at the Maple Avenue Garage. She asked the Committee to consider fencing the roof of the garage as a deterrent at an estimated cost of $24,000.

City Manager Wally Bobkiewicz explained that issue has been before the Council a few years ago. He offered to have staff refresh the information and come back to the second meeting in May with an update.

Ald. Rainey suggested more research on effective ways to deter suicide attempts.

(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**
At Ald. Fleming Inquiry, Revenue Manager Alex Thorpe explained the hearing scheduling process. Parking and compliance tickets are scheduled separately. If fines are not paid by the due date a 10 day letter is mailed with a pre-determined
appearance date. Hearing judges are only paid for the hours they work, which also include time spent in the office doing online ticket appeal reviews. Usually Tuesdays are police related tickets, Wednesdays are parking tickets and Thursdays are property standard fines.

Ald. Rainey would like to see bottom line numbers. What are the expenses, revenues and salaries and is it costing the taxpayers money? Is it more economical to move everything to Circuit Court? Revenue Manager Thorpe explained that revenues collected are allocated back to the department that initiated the fine.

City Manager Bobkiewicz said the issue of the Administrative Adjudication Division should be discussed. The Council can make the decision to implement and online only system or move everything to the Circuit Court.

Ald. Braithwaite expressed concern about uncollected parking fines and the revenue that could be gained. City Manager Bobkiewicz noted that the new Chief Financial Officer will be looking at this process.

V. COMMUNICATIONS

VI. ADJOURNMENT
Ald. Fleming moved to adjourn, seconded by Ald. Rainey. The Committee adjourned at 7:18pm.
To: Honorable Mayor and Members of the City Council  
Administration and Public Works Committee  

From: Hitesh Desai Chief Financial Officer  
Tera Davis, Accounts Payable Coordinator  

Subject: City of Evanston Payroll and Bills  

Date: April 17, 2018  

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

Summary:  
Payroll – March 19, 2018 through April 01, 2018 $2,864,691.16  
(Payroll includes employer portion of IMRF, FICA, and Medicare)  

Bills List – April 24, 2018 $1,381,367.39  

General Fund Amount – Bills list $468,298.26  

TOTAL AMOUNT OF BILLS LIST & PAYROLL $4,246,058.55  

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

Credit Card Activity – Period Ending February 28, 2018  
Bank of America $173,924.14  
BMO $6,692.89  

Attachments:  
Bills List  
February Credit Card Transactions
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CITY OF EVANSTON
BILLS LIST
PERIOD ENDING 04.24.2018

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**50 of 684**
### CITY OF EVANSTON

#### BILLS LIST

**PERIOD ENDING 04.24.2018**

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<td>PRCS/RECREATION</td>
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<td>19.50</td>
<td>02/15/2018</td>
<td>65075 MEDICAL &amp; LAB SUPPLIES</td>
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<td>83.95</td>
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<td>COST ALLOCATION - EXPENSE OBJECT</td>
<td>EXPENSE DESCRIPTION</td>
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<td>EXPENSE DESCRIPTION</td>
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<td>$0505 OFFICE SUPPLIES</td>
<td>Trail camera for sweepers</td>
</tr>
<tr>
<td>PUBLIC WORKS/OPER MAIN</td>
<td>BLACKBURN MANUFACTURIN</td>
<td>$160.69</td>
<td>02/15/2018</td>
<td>$0505 OTHER EQ TO MAINTN MATERIAL</td>
<td>Utility marking flags</td>
</tr>
<tr>
<td>PUBLIC WORKS/OPER MAIN</td>
<td>O'LEARY'S CONTRACTORS</td>
<td>($24.80)</td>
<td>02/15/2018</td>
<td>$0505 MINOR EQUIP &amp; TOOLS</td>
<td>Credit</td>
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<tr>
<td>PUBLIC WORKS/OPER MAIN</td>
<td>TRAFFIC CONTROL AND PR</td>
<td>$1,300.00</td>
<td>02/15/2018</td>
<td>$6511 TRAFFIC CONTROL SUPPLIES</td>
<td>Speed limit signs for Ridge Ave</td>
</tr>
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<td>PUBLIC WORKS/OPER MAIN</td>
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<td>$1,083.60</td>
<td>02/16/2018</td>
<td>$0505 OTHER EQ TO MAINTN MATERIAL</td>
<td>Utility marking paint</td>
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<td>PUBLIC WORKS/OPER MAIN</td>
<td>M-B COMPANIES, INC.</td>
<td>$98.12</td>
<td>02/16/2018</td>
<td>$0505 MINOR EQUIP &amp; TOOLS</td>
<td>Parts snow broom</td>
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<td>REINDERS - SUSSEX CS</td>
<td>$321.05</td>
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<td>$0505 OTHER EQ TO MAINTN MATERIAL</td>
<td>Toro parts</td>
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<td>PUBLIC WORKS/OPER MAIN</td>
<td>U-SAV.COM</td>
<td>$280.19</td>
<td>02/16/2018</td>
<td>$0505 MINOR EQUIP &amp; TOOLS</td>
<td>Office file cabinet</td>
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<tr>
<td>PUBLIC WORKS/OPER MAIN</td>
<td><a href="http://WWW.NORTHERNSAFETY.COM">WWW.NORTHERNSAFETY.COM</a></td>
<td>$774.08</td>
<td>02/16/2018</td>
<td>$6511 TRAFFIC CONTROL SUPPLIES</td>
<td>A frame barricade support</td>
</tr>
<tr>
<td>PUBLIC WORKS/OPER MAIN</td>
<td><a href="http://WWW.NORTHERNSAFETY.COM">WWW.NORTHERNSAFETY.COM</a></td>
<td>$154.53</td>
<td>02/16/2018</td>
<td>$6511 TRAFFIC CONTROL SUPPLIES</td>
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<td>PUBLIC WORKS/OPER MAIN</td>
<td>LEMOI ACE HARDWARE</td>
<td>$30.66</td>
<td>02/19/2018</td>
<td>$0505 MINOR EQUIP &amp; TOOLS</td>
<td>Misc. Hand tools</td>
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<td>PUBLIC WORKS/OPER MAIN</td>
<td>NIC NORTHERN SAFETY CO</td>
<td>($54.62)</td>
<td>02/19/2018</td>
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<td>Credit</td>
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<tr>
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<td>OFFICE DEPOT #510</td>
<td>$39.38</td>
<td>02/19/2018</td>
<td>$0505 MINOR EQUIP &amp; TOOLS</td>
<td>Office supplies</td>
</tr>
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<td>PUBLIC WORKS/OPER MAIN</td>
<td>OFFICE DEPOT #510</td>
<td>$42.76</td>
<td>02/19/2018</td>
<td>$0505 MINOR EQUIP &amp; TOOLS</td>
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<td>PUBLIC WORKS/OPER MAIN</td>
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<td>02/19/2018</td>
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<td>Grease equipment</td>
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<td>THE HOME DEPOT #1002</td>
<td>$100.28</td>
<td>02/19/2018</td>
<td>$62199 PRK MAINTENANCE &amp; FURNITUR REPLACE</td>
<td>Paint supplies Rose garden</td>
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<td>PUBLIC WORKS/OPER MAIN</td>
<td>THE HOME DEPOT #1002</td>
<td>$49.78</td>
<td>02/19/2018</td>
<td>$0505 MINOR EQUIP &amp; TOOLS</td>
<td>Small tools</td>
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<td>PUBLIC WORKS/OPER MAIN</td>
<td>THE HOME DEPOT #1002</td>
<td>$116.17</td>
<td>02/19/2018</td>
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<td>Utility knife, blades, drill bits, knee pads</td>
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<tr>
<td>PUBLIC WORKS/OPER MAIN</td>
<td>HARBOR FREIGHT TOOLS 7</td>
<td>$135.97</td>
<td>02/20/2018</td>
<td>$0505 MINOR EQUIP &amp; TOOLS</td>
<td>Airline hose reel for maintenance cabinet</td>
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<td>CONNESSION</td>
<td>$1,060.00</td>
<td>02/21/2018</td>
<td>$0505 OTHER EQ TO MAINTN MATERIAL</td>
<td>LED street light bulb</td>
</tr>
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<td>LEMOI ACE HARDWARE</td>
<td>$9.12</td>
<td>02/22/2018</td>
<td>$62199 PRK MAINTENANCE &amp; FURNITUR REPLACE</td>
<td>Hardware Alexander Park</td>
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<td>02/22/2018</td>
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<td>02/22/2018</td>
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<td>WW GRANGER</td>
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<td>02/22/2018</td>
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<td>$10.89</td>
<td>02/23/2018</td>
<td>$0505 OTHER EQ TO MAINTN MATERIAL</td>
<td>Oil filter</td>
</tr>
<tr>
<td>PUBLIC WORKS/OPER MAIN</td>
<td>BUMPER TO BUMPER EVANS</td>
<td>$10.89</td>
<td>02/23/2018</td>
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<td>Oil filter</td>
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<td>02/23/2018</td>
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<td>PUBLIC WORKS/OPER MAIN</td>
<td>JEWEL #3428</td>
<td>$4.86</td>
<td>02/26/2018</td>
<td>$0505 MINOR EQUIP &amp; TOOLS</td>
<td>Distilled water for message board batteries</td>
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<td>THE HOME DEPOT #1002</td>
<td>$70.66</td>
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<td>$62199 PRK MAINTENANCE &amp; FURNITUR REPLACE</td>
<td>Hardware for rose garden, tools</td>
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<td>THE HOME DEPOT #1002</td>
<td>$81.94</td>
<td>02/26/2018</td>
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<td>Small tools</td>
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<td>JULINE SH/P SUPPLIES</td>
<td>$421.13</td>
<td>02/26/2018</td>
<td>$0505 FURNITURES AND FIXTURES</td>
<td>Lock out tag out tags &amp; wheel chocks</td>
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<tr>
<td>PUBLIC WORKS/OPER MAIN</td>
<td>IMPRINT</td>
<td>$704.00</td>
<td>02/28/2018</td>
<td>$05090 SAFETY EQUIPMENT</td>
<td>Safety equipment</td>
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<td>EVANSTON LUMBER</td>
<td>$91.20</td>
<td>02/28/2018</td>
<td>$62199 PRK MAINTENANCE &amp; FURNITUR REPLACE</td>
<td>Dempster beach bench repairs</td>
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<td>LEMOI ACE HARDWARE</td>
<td>$7.08</td>
<td>02/28/2018</td>
<td>$62199 PRK MAINTENANCE &amp; FURNITUR REPLACE</td>
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<td>THE HOME DEPOT #1002</td>
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<td>02/28/2018</td>
<td>$62199 PRK MAINTENANCE &amp; FURNITUR REPLACE</td>
<td>Paint and supplies stages</td>
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<td>PUBLIC WORKS/WATER PROD</td>
<td>AMERICAN WATER WORKS A</td>
<td>$56.00</td>
<td>02/01/2018</td>
<td>$62295 TRAINING &amp; TRAVEL</td>
<td>SAWWA SEMINAR FOR THE PUMPING OPERATOR: BREAKPOINT CHLORINATION.</td>
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<tr>
<td>REPORTS TO INTERMEDIATE</td>
<td>MERCHANT NAME</td>
<td>TRANSACTION AMOUNT</td>
<td>POSTING DATE</td>
<td>COST ALLOCATION - EXPENSE OBJECT</td>
<td>EXPENSE DESCRIPTION</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------------------------------------------</td>
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<tr>
<td>PUBLIC WORKS/WATER PROD</td>
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<td>$ 36.00</td>
<td>02/01/2018</td>
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<td>ISAWWA SEMINAR FOR THE PUMPING OPERATOR: CERTIFIED FLAGGER.</td>
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<td>AMERICAN WATER WORKS A</td>
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<td>02/01/2018</td>
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<td>ISAWWA SEMINAR FOR THE PUMPING OPERATOR: CONTROL VALVES.</td>
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<td>$ 36.00</td>
<td>02/01/2018</td>
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<td>ISAWWA SEMINAR FOR THE PUMPING OPERATOR: WATER STORAGE TANKS &amp; RESERVOIRS.</td>
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<td>PUBLIC WORKS/WATER PROD</td>
<td>AMERICAN WATER WORKS A</td>
<td>$ 36.00</td>
<td>02/01/2018</td>
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<td>ISAWWA SEMINAR FOR THE PUMPING OPERATOR: WW OPERATOR REFRESHER.</td>
</tr>
<tr>
<td>PUBLIC WORKS/WATER PROD</td>
<td>MCMASTER-CARR</td>
<td>$ 34.02</td>
<td>02/01/2018</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>SUMP PUMP FLOAT.</td>
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<tr>
<td>PUBLIC WORKS/WATER PROD</td>
<td>MUELLER CO LTD 02174257564</td>
<td>$ 520.72</td>
<td>02/01/2018</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>VALVE ACTUATOR PARTS.</td>
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<td>REVERE ELECTRIC SUPPLY</td>
<td>$ 1,308.06</td>
<td>02/01/2018</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>I/O MODULES FOR SCADA.</td>
</tr>
<tr>
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<td>PUBLIC WORKS/WATER PROD</td>
<td>ZORO TOOLS INC</td>
<td>$ 62.28</td>
<td>02/01/2018</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>AIR HANDLER FILTERS.</td>
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<tr>
<td>PUBLIC WORKS/WATER PROD</td>
<td>HACH COMPANY</td>
<td>$ 82.58</td>
<td>02/02/2018</td>
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<td>HARDNESS TEST KIT.</td>
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<tr>
<td>PUBLIC WORKS/WATER PROD</td>
<td>INT IN PLC HARDWARE.CO</td>
<td>$ 48.99</td>
<td>02/02/2018</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>PLC FLASH MEMORY CARDS.</td>
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<td>PRODRINKINGFOUNTAINS</td>
<td>$ 2,337.84</td>
<td>02/02/2018</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>DRINKING FOUNTAIN FOR THE WATER PLANT ADMINISTRATION BUILDING.</td>
</tr>
<tr>
<td>PUBLIC WORKS/WATER PROD</td>
<td>TFS FISHER SCI CHI</td>
<td>$ 167.24</td>
<td>02/02/2018</td>
<td>65075 MEDICAL &amp; LAB SUPPLIES</td>
<td>PHENYLARSDINE OXIDE.</td>
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<tr>
<td>PUBLIC WORKS/WATER PROD</td>
<td>WAUKEGAN STEEL</td>
<td>$ 407.88</td>
<td>02/02/2018</td>
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<td>STOCK STEEL SUPPLY.</td>
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<td>WW GRANGER</td>
<td>$ 93.24</td>
<td>02/02/2018</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>AAA BATTERIES.</td>
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<td>GARYV INDUSTRIES</td>
<td>$ 153.84</td>
<td>02/05/2018</td>
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<td>ELECTRICAL FITTINGS.</td>
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<td>NCS NORTHERN SAFETY CO</td>
<td>$ 205.53</td>
<td>02/05/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SUMP CAPS.</td>
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<td>THE HOME DEPOT #1902</td>
<td>$ 54.95</td>
<td>02/05/2018</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>METER SUPPLIES: TORCH HEAD, WORK LIGHT.</td>
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<td>PUBLIC WORKS/WATER PROD</td>
<td>THE HOME DEPOT 1902</td>
<td>$ 239.92</td>
<td>02/05/2018</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>METER SUPPLIES: GRINDER AND ACCESSORIES.</td>
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<td>ZORO TOOLS INC</td>
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<td>02/05/2018</td>
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<td>RUBBER GLOVES.</td>
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<td>PUBLIC WORKS/WATER PROD</td>
<td>CITY WELDING SALES &amp; S</td>
<td>$ 247.11</td>
<td>02/06/2018</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>WELDING GAS, WELDING WIRE.</td>
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<td>DRYER INSTRUMENTS, INC</td>
<td>$ 91.20</td>
<td>02/06/2018</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>VALVE POSITION INDICATOR YOKES.</td>
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<td>FAST MRO SUPPLIES</td>
<td>$ 1,024.59</td>
<td>02/06/2018</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
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<td>$ 467.34</td>
<td>02/06/2018</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>GENERATOR STARTING BATTERIES.</td>
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<td>WW GRANGER</td>
<td>$ 138.23</td>
<td>02/06/2018</td>
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<td>BAR PLUGS, AND BAND AIDS.</td>
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<td>AMERICAN FLOOR MATS</td>
<td>$ 648.48</td>
<td>02/08/2018</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
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<td>$ 39.95</td>
<td>02/08/2018</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>METER SUPPLIES: METAL CUTTING DIAMOND BLADE, WORK LIGHT.</td>
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<td>JENSI-TV INC</td>
<td>$ 824.68</td>
<td>02/08/2018</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>PUSH-CAM REPAIR FOR FACILITIES MANAGEMENT.</td>
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<td>PUBLIC WORKS/WATER PROD</td>
<td>USA BLUE BOOK</td>
<td>($150.28)</td>
<td>02/08/2018</td>
<td>65075 MEDICAL &amp; LAB SUPPLIES</td>
<td>REFUND ON SHIPPING CHARGE 1/17/18.</td>
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<td>MUELLER CO LTD</td>
<td>$ 180.05</td>
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<td>VALVE ACTUATOR PARTS.</td>
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<td>$ 137.79</td>
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<td>ELECTRICAL FITTINGS.</td>
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<td>AUTOMATION PRODUCTS GR</td>
<td>$ 359.26</td>
<td>02/12/2018</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>PAINT ROOM SUMP PUMP FLOAT SWITCH.</td>
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<td>PUBLIC WORKS/WATER PROD</td>
<td>FULLIFE SAFETY CENTER</td>
<td>$ 307.60</td>
<td>02/12/2018</td>
<td>65020 CLOTHING</td>
<td>INSULATED BIBS.</td>
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<td>JC LIGHT - 1252 - EVAN</td>
<td>$ 411.90</td>
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<td>MINI BLINDS FOR THE WATER PLANT LABORATORY.</td>
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<td>YVR INTERNATIONAL INC</td>
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<td>02/13/2018</td>
<td>65075 MEDICAL &amp; LAB SUPPLIES</td>
<td>REFUND ON PHENYLARSDINE OXIDE 1/23/18.</td>
</tr>
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<td>AUTOMATIONDIRECT.COM</td>
<td>$ 25.00</td>
<td>02/13/2018</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>LED INDICATOR LAMP.</td>
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<td>REVERE ELECTRIC SUPPLY</td>
<td>$ 1,330.00</td>
<td>02/13/2018</td>
<td>65070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>PLC ANALOG OUTPUT MODULES.</td>
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<td>PUBLIC WORKS/WATER PROD</td>
<td>AMERICAN WATER WORKS A</td>
<td>$ 225.00</td>
<td>02/14/2018</td>
<td>62295 TRAINING &amp; TRAVEL</td>
<td>REGISTRATION FOR WATERCON2018 IN SPRINGFIELD, ILLINOIS.</td>
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<td>62295 TRAINING &amp; TRAVEL</td>
<td>WATERCON2018 REGISTRATION FOR THE WATER/SEWER MECHANIC.</td>
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<td>REPORTS TO INTERMEDIATE</td>
<td>MERCHANT NAME</td>
<td>TRANSACTION AMOUNT</td>
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<td>COST ALLOCATION - EXPENSE OBJECT</td>
<td>EXPENSE DESCRIPTION</td>
</tr>
<tr>
<td>-------------------------</td>
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<td>$ 365.00</td>
<td>02/15/2018</td>
<td>665070 OFFICE/OTHER EQ TO MAINTN MATERIAL</td>
<td>FLOT SWITCH HIGH LIFT PUMP VACUUM TANK.</td>
</tr>
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<td>PUBLIC WORKS/WATER PROD</td>
<td>BOLT DEPOT, INC</td>
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<td>02/15/2018</td>
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<td>HEX BOLTS.</td>
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<td>SNOW PLOW BREAKFAST.</td>
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<td>$ 79.61</td>
<td>02/15/2018</td>
<td>662295 TRAINING &amp; TRAVEL</td>
<td>CMMS TRAINING DAY 1: LUNCH FOR 10 PEOPLE.</td>
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<tr>
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<td>WALGREENS #2619</td>
<td>$ 18.34</td>
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<td>CMMS TRAINING (2-DAYS) SODA AND POTATO CHIPS FOR 10 PEOPLE.</td>
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<td>PIPE FITTINGS, COFFEE POT.</td>
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<td>$ 72.48</td>
<td>02/16/2018</td>
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<td>02/16/2018</td>
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<td>WATERCON2018 REGISTRATION FOR 3 DISTRIBUTION &amp; SEWER EMPLOYEES.</td>
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<td>PUBLIC WORKS/WATER PROD</td>
<td>PAYPAL UNWINN</td>
<td>$ 18.95</td>
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<td>RATCHET Repair Kt.</td>
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<td>PVC PIPE FITTINGS. PROJECT #717015.</td>
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<tr>
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<td>MCMASTER-CARR</td>
<td>$ 74.53</td>
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<td>665050 BUILDING MAINTENANCE MATERIAL</td>
<td>TUBING FITTINGS HOT WATER CIRC LINE.</td>
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<td>$ 28.13</td>
<td>02/19/2018</td>
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<td>GRAIN PARTS FOR THE NEW DRINKING FOUNTAIN IN THE ADMINISTRATION BUILDING.</td>
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<td>$ 503.57</td>
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<td>$ 352.47</td>
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<td>BAND SAW BLADES.</td>
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<td>INT IN TEST GAUGE INC</td>
<td>$ 60.00</td>
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<td>VERERE ELECTRIC SUPPLY</td>
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<td>SO _S_RODNEY HUN</td>
<td>$ 1,188.00</td>
<td>02/21/2018</td>
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<td>4TE IDPH PLUMBING PROG</td>
<td>$ 150.00</td>
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<td>PLUMBER INSPECTOR'S LICENSE RENEWAL FEE.</td>
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<td>PUBLIC WORKS/WATER PROD</td>
<td>4TE IDPH SFE</td>
<td>$ 3.53</td>
<td>02/22/2018</td>
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<td>PLUMBER INSPECTOR'S LICENSE RENEWAL TRANSACTION FEE.</td>
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<td>ZORO TOOLS INC</td>
<td>$ 77.28</td>
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<td>ALLIED ELECTRONICS INC</td>
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<td>ELECTRICAL TERMINAL BLOCKS.</td>
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<td>CSC - 1966</td>
<td>$ 536.94</td>
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<td>STAINLESS STEEL PIPE FITTINGS. PROJECT #717015.</td>
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<tr>
<td>PUBLIC WORKS/WATER PROD</td>
<td>THE HOME DEPOT #1902</td>
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<td>GENERAL SUPPLIES: BUNGEE CORD, WRENCHES, PLYWOOD, SLEDGE HAMMER, SCREWS, ETC.</td>
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<td>VUEWORKS LUNCH FOR THE ENGINEERING/GIS TECHNICIAN.</td>
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<tr>
<td>PUBLIC WORKS/WATER PROD</td>
<td>ZORO TOOLS INC</td>
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<td>REPORTS TO INTERMEDIATE</td>
<td>MERCHANT NAME</td>
<td>TRANSACTION AMOUNT</td>
<td>POSTING DATE</td>
<td>COST ALLOCATION - EXPENSE OBJECT</td>
<td>EXPENSE DESCRIPTION</td>
</tr>
<tr>
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<td>ZORO TOOLS INC</td>
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<td>$2,628.67</td>
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<tr>
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<tr>
<td></td>
<td><strong>ALL OTHER FEBRUARY 2018 TOTAL</strong></td>
<td><strong>$173,924.14</strong></td>
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<td>TRANSACTION AMOUNT</td>
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<td>EXPENSE DESCRIPTION</td>
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<td>ADMIN SVC/INFO TECH</td>
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<td>595.00</td>
<td>1/26/2018</td>
<td>62295 TRAINING &amp; TRAVEL</td>
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<td>149.99</td>
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<td>1066.36</td>
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<td>65.00</td>
<td>2/2/2018</td>
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<td>2/9/2018</td>
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<td>ANNUAL LAB BALANCE CALIBRATION</td>
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<td>MONTHLY CHARGE FOR ASANA</td>
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**ALL OTHER FEBRUARY 2018 TOTAL**

$6,692.89
To: Honorable Mayor and Members of the City Council
   Administration and Public Works Committee

From: Hitesh Desai Chief Financial Officer
       Tera Davis, Accounts Payable Coordinator

Subject: Amazon Credit Card Activity- Bank of America & BMO

Date: April 17, 2018

Recommended Action:
Staff recommends approval of the City of Evanston’s Bank of America & BMO Amazon Credit Card Activity for the period ending February 28, 2018.

Summary:
Amazon Credit Card Activity – Period Ending February 28, 2018

<table>
<thead>
<tr>
<th>Bank</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Bank of America</td>
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<tr>
<td>BMO</td>
<td>$31.99</td>
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Attachments:
Amazon February Credit Card Transactions
<table>
<thead>
<tr>
<th>REPORTS TO INTERMEDIATE</th>
<th>MERCHANT NAME</th>
<th>TRANSACTION AMOUNT</th>
<th>POSTING DATE</th>
<th>COST ALLOCATION - EXPENSE OBJECT EXPENSE DESCRIPTION</th>
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<tbody>
<tr>
<td>ADMIN SVCS/FACILITIES</td>
<td>AMAZON.COM AMZN.COMBI</td>
<td>$ 51.27</td>
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**AMAZON FEBRUARY 2018 TOTAL** $8,689.56
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Memorandum

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

From: David Stoneback, Public Works Agency Director
       Paul D'Agostino, Environmental Services Coordinator

Subject: Sustainable Pest Control and Pesticide Reduction Policy

Date: April 17, 2018

Recommended Action:
Staff recommends that City Council accept and place on file the proposed report.

Funding Source:
N/A.

Livability Benefits:
Natural Systems: Protect and restore natural ecosystems and Prevent and manage invasive species

Background:
Resolution 20-R-10 was passed by the City Council in April of 2010. This Resolution formally adopted the City of Evanston’s Sustainable Pest Control and Pesticide Reduction Policy. One of the requirements within this Resolution is for submission of a written report on the City’s use of pesticides and pesticide reduction efforts to the City Council.

The report was compiled by City staff and Evanston residents and businesses, with assistance from the Midwest Pesticide Action Center. The effort was led by 7th Ward Alderman Eleanor Revelle.

Analysis:
The attached report highlights the efforts of City staff to adhere to the requirements of Resolution 20-R-10. These efforts include the training, outreach and education activities by staff from both the Health & Human Services Department and the Public Works Agency.

Attachment:
Pesticide Use and Pesticide Reduction Efforts Report
Resolution 20-R-10
Pesticide Use and Pesticide Reduction Efforts

A Report to the Evanston City Council in Compliance with the City of Evanston Sustainable Pest Control and Pesticide Reduction Policy April 23, 2018
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Report prepared by Paul D'Agostino, Environmental Services Coordinator  
With assistance from  
Ryan Anderson, Program & Communications Manager, Midwest Pesticide Action Center  
Susan Kaplan, Evanston resident, environmental lawyer, and public health professor  
Michael J. Kormanik, MPR, Marketing & Public Relations  
Steve Neumann, Logic Lawn Care  
Ikenga Ogbo, Public Health Manager, Health & Human Services  
Eleanor Ravelle, 7th Ward Alderman
I. Introduction and Background

In 2010, the City Council adopted Resolution 20-R-10, the City of Evanston Sustainable Pest Control and Pesticide Reduction Policy, which laid the groundwork for pesticide reduction across City operations and on City-owned or -leased properties (Sec. 1.1). The Resolution spells out specific steps for the City to take to reduce pesticide applications, including implementation of an Integrated Pest Management (IPM) strategy and the designation of an IPM Coordinator, to ensure compliance with the provisions of the Resolution (Sec. 1.3).

The Resolution also provides a list of prohibited pesticides (Sec.1.4), along with a list of eight exemptions for pesticides used for specific purposes (Sec. 1.5). The complete Resolution is attached to this report.

Definitions

Pesticide: Any substance intended to control, destroy, repel, or mitigate a pest. Pesticides include, but are not limited to, herbicides, fungicides, insecticides, rodenticides and any other compounds and organisms, naturally occurring or otherwise, requiring registration or exempt from registration under the Federal Insecticide, Rodenticide and Fungicide Act (7 U.S.C. 136) and subsequent regulations under 40 CFR 150-189. (Sec. 1.2.b)

Integrated Pest Management (IPM): A pest management technique that gives preference to the safest pest control methods and uses conventional chemical pesticides only when no other feasible alternative exists. It addresses the underlying causes of pest problems and seeks to find effective long-term solutions that emphasize prevention. (Sec. 1.2.d)

Prohibited Pesticides: These include (1) those classified by the US EPA as known, probable, likely, possible, or suspected carcinogens; (2) those classified by US EPA as Toxicity Category I and Toxicity Category II pesticides under 40 CFR 156.62 and 156.64; or (3) chemicals known by the State of California to cause cancer or reproductive toxicity as published on the Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986) list pursuant to Title 27 of the California Code of Regulations. (Sec. 4)

Roles and Responsibilities

The Illinois Department of Agriculture has authority over pesticide applications performed within the State on all public and private properties. The Illinois General Assembly, in the introduction to the Illinois Pesticide Act (415 ILCS 60/1 et seq.), states: "The purpose of this Act is to regulate in the public interest the labeling, distribution, use and application of pesticides as herein defined."

State law requires anyone in Illinois applying general-use and restricted-use pesticides in the course of employment to be licensed. Persons applying restricted-use pesticides on property they own or control must have a private applicator license. Persons
applying *general-use* pesticides on their own property are exempt from licensing requirements.

The Illinois Department of Public Health certifies and licenses individuals applying pesticides in and on man-made structures for purposes including, but not limited to, bird control, rodent control, wood treatment and insect control. City of Evanston staff and contractors hired by the City who may apply pesticides are all required to maintain a current license from the State at all times.

The North Shore Mosquito Abatement District is separately permitted through the Illinois Environmental Protection Agency, Division of Water Pollution Control. The District applies every three years for an overall permit to implement mosquito controls within its entire service area, which includes the City of Evanston.

II. City of Evanston Pest Control Practices and Reduction Efforts

A. Health & Human Services

Bedbugs
City inspectors offer consultation for residents and conduct onsite inspections to provide residents with information on treatment as well as tips on how to avoid bringing bedbugs into the home. In cases where bedbugs are found, the Inspectors ensure that licensed Pest Control Operators are hired and that approved methods are used to eradicate the infestation. This approach also applies to roaches and any other nuisance or disease-carrying insects.

The City also re-inspects to ensure eradication of the insects.

The table below shows the number of bedbug complaints received from 2015-2017

<table>
<thead>
<tr>
<th>Year</th>
<th>Bedbug Complaints</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>24</td>
</tr>
<tr>
<td>2016</td>
<td>8</td>
</tr>
<tr>
<td>2017</td>
<td>18</td>
</tr>
</tbody>
</table>

Rodent Control
A rise in the number of rodent complaints prompted the City to provide rodent control services through Rose Pest Solutions beginning in 2012. The Evanston Health & Human Services Department tracks and investigates 311 service requests, inspects alleys and properties for rodents, and performs and contracts for baiting and exterior treatment for residential properties.

The table below shows the City’s rodent treatment requests from 2015-2017.
<table>
<thead>
<tr>
<th>Year</th>
<th>Rodent Treatment Requests</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>1,280</td>
</tr>
<tr>
<td>2016</td>
<td>1,108</td>
</tr>
<tr>
<td>2017</td>
<td>747</td>
</tr>
</tbody>
</table>

The City’s professional agreement with Rose Pest Solutions requires the contractor to employ a responsible method of integrated pest management by providing services with the least possible hazards to people, property and the environment. All materials and rodenticides used must conform to applicable federal, state, county and local laws, statutes, ordinances, and regulations, and all materials used must be registered with the Environmental Protection Agency.

The rodenticides used are placed in resistant, sturdy bait boxes with small openings that will allow only small rodents such as rats to get inside. No rodenticide of any kind is allowed on private property without prior consent of the property owners by signature of a Release of Liability waiver. To encourage transparency, the City’s Health Department website includes information on the rodenticides used by Rose Pest Solutions and the Release of Liability form.

B. Environmental Services

Parks

The public parks maintained by the City of Evanston are generally pesticide free, with a few exceptions. The majority of the parks do not receive blanket applications of any pesticides. If deemed necessary due to an outbreak of insects or disease, or a heavy infestation of weeds or invasive plants, spot spraying may be performed on that specific location and only within the limits of the problem area.

Staff does not currently use any pesticides to control grubs on any park properties, as many of these products contain neonicotinoids, which were officially banned on all City owned or leased properties in July of 2016. Recent research suggests a possible link between pesticides that contain neonicotinoids and the die-off of plant pollinators, including honey bees, native bees, butterflies, moths, and other insects. Neonicotinoids are synthetic chemical insecticides similar in structure and action to nicotine, a naturally occurring plant compound. Neonicotinoids absorbed into plant tissue can remain present in pollen and nectar, making them potentially toxic to pollinators.

The City has reduced its use of pesticides within the parks by more than 60 percent in the last five years. In 2016, the City stopped using Roundup (a non-selective herbicide containing Glyphosate) anywhere within the lakefront parks. In 2018, the City plans to cease using products containing Glyphosate altogether since the State of California recently added the herbicide to its list of chemicals known to cause cancer or
reproductive toxicity under Title 27 of the California Code of Regulations (Sec. 1.4. Prohibited Pesticides). Greenways staff is researching alternative products to use during the 2018 growing season.

**Athletic Fields**
Due to the heavy usage of these locations, and in order to maintain a healthy and safe stand of turf, staff applies both fertilizers and selective herbicides to most of the formal athletic fields. Herbicides are typically applied either annually or biannually, depending on specific field conditions each fall. Additionally, beginning in 2017, the City began using only herbicides classified by the US EPA as Toxicity Category III, per the Resolution.

**Fertilizers**
Beginning in 2012, the City switched to the use of organic fertilizers on all athletic fields and public parks. The athletic fields receive two applications of fertilizer per year, and some of the City's larger, high-use parks receive one application per year.

**Merrick Rose Garden**
Due to the species of roses being grown at this location, the use of fertilizers and fungicides is necessary to maintain healthy plants. There are currently four different fungicides being used at the site, two of which are Toxicity Category II products, and two are Category III. Staff will research alternatives to the Category II products to determine if there are less toxic products that are effective.

**Lovelace Park Pond**
Staff has contracted out the maintenance and control of aquatic weeds and algae at this location for the past several years. If left unchecked, the algae and weeds would overwhelm the pond and create an unhealthy condition for both park users and the fish and other aquatic life in the pond. The products that have been used to control the weeds and algae are all Toxicity Category I and II, so staff will work with the contractor to try and find alternative Toxicity Category III products for the 2018 season.

**Treatments to Prevent Dutch Elm Disease**
Each summer, a portion of the public American elms are injected with a fungicide to prevent them from contracting this fatal disease. The fungicide, Arbotect, has been used by both staff and outside contractors every year since 2004, with a success rate of better than 98 percent each year. Since this product is classified at Toxicity Category III, its use is allowed under the Resolution guidelines. The product is mixed and diluted in water at a ratio of 1:64, or 2 ounces of product per gallon of water, and then injected through plastic tubes directly into the base of the trees. This results in minimal exposure potential to the applicators or anyone near the application site.

**Bees/wasps and Cicada Killers**
Public Works Agency staff has seen a recent rise in the number of resident complaints about these three insects. Staff takes a very conservative approach when dealing with the complaints and rarely, if ever, uses pesticides on cicada killers (which are harmless
to humans). The bee and wasp complaints are usually one of two types: a paper wasp nest hanging low from a tree in a high pedestrian area, or a ground bee nest within or near a park playground. If and when staff confirms that the insects present a threat, then the nests are typically sprayed and removed in the very early morning hours before most residents are out and about.

Signage/notification
For all public properties where pesticides are to be applied, warning signs are posted in highly visible locations around the perimeter of the area to be treated at least 72 hours prior to the application. The signs remain in place for at least four days after the application and include all required information, such as the product applied, the time and date of the application, and the name and phone number of the IPM Coordinator. City staff currently has no listing of residents who have requested direct notification prior to any pesticide applications.

The signage requirements of the Resolution are more restrictive than those of the Illinois Department of Agriculture, and the signs used go above and beyond complying with the Illinois pesticide application regulation regarding size, color and wording.

III. City of Evanston Training, Outreach, and Education Activities

Staff IPM training
Per the Resolution, the IPM Coordinator conducted training sessions on safe pesticide use in May of 2017 for all City Divisions involved with the application of pesticides. This general training will be held every two years per the Resolution. In addition, more in-depth training will be conducted annually with all employees who are licensed pesticide applicators in those Divisions that regularly conduct applications on City properties.

Website
A new web page is under development that explains the City’s IPM policy and the City’s efforts to reduce overall pesticide usage. Staff anticipates the page to be completed in the spring of 2018.

Partnerships
In 2015, the City of Evanston and Greenwise Organic Lawn Care launched a pesticide-free park pilot program in conjunction with the Midwest Pesticide Action Center. At that time, the program included five parks: Ackerman, Burnham Shores, Eiden, Perry, and Trahan. In 2017, the grounds surrounding the Evanston Animal Shelter were added as a sixth location. This partnership allows for alternative weed control methods to be used in the selected parks, such as mowing high to increase root strength and naturally shade out weeds and improving soil health for natural weed resistance.

Other Activities
In March 2016, Mayor Tisdahl proclaimed a Monarch Butterfly Day and committed the City to 12 “Monarch Pledge” action steps. Several of these action items have already been completed, with more underway. Completed items include
• Revisions to the City Weed Ordinance (1) to ban neonicotinoid pesticides and (2) to change the definitions of weeds and mowing and landscaping requirements so as to encourage pollinator habitats.

• Installation of a monarch-friendly demonstration garden on the grounds of the Lorraine H. Morton Civic Center.

• Launching of a public communications effort in conjunction with the National Fish and Wildlife Federation to encourage citizens to plant monarch gardens at their homes or in their neighborhoods.

• Expansion of ongoing invasive species removal programs to make it possible to re-establish native milkweed and nectar plants in the landscape.

In February 2017, the City Council adopted a resolution urging the Illinois General Assembly to repeal the state’s pre-emption of the right of local governments to adopt pesticide regulations that are more restrictive than State law. To learn more about efforts to repeal this law, visit the Midwest Pesticide Action Center website.

IV. City of Evanston Pesticide Reduction Goals for 2018-2020

• Conduct annual in-depth training with all City employees who are licensed pesticide applicators.

• Achieve and document further reduction in toxicity of products used. Eliminate the use of Glyphosate anywhere on City property.

• Explore the use of biosolids on City property as an alternative to synthetic fertilizers and toxic pesticides.

• Develop criteria to select city properties to add to the Pesticide-Free Parks program, based on aesthetics, visibility and labor needs. Codify best practices, such as twice-yearly aeration, and metrics to use, such as percentage of dandelions reduced, to showcase the beauty and practicality of pesticide-free city properties.

• Reduce flooding/improve drainage in selected city parks as part of other capital improvement projects.

• Take photos in 2018 and again in 2020 to document progress.

• Continue to add to, and enhance the content on, the City’s pesticide use and reduction webpage.

• Develop and implement a comprehensive public outreach initiative to educate residents, property managers, and landscapers about the City’s Pest Control and Pesticide Reduction Policy and engage them in reducing their use of pesticides. Give special attention to the larger institutions in the community, including Districts 65 and 202, Northwestern University, Evanston NorthShore Hospital, and Saint Francis Hospital.

V. Non-City of Evanston Pest Control Services and Practices

Commercial Pest Control Services
Illinois law imposes certain requirements regarding pesticide use by “applicators-for-hire,” meaning landscapers or other commercial pest control companies.

- **Lawn markers**: After applying lawn care products to a lawn, an applicator-for-hire must place a lawn marker at the point of entry to the lawn. It must state that a lawn care application was made and must include the name and business telephone number of the applicator.

- **Advance notification of neighbor’s spraying**: Any neighbor whose property abuts or is adjacent to the property of a customer of an applicator-for-hire can receive prior notification of an application by contacting the applicator and providing his/her name, address, and telephone number. The applicator is then required, at least a day before a scheduled application, to notify the neighbor in writing, in person, or by telephone, providing the date and approximate time of day of the application.

**Schools and Day Care Centers**
Illinois law requires that schools and licensed childcare centers use an IPM program when economically feasible. Facilities requesting an exemption from the IPM requirement must notify the Illinois Department of Public Health in writing. Schools and childcare centers must maintain a registry of parents and guardians of students, as well as employees, who have requested advance notification of any pesticide applications. They must provide notification of the availability of this registry at least once each year.

**North Shore Mosquito Abatement District.**
Mosquito control in Evanston is carried out by the North Shore Mosquito Abatement District (NSMAD) and by the City of Evanston. NSMAD is funded by property taxes levied in the 13 municipalities in the abatement district, and the City staff's participation is funded by state grants. NSMAD's abatement program is based on IPM principles, with the goal of minimizing deleterious effects on the environment and non-target organisms while using the most effective means of mosquito control available.

Of particular concern is the mosquito-transmitted virus, West Nile Virus. In 2017, 17,318 mosquitoes were tested for the virus in Evanston. Of the 394 mosquito batches tested, 139 batches tested positive for West Nile. There have been 60 human West Nile Virus cases in Evanston since the virus was identified in Illinois in 2001. The table below shows the number of human cases in Evanston since 2012.

<table>
<thead>
<tr>
<th>Year</th>
<th>Number of Human Cases</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>10</td>
</tr>
<tr>
<td>2013</td>
<td>0</td>
</tr>
<tr>
<td>2014</td>
<td>1</td>
</tr>
<tr>
<td>2015</td>
<td>0</td>
</tr>
<tr>
<td>2016</td>
<td>1</td>
</tr>
<tr>
<td>2017</td>
<td>2</td>
</tr>
</tbody>
</table>
Starting this spring, the City's Health Department will reintroduce an annual West Nile Virus larvicide training program in partnership with staff from the Illinois Department of Public Health. Intended particularly for City field staff, the training will cover West Nile Virus prevention and treatment techniques while in the field.

Almost 90 percent of NSMAD's mosquito management program is devoted to larval control through placement of larval control products into known or potential breeding sites (e.g., catch basins and ditches). NSMAD's adult mosquito control program consists of (1) applying insecticides to vegetation and surfaces where mosquitos rest and (2) using truck-mounted sprayers to deliver ultra-low-volume insecticide.

Evanston residents can request advance notice of spraying in their neighborhood. Instructions can be found on the NSMAD website. More information about mosquito control can also be found on the City's Health Department website.

VI. Policies and Practices of Major Evanston Institutions

Ridgeville Park District

Ridgeville Park District, located in south Evanston, comprises 14 acres of parkland and four small buildings. The district follows IPM practices inside the buildings and uses a pest control company that specializes in these practices. The district does not use pesticides on its park grounds.

Metra/Union Pacific

The Union Pacific Railroad uses an outside contractor to maintain the track beds along its right-of-way, from the center line of the track to a fifteen-foot width on both sides. This maintenance consists of cutting and spraying all vegetation within that area twice each year. UP does not specify to the contractor what product is to be used to spray this vegetation. The company has begun a pollinator pilot project along its right-of-way and hopes to expand this effort in the future, where space allows.

Canal Shores

Canal Shores uses IPM best practices to minimize the use of conventional pesticides. In 2017 Canal Shores was certified as an Audubon Cooperative Sanctuary through Audubon International's Cooperative Sanctuary Program for Golf Courses. Meeting the certification standards was an extensive three-year process. Audubor certification signs have been installed around the golf course, highlighting this recognition.

Other Major Institutions

The Pesticide Reduction Goals for 2018-2020 include developing and implementing a comprehensive public outreach initiative to engage the broader community in reducing the use of pesticides. Special attention will be given to Evanston's larger institutions, including Districts 65 and 202, Northwestern University, Evanston NorthShore Hospital, and Saint Francis Hospital.
VII. What Residents Can Do

Indoor pest control
Routine application of pesticides to control pests is an ineffective, outdated approach that is risky to our health. Pests respond by going somewhere else, and over time they can develop immunity to the chemicals used. IPM is a safer, more cost-effective way to control pests over the long run.

IPM involves common sense actions like removing pests' food, water, and access by such steps as keeping food contained and sealing cracks in building structures. The basic IPM strategies are inspection, identification, recommendation, treatment/control, and evaluation. IPM only uses pesticides as a last resort and only applies the least-toxic product in a targeted way – for example, using glue traps that don’t expose people to the chemical, rather than sprays.

Pest control companies increasingly offer IPM services. The Midwest Pesticide Action Center provides a list of companies on its website.

Bedbugs
Contact the Evanston Health & Human Services Department to request an onsite inspection and to obtain information on treatment and on ways to avoid bed bugs.

The Midwest Pesticide Action Center’s website includes multiple resources for identification, prevention, and control of bed bugs. Some prevention tips include:

- Be on the look out for signs of infestations such as waking up with bites, seeing live bugs, or seeing dark red or black spots on bedding, carpets, walls, and furniture.
- Paint and caulk around sleeping areas such as along baseboards, windows, and bed frames.
- Inspect used furniture closely for signs of infestation before bringing into your home.
- Take a look around mattresses and furniture when staying in unfamiliar places. Bed bugs can hitch a ride home on your clothing or luggage.

Outdoor pest control
IPM principles also work in the outdoor environment. When pesticides are sprayed outdoors, people and pets can be exposed via inhalation due to pesticide “drift,” skin absorption, and/or ingestion. Natural lawn care offers an effective and safe alternative. The Midwest Pesticide Action Center suggests the following natural lawn care tips:

- Water Deeply and Infrequently. This encourages deep root growth. One inch per week is ideal.
- Mow High. Keep your lawn mowed at three inches or higher. This will increase the root strength and naturally shade out weeds. Don’t mow your lawn unless it needs it.
• **Use Organic Fertilizer.** Commercial fertilizers easily wash away, and many contain toxic weed killers. Choose an organic fertilizer and keep grass clippings on the lawn, as they are an excellent natural fertilizer.

• **Weed Naturally.** Proper lawn care maintenance naturally eliminates most weeds. Annual reseeding gives grass an advantage over weeds. Avoid using pesticides, as they can harm our health and harm bees, birds and fish.

Additionally, less-toxic and non-toxic products are increasingly available for weed control. The Midwest Pesticide Action Center website provides a list of lawn care companies that use no, or minimal, chemicals.

**Garden Certification**

Evanstonians can also make their property friendly and healthy for bees and other pollinators by participating in the Natural Habitat Evanston community certification initiative. This program, undertaken by Citizens’ Greener Evanston, is helping Evanston achieve National Wildlife Federation certification as a Community Habitat for birds, bees, butterflies, and other pollinators, which are in decline due to the use of pesticides, habitat loss, climate change, and other threats. Evanston schools, homeowners, places of worship, parks, community gardens, and more have certified their gardens by providing pollinators with food, water, cover, and places to raise their young, and by reducing or eliminating the use of pesticides and herbicides.

**Mosquitoes**

Residents can take steps to reduce mosquito-breeding sites by ensuring that there is no standing water on their property. In addition, there are alternatives to chemical pesticides for controlling mosquitoes on one’s property. Evanston-based Greenwise Organic Lawn Care recommends misting property with sprays containing non-toxic, natural biting-bug deterrents such as essential cedar and peppermint oils, and incorporating plants into the landscape that serve as natural mosquito repellents, such as citronella grass and geraniums.

**Runoff**

Evanston commercial and residential property owners can do a lot to help minimize stormwater problems. Following one or all of the tips below will help extend the City's efforts to prevent stormwater runoff as well as minimize pesticide contamination when a discharge does occur.

• Cut down on fertilizers, pesticides, and herbicides. If you do use these chemicals, follow directions and use them sparingly. Don’t fertilize before a rainstorm. Consider using organic fertilizers.

• Compost or mulch lawn clippings. Add compost to planting soil and dress it with mulch to improve plant growth and reduce stormwater runoff.

• Preserve existing trees and/or plant new ones. Trees hold rainfall and help manage stormwater.

• Remove part or all of your lawn. Lawns require a lot of watering, mowing, and care. Replace part or all of your turf grass with native, drought-resistant plants.
• Reduce impervious surfaces and increase the vegetated land cover of your property. Impervious surfaces include your roof, driveway and patio. Reduce rooftop runoff by directing your downspouts to vegetated areas and not to the storm drain on your street. For your driveway and patio, consider installing permeable paving or patterns of cement and brick that allow water to filter through.

• Use landscape solutions to stop stormwater from damaging your property and flooding the sewer system. Berms and regrades, dry wells and creeks, swales, and French drains are all relatively easy landscape solutions that will slow down the stormwater so it can percolate and filter into the soil rather than racing over it to the sewer system.

Rats
The City's Health & Human Services Department offers the following tips.

• Eliminate (and recycle) rubbish, boxes, scrap metal and other materials that give rats a place to hide.

• Control weeds, shrubs and vegetation overgrowth, especially along foundations, that give rodents the means to move from location to location without being seen.

• Keep food away. Don’t put food out for stray animals. Remove bird feeders.

• Manage garbage. Use durable, City-approved trash cans with tight-fitting lids.

• Seal holes and openings in garage walls and doors.

VIII. Resources

City of Evanston — Health & Human Services
• Rodent control and Bedbug inspections and treatment information: https://www.cityofevanston.org/government/departments/health-human-services/protect/pest-control

• Mosquito control: https://www.cityofevanston.org/government/departments/health-human-services/protect/pest-control/mosquitoes

City of Evanston — Environmental Services
• Private Dutch Elm Disease Insurce program: https://www.cityofevanston.org/government/departments/health-human-services/protect/pest-control/mosquitoes


Midwest Pesticide Action Center: http://midwestpesticideaction.org/
• A list of companies that offer IPM services: http://midwestpesticideaction.org/wp-content/uploads/2017/02/PestControlCompaniesUpdated.pdf

• A list of lawn care companies that use no, or minimal, chemicals: http://midwestpesticideaction.org/wp-content/uploads/2013/09/MPAC-Midwest-Natural-Lawn-Care-Companies.pdf
• Information about efforts to repeal the state law preempting local regulation of pesticides: [http://midwestpesticideaction.org/repeal-pesticide-preemption/](http://midwestpesticideaction.org/repeal-pesticide-preemption/)

**Citizens Greener Evanston**

• Natural Habitat Evanston community certification initiative:
  [http://greenerewanston.org/community-habitat-certification-program](http://greenerewanston.org/community-habitat-certification-program)

**Greenwise Organic Lawn Care**

Safely Protect Against Mosquito Bites with No Toxic Pesticides:

**Illinois General Assembly**

Illinois Lawn Care Products Application and Notice Act:

**Illinois Department of Public Health**


**IPM Institute of North America:** [https://ipminstitute.org/](https://ipminstitute.org/)

**California Department of Pesticide Regulation**

What are the Potential Health Effects of Pesticides?
[http://www.cdpr.ca.gov/docs/dept/comguide/effects_excerpt.pdf](http://www.cdpr.ca.gov/docs/dept/comguide/effects_excerpt.pdf)

**IX. City of Evanston Sustainable Pest Control and Pesticide Reduction Policy**

[https://www.cityofevanston.org/home/showdocument?id=10591](https://www.cityofevanston.org/home/showdocument?id=10591)
A RESOLUTION

Adopting the City of Evanston Sustainable Pest Control and Pesticide Reduction Policy

WHEREAS, public health and environmental protection are necessary to promote the general well being and welfare of people, livelihoods and ecosystems; and

WHEREAS, the concept of sustainability obligates and compels municipalities to balance concern for the economic, environmental, and social viability of a community by taking a systematic, holistic, and comprehensive approach to its operations; and

WHEREAS, pesticides are linked to a variety of known adverse health outcomes in people, as well as detrimental environmental impacts to water, soil, air and wildlife; and

WHEREAS, pesticide reduction is a generally accepted and legitimate public policy goal that is consistent with sustainability; and

WHEREAS, alternative approaches to conventional pest management exist which effectively control pests while reducing pesticide applications, promote public health and the environment, and save money when utilized consistently and systematically; and
WHEREAS, the City of Evanston seeks to serve as a model to the public for the use of sustainable pest control practices, including natural lawn care and integrated pest management, as well as increase awareness about such practices; and

WHEREAS, the purpose of this Resolution is to reduce the use of pesticides in the City of Evanston through the implementation of sustainable pest control practices on City-owned or -leased property, and to educate the general public as well as the private sector about these practices;

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

SECTION 1: That the City Council hereby adopts the City of Evanston Sustainable Pest Control and Pesticide Reduction Policy to read as follows:

1. It shall be the policy of the City of Evanston to reduce pesticide applications on City-owned or -leased property to the maximum extent feasible through the implementation of least-toxic integrated pest management techniques. The City, in carrying out its operations, shall assume that pesticides are potentially hazardous to human and environmental health.

2. The following words and phrases shall be construed as defined in this section:

   a. Pest: Any plant, animal, insect, virus, bacteria or other microorganism that occurs where it is not wanted or that causes damage to vegetation or humans or other animals. Pests may include but are not limited to insects, weeds, rodents and fungi.

   b. Pesticide: Any substance intended to control, destroy, repel, or mitigate a pest. Pesticides include, but are not limited to, herbicides, fungicides, insecticides, rodenticides and any other compounds and organisms, naturally occurring or otherwise, requiring registration or exempt from registration under
c. Integrated Pest Management (IPM) Coordinator: The designated City representative for pest control activities.

d. Integrated Pest Management (IPM): A pest management technique that gives preference to the safest pest control methods and uses conventional chemical pesticides only when no other feasible alternative exists. It addresses the underlying causes of pest problems, and seeks to find effective long-term solutions that emphasize prevention.

3. All City employees, agents, and contractors shall adhere to the provisions of this Resolution. The City shall designate an IPM Coordinator for the purpose of ensuring compliance with the provisions of this Resolution. The IPM Coordinator, in consultation with relevant departments, shall develop appropriate language for all City contracts that require compliance with the provisions of this Resolution. A copy of this Resolution shall be attached to all contracts.

4. Prohibited Pesticides:

   a. Except for pesticides granted an exemption pursuant to Section 5, effective six (6) months from the date of enactment of this Resolution, no City employee, agent, or contractor shall apply the following pesticides to any City-owned or -leased property:

      1) Those classified by the United States Environmental Protection Agency (US EPA) as known, probable, likely, possible, or suspected carcinogens;

      2) Those classified by US EPA as Toxicity Category I and Toxicity Category II pesticides under 40 CFR 156.62 and 156.64; or

      3) Chemicals known by the State of California to cause cancer or reproductive toxicity as published on the Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986) list pursuant to Title 27 of the California Code of Regulations.

   b. The most current versions of the three lists in a) above are adopted by reference. The IPM Coordinator will maintain links to the lists on the City of Evanston website.

5. Notwithstanding any other provision of this Resolution, this Resolution shall not apply to the use of pesticides for the following purposes:
a. Anti-microbial pesticides and hand sanitizers;

b. Pesticides used for the purposes of maintaining safe drinking water; treating waste water, sewage or sludge; maintaining heating, cooling and ventilation systems; and those used to maintain water quality in swimming pools;

c. Pesticides prescribed by a licensed veterinarian for the control of parasites of wild, domestic, or exotic animals;

d. Pesticides classified as minimum risk pesticides and exempted from registration by the US EPA under 40 CFR 152.25, or those not requiring regulation under the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136);

e. Rodenticide baits in tamper-resistant containers or rodenticide baits placed directly into rodent burrows so they are inaccessible to children, pets, or wildlife;

f. Non-volatile insecticide baits in tamper-resistant containers or placed so they are inaccessible to children, pets, and wildlife;

g. Biological or microbial pesticides; or

h. Boric acid, disodium tetrahydrate, silica gels, and diatomaceous earth.

6. Except for pesticides granted an exemption pursuant to Section 5, effective two (2) years from the date of enactment of this Resolution, no City employee, agent, or contractor shall apply any pesticide on City-owned or -leased property.

7. Except for pesticides granted an exemption pursuant to Section 5, within thirty (30) days of the effective date of this Resolution, the City shall comply with the following notification procedures:

a. Signs shall be posted at least seventy-two (72) hours prior to any pesticide application and remain posted for at least four (4) days after application.

b. Signs shall be posted at every entry point where the pesticide is applied if applied in an enclosed area and in highly visible areas around the perimeter if the pesticide is applied in an open area.
c. Signs shall be of a standardized design that is readily visible, easily recognizable and understandable to employees, agents, contractors, and the public.

d. Signage shall contain the following information: common name and active ingredient(s) of each pesticide applied, the target pest, the date and time of pesticide application, and the name and telephone number of the IPM Coordinator.

e. Where signage is impractical, the IPM Coordinator shall determine an appropriate alternative method of notification that provides at least twenty-four (24) hours notice prior to any pesticide application.

f. In the event that a pest outbreak poses an immediate threat to public health and safety or of significant economic damage to property, notification shall be concurrent with pesticide application or as soon thereafter as is practical.

g. Pesticides applied to rights-of-way and other areas not used by, or easily accessible to, the public are exempt from the notification provisions of this section.

8. In the event that a pest outbreak poses an immediate threat to public health and safety or threatens to cause significant economic damage to property, the Director of the Evanston Health Department may grant a waiver of the restrictions in Sections 4 and 6, not to exceed thirty (30) days.

9. Each City department or agency that uses pesticides shall keep records of all pesticide management activities for at least three (3) years or as required by state and federal law, whichever is greater. These records shall include the following information: target pest; common name, active ingredient and quantity of pesticide used; EPA registration number, where applicable; date of application; non-pesticide control methods used; proof of notification; and any exemptions granted by the IPM Coordinator.

10. Effective one (1) year from the date of enactment of this Resolution and every two (2) years thereafter, the IPM coordinator shall submit a report on the City’s use of pesticides and pesticide reduction efforts to the City Council for review.

11. The IPM Coordinator, or another qualified agency or organization selected by the IPM Coordinator, shall conduct at least one training session every two (2) years for relevant department managers and staff responsible for pest control or the use of any pesticide on City-owned or -leased property.
regarding this Resolution, sustainable pest management practices and City outreach efforts. All contractors engaged in pest control activities on City-owned or -leased property shall be required to attend such training sessions and meetings or shall provide proof of equivalent education.

12. Nothing in this policy shall be construed to usurp state and federal authority, or that of the North Shore Mosquito Abatement District, controlling the registration and application of pesticides, whether for public health purposes, mosquito abatement, private sector applications or otherwise. All uses of pesticides must be in accordance with applicable state and federal laws.

**SECTION 2:** That the City Manager is hereby authorized and directed to implement the City of Evanston Sustainable Pest Control and Pesticide Reduction Policy.

**SECTION 3:** That this Resolution 20-R-10 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

_______________________________
Elizabeth B. Tisdahl, Mayor

Attest:

_______________________________
Rodney Greene, City Clerk

Adopted: __________________, 2010
For City Council meeting of April 23, 2018
Dodge Avenue Bike Lane Modifications
For Action

Memorandum

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

From: David D. Stoneback, Public Works Agency Director
   Lara Biggs, P.E., Bureau Chief – Capital Planning / City Engineer

Subject: Dodge Avenue Bike Lane Modifications

Date: April 23, 2018

Recommended Action:
The 8th Ward Alderman has requested that the City Council review the necessity for bike lanes on Dodge Avenue between Howard Street and Oakton Street. Staff is requesting direction on how to proceed.

Funding:
This project is not budgeted for FY 2018.

Background:
The City applied for and received a Congestion Mitigation Air Quality (CMAQ) grant through the Chicago Metropolitan Agency for Planning (CMAP) for the Dodge Avenue Bike Lane Improvements project. This grant paid for 80% of the project, while the City paid a 20% match. The initial cost of installation was $455,186 total. On 1/26/15, the City Council approved Resolution 14-R-15, which authorized the city manager to execute the agreement with Illinois Department of Transportation to proceed with the construction of the Dodge Avenue Bike Lane Improvements.

Following the installation of the bike lanes in summer 2015, the City received both positive and negative feedback from the public. Following discussion at the City Council meeting on 9/12/16 and 10/24/16, staff was directed to make modifications to parking that increased visibility at cross-streets and allowed for more space for buses to pull off to the side at marked bus stops. The speed limit was also reduced to 25 mph. However, the decision was made to leave the bike lanes intact. A request is now being made to remove the bike lanes from Howard Street to Oakton Street.

Analysis:
In order to remove the bike lanes, staff would need to prepare contract documents and hire a contractor. The existing pavement markings would need to be ground off, and
new pavement markings would need to be placed. The estimated cost for this work from Howard to Oakton is $150,000.

In addition, the City of Evanston would likely need to pay back a portion or the entire CMAQ grant received. The original grant funding was for a total of $292,000. It is not clear if the City would be required to repay this in its entirety or only the portion applicable to the section where the bike lane is being removed. Returning the grant may also have the unintended consequence of jeopardizing future grant awards to the City of Evanston from CMAP.

Attached is a comparison of accidents that occurred on Dodge Avenue between Lake Street and Howard Street in calendar year 2105 (before the bike lane was installed) and 2017 (after the bike lane was installed).

Attachments:
Dodge Avenue Corridor Accident Comparison
Dodge Avenue Corridor
Howard Street to Lake Street
Accident Comparison

<table>
<thead>
<tr>
<th>Street Intersection &amp; Block</th>
<th>2015</th>
<th>2017</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dodge &amp; Howard Intersection</td>
<td>10</td>
<td>3</td>
<td>-7</td>
</tr>
<tr>
<td>Howard to Oakton</td>
<td>15</td>
<td>17</td>
<td>2</td>
</tr>
<tr>
<td>Dodge &amp; Oakton Intersection</td>
<td>13</td>
<td>13</td>
<td>0</td>
</tr>
<tr>
<td>Oakton to Main</td>
<td>17</td>
<td>16</td>
<td>-1</td>
</tr>
<tr>
<td>Dodge &amp; Main Intersection</td>
<td>19</td>
<td>18</td>
<td>-1</td>
</tr>
<tr>
<td>Main to Dempster</td>
<td>23</td>
<td>16</td>
<td>-7</td>
</tr>
<tr>
<td>Dodge &amp; Dempster Intersection</td>
<td>23</td>
<td>18</td>
<td>-5</td>
</tr>
<tr>
<td>Dempster to Lake</td>
<td>10</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>Dodge &amp; Lake Intersection</td>
<td>10</td>
<td>4</td>
<td>-6</td>
</tr>
<tr>
<td>Total</td>
<td>140</td>
<td>115</td>
<td>-25</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Accident</th>
<th>2015</th>
<th>2017</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pedestrian</td>
<td>2</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Bicyclist</td>
<td>10</td>
<td>3</td>
<td>-7</td>
</tr>
<tr>
<td>Head-on</td>
<td>4</td>
<td>1</td>
<td>-3</td>
</tr>
<tr>
<td>Angle</td>
<td>17</td>
<td>5</td>
<td>-12</td>
</tr>
<tr>
<td>Side-swipe same direction</td>
<td>14</td>
<td>14</td>
<td>0</td>
</tr>
<tr>
<td>Side-swipe opposite direction</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Turning</td>
<td>21</td>
<td>20</td>
<td>-1</td>
</tr>
<tr>
<td>Parked vehicle</td>
<td>11</td>
<td>32</td>
<td>21</td>
</tr>
<tr>
<td>Rear-end</td>
<td>55</td>
<td>34</td>
<td>-21</td>
</tr>
<tr>
<td>Other</td>
<td>5</td>
<td>2</td>
<td>-3</td>
</tr>
<tr>
<td>Injuries</td>
<td>27</td>
<td>11</td>
<td>-16</td>
</tr>
</tbody>
</table>
Memorandum

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

From: David Stoneback, Public Works Agency Director
      Lara Biggs, P.E., Bureau Chief – Capital Planning / City Engineer
      Rajeev Dahal, Senior Project Manager - Transportation

Subject: Approval of Contract for the 2018 50/50 Sidewalk Replacement Project
         (Bid No. 18-14)

Date: March 26, 2018

Recommended Action:

Staff recommends City Council authorize the City Manager to execute a contract for the
2018 50/50 Sidewalk Replacement Project (Bid No. 18-14) with Schroeder & Schroeder
Inc. (7306 Central Park Avenue, Skokie, IL 60076) in the amount of $211,000.00.

Funding Source:

Funding will be provided from the Capital Improvement Program (CIP) 2018 General
Obligation Bonds in the amount of $150,000 and from estimated private funds in the
amount of $61,000. A detailed funding breakdown is shown below.

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Account No.</th>
<th>FY 2018 Budget</th>
<th>Amount Remaining</th>
<th>Contract Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Calming, Bicycle and Pedestrian Improvements</td>
<td>415.40.4118.65515 - 418021</td>
<td>$300,000</td>
<td>$284,209.50</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>(2018 G.O. Bonds)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Owner Matching Funds (Non-City Reimbursement)</td>
<td>415.40.4218.65515 - 418021</td>
<td>n/a</td>
<td>n/a</td>
<td>$61,000.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>$211,000</td>
</tr>
</tbody>
</table>

Livability:
Built Environment: Enhance public spaces; Promote diverse transportation modes
Health & Safety: Promote healthy, active lifestyles
Background Information:
The 50/50 Sidewalk Replacement Program provides for the replacement of sections of deteriorated sidewalk as requested by property owners. The cost of sidewalk replacement is shared between property owners and the City where the property owners pay 50% of the cost. Sidewalk sections damaged by tree roots in the parkway are replaced using City funds. An initial installation of citywide sidewalk improvements will be scheduled for this spring. Depending on demand and available funding, additional sidewalk repair may be scheduled in the fall.

Analysis:
The bid documents were prepared and sent to several potential bidders. The project was advertised on February 22, 2018 in Pioneer Press. The project was also published on Demand Star. A pre-bid meeting was held on March 7, 2018 and the bids were received and publicly read on March 20, 2018. Two bids were submitted as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schroeder &amp; Schroeder Inc.</td>
<td>7306 Central Park Avenue, Skokie, IL 60076</td>
</tr>
<tr>
<td>RAI Concrete, Inc.</td>
<td>1827 Blackhawk Dr., West Chicago, IL 60185</td>
</tr>
</tbody>
</table>

The submitted bid cannot be withdrawn or canceled for a period of sixty (60) calendar days following the bid opening. The bids were reviewed by Rajeev Dahal, Senior Project Manager. A summary of the bid pricing received was as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schroeder &amp; Schroeder Inc.</td>
<td>$ 211,000.00</td>
</tr>
<tr>
<td>RAI Concrete, Inc.</td>
<td>$ 224,300.00</td>
</tr>
</tbody>
</table>

Schroeder & Schroeder Inc. has completed various similar projects for the City (including the 2017 50/50 Sidewalk Replacement Project), and staff has found their work to be satisfactory. Therefore, staff recommends that the contract be awarded to Schroeder & Schroeder Inc. This project is scheduled to begin in June 2018 and be completed by October 2018.

The bid proposal indicated intent to meet the City’s M/W/EBE program goal. A memo reviewing compliance with the City’s M/W/EBE program goals is attached.

Attachments:
Bid Tabulation
Memo on M/W/EBE Compliance
**CITY OF EVANSTON**

**TABULATION OF BIDS FOR**

**2018 50/50 SIDEWALK REPLACEMENT PROGRAM - BID NO. 18-14**

**DATE:** March 20, 2018  
**TIME:** 2:00 PM  
**ATTENDED BY:** Rajeev Dahal & Hank Daniels

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM</th>
<th>UNIT</th>
<th>TOTAL QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PCC SIDEWALK - 5&quot; (REMOVAL &amp; REPLACEMENT) - MAIN WALK</td>
<td>SQ FT</td>
<td>24,000</td>
<td>$7.70</td>
<td>$184,800.00</td>
<td>$7.25</td>
<td>$174,000.00</td>
<td>$7.00</td>
<td>$168,000.00</td>
</tr>
<tr>
<td>2</td>
<td>PCC SIDEWALK, SPECIAL - 5&quot; (REMOVAL, REGRADING &amp; REPLACEMENT) - MAIN WALK</td>
<td>SQ FT</td>
<td>2,000</td>
<td>$8.83</td>
<td>$17,660.00</td>
<td>$7.50</td>
<td>$15,000.00</td>
<td>$8.50</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>3</td>
<td>PCC SIDEWALK - 5&quot; (REMOVAL &amp; REPLACEMENT) - PARKWAY / SERVICE WALK</td>
<td>SQ FT</td>
<td>1,000</td>
<td>$9.00</td>
<td>$9,000.00</td>
<td>$9.00</td>
<td>$9,000.00</td>
<td>$12.00</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>4</td>
<td>PCC SIDEWALK - 5&quot; NEW (9&quot; EARTH EXCAVATION &amp; 4&quot; AGGREGATE BASE COURSE)</td>
<td>SQ FT</td>
<td>150</td>
<td>$10.00</td>
<td>$1,500.00</td>
<td>$10.00</td>
<td>$1,500.00</td>
<td>$25.00</td>
<td>$3,750.00</td>
</tr>
<tr>
<td>5</td>
<td>CONCRETE CURB, TYPE B (REMOVAL &amp; REPLACEMENT)</td>
<td>FOOT</td>
<td>100</td>
<td>$29.00</td>
<td>$2,900.00</td>
<td>$20.00</td>
<td>$2,000.00</td>
<td>$38.50</td>
<td>$3,850.00</td>
</tr>
<tr>
<td>6</td>
<td>COMBINATION CONCRETE CURB &amp; GUTTER, TYPE B-6.12 (REMOVAL &amp; REPLACEMENT)</td>
<td>FOOT</td>
<td>100</td>
<td>$36.00</td>
<td>$3,600.00</td>
<td>$24.00</td>
<td>$2,400.00</td>
<td>$38.50</td>
<td>$3,850.00</td>
</tr>
<tr>
<td>7</td>
<td>EARTH EXCAVATION, SPECIAL, 2&quot;-6&quot;</td>
<td>SQ YD</td>
<td>30</td>
<td>$12.50</td>
<td>$375.00</td>
<td>$5.00</td>
<td>$150.00</td>
<td>$85.00</td>
<td>$2,550.00</td>
</tr>
<tr>
<td>8</td>
<td>FURNISHING AND PLACING TOPSOIL, SPECIAL, 2&quot;-4&quot;</td>
<td>SQ YD</td>
<td>30</td>
<td>$6.50</td>
<td>$195.00</td>
<td>$5.00</td>
<td>$150.00</td>
<td>$50.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>9</td>
<td>SODDING, SPECIAL</td>
<td>SQ YD</td>
<td>30</td>
<td>$17.50</td>
<td>$525.00</td>
<td>$20.00</td>
<td>$600.00</td>
<td>$50.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>10</td>
<td>DETECTABLE WARNINGS</td>
<td>SQ FT</td>
<td>100</td>
<td>$31.00</td>
<td>$3,100.00</td>
<td>$37.00</td>
<td>$3,700.00</td>
<td>$40.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>11</td>
<td>BRICK PAVER REMOVAL AND REPLACEMENT</td>
<td>SQ FT</td>
<td>100</td>
<td>$8.00</td>
<td>$800.00</td>
<td>$10.00</td>
<td>$1,000.00</td>
<td>$48.00</td>
<td>$4,800.00</td>
</tr>
<tr>
<td>12</td>
<td>ENGINEERING SERVICES</td>
<td>HOUR</td>
<td>20</td>
<td>$75.00</td>
<td>$1,500.00</td>
<td>$75.00</td>
<td>$1,500.00</td>
<td>$75.00</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

**TOTAL BID**  
**AS READ** $225,955.00 $211,000.00 $224,300.00  
**AS CORRECTED** $211,000.00 $224,300.00

**BIDDERS**  
Schroeder & Schroeder, Inc.  
7306 Central Park Avenue  
Skokie, IL 60076  
Rai Concrete, Inc.  
1827 Blackhawk Dr  
West Chicago, IL 60185
Memorandum

To: David Stoneback, Public Work Agency Director
Lara Biggs, Bureau Chief – Capital Planning / City Engineer
Rajeev Dahal, Senior Project Manager – Transportation

From: Tammi Nunez, Purchasing Manager

Subject: Contract for 2018 50/50 Sidewalk Replacement Project, Bid 18-14

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’s goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract.

With regard to the recommendation for the 2018 50/50 Sidewalk Replacement Project, Bid 18-14, Schroeder & Schroder Inc. total base bid is $211,000.00, and they will receive 27% credit for compliance towards the M/W/EBE goal.

<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>WBE</th>
<th>EBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ozinga Ready Mix Concrete 2525 Oakton Street Evanston, IL 60202</td>
<td>Concrete</td>
<td>$57,000.00</td>
<td>27%</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Total M/W/EBE</td>
<td></td>
<td>$57,000.00</td>
<td>27%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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, Public Works Agency Director
       Lara Biggs, P.E., Bureau Chief – Capital Planning / City Engineer
       Chris Venatta, P.E., Senior Project Manager

Subject: Approval of Contract for 2018 Water Main Improvements and Street
         Resurfacing Project (Bid No. 18-10)

Date: April 23, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a contract for the
2018 Water Main Improvements and Street Resurfacing Project (Bid No. 18-10) with
Bolder Contractors, Inc. (316 Cary Point Drive, Cary, IL 60013) in the amount of
$2,410,717.49.

Funding Source:
Funding will be provided from the CIP Fund 2018 General Obligation Bonds in the
amount of $380,000.00, the Water Fund in the amount of $2,470,000.00, and the Sewer
Fund in the amount of $300,000.00. A detailed summary of the funding is as follows:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Account</th>
<th>Amount Budgeted</th>
<th>Amount Remaining</th>
<th>Contract Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>CIP Fund</td>
<td>415.40.4118.65515 – 418001</td>
<td>$ 380,000.00</td>
<td>$ 380,000.00</td>
<td>$ 330,020.80</td>
</tr>
<tr>
<td>Water Fund</td>
<td>513.71.7330.65515 – 418001</td>
<td>$2,470,000.00</td>
<td>$2,470,000.00</td>
<td>$1,782,731.69</td>
</tr>
<tr>
<td>Sewer Fund</td>
<td>515.40.4535.65515 – 418001</td>
<td>$ 300,000.00</td>
<td>$ 300,000.00</td>
<td>$ 297,965.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$3,150,000.00</strong></td>
<td><strong>$3,150,000.00</strong></td>
<td><strong>$2,410,717.49</strong></td>
</tr>
</tbody>
</table>

Livability Benefits:
Built Environment: Enhance public spaces; Manage water resources responsibly
Climate and Energy: Improve energy and water efficiency
Background Information:
This project consists of the installation of approximately 4,253 feet of new water main of various diameters, approximately 974 feet of new 24-inch relief sewer, and 299 feet of combined and storm sewer of various diameters at locations throughout the City as follows:

<table>
<thead>
<tr>
<th>Street</th>
<th>From</th>
<th>To</th>
<th>Scope</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colfax Pl.</td>
<td>Crawford Ave.</td>
<td>East End Alley</td>
<td>Water Main &amp; Patching</td>
</tr>
<tr>
<td>Colfax St.</td>
<td>Bryant Ave.</td>
<td>Ridge Av.</td>
<td>Water Main &amp; Resurfacing</td>
</tr>
<tr>
<td>Dewey Ave.</td>
<td>Grove St.</td>
<td>Church St.</td>
<td>Water Main &amp; Resurfacing</td>
</tr>
<tr>
<td>Hinman Ave.</td>
<td>Keeney St.</td>
<td>Kedzie St.</td>
<td>Relief Sewer &amp; Patching</td>
</tr>
<tr>
<td>Lawndale Ave.</td>
<td>Elgin Rd.</td>
<td>Grant St.</td>
<td>Water Main &amp; Patching</td>
</tr>
<tr>
<td>Madison Pl.</td>
<td>West End</td>
<td>Hartrey Ave.</td>
<td>Water Main &amp; Patching</td>
</tr>
</tbody>
</table>

The water mains to be replaced or rehabilitated are selected by condition based on the number of main breaks or selected to improve system capacity to meet anticipated fire flow demand and are coordinated with the list of streets needing to be resurfaced as much as possible. The sewer extension on Hinman will provide combined sewer relief to reduce the magnitude and frequency of sewer surcharging in the area. Colfax Street and Dewey Avenue will be resurfaced after completion of the water main work. Colfax Place, Lawndale Avenue, Madison Place, and Hinman Avenue will be patched after completion of the water main work and sewer work. Hinman Avenue is scheduled to be resurfaced using MFT funds in the summer of 2018.

This project also includes replacing five outdoor drinking fountains at various parks throughout the City. These fountains are recommended to be replaced due to their condition and age. The fountains are located at Beck, Ellingwood, Clyde-Brummel, McCulloch, and Raymond parks.

Analysis:
This bid was advertised on Demandstar and in the Pioneer Press. Bids for the project were received and publicly read on April 3, 2018. Five contractors submitted bids for this project as follows.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bolder Contractors, Inc.</td>
<td>316 Cary Point Drive, Cary, IL 60013</td>
</tr>
<tr>
<td>Copenhaver Construction</td>
<td>75 Koppie Drive, Gilberts, IL 60136</td>
</tr>
<tr>
<td>Glenbrook Ex. &amp; Conc., Inc.</td>
<td>1350 N. Old Rand Road, Wauconda, IL 60084</td>
</tr>
<tr>
<td>Berger Excavating Contractors, Inc.</td>
<td>1205 Garland Road, Wauconda, IL 60084</td>
</tr>
<tr>
<td>Joel Kennedy Construction Corp.</td>
<td>40 Noll Street, Waukegan, IL 60085</td>
</tr>
</tbody>
</table>

The submitted bids cannot be withdrawn or canceled for a period of sixty (60) calendar days following the bid opening. The bids were reviewed by Chris Venatta, Senior Project Manager. Attached is a bid tabulation showing the detailed bid results.
A summary of the bid pricing received was as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bolder Contractors, Inc.</td>
<td>$2,410,717.49</td>
</tr>
<tr>
<td>Copenhaver Construction</td>
<td>$2,422,851.04</td>
</tr>
<tr>
<td>Glenbrook Ex. &amp; Conc., Inc.</td>
<td>$2,488,049.99</td>
</tr>
<tr>
<td>Berger Excavating Contractors, Inc.</td>
<td>$2,777,756.90</td>
</tr>
<tr>
<td>Joel Kennedy Construction Corp.</td>
<td>$2,820,473.50</td>
</tr>
</tbody>
</table>

Bolder Contractors, Inc. has completed various projects for the City, and staff has found their work to be satisfactory. Therefore, staff recommends that the contract be awarded to Bolder Contractors, Inc. for a total amount of $2,410,717.49.

The bid proposal indicated intent to meet the City’s M/W/EBE program goal and comply with the Local Employment Program. A memo reviewing compliance with the City’s M/W/EBE program goals is attached.

Attachments:
- Bid Tabulation
- Location Map
- Memo on M/W/EBE Compliance
CITY OF EVANSTON
TABULATION OF BIDS FOR
2018 WATER MAIN IMPROVEMENTS AND STREET RESURFACING PROJECT
BID NO: 18-10
DATE: APRIL 3, 2018

ITEM
NUMBER

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55

NAME

APPROVED
ENGINEER'S
ESTIMATE

TIME: 2:00 P.M.
ATTENDED BY: CV

ITEM

TEMPORARY FENCE
TREE TRUNK PROTECTION
TREE ROOT PRUNING
TREE PRUNING
REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL
TRENCH BACKFILL
POROUS GRANULAR BACKFILL
TOPSOIL FURNISH AND PLACE, SPECIAL
EXPLORATION TRENCH, SPECIAL (UP TO 8 FEET DEEP)
SODDING, SALT TOLERANT
INLET FILTERS
SUBBASE GRANULAR MATERIAL, TYPE B
AGGREGATE FOR TEMPORARY ACCESS
BITUMINOUS MATERIALS (TACK COAT)
MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS
LEVELING BINDER (MACHINE METHOD), N50
HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT
TEMPORARY RAMP
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50
INCIDENTAL HOT-MIX ASPHALT SURFACING
TEMPORARY HOT-MIX ASPHALT
TEMPORARY COLD-MIX ASPHALT
PCC DRIVEWAY PAVEMENT, 6 INCH
PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH
DETECTABLE WARNINGS
DRIVEWAY PAVEMENT REMOVAL
CONCRETE CURB REMOVAL
COMBINATION CURB AND GUTTER REMOVAL
SIDEWALK REMOVAL
HMA SURFACE REMOVAL, VARIABLE DEPTH
CLASS B PATCHES, SPECIAL, 9", FINISHED PAVEMENT
CLASS D PATCHES, SPECIAL, 9"
CLASS D PATCHES, SPECIAL, 9" - WIDENING
FULL DEPTH PATCHES, SPECIAL 11"
FULL DEPTH PATCHES, SPECIAL 11"-WIDENING
COMBINED SEWERS 12", SPECIAL (DIP CL 50)
COMBINED SEWERS 10", SPECIAL (DIP CL 50)
RELIEF SEWERS 24", SPECIAL (DIP CL 50)
RELIEF SEWERS 16", SPECIAL (DIP CL 50)
STORM SEWERS 12", SPECIAL (DIP CL 50)
STORM SEWERS 10", SPECIAL (DIP CL 50)
STORM SEWERS 6", SPECIAL (DIP CL 50)
WATER MAIN 8" (DIP CL 52), PUSH JOINT, EXTERNAL ZINC-BASED
COATED
WATER MAIN 6" (DIP CL 52), PUSH JOINT, EXTERNAL ZINC-BASED
COATED
WATER MAIN 6" (DIP CL 52), DIRECTIONALLY DRILLED, RESTRAINED
JOINT, EXTERNAL ZINC-BASED COATED
PRESSURE TAP, 6", COMPLETE
10"X6" TAPPING SLEEVE WITH 6" TAPPING VALVE, COMPLETE
8"X6" TAPPING SLEEVE WITH 6" TAPPING VALVE, COMPLETE
WATER VALVES 8"
WATER VALVES 6"
WATER MAIN LINE STOP 8", ALLOWANCE
WATER SERVICE LINE, 2" DIA OR LESS, SHORT, SPECIAL
WATER SERVICE LINE, 2" DIA OR LESS, LONG, SPECIAL
ADJUSTING SANITARY SERVICES, 8-INCH DIA OR LESS
FIRE HYDRANTS TO BE REMOVED

UNIT

FOOT
EACH
FOOT
EACH
CU YD
CU YD
TON
CU YD
EACH
SQ YD
EACH
TON
TON
POUND
TON
TON
SQ YD
SQ YD
TON
TON
TON
TON
SQ YD
SQ FT
SQ FT
SQ YD
FOOT
FOOT
SQ FT
SQ YD
SQ YD
SQ YD
SQ YD
SQ YD
SQ YD
FOOT
FOOT
FOOT
FOOT
FOOT
FOOT
FOOT

TOTAL
QUANTITY

UNIT
PRICE

Bolder Contractors, Inc.
316 Cary Point Drive,
Cary, IL 60013

TOTAL

UNIT
PRICE

TOTAL

AND

ADDRESS

OF

Copenhaver Construction
75 Koppie Drive,
Gilberts, IL 60136

Glenbrook Ex. & Conc., Inc.
1350 N. Old Rand Road,
Wauconda, IL 60084

UNIT
PRICE

UNIT
PRICE

TOTAL

BIDDERS
Berger Excavating Contractors, Inc. Joel Kennedy Construction Corp.

TOTAL

1205 Garland Road,
Wauconda, IL 60084
UNIT
PRICE

40 Noll Street,
Waukegan, IL 60085

TOTAL

UNIT
PRICE

TOTAL

7,600
51
2,620
130
50
2,614
909
238
33
1,643
76
59
430
3,869
8
335
284
284
670
244
150
70
83
5,130
210
136
777
2,100
4,976
5,234
210
1,364
50
497
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6
24
974
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207
59
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110.00
50.00
25.00
30.00
55.00
1,100.00
9.50
130.00
52.00
25.00
0.40
550.00
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15.00
15.00
110.00
250.00
120.00
150.00
65.00
8.00
40.00
15.00
8.00
8.00
2.00
10.00
75.00
75.00
75.00
120.00
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175.00
150.00
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19,000.00
7,905.00
17,030.00
14,300.00
2,500.00
65,350.00
27,270.00
13,090.00
36,300.00
15,608.50
9,880.00
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10,750.00
1,547.60
4,400.00
33,500.00
4,260.00
4,260.00
73,700.00
61,000.00
18,000.00
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5,395.00
41,040.00
8,400.00
2,040.00
6,216.00
16,800.00
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102,300.00
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59,640.00
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FOOT

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195.00

$

5,850.00

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$9,000.00

$140.00

$4,200.00

$250.00

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FOOT

1,529

$

170.00

$

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$105.00

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$135.00

$206,415.00

$110.00

$168,190.00

$196.00

$299,684.00

FOOT

2,694

$

250.00

$

673,500.00

$180.00

$484,920.00

$123.00

$331,362.00

$150.00

$404,100.00

$130.00

$350,220.00

$196.00

$528,024.00

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$70,000.00
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$2,400.00

112 of 684

1 of 2


### Drinking Fountain Removal and Replacement

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<th>Total Quantity</th>
<th>Unit Price</th>
<th>Total</th>
<th>Unit Price</th>
<th>Total</th>
<th>Unit Price</th>
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<th>Total</th>
<th>Unit Price</th>
<th>Total</th>
<th>Unit Price</th>
<th>Total</th>
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<td>$15.00</td>
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<td>$15.00</td>
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<tr>
<td>TOPSOIL, SALT TOLERANT</td>
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<td>$9.00</td>
<td>$32,871</td>
<td>$63,714</td>
<td>$9.00</td>
<td>$32,871</td>
<td>$63,714</td>
<td>$9.00</td>
<td>$32,871</td>
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<td>$1,591,264</td>
<td>$588,288</td>
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<td>WATER SERVICE LINE, 2&quot; DI OR LESS, SHORT, SPECIAL</td>
<td>CU FT</td>
<td>1,324</td>
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<td>46,990</td>
<td>$1,637,650</td>
<td>$18.00</td>
<td>$847,920</td>
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**Total Project Bid (As Corrected):** $2,261,759.00

**Total Project Bid (As Read):** $3,455,574.60

**Total Project Bid:**

- **As Read:** $3,455,574.60
- **As Corrected:** $2,261,759.00
  - Over $1,193,815.60

---

**Fire hydrant with auxiliary valve, 6" DWV pipe, Valve Box and tee, complete**

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<tr>
<th>Item</th>
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<th>Unit Price</th>
<th>Total</th>
<th>Unit Price</th>
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**Total Project Bid:**

- **As Read:** $3,455,574.60
- **As Corrected:** $2,261,759.00
  - Over $1,193,815.60
To: David Stoneback, Public Works Agency Director  
Lara Biggs, P.E. Bureau Chief – Capital Planning / City Engineer  
Chris Venatta, P.E, Senior Project Manager

From: Tammi Nunez, Purchasing Manager

Subject: 2018 Water Main Improvements and Street Resurfacing Project, Bid 18-10

Date: April 23, 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’s goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract. With regard to the 2018 Water Main Improvements and Street Resurfacing Project, Bid 18-10, Bolder Contractor’s total base bid is $2,410,717.00 and they will receive 25% credit for compliance towards the M/W/EBE goal.

<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>WBE</th>
<th>EBE</th>
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<tr>
<td>Total M/W/EBE</td>
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<td>$605,000.00</td>
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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, Public Works Agency Director
       Paul D’Agostino, Environmental Services Coordinator

Subject: Purchase of Trees and Planting Services for Spring Planting

Date: April 4, 2017

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute a contract award for the purchase of 300 trees and planting services for 150 of those trees from Suburban Tree Consortium (STC) in the amount of $85,006.00.

Funding Source:
Funding for this purchase is provided from two sources as outlined in the table below.

<table>
<thead>
<tr>
<th>Funding Source</th>
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<td>Forestry Division General Funds</td>
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<tr>
<td>Replant Express Funds</td>
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</table>

The first is a general fund line item in the Forestry Division budget – 100.40.4320.65005. The total budget within this line item is used for both the spring and fall planting seasons. The second source of funding is deposited into account 100.41335 - the "Replant Express" program. This expense is coming out of the reserve account where this money has been "set aside." This program allows residents to pay $250 (the cost of a 2.0" – 2.5" tree plus delivery) to be added to our planting list immediately, rather than waiting the two years it typically takes for a replacement tree. There are four additional trees being planted through this program which generated $1,000.00 in payments. These two funding sources will be used to purchase all 300 trees for the parkways and the planting of 150 of those trees.

Livability Benefits:
Climate & Energy: Improve energy and water efficiency
Natural Systems: Protect and restore natural ecosystems
Summary:
The STC solicits quotes each spring and fall from participating nurseries on behalf of Evanston. In March, staff sent a listing of the required trees for parkway planting this spring season to the STC. The STC then solicited and received bids from member area nurseries to attempt to procure the needed trees. STC was able to locate all of the 2”/2.5” diameter tree species in the quantity needed.

Once all of the quotes were finalized, the grand total for all 300 STC trees is $58,906, which includes delivery costs for the 150 trees being planted by City crews. The trees are being supplied by two nurseries - Goodmark Nurseries, LLC. (8920 Howe Road, Wonder Lake, IL); and McHenry County Nursery/Glacier Oaks Nursery (8501 White Oaks Rd, Harvard IL).

In addition to the purchase price of the trees, the STC tree planting contractor, Pugsley & Lahaie, Ltd. (PLL) (24414 N. Old McHenry Road, Lake Zurich, IL), has specific costs for planting different size trees and delivery charges from participating nurseries, which are agreed to in writing with the STC and all member municipalities. Staff has set up a preliminary agreement with PLL for them to plant 150 trees on City parkways for a total cost of $26,100.00. Once this agreement is approved, PLL will pick up their 150 trees directly from the nurseries, deliver them to the individual sites, and plant them.

Legislative History:
In June of 2001, the City Council passed Ordinance 65-O-01, which authorized the City of Evanston to join and participate in the Suburban Tree Consortium (STC). The benefit of this membership is that by merging orders with other municipalities, our buying power is increased through economies of scale. In addition, Resolution 60-R-02 was passed in August 2002, which expressed the intent of the City of Evanston to remain a member of the STC as long as sufficient funding is appropriated. Another advantage of membership is our ability to pre-order specific tree species for five years into the future. This allows the nurseries to grow a large percentage of the exact tree species we will need in future years.

Attachments:
Nursery order confirmations
Planting contract cost agreement
### Pugsley & LaHaie, Ltd. Prevailing Wage Prices for the Suburban Tree Consortium
Revised 8/15/2017

<table>
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<th>Ball Size Bid On</th>
<th>5' or 1.5'</th>
<th>6' or 2'</th>
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#### Tree Installation

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**Delivery from Fall 2016 thru Spring 2017 from Wilson, Klehm & Flore Nurseries:**

|          | 16.00      | 20.00      | 23.00      | 27.00      |                |
|          |            |            |            |            | 35.00          |

**Delivery from Fall 2016 thru Spring 2017 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:**

|          | 19.00      | 23.00      | 28.00      | 33.00      | 42.00          |
|          |            |            |            |            |                |

**Delivery from Fall 2016 thru Spring 2017 from Possibility Place Nursery & Spring Grove Nursery:**

|          | 26.00      | 30.00      | 34.00      | 41.00      | 48.00          |
|          |            |            |            |            |                |

**Delivery from Fall 2017 thru Fall 2018 from Wilson, Klehm & Flore Nurseries:**

|          | 17.00      | 21.00      | 24.00      | 28.00      | 37.00          |
|          |            |            |            |            |                |

**Delivery from Fall 2017 thru Fall 2018 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:**

|          | 20.00      | 24.00      | 29.00      | 34.00      | 43.00          |
|          |            |            |            |            |                |

**Delivery from Fall 2017 thru Fall 2018 from Possibility Place Nursery & Spring Grove Nursery:**

|          | 27.00      | 31.00      | 35.00      | 42.00      | 47.00          |
|          |            |            |            |            |                |

**Delivery from Spring 2019 thru Fall 2019 from Wilson, Klehm & Flore Nurseries:**

|          | 21.00      | 25.00      | 29.00      |            |
|          | 21.00      | 25.00      | 29.00      |            |

**Delivery from Spring 2019 thru Fall 2019 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:**

|          | 28.00      | 32.00      | 36.00      | 43.00      | 48.00          |
|          |            |            |            |            |                |

**Delivery from Spring 2019 thru Fall 2019 from Possibility Place Nursery & Spring Grove Nursery:**

|          | 29.00      | 33.00      | 37.00      | 44.00      | 49.00          |
|          |            |            |            |            |                |

**Delivery from Spring 2020 thru Fall 2020 from Wilson, Klehm & Flore Nurseries:**

|          | 19.00      | 23.00      | 26.00      | 30.00      | 39.00          |
|          |            |            |            |            |                |

**Delivery from Spring 2020 thru Fall 2020 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:**

|          | 22.00      | 26.00      | 31.00      | 36.00      | 45.00          |
|          |            |            |            |            |                |

**Delivery from Spring 2020 thru Fall 2020 from Possibility Place Nursery & Spring Grove Nursery:**

|          | 29.00      | 33.00      | 37.00      | 44.00      | 49.00          |
|          |            |            |            |            |                |

**Delivery from Spring 2021 from Wilson, Klehm & Flore Nurseries:**

|          | 20.00      | 24.00      | 27.00      | 31.00      | 40.00          |
|          |            |            |            |            |                |

**Delivery from Spring 2021 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:**

|          | 23.00      | 27.00      | 32.00      | 37.00      | 46.00          |
|          |            |            |            |            |                |

**Delivery from Spring 2021 from Possibility Place Nursery & Spring Grove Nursery:**

|          | 30.00      | 34.00      | 38.00      | 45.00      | 50.00          |
|          |            |            |            |            |                |

**Delivery from Spring 2022 from Wilson, Klehm & Flore Nurseries:**

|          | 22.50      | 26.75      | 30.25      | 34.75      | 44.75          |
|          |            |            |            |            |                |

**Delivery from Spring 2022 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:**

|          | 25.75      | 30.25      | 36.00      | 41.50      | 51.50          |
|          |            |            |            |            |                |

**Delivery from Spring 2022 from Possibility Place Nursery & Spring Grove Nursery:**

|          | 33.50      | 38.00      | 42.50      | 50.50      | 59.00          |
|          |            |            |            |            |                |

#### Mulch

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**Delivery Fuel Surcharge**

- Per Gallon $3.00-$4.00
- Per Gallon $4.01-$5.00
- Per Gallon $5.01-$6.00
- Per Gallon $6.01+

**Note:** Larger size trees will be quoted on a as needed basis.
**ACKNOWLEDGEMENT**

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<th>Order #</th>
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**SHIP TO:**
WEST CENTRAL MUNICIPAL CONFERENCE  
2000 FIFTH AVE. BUILDING N  
RIVER GROVE IL 60171

708-453-9100 EXT246  
Judy (accounting)

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<th>Salesperson</th>
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<td>1,800.00</td>
</tr>
<tr>
<td>CARCAR-020</td>
<td>Hornbeam, American 2</td>
<td>10</td>
<td>184.00</td>
<td>1,840.00</td>
</tr>
<tr>
<td>CARCFI-020</td>
<td>Hornbeam, American Firespire 2</td>
<td>5</td>
<td>170.00</td>
<td>850.00</td>
</tr>
<tr>
<td>CARCNF-020</td>
<td>Hornbeam, American Native Flame 2</td>
<td>5</td>
<td>170.00</td>
<td>850.00</td>
</tr>
<tr>
<td>AESPFM-020</td>
<td>Horsechestnut, Fort McNair Red 2</td>
<td>15</td>
<td>204.00</td>
<td>3,060.00</td>
</tr>
<tr>
<td>CERJAP-020</td>
<td>Katsura Tree 2</td>
<td>5</td>
<td>157.00</td>
<td>785.00</td>
</tr>
<tr>
<td>GYMPT-020</td>
<td>Kentucky Coffee Tree, Prairie Titan 2</td>
<td>10</td>
<td>170.00</td>
<td>1,700.00</td>
</tr>
<tr>
<td>SYRPCS-020</td>
<td>Lilac, China Snow 2</td>
<td>18</td>
<td>173.00</td>
<td>3,114.00</td>
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<tr>
<td>QUEIMB-020</td>
<td>Oak, Shingle 2</td>
<td>20</td>
<td>180.00</td>
<td>3,600.00</td>
</tr>
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<td>QUESHU-020</td>
<td>Oak, Shumard 2</td>
<td>9</td>
<td>173.00</td>
<td>1,557.00</td>
</tr>
<tr>
<td>PLAAMC-025</td>
<td>Planetree, Exclamation London 2.5</td>
<td>20</td>
<td>215.00</td>
<td>4,300.00</td>
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<tr>
<td>LIQSWO-020</td>
<td>Sweetgum, Worplesdon American 2</td>
<td>10</td>
<td>170.00</td>
<td>1,700.00</td>
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<tr>
<td>LIRTU-0225</td>
<td>Tuliptree 2.25</td>
<td>10</td>
<td>170.00</td>
<td>1,700.00</td>
</tr>
<tr>
<td>LIREMC-025</td>
<td>Tuliptree, Emerald City 2.5</td>
<td>8</td>
<td>225.00</td>
<td>1,800.00</td>
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<tr>
<td>2-DELIVERY</td>
<td>ZDelivery Charges</td>
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<td>400.00</td>
<td>400.00</td>
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</table>

**AMOUNT $50,156.00**

DRIVER'S PLEASE VERIFY ALL QUANTITIES!
<table>
<thead>
<tr>
<th>Product Code</th>
<th>Latin Name</th>
<th>Common Name</th>
<th>Item Notes</th>
<th>Unit of Measure</th>
<th>Size</th>
<th>Category</th>
<th>Qty</th>
<th>Price</th>
<th>ExtPrice</th>
</tr>
</thead>
<tbody>
<tr>
<td>QRCBC1C200-RC2</td>
<td>Quercus bicolor</td>
<td>Oak Swamp White</td>
<td></td>
<td>C200</td>
<td></td>
<td>B&amp;B</td>
<td>20</td>
<td>$198.00</td>
<td>$3,960.00</td>
</tr>
<tr>
<td>QRCMC1C250-RD1</td>
<td>Quercus macrocarpa</td>
<td>Oak Bar</td>
<td></td>
<td>C250</td>
<td></td>
<td>B&amp;B</td>
<td>20</td>
<td>$217.00</td>
<td>$4,340.00</td>
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</tbody>
</table>

Notes: Delivery billed separately - ESTIMATED $450 AT $100/HR START TO SHUT DOWN

Total Plant Qty: 40
Shipping: $450.00
Subtotal: $8,300.00
Tax: $0.00
Total: $8,750.00

Created: 4/3/2018 at 10:10 AM by Joe Beeson's iPad
Modified: 4/3/2018 at 1:20 PM by Joe Beeson
Record 6 of 31 (3568 total)
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
      Chris Venatta, P.E., Senior Project Manager

Subject: Contract Extension for Material Testing Services (RFP 17-02)

Date: April 23, 2018

Action:
Staff recommends City Council authorize the City Manager to execute an agreement for a 1-year contract extension with Interra, Inc. (600 Territorial Drive, Suite G, Bolingbrook, IL 60440) to the agreement for Material Testing Services (RFP 17-02) for various capital infrastructure improvement projects in the amount not-to-exceed $150,000.

Funding Source:
Funding will be provided from the 2018 General Obligation Bonds, Water Fund, MFT Fund and Sewer Fund, depending on the project. Projects utilizing material testing services include street resurfacing, alley paving, sidewalk replacement, sewer and water main improvements, and other infrastructure improvements as needed. The table below includes the total anticipated 2018 funding breakdown with account numbers for the not-to-exceed contract amount of $150,000.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Account</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018 General Obligation Bonds</td>
<td>415.40.4118.62145</td>
<td>$60,000</td>
</tr>
<tr>
<td>Water Fund</td>
<td>513.71.7330.62145</td>
<td>$50,000</td>
</tr>
<tr>
<td>MFT Fund</td>
<td>415.40.4218.62145</td>
<td>$25,000</td>
</tr>
<tr>
<td>Sewer Fund</td>
<td>515.40.4535.62461</td>
<td>$15,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$150,000</td>
</tr>
</tbody>
</table>

This agreement is a multiple task order agreement. Cost proposals for Task Orders 2 and 3 have been received, which are the first of a series of task orders for 2018 as
various capital projects demand material testing services during the planning, design, and construction phases. Task Order 2 and 3 pricing will be paid for as displayed in the following table:

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Budget Description</th>
<th>Account No.</th>
<th>Project No.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>MFT Street Resurfacing</td>
<td>415.40.4218.62145</td>
<td>418002</td>
<td>$9,269.00</td>
</tr>
<tr>
<td>3</td>
<td>Water Main Improvements</td>
<td>513.71.7330.62145</td>
<td>418001</td>
<td>$25,685.00</td>
</tr>
</tbody>
</table>

**Total Amount:** $34,954.00

**Livability Benefits:**
Built Environment: Enhance Public Spaces

**Background Information:**
Material testing services include construction material testing and geotechnical and environmental engineering services. These services are necessary to support capital infrastructure improvement projects. The results of construction material testing, subsurface geotechnical investigations, and environmental analysis will aid staff to ensure quality construction, proper design, and environmental compliance on City projects.

On February 27, 2017, the City Council awarded a contract for material testing services to Interra, Inc. This agreement is for a term of one year with two additional one year options to renew. The initial 1-year contract period ended in March 2018. This first contract extension will be for 4/1/18 – 3/31/19.

**Analysis:**
Interra has agreed to renew the contract for a 1-year extension. Interra did a good job last year completing material testing for several different projects, and staff is recommending the contract be extended by one year. The proposal included in this memo is for material testing needed during the construction of the 2018 Water Main and Street Resurfacing project (Task 2) and for the 2018 MFT Street Resurfacing project (Task 3). Staff will solicit additional proposals for other projects this year as needed. The total not-to-exceed amount is $150,000 for all proposals that are part of this contract extension.

**Legislative History:**
On 2/27/17, City Council awarded the initial Material Testing Services Agreement (RFP 17-02) to Interra, Inc.

**Attachments:**
Task Order 2 and 3 Cost Proposals
**Task Order #2, Construction Materials Testing**

**Project:** MFT Street Resurfacing (QC/QA)  
**City:** Evanston, IL

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Trips</th>
<th>Hours</th>
<th>Scope of Work</th>
<th>No.</th>
<th>Rate</th>
<th>Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PCC QA Field Sampling (Full-Day), Lvl I</td>
<td>4</td>
<td>8.0</td>
<td>Field Testing</td>
<td>1</td>
<td>90.0</td>
<td>2880.00</td>
</tr>
<tr>
<td>HMA QA Field Sampling (Full-Day), Lvl I</td>
<td>4</td>
<td>8.0</td>
<td>Field Density Testing</td>
<td>1</td>
<td>90.0</td>
<td>2880.00</td>
</tr>
<tr>
<td>Aggregate Proofroll</td>
<td>2</td>
<td>8.0</td>
<td>Soils Field Testing</td>
<td>1</td>
<td>90.0</td>
<td>1440.00</td>
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<tr>
<td>Cylinder Breaks (6&quot; x 12&quot;)</td>
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<td></td>
<td></td>
<td>32</td>
<td>22.0</td>
<td>704.00</td>
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<tr>
<td>Cylinder Breaks (4&quot; x 8&quot;) (Alternate)</td>
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<td></td>
<td></td>
<td>60</td>
<td>15.0</td>
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</tr>
<tr>
<td>Cylinder Pick-Up</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td>75.0</td>
<td>300.00</td>
</tr>
<tr>
<td>Nuclear Gauge Rental</td>
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<td></td>
<td></td>
<td></td>
<td>25.0</td>
<td>100.00</td>
</tr>
<tr>
<td>Project Management Reports</td>
<td>4.0</td>
<td></td>
<td>Field Issues &amp; Review Reports</td>
<td>1</td>
<td>135.0</td>
<td>540.00</td>
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<td></td>
<td>5.0</td>
<td></td>
<td></td>
<td>1</td>
<td>85.0</td>
<td>425.00</td>
</tr>
</tbody>
</table>

**Total Cost Estimate for Field Testing**  $9,269.00
## Task Order #3, Construction Materials Testing

**Project:** Water Main Improvement (Non QC/QA)  
**City:** Evanston, IL

### Total Cost Estimate for Field Testing: $25,685.00

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Trips</th>
<th>Hours</th>
<th>Scope of Work</th>
<th>No.</th>
<th>Rate</th>
<th>Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PCC QA Sampling (Full-Day), Lvl II</td>
<td>15</td>
<td>8.0</td>
<td>Plant &amp; Field Testing</td>
<td>1</td>
<td>90.00</td>
<td>10800.00</td>
</tr>
<tr>
<td>HMA QA Sampling (Full-Day), Lvl II</td>
<td>10</td>
<td>8.0</td>
<td>Plant &amp; Field Density Testing</td>
<td>1</td>
<td>90.00</td>
<td>7200.00</td>
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<tr>
<td>HMA Test (Gmm, Gmb, Extraction / Wash Grad.)</td>
<td>4</td>
<td>600.00</td>
<td>2400.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cylinder Breaks (6&quot; x 12&quot;)</td>
<td>90</td>
<td>22.00</td>
<td>1980.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cylinder Breaks (4&quot; x 8&quot;) (Alternate)</td>
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<td>15.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cylinder Pick-Up</td>
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<td>75.00</td>
<td>1125.00</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Nuclear Gauge Rental</td>
<td>10</td>
<td>25.00</td>
<td>250.00</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Project Management Reports</td>
<td>8.0</td>
<td></td>
<td>Field Issues &amp; Review Reports</td>
<td>1</td>
<td>135.00</td>
<td>1080.00</td>
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<tr>
<td>Reports</td>
<td>10.0</td>
<td></td>
<td></td>
<td>1</td>
<td>85.00</td>
<td>850.00</td>
</tr>
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<td></td>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$25,685.00</td>
</tr>
</tbody>
</table>
Memorandum

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

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

Subject: 2018 CIPP Sewer Rehabilitation Contract A (Bid No. 18-16)
          Award of Contract

Date: April 12, 2018

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute a contract for the 2018 CIPP Sewer Rehabilitation Contract A (Bid No. 18-16) with Insituform Technologies USA, LLC (17988 Edison Avenue, Chesterfield, MO 63005) in the amount of $249,439.00.

Funding Source:
Funding for this project is from the Sewer Fund (Account 515.40.4535.62461 – 418009), which has an FY 2018 budget allocation of $675,000 for CIPP Sewer Rehabilitation projects, with $675,000 remaining.

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

Background:
This contract includes rehabilitation of 4,121 feet of combined sewer main ranging in size from 9-inch diameter to 30-inch diameter at 22 different sites. A location map indicating where the work will take place is attached. The sewer mains were identified as needing rehabilitation during the Sewer Division’s regular closed circuit TV inspection of sewer mains. The work is to be completed by July 9, 2018.

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

Discussion:
Bids for the subject project were opened and publicly read on Tuesday, April 3, 2018. Three of the pre-qualified contractors submitted bids for this project as summarized in the table below.

Contractor Information:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hoerr Construction, Inc.</td>
<td>1416 County Road 200 North, Goodfield, IL</td>
<td>$287,013.60</td>
</tr>
<tr>
<td>Insituform Technologies USA, LLC</td>
<td>17988 Edison Avenue, Chesterfield, MO</td>
<td>$249,439.00</td>
</tr>
<tr>
<td>Kenny Construction Company</td>
<td>2215 Sanders Road, Suite 400, Northbrook, IL</td>
<td>$249,763.00</td>
</tr>
</tbody>
</table>

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

The submitted bids cannot be withdrawn or canceled for a period of sixty (60) calendar days following the bid opening, or until June 2, 2018. The bids were reviewed by Deborah Cueva, Engineer, and Paul Moyano, Senior Project Manager.

Insituform Technologies USA, LLC is the lowest responsible bidder meeting the project specifications. Insituform Technologies USA, LLC is requesting a full waiver of the City’s M/W/EBE program goal because participation is impracticable. A memo reviewing their compliance is attached. The Local Employment Program does not apply, as the total bid is under $250,000.

Staff recommends award to Insituform Technologies USA, LLC, including base and alternate bid items. Insituform Technologies USA, LLC was prequalified in 2017, and they completed sewer rehabilitation projects for the City over the past several years, the most recent in 2016. The quality of their work has been satisfactory.

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

Attachments:
2018 CIPP Sewer Rehabilitation Contract A Location Map
Bid Tabulation for Bid 18-16 2018 CIPP Sewer Rehabilitation Contract A
M/W/EBE Compliance Review Memo
<table>
<thead>
<tr>
<th>Item</th>
<th>Pipe Dia (in.)</th>
<th>Street</th>
<th>Quantity</th>
<th>Unit</th>
<th>Insituform</th>
<th>Kenny</th>
<th>Hoerr</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Unit Price</td>
<td>Extended Price</td>
<td>Unit Price</td>
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<td>1</td>
<td>9</td>
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<td>LF</td>
<td>$27.00</td>
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<td>2</td>
<td>15</td>
<td>LINCOLNWOOD DR</td>
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<td>$52.00</td>
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<td>9</td>
<td>ASBURY AVE</td>
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<td>$38.00</td>
<td>$5,966.00</td>
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<tr>
<td>4</td>
<td>12</td>
<td>RIDGE AVE</td>
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<td>LF</td>
<td>$47.00</td>
<td>$12,032.00</td>
<td>$53.00</td>
</tr>
<tr>
<td>5</td>
<td>9</td>
<td>EMERSON ALLEY</td>
<td>264</td>
<td>LF</td>
<td>$25.00</td>
<td>$6,600.00</td>
<td>$31.00</td>
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<tr>
<td>6</td>
<td>9</td>
<td>EMERSON ALLEY</td>
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<td>LF</td>
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<td>$1,775.00</td>
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<td>7</td>
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<td>EMERSON ALLEY</td>
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<td>LF</td>
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<td>$4,050.00</td>
<td>$31.00</td>
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<tr>
<td>8</td>
<td>15</td>
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<tr>
<td>9</td>
<td>12</td>
<td>ASHLAND ALLEY</td>
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<td>10</td>
<td>10</td>
<td>LAKE ST</td>
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<td>11</td>
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<td>GROVE ST</td>
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<td>LF</td>
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<tr>
<td>13</td>
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<tr>
<td>14</td>
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<td>KIRK ST</td>
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<td>LF</td>
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<tr>
<td>15</td>
<td>15</td>
<td>RIDGE AVE</td>
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<td>LF</td>
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<tr>
<td>16</td>
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<td>LF</td>
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<td>$9,741.00</td>
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</tr>
<tr>
<td>17</td>
<td>15</td>
<td>HOWARD ST</td>
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<td>LF</td>
<td>$51.00</td>
<td>$8,262.00</td>
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<tr>
<td>18</td>
<td>12</td>
<td>HOWARD ST</td>
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<td>$11,000.00</td>
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<td>19</td>
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<td>22A</td>
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</tr>
</tbody>
</table>

**BASE BID:** $202,310.00
**ALTERNATE BID:** $47,129.00
**TOTAL BASE BID:** $249,439.00

**BASE BID:** $206,683.00
**ALTERNATE BID:** $43,080.00
**TOTAL BASE BID:** $249,763.00

**BASE BID:** $242,083.60
**ALTERNATE BID:** $44,930.00
**TOTAL BASE BID:** $287,013.60
To: David Stoneback, Public Works Agency Director  
   Lara Biggs, Bureau Chief – Capital Planning / City Engineer  
   Paul Moyano, Senior Project Manager  

From: Tammi Nunez, Purchasing Manager  

Subject: 2018 CIPP Sewer Rehabilitation Contract A, Bid 18-16  

Date: April 23, 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. However, the 2018 CIPP Sewer Rehabilitation Contract A, Bid 18-16 precludes subcontracting opportunities. Therefore, a waiver is granted.

Insituform Technologies is requesting a full waiver of the City’s MWEBE Program goal because participation is impracticable and the majority of the work will be self-performed. Please see attached a detailed explanation of the MWEBE Waiver Request written by the Contractor.

CC: Ashley King, Interim Chief Financial Officer / City Treasurer
Exhibit D

M/W/EBE PARTICIPATION WAIVER REQUEST

I am [Title] of [Name of Firm], and I have authority to execute this certification on behalf of the firm. I [Name] do hereby certify that this firm seeks to waive all or part of this M/W/EBE participation goal for the following reason(s):

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

1. No M/W/EBEs responded to our invitation to bid.
2. An insufficient number of firms responded to our invitation to bid.
   For #1 & 2, please provide a narrative describing the outreach efforts from your firm and proof of contacting at least 15 qualified M/W/EBEs prior to the bid opening. Also, please attach the accompanying form with notes regarding contacting the Assist Agencies.
3. No subcontracting opportunities exist.
   Please provide a written explanation of why subcontracting is not feasible.
4. M/W/EBE participation is impracticable.
   Please provide a written explanation of why M/W/EBE participation is impracticable. See attached.

Therefore, we request to waive [All] of the 25% utilization goal for a revised goal of [0]%

Signature: [Signature]
Jana Lause, Contracting & Attesting Officer

Date: April 3, 2018
Evanston 2018 CIPP Sewer Rehabilitation Contract A (BID #18-16) April 3, 2018

Re: M/W/EBE Waiver Request

We only have one subcontractor on this project to perform the TV/Clean work prior to our CIPP installations. We will self-perform all other work. Here are our good faith efforts.

1. Bidder’s efforts to secure M/W/EBE participation
   a. We placed a legal ad in the Chicago Tribune for $748.00 in March seeking M/W/EBEs for this project. See attached.
   b. We have relationships with all the qualified TV/Clean contractors in the state of Illinois (and country). We sent RFQ’s to three TV/Clean contractors qualified to do this work of which two are M/W/EBEs. There are no other M/W/EBE TV/Clean contractors qualified to perform this work in the Chicago area.

2. Documentation of each assist agencies that were contacted.
   a. I have contacted these agencies in the past and they don’t have any idea why I’m calling to tell them we’re bidding on a project and looking for sub-contractors. They think I’m trying to sell them something. I end up sending an email, but I have never received so much as a return email, much less a proposal from a M/W/EBE. I think a better PR campaign needs to be done to train these agencies why contractors might be calling them if this is to be a viable route to participation.

3. A letter attesting to instances where bidder has not received proposals from qualified M/W/EBEs.
   a. We sent an RFQ to two M/W/EBEs. We received proposals from both. Toppert out of East Moline is a third M/WBE TV/Clean contractor who we’ve used in the past, but doesn’t perform work in the Chicago area.

4. Names of qualified M/W/EBEs that submitted proposals, but were not found acceptable.
   a. Sheridan Plumbing and Sewer
      Mr. Art Aimaro
      6754 W 74th St.
      Bedford Park, IL 60638
      (708) 475-7100
      Email: aaimaro@spands.com
      Type of DBE: WBE
      Reason for not using: Not economically feasible
b. David Mason & Associates
   Mr. Spencer Mason
   800 South Vanderventer Ave
   St. Louis, MO 63110
   314-534-1030
   Type of DBE: MBE
   Reason for not using: Not economically feasible

5. Names of 15 qualified M/W/EBEs the bidder solicited.
   a. We have relationships with all the qualified TV/Clean contractors in the state of Illinois (and country). We sent RFQ’s to the only 2 M/W/EBEs TV/Clean contractors qualified to do this work in the Chicago area.

b. Sheridan Plumbing and Sewer
   Mr. Art Aimaro
   6754 W 74th St.
   Bedford Park, IL 60638
   (708) 475-7100
   Email: aaimaro@spands.com
   Type of DBE: WBE
   Reason for not using: Not economically feasible

c. David Mason & Associates
   Mr. Spencer Mason
   800 South Vanderventer Ave
   St. Louis, MO 63110
   314-534-1030
   Type of DBE: MBE
   Reason for not using: Not economically feasible

Very Truly Yours,
INSITUFORM TECHNOLOGIES USA, LLC.

Kevin Coburn
Business Development Manager
Cell – 630-842-8539
Memorandum

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

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

Subject: Emerson Street Wholesale Water Meter Vault Construction (Bid 18-15)

Date: April 12, 2018

Recommended Action:
Staff recommends the City Council authorize the City Manager to execute a contract for the Emerson Street Wholesale Water Meter Construction (Bid 18-15) with Bolder Contractors (316 Cary Point Drive, Cary, IL 60013) in the amount of $1,162,000.00.

Funding Source:
Funding will be provided from the Water Fund (Account 513.71.7330.65515 – 717017), which has an FY2018 budget of $1,250,000. The remaining budget is $1,250,000. Evanston will recover the cost of all engineering and construction of the meter vault as 100% of the cost to construct the vault is included in the Morton Grove Niles Water Commission (MGNWC) water rate calculation.

Livability Benefits:
Built Environment: Manage water resources responsibly

Background:
On February 13, 2018, the City Council authorized a water supply contract with the MGNWC. As part of the agreement, the City of Evanston is required to build and operate a new water meter and vault at the intersection of McCormick Boulevard and Emerson Street where the MGNWC pipeline will tie into the City’s system. The substantial completion date for this project is November 1, 2018, so the City is prepared to deliver water by the end of the year.

Summary:
The contract was advertised on Demandstar and the Pioneer Press on March 23, 2018. Bids were opened and publicly read on Tuesday, April 10, 2018. A total of three bids were received as summarized below. A detailed bid tabulation is attached as part of the
Bid Review for reference. The submitted bids cannot be withdrawn or canceled for a period of 60 calendar days following the bid opening, or until June 6, 2018.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joel Kennedy Construction Corp.</td>
<td>2830 N. Lincoln Ave, Chicago, IL</td>
<td>$1,265,000.00</td>
</tr>
<tr>
<td>Berger Excavating Contractors, Inc.</td>
<td>1205 Garland Rd. Wauconda, IL</td>
<td>$1,189,200.00</td>
</tr>
<tr>
<td>Bolder Contractors</td>
<td>316 Cary Point Drive, Cary, IL</td>
<td>$1,162,000.00</td>
</tr>
</tbody>
</table>

Bids were reviewed by Paul Moyano, Senior Project Manager, and Crawford, Murphy, Tilly (CMT), the consulting engineer for this project. CMT’s bid review memo is attached. Bolder Contractors submitted the lowest responsible bid, along with satisfactory references for similar work. Additionally, they have satisfactorily completed work in the City of Evanston in the past. Bolder Contractors intends to comply with the City’s M/W/EBE goals and Local Employment Program as summarized in the attached M/W/EBE Compliance memo.

**Attachments:**
- MGNWC Water Meter Vault Bid Recommendation, CMT, April 12, 2018
- M/W/EBE Compliance Memo
April 12, 2018

Paul Moyano, P.E.
Senior Project Manager – Water and Sewer
City of Evanston
Water Plant
555 Lincoln St.
Evanston, IL 60201

Dear Mr. Moyano:

Re: 12207-01 City of Evanston, MGNWC Water Meter Vault, Bid Recommendation

This letter presents an evaluation of the bids received for the MGNWC Water Meter Vault project.

The MGNWC Water Meter Vault project work includes, but is not limited to, earth excavation, construction of a cast-in-place concrete vault, removal of 36" precast concrete cylinder pipe (PCCP) water main, installation of PCCP to ductile iron pipe (DIP) adapters, installation of 36", 24", and 8" DIP water main with fittings and appurtenances, installation of a 24" magnetic water meter, installation of fiber optic cable in conduit, installation of 4" PVC sump discharge piping, construction of a temporary asphalt multi-use path, removal and replacement of existing asphalt multi-use pavement, tree protection, tree removal and fee in lieu of replacement, restoration with sod, and all other appurtenant and collateral work necessary to complete the project.

The MGNWC Water Meter Vault project was advertised on March 23, 2018. The Bid Opening was held on April 10, 2018 at 2:00 p.m. at which time three (3) bids were received, opened, and read aloud. The following bids were received:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joel Kennedy Construction Corp.</td>
<td>2830 N. Lincoln Ave,</td>
<td>$1,265,000.00</td>
</tr>
<tr>
<td></td>
<td>Chicago, IL 60657</td>
<td></td>
</tr>
<tr>
<td>Berger Excavating Contractors, Inc.</td>
<td>1205 Garland Rd.</td>
<td>$1,189,200.00</td>
</tr>
<tr>
<td></td>
<td>Wauconda, IL 60084</td>
<td></td>
</tr>
<tr>
<td>Bolder Contractors, Inc.</td>
<td>316 Cary Point Drive,</td>
<td>$1,162,000.00</td>
</tr>
<tr>
<td></td>
<td>Cary, IL 60013</td>
<td></td>
</tr>
</tbody>
</table>

Bolder Contractors, Inc. from Cary, Illinois was the apparent low bidder in the amount of $1,162,000.00. A tabulation of the bids is attached.
Bolder Contractors, Inc.’s bid for the project is less than the budget amount of $1,250,000. A review of the bids for the project indicates a 2.3% difference between the two low bidders and an 8.1% difference between all three bidders. Given the number of qualified bidders and the reasonable spread of bids received, we believe the bids accurately reflect a fair cost for the work.

Given the specialized work required for this project, the Contractor was required to provide references for similar projects as well as at least 3 references for 30” or greater diameter prestressed concrete cylinder pipe (PCCP) constructed in the past five years. Bolder Contractors listed more than 3 references for the similar projects and more than 3 references for projects which had 30” or greater diameter PCCP. Crawford, Murphy & Tilly (CMT) contacted the references listed by Bolder Contractors, Inc. All of the references that we contacted had positive feedback about Bolder Contractors, Inc.’s work ability, quality, responsiveness, and adherence to schedule and all indicated that they would recommend Bolder Contractors, Inc. for future projects if Bolder Contractors, Inc. was the low bidder. Through this, it was confirmed that Bolder Contractors, Inc. has successfully completed at least 3 projects in the past 5 years with 30” or greater diameter PCCP.

Based on the above information, CMT recommends that the City award the construction of the MGNWC Water Meter Vault to the lowest, responsive bidder, Bolder Contractors, Inc. of Cary, Illinois, in the amount of $1,162,000.00.

We are available at your convenience to discuss any of the information presented herein. Please contact me if you have any questions regarding any of the above information.

Sincerely,

CRAWFORD, MURPHY & TILLY, INC.

Theresa L. O’Grady, P.E.
## MGNWC Water Meter Vault

### Bid Results - April 10, 2018

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Base Bid Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Installation of Fiber Optic Line</td>
<td>Linear Foot</td>
<td>2,700</td>
<td>$20</td>
<td>$54,000</td>
<td>$14</td>
<td>$37,800</td>
<td>$20</td>
<td>$54,000</td>
</tr>
<tr>
<td>2</td>
<td>All Fiber Optic Connections</td>
<td>Each</td>
<td>1</td>
<td>$3,000</td>
<td>$3,000</td>
<td>$3,200</td>
<td>$3,200</td>
<td>$6,000</td>
<td>$6,000</td>
</tr>
<tr>
<td>3</td>
<td>Lump Sum Price for All Project Work Not Included in Unit Price Items 1 and 2</td>
<td>Lump Sum</td>
<td>1</td>
<td>$1,015,000</td>
<td>$1,015,000</td>
<td>$1,058,200</td>
<td>$1,058,200</td>
<td>$1,115,000</td>
<td>$1,115,000</td>
</tr>
<tr>
<td>4</td>
<td>Allowance for SCADA Integration</td>
<td>Each</td>
<td>1</td>
<td>$40,000</td>
<td>$40,000</td>
<td>$40,000</td>
<td>$40,000</td>
<td>$40,000</td>
<td>$40,000</td>
</tr>
<tr>
<td>5</td>
<td>General Allowance</td>
<td>Each</td>
<td>1</td>
<td>$50,000</td>
<td>$50,000</td>
<td>$50,000</td>
<td>$50,000</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

**Total Bid Amount**

- **Bolder Contractors, Inc.**: $1,162,000
- **Berger Excavating Contractors, Inc.**: $1,189,200
- **Joel Kennedy Constructing Corp**: $1,265,000
To: David Stoneback, Public Works Agency Director  
Lara Biggs, P.E. Bureau Chief – Capital Planning / City Engineer  
Paul Moyano, Senior Project Manager  

From: Tammi Nunez, Purchasing Manager  

Subject: Emerson Street Wholesale Water Meter Construction, Bid 18-15  

Date: April 23, 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’s goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract. With regard to the Emerson Street Wholesale Water Meter Construction, Bid 18-15, Bolder Contractor’s total base bid is $1,162,000.00 and they will receive 25% credit for compliance towards the M/W/EBE goal.

<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>WBE</th>
<th>EBE</th>
</tr>
</thead>
</table>
| Ozinga Ready Mix Concrete  
2525 W. Oakton  
Evanston, IL 60201 | Concrete | $15,000.00 | 1.6% | X  
| Chicagoland Truckin’ Inc.  
5494 W. Roosevelt Rd  
Chicago, IL 60644 | Gravel Hauling | $40,000.00 | 3.4% | X  
| R. A. Seaton Contractor Service  
5100 Linden Road  
Rockford, IL 61109 | Concrete Mixing | $238,000.00 | 20% | X  
| **Total M/W/EBE** | | **$293,000.00** | **25%** |  

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

Subject: Emerson Street Wholesale Water Meter
          Engineering Services (RFP 17-36)
          Amendment 1

Date: April 12, 2018

Recommended Action:
Staff recommends that the City Council authorize the City Manager to execute an
Amendment to the contract for the Emerson Street Wholesale Water Meter Engineering
Services (RFP 17-36) with Crawford, Murphy & Tilly, Inc. (550 N. Commons Dr., Suite
116, Aurora, IL 60504) to include Engineering Services During Construction in the
amount of $149,353.00.

Funding Source:
Funding for Engineering Services during construction will be provided from the Water
Fund (Account 513.71.7330.62145 – 717017) which has a FY2018 budget balance of
$131,000. The remaining of the cost for this addendum is available from savings in the
Water Fund Account 513.71.7330.62145 due to projects that were scheduled for 2018
and are delayed, specifically the 36/42 Water Intake Replacement. Evanston will
recover the cost of all engineering and construction of the meter vault as 100% of the
cost to construct the vault is included in the Morton Grove Niles Water Commission
(MGNWC) water rate calculation.

Livability Benefits:
Built Environment: Manage water resources responsibly

Summary:
New infrastructure is needed to support the wholesale water supply to the MGNWC.
Per the water supply contract, the City of Evanston will build and operate a new water
meter at the intersection of McCormick Boulevard and Emerson Street. The MGNWC
pipeline will tie into the City's system at this point. The substantial completion date for
this project is November 1, 2018, so the City is prepared to deliver water by the end of the year.

On June 26, 2017, City Council approved the award of the Engineering Services contract to Crawford, Murphy, and Tilly, Inc. for Phase I Planning and Phase II Design. At that time, Council was informed that an Amendment to add Phase III Engineering Construction Services would be presented once the City had received Notice to Proceed from Morton Grove and Niles. Phase III includes costs associated with Construction Administration and Construction Inspection as defined in the original RFP 17-36. The scope and cost of Phase III was originally proposed based on the duration of construction assumed prior to design. Based on the final design, the construction period is anticipated to increase and require additional on-site supervision from the Engineer. The current cost of this Addendum for Services During Construction is $149,353.00. The total cost of the agreement will be increased from $124,487.00 to $273,840.00.

The City has received the Notice to Proceed from Morton Grove and Niles, and is also prepared to award the construction contract. Therefore, staff recommends that the City Council authorize the City Manager to execute an Amendment to the contract for the Emerson Street Wholesale Water Meter Engineering Services (RFP 17-36) with Crawford, Murphy & Tilly, Inc. to include Engineering Services During Construction in the amount of $149,353.00, bringing the revised total Contract Price to $273,840.00. The schedule will also be adjusted as part of this Amendment to account for the construction schedule and close-out activities, revising the Completion Date to March 1, 2019.

**Legislative History:**
On June 26, 2017, City Council authorized the City Manager to execute a contract for the Emerson Street Wholesale Water Meter Engineering Services (RFP 17-36) with Crawford, Murphy & Tilly, Inc. in the amount of $124,487.00.

**Attachment:**
Amendment 1
CITY OF EVANSTON
AMENDMENT

Amendment No. 001
Date: April 12, 2018
Agreement Date: July 31, 2017

PROJECT: Emerson Street Wholesale Water Meter (RFP 17-36)
OWNER: City of Evanston
ENGINEER: Crawford, Murphy & Tilly, Inc.

The following changes are hereby made to the AGREEMENT:

The addition of Engineering Services During Construction as described in RFP 17-36 and summarized in the attached revised Exhibit A to the Engineering Services Agreement.

Change to CONTRACT PRICE: $149,353.00

Original CONTRACT PRICE: $124,487.00
Current CONTRACT PRICE adjusted by previous AMENDMENTS $124,487.00
Total change in CONTRACT PRICE for this AMENDMENT 001 $149,353.00
The CONTRACT PRICE including this AMENDMENT will be $273,840.00

Original COMPLETION DATE
Current COMPLETION DATE adjusted by previous AMENDMENTS July 1, 2018
Total Change in CONTRACT TIME for this AMENDMENT 243 days
The COMPLETION DATE including this AMENDMENT will be March 1, 2019

Accepted by (Engineer): Crawford, Murphy & Tilly, Inc.

Approved by (Owner): City of Evanston
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: Central Street Bridge Phase I Engineering – Change Order No. 1

Date: April 12, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute Change Order No. 1 to the Central Street Bridge Phase I Engineering Contract (Bid No. 16-08) with Stanley Consultants, Inc. (850 West Higgins Road, Suite 730, Chicago, IL 60631) in the amount $27,328.59. This will increase the overall contract amount from $438,100 to $465,428.59.

Funding Source:
Funding will be provided from the 2018 General Obligation Bonds for the Central Street Bridge Engineering Services, which has a budget of $100,000 for this project (Account No. 415.40.4118.62415 – 418012), of which $100,000 is remaining.

Livability Benefits:
Built Environment: Enhance public spaces; Provide compact and complete streets and neighborhoods
Climate & Energy: Reduce greenhouse gas emissions
Equity & Empowerment: Ensure equitable access to community assets
Health & Safety: Promote healthy, active lifestyles

Background:
City Council awarded the Phase I Engineering Study for the reconstruction of the Central Street Bridge replacement to Stanley Consultants on April 25, 2016. The Phase I Study involving reconstruction of the Central Street Bridge over the North Shore Channel was completed in November 2017 and the report was submitted to IDOT. The Phase I Design Approval was received from IDOT Bureau of Local Roads & Streets (BLR&S) in February 2018.
The City has submitted the Phase II Engineering agreement to IDOT in February for review and approval and Stanley will not be able to start the construction plans until after the agreement approval, which is anticipated in early summer.

**Analysis:**
After the public involvement process for the Phase I study was completed, the Evanston Design Group approached the City, asking for modifications to the approved bridge design plan, incorporating aesthetic changes. City staff and the alderman had several meetings with the group and narrowed the scope of requested modifications to three items as follows:

- Removing parking on the bridge.
- Changing the railings for aesthetic reasons.
- Aesthetic changes to the outermost beams located under the bridge.

City staff and a Stanley Consultants representative met with IDOT staff on April 3, 2018 to discuss changes to the approved Phase I Design Report. IDOT outlined a list of the following that would be needed to modify the approved report:

- Environmental Survey Request Addendum
- Documentation and further coordination with Evanston Design Group
- Modified Type, Size and Location Plans
- Modified Preliminary Bridge Design and Hydraulic Report
- Technical Memorandum detailing the need for the changes

Staff requested Stanley Consultants to submit a cost proposal to perform the additional work including the cost breakdown for the various tasks (see attached proposal). If the City Council approves the change order, the Phase I Report will be revised and the changes will be included in the construction documents prepared during the Phase II Engineering.

**Attachments:**
Scope of Services
Cost Proposal including break down of hours by task
Introduction

The Phase I Study involving the improvement of the Central Street Bridge over the North Shore Channel is complete. Design Approval was received on 02/27/2018. The study is located in the City of Evanston in Cook County and is led by the City of Evanston (City). The purpose of the study is to identify improvements to the Central Street Bridge to enhance safety for the travelling public. The project is anticipated to use federal funds (STP-Bridge Program) for Phase II design engineering and construction. The project will be processed through IDOT Bureau of Local Roads & Streets (BLR&S). After meeting with the Evanston Design Group, the City of Evanston is now considering revisions to the approved design, which will requiring processing through the Illinois Department of Transportation (IDOT). The Supplement (01) scope of work includes the following:

- Environmental Survey Request Addendum
- Evanston Design Group Meetings
- Type Size and Location Plans
- Preliminary Bridge Design and Hydraulic Report
- Technical Memorandum and Administration

The approximate project study limits are as follows:

- Central Street: Bryant Avenue to west of the CTA Purple Line

Environmental Studies

Due to the proximity of potentially historic structures the City will be required to submit an Environmental Survey Request Addendum (ESRA) to the IDOT-BDE Cultural Unit. The ESRA shall be submitted for “Cultural Review Only” to validate the original finding of “No Adverse Effect.” The scope of work includes the following:

- The CONSULTANT will prepare and submit an ESRA form with Attachments and Exhibits to IDOT BLR&S for processing.
- The CONSULTANT will prepare a rendering of the structure with the architectural elements as approved by the City.

Evanston Design Group

The stakeholder involvement scope of work includes the following:

- The CONSULTANT will attend one (1) Evanston Design Group meeting to review aesthetic elements of the project.
- The CONSULTANT will develop a Power Point presentation for the Evanston Design Group meeting.
IDOT-Bureau of Bridges and Structures

Prior to submitting the revised Type, Size and Location (TS&L) plan and Preliminary Bridge Design and Hydraulic Report (PBD&HR) for processing, the CONSULTANT will coordinate the proposed Alternatives with IDOT – BBS.

Type, Size and Location Plans

The CONSULTANT will revise the approved Type, Size and Location (TS&L) plan for the preferred alternative. The revised TS&L will be submitted to the Bureau of Bridges and Structures for approval. Key elements of the TS&L include:

- Elevation and Plan View
- Cross Section through the Superstructure (Beam Size Study)
- Substructure and Abutment details
- Special aesthetic treatments

Preliminary Bridge Design and Hydraulic

The CONSULTANT will revise the approved Preliminary Bridge Design and Hydraulic Report (BLR 10210) for approval

Technical Memorandum

The CONSULTANT will prepare a Technical Memorandum (TM) that documents the project revisions as approved by the City. The CONSULTANT will submit the following documents:

- Two paper copies and one PDF copy of the Draft TM to the City for review. The CONSULTANT will revise the Draft TM per City comments.
- Two paper copies of the revised Draft TM to IDOT BLR&S.
- One paper copy and one PDF copy of the Final TM to the City.
- Four paper copies of the Final TM to IDOT BLR&S.
- Administration

The cost for developing the TM will include assembling all required documents, printing, binding, and delivering the reports.
<table>
<thead>
<tr>
<th>TASK &amp; DESCRIPTION</th>
<th>WORK HOURS</th>
<th>DIRECT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Data Collection and Evaluation</td>
<td>SUBTOTALS = 0</td>
<td>$ -</td>
</tr>
<tr>
<td>2 Utility and Permit Coordination</td>
<td>SUBTOTALS = 0</td>
<td>$ -</td>
</tr>
<tr>
<td>3 Topographic Survey and Stream Survey</td>
<td>SUBTOTALS = 0</td>
<td>$ -</td>
</tr>
<tr>
<td>4 Environmental Studies</td>
<td>SUBTOTALS = 32</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>Prepare and submit an ESRA for &quot;Cultural Review Only&quot;</td>
<td>16</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>Prepare renderings of the preferred alternative as approved by the City.</td>
<td>16</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>5 Evanston Design Group</td>
<td>SUBTOTALS = 41</td>
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<tr>
<td>Evanston Design Group meetings</td>
<td>5</td>
<td>$ 20.00</td>
</tr>
<tr>
<td>Prepare a Power Point Presentation for the EDG meeting</td>
<td>12</td>
<td>$ 200.00</td>
</tr>
<tr>
<td>Prepare Renderings</td>
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<td>9 Type, Size and Location Plans</td>
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**FIXED RAISES**  
**COST PLUS FIXED FEE**

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<tr>
<td>DATE</td>
<td>04/10/18</td>
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<td>PTB NO.</td>
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**ESCALATION PER YEAR**

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\[
\frac{2}{2} = \frac{100.00\%}{1.0000} = 1.0000
\]

The total escalation for this project would be: 0.00%
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<th>CLASSIFICATION</th>
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## COST ESTIMATE OF CONSULTANT SERVICES

**FIRM**
- Stanley Consultants

**PSB**
- Central Street Bridge Replacement

**PRIME/SUPPLEMENT**
- Supplement - 01

**OVERHEAD RATE**
- 1.5617

**COMPLEXITY FACTOR**
- 0

### OVERHEAD RATE

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<th>Outside Direct Costs</th>
<th>SERVICES BY OTHERS</th>
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<th>FIXED FEE</th>
<th>Outside Direct Costs</th>
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**DBE 0.00%**
## AVERAGE HOURLY PROJECT RATES

**FIRM**  
Stanley Consultants  
**PSB**  
Central Street Bridge Replacement  
**PRIME/SUPPLEMENT**  
Supplement - 01  
**DATE**  
04/10/18  
**PREPARED BY THE CONSULTANT**  
BDE 3608 Template  
(Rev. 01/12/17)

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<td>Hours % Wgtd Avg</td>
<td>Hours % Wgtd Avg</td>
<td>Hours % Wgtd Avg</td>
<td>Hours % Wgtd Avg</td>
<td>Hours % Wgtd Avg</td>
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### AVERAGE HOURLY PROJECT RATES

**FIRM**  
Stanley Consultants

**PSB**  
Central Street Bridge Replacement

**DATE**  
04/10/18

**PRIME/SUPPLEMENT**  
Supplement - 01

<table>
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<tr>
<th>PAYROLL CLASSIFICATION</th>
<th>AVG HOURLY RATES</th>
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<th>Structural Type Studies</th>
<th>Type, Size &amp; Location Plans</th>
<th>Preliminary Bridge Design and Architectural Elements</th>
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<td>Hours % Part. Wgtd Avg</td>
<td>Hours % Part. Wgtd Avg</td>
<td>Hours % Part. Wgtd Avg</td>
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<td>Engineering Grp Manager</td>
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## AVERAGE HOURLY PROJECT RATES

**FIRM**  Stanley Consultants  
**PSB**  Central Street Bridge Replacement  
**PRIME/SUPPLEMENT**  Supplement - 01  
**DATE**  04/10/18  
**SHEET**  3 OF 5  

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For City Council meeting of April 23, 2018

Item A3.11

Business of the City by Motion: Fountain Square Construction, Change Order #3

For Action

Memorandum

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

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

Subject: Fountain Square Renovations (Bid No. 17-05)
    Change Order No. 3

Date: April 23, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to approve Change Order No. 3 to the agreement with Copenhaver Construction (75 Koppie Drive, Gilberts, IL) for the Fountain Square Renovations project which extends the existing contract completion deadline by 29 days from May 1, 2018 to May 30, 2018.

Funding Source:
There is no cost associated with this change order.

Livability Benefits:
Built Environment: Enhance public spaces; Provide compact and complete streets and neighborhoods
Education, Arts & Community: Preserve and reuse historic structures and sites

Background Information:
Copenhaver Construction is currently in the process of reconstructing Fountain Square and the 1500 Block of Sherman Avenue. The project was originally scheduled for completion on December 1, 2017 but due to several factors, including delays in receiving an Illinois Department of Public Health permit for the fountain and extended lead-times for procurement of the memorial wall glazing, work in the plaza space north of Davis Street was extended to May 1, 2018.

Analysis:
Unfortunately, additional delays occurred over the winter, and Copenhaver Construction has requested a second contract extension. Staff has reviewed Copenhaver’s request with the project’s construction engineer and believe that a portion of that request is
justifiable, specifically related to incorporating an additional name to the memorial wall (10 business days), modifications to the memorial wall lighting system (4 business days), and modifications to the location of the fountain controller cabinet (6 business days).

Legislative History:
On 10/19/2015, City Council authorized proceeding with a Request for Proposal for engineering services
On 2/22/2016, City Council approved a contract for Phase I of Engineering Services with Christopher B. Burke Engineering
On 7/11/2016, City Council approved the design concepts and authorized a contract amendment for Phase II of Engineering Services with Christopher B. Burke Engineering
On 3/13/17, City Council approved the construction services with Copenhaver Construction.
On 9/25/17, City Council approved change order #2 with Copenhaver Construction.
On 1/8/18, City Council approved change order #1 with Christopher Burke Engineering

Attachments:
Change Order No. 3
CITY OF EVANSTON
CHANGE ORDER

Order No. 003
Date: 04/23/2017
Agreement Date: 03/27/2017

PROJECT: Fountain Square Renovation Project, Bid #17-05
OWNER: City of Evanston
CONTRACTOR: Copenhaver Construction

The following changes are hereby made to the AGREEMENT:

Completion date extended until May 30, 2018 for work in the plaza area north of Davis Street only.

Change to CONTRACT PRICE: $0.00

Original BASE CONTRACT PRICE: $5,900,266.70
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS: $5,900,267.24
Total change in CONTRACT PRICE for this CHANGE ORDER: $0.00
The CONTRACT PRICE including this CHANGE ORDER will be: $5,900,267.24

Original Date for Contract Completion: 12/01/2017
Current Date for Contract Completion (north plaza only): 05/01/2018
Time Extension (in calendar days) for north plaza: 29 days
Modified Date for Contract Completion for north plaza: 05/30/2018
Contract Completion Date for all other items: 12/01/2017

Approved by (Owner):
City of Evanston
Date

Accepted by (Contractor):
[Copenhaver Construction]
Date
For City Council Meeting of April 23, 2018
Item A3.12
Business of the City by Motion, Cold Stone Creamery - Sidewalk Café
For Action

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: Cold Stone Creamery – Sidewalk Cafe

Date: April 23, 2018

Recommended Action
Staff recommends City Council approval of first-time application for a sidewalk café permit for Cold Stone Creamery, an ice cream store located at 1611 Sherman Avenue.

Livability Benefits
Built Environment – Enhance Public Spaces

Background
Cold Stone Creamery offers freshly made ice cream, yogurt and sorbet blended on a frozen granite stone with endless combinations of fruits, nuts, candy and sauces. The store is under new management. The sidewalk café will consist of three picnic tables with six seats each for a seating capacity of eighteen. The café will operate Sunday-Thursday 12:00 p.m.–10:00 p.m. and Friday-Saturday 12:00 p.m.–11:00 p.m.

Summary
The Community Development Department, along with Health and Public Works, has reviewed the application and site layout and recommend approval of the sidewalk café permit.

Attachments
Sidewalk Café Application and Site Plan
Sidewalk Cafe Permit Application [#65]

Sidewalk Cafe Season runs from April 1st through November 1st

Please select application type

- New

Please Note: New applications require approval by the Departments of Health, Zoning, and City Engineer, as well as approval by City Council before permit issuance.

Name of Licensed Food Establishment *

Thomas Restaurant Investments 1 dba Cold Stone Creamery - Evanston

Evanston Street Address *

1611 Sherman ave

Contact Name *

Johnathan Thomas

Address, if different than food establishment address

4705 S CHAMPLAIN AVE APT 301
CHICAGO, IL 60615
United States

Contact Email *

evanstoncsc@gmail.com

Phone Number 1 *

(847) 293-5708

Phone Number 2

(317) 225-8025

Attach a File – Site plans are required for renewals, revisions or new Sidewalk Cafe applications. Note: New AND revised site plans must be approved by City Council.

diagram_of_sidewalk.jpg
87.34 KB · JPG

Attach a File – Statement of Restaurant Use

restaurant_use_form_coldstone_12.3.17.pdf
1.01 MB · PDF

Attach a File – Release, Indemnification & Hold Harmless Agreement

hold_harmless4.pdf
619.70 KB · PDF

Attach a File – Certificate of Insurance

cold_stone_coi_2.pdf
74.91 KB · PDF
Please check appropriate box below *

- I have attached a revised site plan for review

Reusable dishware/flatware will be used for cafe customers *
No

Disposable dishware/flatware will be used for cafe customers *
Yes

Public parking is available within 1 block *
Yes

Valet parking is offered *
No

Storage of tables, benches or chairs will be on the city sidewalk (Fee is $200) *
No

Liquor service will be available at cafe
NOTE: No Service or consumption at Type 2 Restaurants *
No

Submittal of this application indicates that the information submitted is accurate and you, the applicant, understands and accepts responsibility to operate the sidewalk cafe in compliance with all the relevant City rules and regulations. *

- Yes, I agree to the above statement.
Lifetime

Lifetime 22119 Folding Picnic Table, 6 Feet, Putty

512 customers reviews | 91 answered questions

Amazon's Choice for "picnic table"

List Price: $249.99
Price: $181.55 & FREE Shipping. Details
You Save: $68.44 (27%) In Stock

Want it Tuesday, April 17? Order within 22 hrs 50 mins and choose Standard Shipping at checkout. Details
Ships from and sold by Amazon.com.

Color: Putty

$181.55 from

- Constructed of High Density polyethylene for superior strength and durability
- UV-Protected seat and bench are stain resistant and easy to clean
- Folds flat for easy storage and transport; features, folded dimensions: 72" l x 57" w x 4" H. Dimensions (Open)-72 L x 30 W x 29 H inches
- Comfortably seats up to 8 people
- Backed by a 2-year limited manufacturer warranty; Some assembly required

Compare with similar items

New (16) from $181.55 & FREE shipping. Details
Packaging may reveal contents and cannot be hidden.
STATEMENT OF RESTAURANT USE
(Sidewalk Café)

Name of Establishment: Thomas Restaurant Investments, LLC dba Cold Stone Creamery
Address: 611 Sherman Ave, Evanston, IL 60201

(Check the definition that best describes your operation.)

___ RESTAURANT, TYPE 1: An establishment in which the principal use is the service of prepared food and beverages for consumption on the premises. All service of prepared food and beverages for consumption on the premises shall require customers to order at a table, booth or dining counter with service by a waiter or waitress at said table, booth or dining counter and also shall require the use of reusable (non-disposable) flatware and dishware. Drive-through facilities are prohibited. (7-2-6(D)(1))

___ RESTAURANT, TYPE 2: An establishment in which the principal use is the service of prepared food and/or beverages for consumption on and/or off the premises and that is not a "restaurant type 1" as defined in this section. This definition shall not include establishments wherein incidental prepared food and beverage service is accessory to a bakery, food establishment, convenience store, food store establishment, meat market, or similar principal use nor shall it include cafeterias that are accessory to hospitals, colleges, universities, schools or other similar principal uses. (7-2-6(D)(1)) Type 2 Restaurants are required to post the enclosed LITTER COLLECTION PLAN on site. NOTE: NO LIQUOR SERVICE OR CONSUMPTION ALLOWED AT THE SIDEWALK CAFÉ.

___ ICE CREAM STORE: An establishment selling primarily ice cream, soda water, frozen yogurt and soft drinks.

___ BAKERY: An establishment for any process of mixing, compounding and baking any bread, biscuits, crackers, rolls, cakes, pies, or any food products of which flour or meal is the principal ingredient, for sale at retail or at wholesale.

___ OTHER FOOD SERVICE ESTABLISHMENT or RETAIL FOOD STORE

___ ENOTECA: a special type of local or regional wine shop

If you have questions or need assistance completing this document, contact the Planning & Zoning Division, zoning@cityofevanston.org or call 847-448-4311.
RELEASE, INDEMNIFICATION & HOLD HARMLESS AGREEMENT
(Sidewalk Café)

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

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

NOW, THEREFORE, the undersigned agrees to release, indemnify, defend and hold harmless the City of Evanston, its officers, employees and agents against any and all loss, liability, damage, claims, costs, attorney’s fees, and expenses which it may hereafter incur as a result of the undersigned’s operation of the sidewalk café/outdoor dining seating area. The undersigned shall at his or her own expense, appear, defend, and pay all attorney’s fees, and all costs and other expenses arising therefrom or incurred in connection with the undersigned’s operation of the sidewalk café/outdoor dining seating area. If any judgments shall be rendered against the City in any such action, the undersigned shall satisfy and discharge the same excluding only such claims, demands or losses, which result from the sole negligence of the City of Evanston or its officers, agents or employees.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE AND HOLD HARMLESS AGREEMENT, AND A CONTRACT BETWEEN THE CITY OF EVANSTON AND ME, AND I SIGN IT OF MY FREE WILL.

Signed at Evanston, IL this ___ day of April, 2018.

City, State

________________________________________
Signature

________________________________________
Name (Please Print)
Owner - Thomas Restaurant Investments

Title

________________________________________
1611 Sherman Ave
Address

________________________________________
Evanston, IL 60201
City, State, Zip
Cold Stone Originals™
Your price will vary based on the size selected. Our Creations™ are served in insulated cups unless otherwise specified.

Sweet Cream Ice Cream Creations™
Apple Pie A La Cold Stone™
Berry Berry Good™
Caramel Turtle Temptation™
Founder's Favorite™
Oreo® Overload™
Strawberry Shortcake Sundaes™

French Vanilla Ice Cream Creations™
Banana Caramel Crunch™
Brazilian Boston Cream Pie™
Coconut Cream Pie™
Cookie Doughn't You Want Some™
Peanuts and Cream Passion™

Banana Ice Cream Creations™
At The Cocoa Beans Cabinet™
Monkey Bites™
Banana Split Delites™

Cake Batter Ice Cream Creations™
Birthday Cake Remix™
Cherry Cake Double Take™
Candy Land™

Chocolate Ice Cream Creations™
Black Forest Delight™
Chocolates Devotion™
German Chocolate Delight™
Peanut Butter Cup Perfection™
Rocky Road Trip™

Coffee Ice Cream Creations™
Coffee Lovers Only™
Mud Pie Molo™

Cheesecake Ice Cream Creations™
Cheesecake Fantasy™
Cherry Lovisa Cheesecake™

Mint Ice Cream Creations™
Mint Mint Chocolate Chip™
Cookie Monster™

Strawberry Ice Cream Creations™
Strawberry Banana Rendezvous™
Our Strawberry Blonde™

White Chocolate Ice Cream Creations™
Nights In White Chocolate™
Paradise Found™

Cold Stone Originals™
Like It $3.99  Love It 4.29  Gotta Have It $4.59
Pint $4.49  Quart $5.99  Ultimate Bucket $8.99

Create Your Own
Your first mix-in is free. Your price will vary based on the number of mix-ins selected
Like It $2.99  Love It 3.29  Gotta Have It $3.59

Cone Selections
Waffle Cone/Bowl $0.49  Chocolate Dipped Waffle Cone/Bowl $0.99
**Signature Cakes**

A Cheesecake Named Desire™
Layers of moist yellow cake, cheesecake ice cream &
graham cracker pie crust with a layer of raspberry sauce
in a fluffy raspberry frosting

Butterfinger® Bonanza™
Layers of moist yellow cake, Cake Batter™ ice cream
with Butterfinger® covered in a creamy peanut butter frosting

Raspberry Truffle Temptation™
Layers of moist red velvet cake, chocolate ice cream &
chocolate shavings with a layer of raspberry sauce wrapped
in a rich fudge ganache

Chocolate Chipper™
Layers of moist devil’s food cake & sweet cream ice cream with
chocolate shavings wrapped in a rich, fudge ganache

Coffeehouse Crunch™
Layers of moist devil’s food cake, coffee ice cream & Heath® bars
wrapped in a rich fudge ganache

Cookie Dough Delirium™
Layers of moist yellow cake & sweet cream ice cream with cookie
dough & chocolate shavings covered in fluffy, white frosting

Cookies & Creamery™
Layers of moist devil’s food cake, sweet cream ice cream & Oreos®
wrapped in a fluffy white frosting

Mmmmmmmint Chip™
Layers of moist devil’s food cake, mint ice cream & chocolate
shavings wrapped in a fluffy white frosting

Midnight Delight™
Layers of moist devil’s food cake & chocolate ice cream with
chocolate shavings & a layer of fudge wrapped in rich, fudge ganache

Peanut Butter Playground™
Layers of moist devil’s food cake, chocolate ice cream & Reese’s®
Peanut Butter Cups wrapped in a rich fudge ganache

Snickers® Supreme
Layers of moist devil’s food cake & sweet cream ice cream with
Snickers® wrapped in a rich fudge ganache

Strawberry Passion™
Layers of moist red velvet cake, strawberry ice cream & graham
cracker crust with a layer of strawberry puree wrapped in a fluffy
strawberry frosting

**Themed Cakes**

Please see store for a complete list of our Kids’ Cakes.
All Kids’ Cakes are made to order and will need a 24 hour notice.

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**Cold Stone Cakes**

Distinctively Good Taste in Ice Cream Cakes

**Ganache Frosting**

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**Kids’ Themed**

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**CUSTOM**

Available upon request. Contact your local store for details.

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**Cold Stone Creamery**

9 W. High Street
Oxford 513.523.4540
www.coldstonecreamery.com
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE INSURING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

*StateFarm*
Eric Esch Ins & Fin Servicos, Inc.
Eric Esch, Agent
1302 Waukegan Road
Glenview, IL 60025-3022

INSURED
Thomas Restaurant Investments 1 LLC
1611 Sherman Ave
Evanston, IL 60201-3710

COVERAGE

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AUTOMOBILE LIABILITY

- COMBINED SINGLE UNIT $2,000,000
- BODILY INJURY ($5,000)
- PROPERTY DAMAGE ($2,000,000)

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

- E.L. EACH ACCIDENT $5,000
- E.L. DISEASE - FA EMPLOYEES $5,000
- E.L. DISEASE - POLICY LIMIT $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

The City of Evanston is named an additional insured pursuant to the City Code sections regulating sidewalk sales, and all City staff regulations regarding sidewalk sales.

CERTIFICATE HOLDER

Additional Insured:
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Debbie Sterling
847-729-0641
debbie.sterling.egbiv@statefarm.com

CONTACT

DATE (MM/DD/YYYY)
04/10/2018

INSURER A:
State Farm Fire and Casualty Company
25140
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: Amanecer Taco Shop – Sidewalk Cafe

Date: April 23, 2018

Recommended Action
Staff recommends City Council approval of first-time application for a sidewalk café permit for Amanecer Taco Shop, A Type 2 restaurant located at 512 Main Street.

Livability Benefits
Built Environment – Enhance Public Spaces

Background
Amanecer Taco Shop serves Texas-style breakfast tacos that are freshly prepared daily. You can grab and go the already-prepared tacos, or sit down to enjoy. The store opened November, 2017. The sidewalk café will consist of one table with four seats and one table with two seats for a seating capacity of six. The café will operate Sunday-Thursday 7:00 a.m.-2:00 p.m. and Friday-Saturday 7:00 a.m.-11:00 p.m.

Summary
The Community Development Department, along with Health and Public Works, has reviewed the application and site layout and recommend approval of the sidewalk café permit.

Attachments
Sidewalk Café Application and Site Plan
Sidewalk Café Permit New & Renewal Application

SIDEWALK CAFÉ: A dining area located partially or wholly on a public sidewalk or parkway. (7-2-6(D)1.)

Submit to:
Community Development Department
Building & Inspection Services Division
Email: PermitDesk@cityofevanston.org

Food Establishment: AMANTEER TACO SHOP
Address: 512 MAIN STREET
Contact Name: ANA VEJA
Address, if different than Food Establishment:

Café Hours of Operation:
Phone 1: 847-644-3575
Phone 2: 210-639-1631
Email: ana@amanetcertacos.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. [NO]
- Disposable dishware/flatware will be used for café customers. [YES]
- Public parking is available within 1 block. [☑]
- Valet parking is offered. [NO]
- Storage of tables, benches or chairs will be on the city sidewalk. (Fee is $200.) [NO]
- Liquor service will be available at the café. NOTE: NO SERVICE OR CONSUMPTION AT TYPE 2 RESTAURANTS. (Include a copy of your current Evanston liquor license.)
PLEASE READ - CITY CODE 7-2-6 RULES AND REGULATIONS FOR ALL SIDEWALK CAFES:

5 a. (1) Licensed type 1 restaurants, possessing an alcoholic liquor license of any classification and located within the "core area" as defined in section 3-5-1 of this code, may sell alcoholic liquor on sidewalk cafe premises. Such sale of alcoholic liquor shall be for consumption on the premises only with the consumption of a meal. This provision must be clearly stated on sidewalk cafe menus.

(2) Licensed restaurants, possessing an alcoholic liquor license of any classification, but located outside the "core area" as defined in section 3-5-1 of this code, unless otherwise permitted in subsection (D)5a(3) of this section, and all type 2 restaurants, are prohibited from serving alcoholic liquor on the sidewalk cafe premises or allowing any patron to consume or have in his or her possession, any alcoholic liquor on said cafe premises. Licensed restaurants outside the core area which serve alcoholic liquor in the principal establishment, unless otherwise permitted in subsection (D)5a(3) of this section, and type 2 restaurants which serve alcoholic liquor in the principal establishment must clearly state on the menu for outdoor service that the sale and/or consumption of alcoholic liquor is prohibited.

(3) Licensed type 1 restaurants, possessing an alcoholic beverage license of any classification, but located outside the "core area", may request a sidewalk cafe permit which allows the sale of alcoholic liquor on sidewalk cafe premises subject to the standards and procedures of subsection (D)6 of this section and in compliance with all other applicable provisions of this code.

b. At all times, including while being stored, prepared, displayed, served or transported to the table, food shall be protected from potential contamination by being covered and/or refrigerated if necessary.

c. Reusable, nondisposable flatware, dishwasher 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 shall be served by a waiter or waitress of the restaurant at said tables, benches, or chairs. When associated with type 2 restaurants, bakeries, ice cream stores or any other licensed food service establishment or other licensed retail food store, a sidewalk cafe shall provide bus service during all hours of operation.

e. The operator of any licensed food service establishment or licensed retail food store must maintain the exterior of the premises, including the sidewalk cafe area, in accordance with applicable regulations of the Evanston health department and public works department. This duty to maintain extends to the removal of all litter, regardless of its source.

f. Sidewalk tables, benches, or chairs may not be attached by any means to the public sidewalk or any other public property.

g. Sidewalk tables, benches, or chairs may be stored on the city sidewalk, in an area approved by the city, upon the payment of a two hundred dollar ($200.00) fee.

h. A sidewalk cafe shall not be open for business when the interior aspect of the business is not open for business.
i. The outdoor seating area shall be accessible to the disabled, and the licensee shall at all times comply with all applicable federal, state, and city laws, ordinances, and regulations concerning accessibility and nondiscrimination in the providing of services.

j. No animals, except those assisting the disabled, shall be allowed in the outdoor restaurant seating area.

k. Alcohol will only be served at sidewalk cafes in conjunction with a full meal. The sidewalk cafe shall not function as a "bar," as that term is defined in section 3-5-1, the city's liquor control regulations. of this code.

l. Alcohol will not be served at sidewalk cafes after nine thirty o'clock (9:30) P.M. on weekdays and after ten thirty o'clock (10:30) P.M. on weekends.

m. Any violation of the city's liquor control regulations at the sidewalk cafe premises subjects the licensee to revocation of the liquor license for the entire licensed premises in accordance with the provisions of title 3, chapter 5 of this code. (Ord. 50-0-06)

n. Revocation or suspension of a sidewalk cafe permit by the city manager or his designee pursuant to subsection (D)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 café 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 café 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 café; the food establishment must have a valid liquor license.

- Outdoor amplified music is not allowed at the sidewalk café.

Please check appropriate box:
- ☐ I intend to set up the café 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 café in compliance with all the relevant City rules and regulations.

Name (please print)  **ANA L. VELA**  Title/Position  **OWNER**

Signature  **[Signature]**  Date  **4/9/18**
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.
AMANECER TACO SHOP
Sidewalk Café Site Drawing
512 Main Street

Doorway Opening
5 ft 4 in

Seating Area
14 ft 10 in W x 5 ft 0 in D

6 ft 0 in

Parking Meter
3 ft 9 in

3 ft 3 in

14 ft 3 in

14 ft 10 in

6 ft 0 in

11 ft 0 in
STATEMENT OF RESTAURANT USE
(Sidewalk Café)

Name of Establishment  
AMANEZER TAFO SHOP

Address  
512 MAIN STREET

(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)

X RESTAURANT, TYPE 2: An establishment in which the principal use is the service of prepared food and/or beverages for consumption on and/or off the premises and that is not a "restaurant type 1" as defined in this section. This definition shall not include establishments wherein incidental prepared food and beverage service is accessory to a bakery, food establishment, convenience store, food store establishment, meat market, or similar principal use nor shall it include cafeterias that are accessory to hospitals, colleges, universities, schools or other similar principal uses. (7-2-6(D)1) Type 2 Restaurants are required to post the enclosed LITTER COLLECTION PLAN on site. NOTE: NO LIQUOR SERVICE OR CONSUMPTION ALLOWED AT THE SIDEWALK CAFÉ.

___ ICE CREAM STORE: An establishment selling primarily ice cream, soda water, frozen yogurt and soft drinks.

___ BAKERY: An establishment for any process of mixing, compounding and baking any bread, biscuits, crackers, rolls, cakes, pies, or any food products of which flour or meal is the principal ingredient, for sale at retail or at wholesale.

___ OTHER FOOD SERVICE ESTABLISHMENT or RETAIL FOOD STORE

___ ENOTECA: a special type of local or regional wine shop

If you have questions or need assistance completing this document, contact the Planning & Zoning Division, zoning@cityofevanston.org or call 847-448-4311.
RELEASE, INDEMNIFICATION & HOLD HARMLESS AGREEMENT
(Sidewalk Café)

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

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

NOW, THEREFORE, the undersigned agrees to release, indemnify, defend and hold harmless the City of Evanston, its officers, employees and agents against any and all loss, liability, damage, claims, costs, attorney’s fees, and expenses which it may hereafter incur as a result of the undersigned’s operation of the sidewalk café/outdoor dining seating area. The undersigned shall at his or her own expense, appear, defend, and pay all attorney’s fees, and all costs and other expenses arising therefrom or incurred in connection with the undersigned’s operation of the sidewalk café/outdoor dining seating area. If any judgments shall be rendered against the City in any such action, the undersigned shall satisfy and discharge the same excluding only such claims, demands or losses, which result from the sole negligence of the City of Evanston or its officers, agents or employees.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE AND HOLD HARMLESS AGREEMENT, AND A CONTRACT BETWEEN THE CITY OF EVANSTON AND ME, AND I SIGN IT OF MY FREE WILL.

Signed at EVANSTON, ILLINOIS this 9 day of APRIL, 2018
City, State

Date
Month

Signature

ANA L. VEJA
Name (Please Print)

OWNER
Title

512 MAIN STREET
Address

EVANSTON, IL 60202
City, State, Zip
CATERING MENU

Enjoy a healthy alternative to bagels and catered sandwiches with our breakfast tacos. Prepared the day of your event, our handmade beans, cage-free eggs, fresh vegetables, and high-quality meats are hugged by warm, freshly-cooked flour tortillas.*

ALL DAY (TRAYS OF 10)

BEAN & CHEESE (V)
Refried house-made pinto beans topped with Chihuahua cheese. Creamy & delicious! $35.00

BEAN & CHORIZO
Pork chorizo mixed with refried house-made pinto beans. Our childhood favorite. $35.00

POTATO & EGG (V)
Gold potatoes & eggs scrambled with onions & tomatoes. Light & flavorful. $35.00

POTATO & CHEESE (V)
Gold potatoes sautéed with onions, tomatoes, & Chihuahua cheese. Melts in your mouth. $35.00

CHORIZO & EGG
Pork chorizo & eggs scrambled with onions & tomatoes. Our most popular taco any time of day. $40.00

MACHACADO
Carne seca (shredded dried beef) & eggs scrambled with onions & tomatoes. We ship the carne seca directly from Texas. $40.00

CARNE GUISADA
Lean beef stew slowly cooked with bell peppers, onions, tomatoes, & spices. Crowd favorite taco on Yelp! $45.00

Two tacos per person will satisfy an average hunger. Coupled with sides and you’ll be stuffed full of goodness. All tacos are individually wrapped and labeled for easy identification.

LUNCH & DINNER (TRAYS OF 10)
Available after 1:30pm

CHICKEN TOMATILLO
Chicken cooked with our house-made tomatillo lime sauce. $42.50

PICADILLO
Ground beef cooked with potatoes, carrots, peas, tomatoes, & onions. $42.50

Accompanying each taco order:
- Our specialty hot salsa verde made with fresh tomatillos, jalapeños, cilantro, onions, & garlic
- Our milder salsa roja made with tomatoes, jalapeños, cilantro, onions, & garlic
- Chihuahua cheese, cilantro, diced raw onions
- Napkins & plastic silverware

*For a gluten-sensitive option, ask us to substitute corn tortillas at no additional cost. Call to inquire about vegan options.
V = Vegetarian

SIDES (SERVES 10)

BUÑUELOTOS (PAstry)
Lightly fried flour tortilla strips dusted with cinnamon & sugar. $20.00

SEASONAL FRUIT CUP
An assortment of seasonal fruit. $30.00

FRESAS CON CREMA
Strawberries topped with a lightly sweet & refreshing Mexican cream. $35.00

Available after 11:30am

HOUSE SALAD
Mixed salad greens tossed with our house-made tomatillo lime dressing. $40.00
Add grilled chicken. $55.00

CHIPS & GUACAMOLE
Our guacamole uses a well-known recipe from San Antonio, Texas. $35.00

Sides come with utensils, serveware, & plates.

HOT DRINKS

COFFEE
We’ve partnered with Back of the Yards Coffee & Roastery to bring you coffee directly sourced from Chiapas, Mexico.
Box (serves 10) $20.00
Tower (serves 30) $55.00

MEXICAN HOT CHOCOLATE
Dark chocolate with cinnamon & sugar (made with whole milk).
Box (serves 10) $30.00
Tower (serves 30) $80.00

COLD DRINKS (SERVES 10)

JAMAICA
House-brewed, all-natural, lightly-sweetened hibiscus iced tea. $25.00

AGUA FRESCAS
All-natural fresh fruit drinks (assorted flavors available). $30.00

All dark orders come with:
- Disposable cups & lids
Coffee orders come with:
- Hot cup sleeves
- Creamers, sugar & sugar substitutes, stirrers

Bottled waters are available for $1.00 each.
Jarritos Mexican sodas are available for $2.00 each.

Details: Must place orders 48 hours in advance to ensure delivery. Arrangements can be made to pick up smaller orders at our Taco Shop located at 512 Main Street, Evanston, IL 60202. All prices are pre-tax, and final invoices will include any fees and taxes as required. Onsite serving & setup available at an additional cost.

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<td>$350</td>
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Contact Mario Vela for catering orders at:
847.644.3575
mario@amanecertacos.com
# Certificate of Liability Insurance

**Issued by:** ACORD

**Date:** 04/04/2018

## Certificate Holder

**The City of Evanston**

**Evanston, IL 60201**

**Administrative Representative:**

**Authorized Representative:**

**N/A**

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## Coversages

### A: Commercial General Liability

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### B: Automobile Liability

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## Description of Operations / Locations / Vehicles

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.

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## Certificate of Liability Insurance

**Important:** If the certificate holder is an ADDITIONAL Insured, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

---

## Coverage Number:

**Revision Number:**

---

**INSCR. NO:**

**Issued By:**

**Address:**

**Accounting:**

**Fax:**

**Agent:**

**Phone:** (847) 888-9820

**Email:**

---

**Contact:**

**Producer:**

**Insurance Group:**

**Address:**

**City:**

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**Insured:**

**Address:**

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**Endorsements:**

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**Notes:**

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**ACORD 25 (2016/03)**

© 1998-2015 ACORD CORPORATION. All rights reserved.
For City Council meeting of April 23, 2018
Business of the City by Motion, Approval of Contract for Financial Software
For Action

Memorandum

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

From: Kimberly Richardson, Acting Administrative Services Director
Ashley King, Finance & Budget Manager
Jennifer Lin, Human Resources Division Manager
Luke Stowe, CIO

Subject: Three Year Sole-Source Service Agreement with Tyler Technologies/New World ERP

Date: April 13, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a three year sole-source agreement with Tyler Technologies (P.O. Box 203556, Dallas, TX 75320)/ New World ERP (NW) in the annual amount of $98,609 for financial management and human resources/payroll processes with a $4,000 one-time software fee for a total of $299,827. The new contract includes software support, maintenance, upgrades and hosting.

Livability Benefits:

Funding Source:
Funding will be from the following: 85% from the IT Fund (Account 100.19.1932.62340), with a current balance is $361,416.63; and 15% from the Water Fund (Account 510.40.4225.62340), with a current balance is $84,810.

Summary:
The original five year contract for this software was executed in 2012 at a cost of $616,160. The renewal represents a reduction of $24,623 on an annualized basis.

The City plans to have the NW databases moved into “the cloud” and housed on servers in the possession of Tyler Technologies. This transition will be beneficial for many reasons. First, the current maintenance of databases and servers on site has become burdensome and difficult to manage. The IT staff who are familiar with the maintenance of NW spend substantial amounts of time maintaining the current, on premise software. The transition to the cloud will free up significant staff time as HR and Finance would be working directly with Tyler for routine maintenance. While IT will
still be responsible for minor routine maintenance and service, the challenges they currently experience will significantly decrease, which will allow them to focus on other important technology initiatives.

Next, while the City has experienced some issues with NW over the years, HR and Finance have become very accustomed to the software and have found ways to make it efficient and effective. There are many functions within the system which are very advantageous to continue using in our environment. The software is used citywide and is the primary mechanism for tracking all the revenues and expenses of the City.

We were able to aggressively negotiate the contract for an annual fee of $98,609. With a one-time software fee of $4,000, the total contract price for the three year term is $299,827. As comparison, the original five year contract included a $290,000 license fee and $81,540 per year for four years of maintenance for a total of $616,160. Under the proposed agreement, we are paying $17,069 (of the $98,609) per year for the software to be hosted in the cloud instead of on premise. As stated above, the manpower saved from transitioning to the cloud is well worth the modest annual increase in maintenance costs.

Over the next three years, HR, IT, Finance and other stakeholders will consider a transition to a new ERP system if a more cost effective, efficient and comprehensive solution is found.

Attachments:
Tyler Technologies Draft Contract
SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler’s proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- “Agreement” means this Software as a Services Agreement.
- “Business Travel Policy” means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- “Client” means City of Evanston.
- “Data” means your data necessary to utilize the Tyler Software.
- “Data Storage Capacity” means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- “Defect” means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- “Defined Concurrent Users” means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are as identified in the Investment Summary.
- “Developer” means a third party who owns the intellectual property rights to Third Party Software.
- “Documentation” means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- “Effective Date” means the date on which your authorized representative signs the Agreement.
- “Force Majeure” means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- “Investment Summary” means the agreed upon cost proposal for the products and services attached as Exhibit A.
- “Invoicing and Payment Policy” means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- “SaaS Fees” means the fees for the SaaS Services identified in the Investment Summary.
- “SaaS Services” means software as a service consisting of system administration, system
management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- “SLA” means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- “Support Call Process” means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- “Third Party Terms” means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- “Third Party Hardware” means the third party hardware, if any, identified in the Investment Summary.
- “Third Party Software” means the third party software, if any, identified in the Investment Summary.
- “Tyler” means Tyler Technologies, Inc., a Delaware corporation.
- “Tyler Software” means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- “we”, “us”, “our” and similar terms mean Tyler.
- “you” and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Concurrent Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent users or additional Data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Concurrent Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.


6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA’s Statement on Standards for Attestation Engagements (“SSAE”) No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement (“NDA”), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler’s software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design’s capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective (“RPO”) exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective (“RTO”) is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web
We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you
the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. **Additional Services.** The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If you request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. **Cancellation.** If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. **Maintenance and Support.** For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

8.2 provide telephone support during our established support hours;

8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks’ advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. For clarification, at the time of execution of the Agreement, there is no Third Party Hardware scheduled for installation. If Tyler seeks to install Third Party Hardware and invoice Client for same, Tyler must seek prior authorization.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third
SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. **Invoicing and Payment.** We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. **Invoice Disputes.** If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement may renew for additional one (1) year terms upon mutual agreement of the parties. Client may indicate its agreement to renew by timely payment of a renewal invoice issued by Tyler. Otherwise, your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don’t cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 **Fees for Termination without Cause during Initial Term.** If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;

b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and

c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

**SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. **Intellectual Property Infringement Indemnification.**

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party’s patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

   1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional
2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of applicable blanket endorsements of Tyler's certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12)
months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the
party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.

15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This
obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; Tyler will reasonably cooperate provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| Schedule 1: Support Call Process |

[Signatures to follow on next page]
IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.                                                                                       City of Evanston

By:                                                                                                             By:

Name:                                                                                                            Name:

Title:                                                                                                           Title:

Date:                                                                                                           Date:

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attention: Corporation Counsel
Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
New World ERP ASP - Investment Summary

**TO:**  City of Evanston, IL  
**FROM:**  Tim Brewer - Customer Care Manager  
**DATE:**  01/23/18  
**Quote ID:**  QUO-46847-Q2W5C6  
**RE:**  New World ERP Application and System Software

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<td>Benefit Tracking (Non-Employee) .NET</td>
<td>$3,420.00</td>
</tr>
<tr>
<td>HR</td>
<td>Benefits Administration .NET</td>
<td>$2,736.00</td>
</tr>
<tr>
<td>HR</td>
<td>Position Budgeting .NET</td>
<td>$3,420.00</td>
</tr>
<tr>
<td>HR</td>
<td>Leave Management .NET</td>
<td>$1,693.00</td>
</tr>
<tr>
<td></td>
<td><strong>Decision Support</strong></td>
<td></td>
</tr>
<tr>
<td>DSS</td>
<td>Decision Support Base Datamart</td>
<td></td>
</tr>
<tr>
<td>DSS</td>
<td>Finance Analytics .NET</td>
<td>$5,130.00</td>
</tr>
<tr>
<td>DSS</td>
<td>HR/Payroll Analytics .NET</td>
<td>$5,130.00</td>
</tr>
<tr>
<td></td>
<td><strong>eSuite Applications</strong></td>
<td></td>
</tr>
<tr>
<td>eSuite</td>
<td>eSuite Base</td>
<td>$5,472.00</td>
</tr>
<tr>
<td>eSuite</td>
<td>eEmployee</td>
<td>$8,208.00</td>
</tr>
<tr>
<td>eSuite</td>
<td>eMisc Billing</td>
<td>$-</td>
</tr>
<tr>
<td>eSuite</td>
<td>eTime Sheets</td>
<td>$4,104.00</td>
</tr>
<tr>
<td></td>
<td><strong>Other</strong></td>
<td></td>
</tr>
<tr>
<td>other</td>
<td>User Licenses</td>
<td>$8,680.00</td>
</tr>
</tbody>
</table>

**Annual Hosted Fee (Based on 3 Years)**  
$98,609.00

**VPN Fee - (One Time Cost)**  
$4,000.00

**Total 3 Year Investment**  
$299,827.00

Recurring SaaS fee is based on a three (3) year commitment for up to one hundred (100) concurrent users.

Additional concurrent users will be billed at our then current rate which is currently $1750 per user per year.
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. **Other Tyler Software and Services.**
   
   2.1 *Project Planning Services:* Project planning services are invoiced upon delivery of the implementation planning document.
   
   2.2 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
   
   2.3 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
   
   2.4 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
   
   2.5 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
   
   2.6 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed
to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.7 Other Fixed Price Services: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.

2.8 Change Management Services: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

<table>
<thead>
<tr>
<th>Service</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acceptance of Change Management Discovery Analysis</td>
<td>15%</td>
</tr>
<tr>
<td>Delivery of Change Management Plan and Strategy Presentation</td>
<td>10%</td>
</tr>
<tr>
<td>Acceptance of Executive Playbook</td>
<td>15%</td>
</tr>
<tr>
<td>Acceptance of Resistance Management Plan</td>
<td>15%</td>
</tr>
<tr>
<td>Acceptance of Procedural Change Communications Plan</td>
<td>10%</td>
</tr>
<tr>
<td>Change Management Coach Training</td>
<td>20%</td>
</tr>
<tr>
<td>Change Management After-Action Review</td>
<td>15%</td>
</tr>
</tbody>
</table>

3. Third Party Products.

3.1 Third Party Software License Fees: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 Third Party Software Maintenance: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 Third Party Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

5. Credit for Prepaid Maintenance and Support Fees for Tyler Software: Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating
Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler’s Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee’s total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee’s total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for “Basic Economy Fares” because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.
2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.
Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

**Departure Day**

| Depart before 12:00 noon | Lunch and dinner |
| Depart after 12:00 noon  | Dinner           |

**Return Day**

| Return before 12:00 noon | Breakfast |
| Return between 12:00 noon & 7:00 p.m. | Breakfast and lunch |
| Return after 7:00 p.m.* | Breakfast, lunch and dinner |

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast: 15%
- Lunch: 25%
- Dinner: 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*
*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high-speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee’s hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the “lowest practical coach fare” with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.
I. Agreement Overview
This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability
The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. **Your Responsibilities**
Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter’s end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. **Our Responsibilities**
When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.
Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. **Client Relief**

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

<table>
<thead>
<tr>
<th>Targeted Attainment</th>
<th>Actual Attainment</th>
<th>Client Relief</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
<td>98-99%</td>
<td>Remedial action will be taken.</td>
</tr>
<tr>
<td>100%</td>
<td>95-97%</td>
<td>4% credit of fee for affected calendar quarter will be posted to next billing cycle</td>
</tr>
<tr>
<td>100%</td>
<td>&lt;95%</td>
<td>5% credit of fee for affected calendar quarter will be posted to next billing cycle</td>
</tr>
</tbody>
</table>

You may request a report from us that documents the preceding quarter’s Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. **Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. **Force Majeure**

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.
Exhibit C  
Schedule 1  
Support Call Process

Support Channels
Tyler Technologies, Inc. provides the following channels of software support:

1. Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.

2. On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.

3. Email – for less urgent situations, users may submit unlimited emails directly to the software support group.

4. Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources
A number of additional resources are available to provide a comprehensive and complete support experience:

1. Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.

2. Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.


4. Program Updates – where development activity is made available for client consumption.

Support Availability
Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>May 30</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>September 3</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>November 22</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>November 23</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
</tbody>
</table>

Issue Handling
Incident Tracking
Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.
Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

<table>
<thead>
<tr>
<th>Priority Level</th>
<th>Characteristics of Support Incident</th>
<th>Resolution Targets</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Critical</td>
<td>Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.</td>
<td>Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.</td>
</tr>
<tr>
<td>2 High</td>
<td>Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.</td>
<td>Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.</td>
</tr>
<tr>
<td>3 Medium</td>
<td>Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.</td>
<td>Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.</td>
</tr>
<tr>
<td>4 Non-critical</td>
<td>Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.</td>
<td>Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.</td>
</tr>
</tbody>
</table>
**Incident Escalation**

Tyler Technology's software support consists of four levels of personnel:

1. Level 1: front-line representatives
2. Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
3. Level 3: assist in incident escalations and specialized client issues
4. Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

1. Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
2. Email – clients can send an email to software support in order to escalate the priority of an issue
3. On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

**Remote Support Tool**

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.
Memorandum

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

From: Erika Storlie, Asst. City Manager/Interim Director of Comm. Development
      Kimberly Richardson, Interim Director of Administrative Services
      Jennifer Lin, HR Division Manager
      Richard Eddington, Chief of Police

Subject: 2018 FOP Sergeant Union Contract

Date: April 18, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a collective bargaining agreement between the City and the Fraternal Order of Police (FOP) Sergeant Union.

Livability Benefits:
Economy & Jobs: Support Quality Jobs and Shared Prosperity

Summary:
The City is seeking approval to enter into a one-year collective bargaining agreement with the FOP Sergeant Union for January 1, 2018 – December 31, 2018. The gross wage increase (GWI) contemplated in the one-year contract is 3%, consistent with the AFSCME and FOP Patrol contracts. The higher GWI in 2018 was to account for the significant plan design changes made to all health insurance plans effective January 1, 2018.

Significant changes include holiday overtime for employees working on five holidays and a small increase in the annual education incentive. Members are also being credited with 24 hours of compensatory time as a one-time consideration for agreeing to a one-year contract. The City also agreed to return vacation time which had been deducted in 2017 for the furlough day in exchange for the union withdrawing its complaint filed with the Illinois Labor Relations Board and the accompanying union grievance. Negotiations for the next contract will start in the Fall of 2018.

Attachments:
FOP Sergeant Union Contract 1/1/18-12/31/18 Draft
ILLINOIS FOP LABOR COUNCIL

and

CITY OF EVANSTON
Sergeants

January 1, 2018 – December 31, 2018

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911

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LABOR AGREEMENT
Between
CITY OF EVANSTON
And
EVANSTON SERGEANTS ASSOCIATION
AFFILIATED WITH
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

AGREEMENT between, the CITY OF EVANSTON (hereinafter also called the "City") and Evanston Sergeants Association affiliated with Illinois Fraternal Order of Police, Labor Council (hereinafter also called the "Association" or “Union”).

ARTICLE 1 RECOGNITION

Section 1.1 Recognition of Association The City recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all full-time employees classified by the City as Police Sergeants.

Section 1.2 Recognition of Sergeants The City and the Association recognize that sergeants are key members of the management and command staff of the Department. In this role, sergeants are responsible for supervising, directing and disciplining employees. The participation in Association activity, collective bargaining and/or grievance activity by sergeants pursuant to this Agreement does not and cannot interfere with the sergeants' responsibility of loyalty as members of management.

Section 1.3 Probationary Period All new Sergeants shall be considered probationary Sergeants until they complete a promotional probationary period of twelve (12) months. The City may, for reasonable cause, extend the promotional probationary period for up to an additional six (6) months. Sergeants in their promotional probationary period are eligible for membership in the Union and are covered by this Agreement, but no grievance shall be presented or entertained in connection with the demotion of a probationary Sergeant.

ARTICLE 2 ASSOCIATION SECURITY

Section 2.1 Dues Check-off Upon receipt of a signed authorization form from an employee in the form set forth in Appendix A, the City agrees for the duration of this Agreement to deduct from such employee's pay uniform monthly Association dues. The Association will notify the City in writing of the amount of the uniform dues to be deducted. Deductions shall be made on the second City payday of each month and shall be remitted, together with an itemized statement and list of employees' names from whom deductions have been made, to the Association at the address designated by the Association by the 15th day of the month following the month in which the deduction is made. Employees desiring to revoke such voluntary dues deductions during the term of this Agreement may do so at any time by providing thirty (30) days' written notice to both the City and the Association. Employees revoking such voluntary dues deduction shall be required to pay a fair share fee in accordance with Section 2.2.
Section 2.2 Fair Share During the term of this Agreement, employees who are not members of the Association shall, commencing thirty (30) days after being classified as a Police Sergeant or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Association for collective bargaining and contract administration services rendered by the Association as the exclusive representative of the employees covered by said Agreement, provided such fair share fee shall not exceed the dues attributable to being a member of the Association. Such fair share fees shall be deducted by the City from the earnings of non-members and remitted to the Association in the same manner as voluntary dues. The Association shall periodically submit to the City a list of the members covered by this Agreement who are not members of the Association and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The Association agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. Accordingly, the Association agrees to do the following:

1. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major independent auditor.
2. Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share fee payers can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Association with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement. Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 2.3 Indemnification The Association will indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

Section 2.4 Union Bulletin Boards The City will make a bulletin board available (currently located in the mail room) for the sole use of posting legitimate Union notices that are not inflammatory in nature or endorsements of candidates for elected public office. It shall generally include notices dealing with internal Union affairs and Union-related business or activities. In addition, representative as identified in writing to the Chief of Police) shall be permitted to distribute such Union notices in Department mailboxes of bargaining unit employees. Except as provided in this section, there shall be no distribution or posting of Union materials of any kind inside City buildings unless the Police Chief or his designee specifically approves same.
Section 2.5 Access to City Premises  Duly authorized Union business representatives and National representatives will be permitted access at reasonable times to the premises of the City for the purpose of handling grievances or otherwise representing employees pursuant to the provisions of this Agreement upon showing proper credentials to the Police Chief or his designee. These business representatives will enter and conduct their business so as not to interfere with City operations. Such right of entry shall at all times be subject to general department rules applicable to non-employees.

Section 2.6 Use of City Facilities and Equipment  With the prior approval of the Police Chief or his designee, the Union may use City office equipment and facilities, provided such approval shall not be unreasonably withheld. Such use shall not take precedence over department needs and any materials used or other costs incurred shall be reimbursed by the Union if requested by the City.

ARTICLE 3 NON-DISCRIMINATION

Section 3.1 Non-Discrimination  In accordance with applicable federal and state law, the City and Association agree not to discriminate against any employee on the basis of race, color, creed, sex, age, disability, national origin, sexual orientation or Association membership or non-membership. Actions taken by the City in the assignment or utilization of employees for reasonable and necessary operational reasons shall not be considered in violation of this Article. The parties agree that the City has the right, notwithstanding any other provisions of this Agreement, to take action that is reasonable and necessary in order to be in compliance with the Americans with Disabilities Act.

Section 3.2 Gender  The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 4 GRIEVANCE PROCEDURE

Section 4.1 Definition  A "grievance" is defined as a difference of opinion raised by an employee or the Association against the City involving the meaning, interpretation or application of the provisions of this Agreement or with respect to inequitable application of the Personnel Rules of the City or with respect to inequitable application of the Rules of the Police Department.

Section 4.2 Grievance Procedure  Recognizing that grievances should be raised and settled promptly, a grievance must be raised within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance or within fourteen (14) calendar days of when the employee, through the use of reasonable diligence, could have known of the occurrence of the event giving rise to the grievance. Union grievances shall be filed at Step 2. A grievance shall be processed as follows:

STEP 1: Written To Immediate Supervisor.  An employee who has a grievance shall submit the grievance in writing to the employee's immediate supervisor, not to include a bargaining unit member, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. The immediate supervisor and the employee, accompanied by an
Association representative who is an employee covered by this Agreement if the grievant so desires, shall discuss the grievance at a mutually agreeable time within seven (7) calendar days. If no agreement is reached in such discussion, the immediate supervisor shall give a written answer to the grievant within seven (7) calendar days of the discussion.

**STEP 2: Appeal To Chief of Police.** If the grievance is not settled in Step 1, the grievant or Association may, within fourteen (14) calendar days following receipt of the immediate supervisor's answer, file a written appeal to the Chief of Police. The grievant, an Association's representative and the Chief will discuss the grievance at a mutually agreeable time within fourteen (14) calendar days. If no agreement is reached in such discussion, the Chief will give his answer in writing to the grievant and the Association representative within fourteen (14) calendar days of the discussion.

**STEP 3: Appeal to City Manager.** If the grievance is not settled in Step 2, the Association may, within fourteen (14) calendar days following receipt of the Chief's answer, file a written appeal to the City Manager. A meeting between the City Manager and his/her designee and the grievant and Association representatives, if agreed to, will be held at a mutually agreeable time within fourteen (14) calendar days of the meeting. If the City Manager determines there will be no Step 3 meeting, the City Manager will advise the Association representative within fourteen (14) calendar days in writing and the City Manager's written communication shall be deemed to be a Step 3 denial of the grievance.

**STEP 4: Arbitration.** If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance to arbitration by giving written notice to the City Manager within twenty-one (21) calendar days after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Before striking any names, each party shall have the right to reject one (1) panel of arbitrators. The parties shall determine by a toss of a coin who shall strike first, then alternately strike names one at a time until only one name remains, who shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Association requesting that he set a time and place for the hearing, subject to the availability of the City and Association representatives. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider only the specific issue submitted to him and his decision and award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision and award of the arbitrator, which conforms to his authority, shall be final and binding upon the City, the Association and the employee or employees involved. The costs of the arbitration, including the fee and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

**Section 4.3 Time Limits** No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 4.2. If a grievance is not appealed within the time limits for appeal set forth in Section 4.2, it shall be deemed settled on the basis of the last answer of the City, provided that the parties may mutually agree to extend any time limits. If the City fails to provide an answer within the time limits set forth in Section 4.2, the Association may immediately appeal to the next step.
Section 4.4 Investigation and Discussion  All grievance discussions and investigations shall take place in a manner which does not interfere with City operations.

Section 4.5 Civil Service  Except as provided in Section 4.6 or with respect to subject matters covered by this Agreement, it is understood that matters subject to Civil Service are not subject to this grievance procedure.

Section 4.6 Disciplinary Grievances  Grievances may be filed with respect to the just cause of any disciplinary action taken against an employee. Any grievance concerning a suspension or discharge shall be filed directly at Step 2 of this grievance procedure within fourteen (14) calendar days of the imposition of the discipline. If an employee is transferred for disciplinary reasons, the employee may grieve the transfer pursuant to the provisions of this Section. Discharge and disciplinary action shall be subject to review under the grievance procedure up to and including arbitration, provided that oral reprimands may not be appealed to arbitration. Disciplinary actions shall be subject to review under the grievance procedure only. Such review procedures are in lieu of and expressly supersede and preempt the employee notification and appeal procedures of the City Civil Service Commission. Such contractual review procedure shall be the sole and exclusive method of reviewing all disciplinary action.

ARTICLE 5 LABOR-MANAGEMENT MEETINGS

Section 5.1 Meeting Request  The Association and the City agree that in the interest of efficient management and harmonious employee relations, quarterly Labor-Management meetings will be held. The Labor-Management Committee shall include three (3) employees covered by this Agreement and up to three (3) representatives appointed by the Chief of Police and the Chief of Police if he so desires. The Association may also designate a non-employee Association representative to attend a labor-management meeting, if mutually agreed, and the City may include a non-Police Department employee, if mutually agreed. Such quarterly meetings may be requested by either party by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Labor-management meetings shall be set at a mutually convenient day and time. Such meetings shall be limited to:

(a) discussion of the implementation and general administration of the Agreement; (b) sharing of general information of interest to the parties, including departmental operational matters affecting employees; and (c) notifying the Association of changes in condition of employment contemplated by the City which may affect employees. The parties agree to meet in good faith and exercise their best efforts to submit recommendations for approval by the Chief of Police.

Section 5.2 Content  It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at labor-management meetings nor shall negotiations for the purpose of altering any or all of the terms of this Agreement to be conducted at such meetings. The Labor-Management Committee shall keep summary minutes of labor-management meetings, which
shall be initialed by the parties and made available for distribution to employees covered by this Agreement.

Section 5.3 Attendance Attendance at labor-management meetings shall be voluntary on the employee's part. If the parties agree to schedule a meeting during an employee's regular straight-time shift, the employees shall be compensated for time lost from the normal straight-time work day.

ARTICLE 6 MANAGEMENT RIGHTS

The City shall retain the sole right and authority to operate and direct the affairs of the City and the Police Department in all its various aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. The rights retained by the City include, but are not limited to: the right to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to transfer employees, to schedule and assign work; to establish work standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend, demote and discharge employees for just cause; to lay off or promote employees, to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal control program; to determine the overall budget; and to carry out the mission of the City provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 7 NO STRIKE-NO LOCKOUT

Section 7.1 No Strike Neither the Association nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, illegal picketing or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Each employee who holds the position of officer of the Association occupies a position of special trust and responsibility in attempting to maintain and bring about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Association agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 7.2 No Lockout The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.
Section 7.3 Penalty The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 7.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 7.4 Judicial Restraint Nothing contained herein shall preclude the City or the Association from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE 8 GENERAL

Section 8.1 Weapons/Marksmanship The City will supply practice qualification ammunition for automatic weapons in quantities which the Police Department determines are appropriate. If a Sergeant, during the term of this Agreement, replaces an existing departmental-issued handgun with a departmental-approved weapon, and turns in a handgun to the department, he shall be reimbursed fifty (50%) of the cost of said weapon, up to four hundred dollars ($400). The purchased weapon will be considered the Sergeant's property upon retirement or separation from the department.

Section 8.2 Statutes The City will continue to comply with federal and state statutes covering mandatory subjects of bargaining which are applicable to police sergeants, except to the extent modified in this Agreement.

Section 8.3 Drug and Alcohol Testing Drug and Alcohol testing of members, in addition to testing required under 50 ILCS 727/1-25, shall be conducted according to the processes detailed in Evanston Police Department General Orders.
ARTICLE 9 WAGES AND BENEFITS

Section 9.1 Salary Schedule The salary schedule for employees covered by this Agreement shall be as follows, an increase of 3% to be applied retroactively to January 1, 2018; for all eligible wages under this Agreement. Any pay-outs of applicable benefit time by the terms and conditions of the CBA shall be at the covered members’ current rate of pay including longevity at the time of pay-out.

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>Step</th>
<th>Union Code</th>
<th>Effective Date</th>
<th>Step Rate</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>PS34</td>
<td>A</td>
<td>7PSARG</td>
<td>1/1/2018</td>
<td>47.936</td>
<td>$99,707.28</td>
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<td>$104,072.98</td>
</tr>
<tr>
<td>PS34</td>
<td>C</td>
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<td>$108,581.81</td>
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<td>$113,403.16</td>
</tr>
<tr>
<td>PS34</td>
<td>E</td>
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<td>1/1/2018</td>
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<td>$116,802.68</td>
</tr>
<tr>
<td>PS34</td>
<td>F</td>
<td>7PSARG</td>
<td>1/1/2018</td>
<td>57.840</td>
<td>$120,307.17</td>
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</tbody>
</table>

An employee shall be eligible for annual advancement to the next highest step in the salary structure to the maximum step based upon receipt of a highly satisfactory merit evaluation. An employee who does not receive a step increase under this Section may file a grievance under the grievance procedure of this Agreement grieving the reasonableness of the evaluation. An employee who is promoted to the position of Sergeant from the position of police officer in the City shall be compensated at the next higher Sergeant pay step above the employee's current salary including longevity. An employee who does not receive a step increase under this Section may file a grievance under the grievance procedure of this Agreement grieving the reasonableness of the evaluation. An employee who is promoted to the position of Sergeant from the position of police officer in the City shall be compensated at the next higher Sergeant pay step above the employee's current salary including longevity.

Section 9.2 Longevity Pay Employees with the years of service indicated below shall be eligible to receive longevity pay added to the current rate of pay in accordance with the following schedule. If a Sergeant dies while at work, he will have the 5.5% longevity step added to the current rate of pay.

<table>
<thead>
<tr>
<th>Years of Service Completed</th>
<th>Longevity Pay Computed As a Percent of Employee's Annual Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 years</td>
<td>3%</td>
</tr>
<tr>
<td>14 years</td>
<td>4%</td>
</tr>
<tr>
<td>19 years</td>
<td>5.5%</td>
</tr>
</tbody>
</table>
Section 9.3 Pension Pick-Up Plan The City agrees to maintain a "pension pick-up plan" whereby employees' contributions are made from pre-tax earnings for as long as such plan continues to be permitted by state and federal law.

Section 9.4 Holidays Holidays shall be as follows:

- New Years' Day
- Dr. Martin Luther King Jr.'s Birthday
- Employee's Birthday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- Three Floating Holidays

For approved days off other than sick leave, the employee may designate the type of accrued time off to be charged (e.g., vacation, holiday, compensatory time). Holiday time for holidays will be carried on the Department records as hours rather than days, in the compensatory time bank, and may be carried over from year to year. At the time of separation from City employment the employee shall receive payment of all accrued but unused holiday time that has been transferred to the compensatory time bank.

Employees required to work on New Year’s Day, Dr. Martin Luther King Jr.’s Birthday, Thanksgiving Day, Friday after Thanksgiving, or Christmas Day shall receive pay at time and one-half for all hours worked in addition to the Holiday Compensation addressed in Section 9.5 below.

Section 9.5 Holiday Compensation Employees who are off-duty on a holiday shall receive eight (8) hours' holiday time in their compensatory time bank. Employees who are on-duty on a holiday shall be paid their regular rate of pay for all hours worked and shall receive eight (8) hours' holiday time in their compensatory time bank. Sergeants who are normally scheduled to work on holidays listed in Section 9.4 will work those hours unless the Sergeant requests to take the day off; in that case, the hours off will be charged to the Sergeant's vacation or compensatory time accrual. A Sergeant who is sick on such holidays will have that time off charged to his sick leave accrual.

Section 9.6 Vacations Vacations shall be accrued at the following rates:

| Recruitment through 4<sup>th</sup> year | 2 weeks |
| 5<sup>th</sup> year through 6<sup>th</sup> year | 2 weeks/2 days |
| 7<sup>th</sup> year through 10<sup>th</sup> year | 3 weeks |
| 11<sup>th</sup> year through 14<sup>th</sup> year | 3 weeks/2 days |
| 15<sup>th</sup> year through 20<sup>th</sup> year | 4 weeks |
| 21<sup>st</sup> year | 4 weeks/1 day |
| 22<sup>nd</sup> year | 4 weeks/2 days |
Two (2) years accrual of vacation time may be carried over into the subsequent year. At the time of separation from City employment the employee shall receive payment of all accrued but unused vacation time up to two (2) years accrual. Employees that request a vacation pay-out may not have an accrued balance over their maximum at the time of their payout.

Section 9.7 Uniform Allowance
(a) The City shall provide an annual allowance of one-thousand and no/100 dollars ($1,000) each year of this agreement for the purchase of uniform items. Uniform allowances will be paid on or about April 1 of each calendar year and no receipts will be required.

(b) If changes in uniform or new uniform items are mandated by the City, at City’s initiative, the City shall pay the entire cost of the initial issue of such items; however, if changes in uniform or new uniform items are approved by the City at the request of the Association or of the employees, employees shall be expected to bear the cost of the initial issue. If authorized uniform items are damaged in the line of duty (as distinguished from normal wear and tear), the Chief of Police will give consideration to replacing said damaged uniform items at City expense. Upon promotion to the rank of Sergeant, each new Sergeant will be provided four long-sleeved and four short-sleeved uniform shirts at City expense.

Upon promotion to the rank of Sergeant, each new Sergeant will be provided four (4) long-sleeved and four (4) short-sleeved uniform shirts at City expense.

(c) Effective the first pay period after ratification of this Agreement by both parties, if a Sergeant's bullet-proof vest is out of its warranty period, the City will reimburse the Sergeant up to a maximum of eight hundred and no/100 dollars ($800) for the replacement vest upon submission of a receipt of purchase and return of the out of warranty vest. Upon leaving the City's employ, a Sergeant shall have the right to keep his vest.

Section 9.8 Sick Leave
(a) Employees shall accrue twelve (12) sick days per full year of employment.

(b) Whenever an employee with ten (10) years or more of service retires or has his employment terminated in good standing, the employee shall receive payment of all sick days accrued in excess of two hundred (200) hours to a maximum of four hundred forty (440) hours' pay. Such payment shall be in the form of cash or directed to a designated ICMA-RC Account, or any combination thereof. An employee with over six hundred and fifty (650) hours of sick leave shall be eligible, at time of leaving the bargaining unit, for payment of 100% of sick hours over six hundred and fifty (650). Such payment shall be directed to the PEHP plan. The provisions of this Section shall not be applicable to an employee who is discharged for just cause or who does not give at least two weeks' advanced written notice of the employee's decision to voluntarily retire or otherwise terminate City employment in good standing.

(c) An employee with seventy-five (75) days of sick leave accrued as of January 1 of each year, shall be eligible to receive on January 31 of the immediate following calendar year of each
year payment, vacation or time off equivalent to one hundred percent (100%) of all sick leave
days accrued during that year, but not used during that year, in excess of four (4) days. This
means that if an eligible employee uses eight (8) or more days of sick leave accrued in the
calendar year, the employee shall have no days of entitlement; uses seven (7) days - one (1) day
of entitlement; uses six (6) days - two (2) days of entitlement; uses five (5) days - three (3) days of
entitlement; uses four (4) days - four (4) days of entitlement; uses three (3) days - five (5) days of
entitlement; uses two (2) days - six (6) days of entitlement; uses one (1) day - seven (7) days of
entitlement; uses no days - eight (8) days of entitlement.

(d) In the event an employee dies while employed by the City, neither subsection (b) or (c) of this
Section are applicable; provided, however, that the employee's entire accrued but unused sick leave shall
be paid to the person(s) designated as beneficiary and/or trust fund named on the employee's group life
insurance, or if there is no designation, as required by the City.

(e) Sick leave may be used for absences due to illness, injury, or medical appointment of the
employee’s family members pursuant to and as defined by the Illinois Sick Leave Act (820 ILCS
191/1 et. seq.), or as amended.

Section 9.9 Annual Audit The Police Department will provide a bi-weekly update of each
employee’s balances of compensatory time, floating holiday, sick leave, and vacation leave.
After notification, the employee has thirty (30) days to file any discrepancies with the Police
Department. After this thirty (30) day period, the update shall be considered final. Reasonable
exceptions may be made for an employee who can demonstrate a prolonged absence (e.g.,
FMLA, worker’s comp, military leave).

Section 9.10 Death Benefit In the event of death of an employee in the line of duty, the City shall
pay a death benefit of three thousand and no/100 dollars ($3,000) to the designated group life insurance
beneficiary and/or trust fund named, or if there is no designation, as directed by the City. In addition to
provisions provided by law, for a Sergeant who dies on duty the City shall pay one-hundred percent
(100%) of the health insurance premium for ninety (90) days.

Section 9.11 Pay for Assignment to Work in a Higher Rank Effective January 1, 2018, an
employee who is temporarily assigned to in a higher rank shall be paid an additional $4.50 per
hour for each hour for all hours worked in that capacity.

Section 9.12 Physical Fitness Each year beginning September 2004 and continuing, Sergeants
may voluntarily participate in a physical fitness examination (the P.O.W.E.R. test) administered
by the department. If the employee passes the exam, he will be paid a lump sum of five hundred
and no/100 dollars ($500) as an incentive to maintain physical fitness.

Section 9.13 Educational Compensation For employees who possess a bachelor’s degree or
higher from an accredited college or university, employees will receive an additional one-
thousand nine-hundred ($1,900) stipend effective January 1, 2018, and continuing, to be paid on
the first pay period each February.
ARTICLE 10 HOURS OF WORK AND OVERTIME

Section 10.1 Application of Article This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 10.2 Normal Work Week and Work Day The normal workweek shall average forty (40) hours per week, but in some weeks employees shall work more than forty (40) hours and some weeks less than forty (40) hours. The normal workday shall be eight (8) hours, plus a thirty (30) minute unpaid lunch period each day, subject to emergency work duties. Sergeants as a part of their administrative duties to prepare for roll call or other administrative responsibilities, shall report one-quarter hour (¼) hour before their tour of duty and in some cases requiring them to stay a one-quarter hour (¼) hour after their tour of duty to handle supervisory/administrative matters. For this, Sergeants shall be compensated at one-half (½) hour of compensatory time for each day worked at the straight time calculation. The shifts, workdays and hours to which employees are assigned shall be stated on a departmental work schedule. Should it be necessary in the interest of efficient operations to establish different shift starting or ending times or schedules, the City will provide as much advance notice as possible of such change to the individuals affected.

Section 10.3 Overtime Employees shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked beyond eight (8) hours in a work day. Vacation, sick time, holidays or other absences from work, paid or unpaid; will not be considered as hours worked for the purposes of calculating overtime. Overtime shall be paid in fifteen (15) minute increments using FLSA rounding rules.

Section 10.4 Compensatory Time An employee who is entitled to time and one-half pay under this Agreement may elect compensatory time at time and one-half rate, in lieu of pay, by giving advance notice to the City. The maximum compensatory time accumulated shall be five hundred (500) hours. At the time of separation from City employment, the employee shall receive payment of all accrued but unused compensatory time. An employee with accrued compensatory time may make advance request for time off (in minimum increments of 15 minutes) and time off will be approved by the City based upon departmental needs. Employees in the rank of Sergeant prior to May 1, 2011 may keep the current compensatory time bank accrued, which may exceed five hundred (500) hours with the combination of the holiday and compensatory time banks. The specific limits of maximum hours or grandfathered balance that may be in a member’s bank are included in Attachment A to the Memorandum of Understanding (MOU). If at any time a member’s grandfathered balance falls below the five hundred (500) hour maximum, then the five hundred (500) maximum shall apply going forward and the grandfathered status shall be forfeited.

New employees to the unit are subject to the five hundred (500) hour maximum for the combined compensatory time bank. New employees to the unit will be paid out any hours in excess of the five hundred (500) hour maximum prior to entering the unit. Any existing Sergeant who does not meet the five hundred (500) hour combined maximum as of May 1, 2011 will be subject to the new limit. Any hours of compensatory time exceeding the five hundred (500) hour...
maximum, pursuant to the MOU and Attachment A, as of December 31 of each calendar year will be paid out by the end of February of the immediate following calendar year.

An employee may request a payout of up to two hundred (200) hours per year from accumulated compensatory time, which may be in addition to the annual payout for hours over five hundred (500). Requested payouts will be based on a first come first served basis and simultaneous requests will be based on seniority. Payouts are subject to annual available funding set by the Chief of Police. Payouts made as a result of a new member entering the bargaining unit to bring that member in line with the five hundred (500) hour maximum and the MOU on Compensatory Time Banks shall be made separate and apart from the discretionary payments indicated above.

Section 10.5 Hireback When an employee is hired back there shall be a minimum pay guarantee of four (4) hours' pay at time and one-half, or if hired back on the July 4 holiday, the Halloween holiday, or the New Year's holiday (Eve or Day), a minimum pay guarantee of four (4) hours' pay at two (2) times their regular rate of pay. Supervisory hire back will first be offered to the rank of Sergeant, within the respective shift or unit, before it is offered to other Command ranks.

Section 10.6 Court Pay An employee, who is required to appear for off-duty court appearance or off-duty proceedings, shall receive time and one-half for all hours actually worked, or a minimum guarantee of four (4) hours pay at straight time, whichever is greater, under the following situations:

(a) Morning Court Call. Employee on afternoon shift, midnight shift, or on a day off;

(b) Afternoon Court Call. Employee on midnight shift, on a day off or on an afternoon shift which begins at or after 4:00 p.m.; and

(c) Afternoon Court Call. If the employee is on an afternoon shift which begins before 4:00 p.m., the court hour minimum shall not be applicable, but the employee shall receive time and one-half pay until the beginning of the shift, even if the court appearance ends before the beginning of the shift.

(d) Off-Duty Proceedings. If required to attend any of the following proceedings in a supervisory capacity while off duty, the employee shall receive a minimum of four (4) hours' pay at straight time, or pay for hours worked at time and one-half, whichever is greater; (a) pre-disciplinary meetings; (b) OPS investigations; and (c) Accident Review Board meetings. An employee shall not be eligible for more than one minimum guarantee of four (4) hours per day. In the event it is necessary for an off-duty employee to come to the station in order to obtain evidence for the court appearance, that employee will receive an additional half-hour before and after court for travel time.

Section 10.7 No Pyramiding Overtime shall not be paid twice for the same hours worked.

Section 10.8 Hearings/Investigations This Section shall apply to investigations which do not fall under the qualifications set forth in Section 10.6 of this Agreement. An employee who attends any of the following proceedings during off-duty time shall receive time and one-half pay.
for time spent in the proceeding, with a minimum of two (2) hours’ pay at time and one-half: (a) pre-disciplinary meetings; (b) OPS investigation; and (c) Accident Review Board meeting. There shall be no pay, however, if at the employee's request the proceeding is continued or rescheduled to a later date. Pay under this Section applies only to the employee himself and not to witnesses.

Section 10.9 Shift Assignments Sergeants that are assigned to the midnight shift (1st Watch) shall not be assigned to that shift for more than two consecutive years. Sergeants may request a third year, which may or may not be granted by the Chief of Police or his designee.

Section 10.10 Calculation of Regular Hourly Rate of Pay Effective the first payroll period beginning after June 1, 1996, longevity pay shall be included in an employee's base salary for purposes of determining an employee's regular hourly rate of pay which is used to calculate overtime pay and any other benefits which are based on an employee's regular hourly rate of pay. The practice of paying longevity as a lump sum on June 1 shall be discontinued after the June 1, 1996 payment.

Section 10.11 Cancellation of Days Off When an employee's day off is cancelled for operational needs, the employee will be paid double time for all hours worked.

Section 10.12 Random Drug Testing Policy In addition to the provisions in Section 8.3 above and any General Orders relating to drug and alcohol testing, each member of the bargaining unit shall be included in a department-wide lottery conducted by an outside agency, not more than two (2) times per year for random drug testing. No more than fifty percent (50%) of the department will be tested in any one (1) year.

ARTICLE 11 INSURANCE

Section 11.1 City Group Life Insurance
(a) The City shall provide each employee with group life insurance in an amount equal to the employee's annual salary, rounded up to the nearest five hundred dollars ($500) for the term of this Agreement.

(b) An employee who is eligible for group life insurance under subsection (a) of this Section shall have the option to reject additional optional life insurance which may be offered by the City's insurance carrier (under rules of that carrier) so long as the employee pays the entire premium, which may change from time to time. The election and/or continuation of optional insurance is solely an employee's individual decision.

Section 11.2 City Group Health Insurance Plans (Plan design changes normally take effect at the same time as contribution changes). Effective August 1, 2013 and for the term of this Agreement, employees may participate in one of the below medical insurance plan(s) maintained by the City. If the City determines that one of these plans shall no longer be in effect, or if the City adds a new plan, employees shall have the right to switch to another plan on a non-medical basis under rules established by those plans.
<table>
<thead>
<tr>
<th></th>
<th>PPO1</th>
<th>PPO2</th>
<th>HMO IL &amp; BA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible (sing/fam)</td>
<td>$500/$1500</td>
<td>$1000/$2000</td>
<td>n/a</td>
</tr>
<tr>
<td>Coinsurance (in/out net)</td>
<td>90%/70%</td>
<td>80%/0%</td>
<td>n/a</td>
</tr>
<tr>
<td>Office Visit Copay</td>
<td>$30</td>
<td>$30</td>
<td>$30</td>
</tr>
<tr>
<td>ER Copay</td>
<td>$150</td>
<td>$150</td>
<td>$150</td>
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<td>Prescription Drug co-pay (30 day)</td>
<td>$10/$25/$40</td>
<td>$10/$25/$40</td>
<td>$10/$25/$40</td>
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<tr>
<td>Prescription Drug co-pay (90 days)</td>
<td>$20/$50/$80</td>
<td>$20/$50/$80</td>
<td>$20/$50/$80</td>
</tr>
</tbody>
</table>

(b) Health Insurance Contributions made by employees will be based on a percentage of funding premiums that will be set by 10/1 of each year. Increases to union member contributions will be limited to a ten percent (10%) increase. If the total funding premium increases by more than ten percent (10%) in a given year, the union member contribution for the following year will be capped at a ten percent (10%) increase. For all subsequent years union member premiums will continue to increase within the cap in order to “catch up” to the originally agreed upon percentage contribution rates. Effective August 1, 2013 employees covered by these plans will contribute the following percentage (%) of total premium cost, which shall be deducted from their employee paychecks:

<table>
<thead>
<tr>
<th>TIER</th>
<th>10%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td></td>
</tr>
<tr>
<td>Employee + 1 or 2 children</td>
<td>8%</td>
</tr>
<tr>
<td>Employee + Spouse/DP</td>
<td>9%</td>
</tr>
<tr>
<td>Family</td>
<td>10%</td>
</tr>
</tbody>
</table>

The contribution amounts for the Employee + 1 or 2 children and Employee + Spouse/DP tiers will be calculated as a percentage of the total family premium cost.

Note: Parent + Child(ren) is defined as a single adult + a child or two children. Single + Spouse is defined as two married adults.

(c) An employee who retires during the term of this Agreement and is eligible for an immediate or deferred pension under the Police Pension Fund may elect employee-only or family coverage under the City's Medical Insurance Plan by paying the entire group premium cost, which may increase from time to time. Payment shall be by means of deduction from the pensioner's Police Pension Fund check.

**Section 11.3 Terms of Policies to Govern** The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.
Section 11.4 Opt-out Plan An employee who does not desire City group medical insurance coverage because that employee is covered under a group plan elsewhere may elect to opt out of the City's insurance plan and receive an annual payment of one thousand eight hundred dollars ($1,800).

Section 11.5 Line of Duty Death In the event an employee with dependent medical coverage is killed in the line of duty, the employee's spouse shall receive dependent medical coverage applicable to other employees covered by this Agreement, which may change from time to time, paid for by the City. The coverage under this Section shall continue until remarriage, until the spouse is eligible for Medicare or until the spouse is covered by the spouse's own group medical insurance plan (i.e., if the spouse is employed), whichever occurs sooner.

Section 11.6 Medical Insurance/Line of Duty Disability In the event an employee is absent from work because of line of duty disability, the City shall pay the entire group medical insurance premium for the duration of the employee’s line of duty disability, but not beyond the date that an employee retires or ceases to be an employee.

Section 11.7 Section 125 Plan The City agrees to maintain a Section 125 Plan for employees' contributions under this Article as long as such Plan continues to be permitted by State and Federal law.

Section 11.8 Dental Plan Employees covered by the City Group Health Insurance Plan described in Section 11.2 shall be eligible to elect coverage under the City dental plan, single or family coverage. The employee shall pay one-hundred percent (100%) of the premium cost for both single and family coverage, which premium may increase from time to time.

Section 11.9 Post-Employment Health Plan The City agrees to establish a post-employment health plan for members of the bargaining unit. Employees agree that each year they will contribute thirty-two (32) hours of accrued sick time and compensatory time, for a total of sixty-four (64) hours of time to the plan by the end of the second pay period of November of each year as the total contribution for said year.

ARTICLE 12 TERMINATION AND LEGALITY CLAUSES

Section 12.1 Savings If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provision(s) for those provision(s) held invalid or unenforceable.

Section 12.2 Entire Agreement This Agreement constitutes the entire agreement between the parties and concludes collective bargaining on any subject, whether included in this Agreement or not, for the term of this Agreement, except as otherwise provided by statute.
**Section 12.3 Term** This Agreement shall be effective January 1, 2018 and shall terminate at 11:59 p.m. on December 31, 2018. Not earlier than September 1, 2018 either the City or the Association may give written notice to the other party by registered or certified mail of its desire to negotiate modifications to this Agreement, said modifications to be effective January 1, 2019, unless mutually agreed otherwise.

**Section 12.4 Continuing Effect** Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached.

CITY OF EVANSTON:

Wally Bobkiewicz  
City Manager  

Richard Eddington  
Chief of Police  

Erika Storlie  
Assistant City Manager  

EVANSTON POLICE SERGEANTS ASSOCIATION:

Dennis Prieto  
Sergeant  

Elizabeth Glynn  
Sergeant  

Charlotte Hart  
Sergeant  

Kevin S. Krug  
Northern Field Supervisor
MEMORANDA OF UNDERSTANDING

Reduction in Rank Due to Layoffs

The City agrees that if in the future a layoff of a covered member is implemented, the reduced Sergeant, who will be the Sergeant with the least amount of service in the rank, will be placed back in his former position as a Police Officer. The member’s pay and longevity step shall be based on if the member would have remained as a Police Officer. If the member’s pay is above the top pay of a Police Officer, then the member shall be paid at the highest step in the pay range for Police Officer. If the member’s pay is within the pay range for Police Officer, then the member shall be paid the closest pay to his current pay, within the range for Police Officer, which does not result in a pay reduction. Any member returned to a lower rank as a result of a layoff will be first on the list when the next promotional opportunity occurs. This Memorandum of Understanding applies to layoffs only.

Use of Outside Counsel for Bargaining Unit Members

A member of the bargaining unit, who is named as a defendant in any matter before a Federal and/or State Court, may request the use of outside counsel of the member’s choosing, providing the member was acting in good faith within the scope of his official duties, which gave rise to the lawsuit. Such a request shall be directed in writing to the City’s Corporation Counsel, who will have the final say in whether or not outside counsel is used and if the suggestion made for a particular Attorney by the member is acceptable. The City’s Corporation Counsel shall agree upon the amount of compensation that shall be paid to the chosen Attorney and negotiate the terms of the engagement.

Compensatory Time Caps

The Memorandum of Understanding (MOU) is agreed to by and between the parties of City of Evanston (hereinafter also known as the “Employer”) and the Illinois Fraternal Order of Police Labor Council (hereinafter also known as the “FOP”) to address Article X - Hours of Work and Overtime, Section 10.4 Compensatory Time in the Collective Bargaining Agreement January 1, 2018 through December 31, 2018 and continuing between the parties. All other Sections in Article X shall remain as written in the Collective Bargaining Agreement. The parties to the MOU agree to the following understanding of the current practice and utilization of Section 10.4 Compensatory Time and such understanding shall be made part of the Agreement between the parties and continuing on when dealing with the excess balances as denoted on Attachment A as of November 1, 2017. The parties agree (Employer and FOP) that the intent of the MOU is as follows:

The covered members who have an excess balance of combined Holiday and Compensatory time over the established caps for each individuals as denoted as of November 1, 2017 in Attachment A will have from the execution of this Labor Agreement by all parties until December 31, 2017 to either have the denoted excess balance (in hours) as indicated in Attachment A placed into qualified plans or receive payouts pursuant to the hourly wage rate of pay established for the
individuals listed on Attachment A as of November 1, 2017.

This MOU will be made part of the Collective Bargaining agreement, until December 31, 2018 pertaining to excess balances listed on Attachment A, Compensatory Time Caps, and in accordance with Section 10.4.

**Furlough Days**

The City agrees to restore every Sergeant eight (8) hours of vacation time previously deducted in 2017 no later than one (1) month after the effective date of this Agreement. The Union agrees to withdraw the current grievance (GR171003INQQ) and any and all pending or future administrative actions, including S-CA-18-077 pending before the Illinois Labor Relations Board, filed on behalf of the Sergeants. The City agrees that such withdrawal of the grievance or other administrative proceedings on behalf of the Sergeants does not, and will not, establish precedence on any current or future grievances or other administrative proceedings processed for similar challenges of furlough days or any forced reduction in benefit time banks. The City further agrees that it will not use or present the FOP Sergeant Union’s acceptance of the above for any successor Labor Agreement in any administrative proceedings, arbitration, interest arbitration, involving the Sergeants CBA or any other unit covered by the Illinois Fraternal Order of Police, Labor Council.

**Drug and Alcohol Testing**

The Union and the City agree to bargain over any and all General Orders impacting the Drug and Alcohol Testing policy addressed in Section 8.3 above. All General Orders will be consistent with 50 ILCS 727, the Police and Community Relations Improvement Act.

**Additional Compensatory Time**

Within one (1) month of the effective date of this Agreement, the City will deposit 24 hours into each employee’s compensatory time bank as a one-time consideration. These hours will be used consistent with Section 10.4 above.
### Attachment A – Compensatory Caps – Section 10.4

<table>
<thead>
<tr>
<th>Employee</th>
<th>Comp Time Balance as of 11/1/17</th>
<th>Max Compensatory Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>MULLIGAN, GENE</td>
<td>1,089.75</td>
<td>960 hours</td>
</tr>
</tbody>
</table>
Memorandum

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

From: Erika Storlie, Asst. City Manager/Interim Director of Comm. Development
      Kimberly Richardson, Interim Director of Administrative Services
      Jennifer Lin, HR Division Manager
      Brian Scott, Fire Chief

Subject: 2017-18 IAFF Contract

Date: April 18, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a two-year collective bargaining agreement between the City and the International Association of Fire Fighters Union (IAFF), Local 742.

Livability Benefits:
Economy & Jobs: Support Quality Jobs and Shared Prosperity

Summary:
The City is seeking approval to enter into a two-year collective bargaining agreement with IAFF Local 742 for 1/1/2017-12/31/2018. The gross wage increase (GWI) contemplated in the two-year contract is 2.75% for 7/1/2017-12/31/2017 and 3% for 1/1/2018-12/31/2018, consistent with the AFSCME and FOP Patrol contracts. The higher GWI in 2018 was to account for the significant plan design changes made to all health insurance plans effective January 1, 2018. The contract negotiations had gone to arbitration, and an arbitration order was entered on March 14, 2018.

In exchange for a 0% GWI for 1/1/2017-6/30/2017, the City agreed to credit members with 30 hours of compensatory time as a one-time consideration. The City also agreed to return vacation time which had been deducted in 2017 for the furlough day in exchange for the union withdrawing its complaint filed with the Illinois Department of Labor and the accompanying union grievance.

Other than the above, the two-year contract largely remains the same. Negotiations for the next contract will start in the Fall of 2018.

Attachments:
IAFF Union Contract 1/1/2017-12/31/2018 Draft
AGREEMENT

Between

CITY OF EVANSTON, ILLINOIS

And

EVANSTON FIRE FIGHTERS ASSOCIATION
LOCAL NO. 742
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO-CLC

January 1, 2017

through

December 31, 2018
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THIS AGREEMENT is entered into by and between the CITY OF EVANSTON, ILLINOIS (hereinafter called the “City” or “Employer”) and EVANSTON FIRE FIGHTERS ASSOCIATION, LOCAL NO. 742, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO-CLC (hereinafter called the “Union” or “Association”).

WHEREAS, it is the purpose of this Agreement to increase general efficiency in the Fire Department, to maintain the existing harmonious relationship between the Fire Department and its employees and to promote the morale, rights and well-being of the members of the Fire Department, and to resolve grievances and prevent strikes or other disruption of work; and

WHEREAS, the Fire Department and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct, in order that they may merit the respect and confidence of the general public.
ARTICLE I
Recognition and Representation

Section 1.1. Recognition and Representation.
The City recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all uniformed classifications, including the rank of Shift Chief, below the rank of Assistant Fire Chief.

Section 1.2. Probationary Employees.
Probationary employees are covered by this Agreement; provided, however, that probationary employees during the first twelve (12) months of employment may be terminated or otherwise disciplined at the sole discretion of the City and such action shall not be subject to the grievance or arbitration procedure of this Agreement. This probationary employment period may be extended for an employee who is required as a condition of employment to be a certified paramedic, during which time the sole reason that an employee may be discharged without cause or a hearing is for failing to meet the requirements for Paramedic certification as provided in Sections 15.1 and 15.5.
ARTICLE II
Union Membership and Checkoff

Section 2.1. Fair Share.

Employees covered by this Agreement who are Union members as of the effective date of this Agreement, shall be required to maintain membership in the Union or if not members to pay, in lieu of dues, a fair share fee consisting of their proportionate share of the collective bargaining process, contract administration, and pursuit of matters affecting wages, hours and other conditions of employment. Employees hired on or after the effective date of this Agreement who elect not to become members of the Union shall also be required, following the completion of their probationary period, to pay a fair share fee. The amount of the fee shall be certified to the City by the Union, and fair share deductions shall be made at the same time and in the same manner as dues checkoff deductions under Section 2.2.

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

Section 2.2. Checkoff.

Upon receipt of a signed authorization from an employee in the form set forth in Appendix “A”, the City agrees for the duration of this Agreement to deduct from such employee’s pay uniform monthly dues and uniform assessments (which may include a uniform amount to cover house dues if the Association so elects). The Union will notify the City in writing of the amount of the uniform dues or uniform assessments to be deducted. Deductions shall be made on the second City payday of each month and shall be remitted, together with an itemized statement, to the Treasurer of the Association no later than seven (7) days following the deduction.

Section 2.3. Indemnification.

The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.
ARTICLE III
No Discrimination

Section 3.1. General.
Neither the City nor the Union shall discriminate against any employee because of race, creed, color, sex, national origin or Union activity. The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 3.2. Political Activity.
Employees shall have the right to engage in political activities, including to identify themselves as members of the Evanston Fire Department, as long as they engage in such activities while they are off-duty and not in uniform and as long as they do not represent that their positions are positions that are sanctioned by the City or the Evanston Fire Department and make no threats and promises to voters concerning the delivery of services provided by the Evanston Fire Department.
ARTICLE IV
Management Rights

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

Section 5.1. Definition.
Seniority is defined as the employee’s length of continuous service since his last date of hire, plus periods of prior service with the City’s Fire Department, but in no event including any service as a temporary employee. Seniority shall be determined from the following:

a. Date of hire
b. Placement on eligibility list

For those employees hired under category grouping, the following shall be used:

i. Date of hire
ii. Category group placement
iii. Date of original employment application
iv. Coin toss

Section 5.2. Layoff and Recall.
In the event of layoff, the employee or employees with the least service in the classification shall be laid off. If a member of a particular classification is removed from his classification under the preceding sentence, he shall displace the least senior member in the last civil service rank the removed or displaced member held prior to his last promotion until the least senior Firefighter is displaced and laid off. When the City decides to recall to any classification reduced by layoff, it will recall any displaced or laid off employees to the positions affected in inverse order of removal, before making any new promotions or appointments.

Section 5.3. Vacation Selection on Scheduling Vacation.
When the City schedules vacations, employees shall be given preference as to vacation selection on the basis of seniority in the Fire Department (not within rank) and by shift to the extent that such scheduling will not interfere with Fire Department operations. Vacation days must be scheduled in no less than 24-hour increments. Employees shall be permitted an unlimited number of vacation picks, so long as such scheduling is consistent with the following sentence: The total number of employees scheduled off per shift for Kelly Days under Section 10.1 and vacation days shall be six employees (unless fewer vacation requests are received) except that only three (3) employees in the rank of Fire Captain or Shift Chief may be scheduled off for vacation on any shift.

The City reserves the right to suspend and reschedule vacations and recall personnel during periods of extreme emergencies such as periods of conflagrations, riots, natural and man-made disasters, war, civil strife, injury, illness or sickness of a large number of the Fire Department employees.
ARTICLE VI
Grievance Procedure

Section 6.1. Definition of Grievance.
A grievance is a difference of opinion between an employee or the Union and the City with respect to the meaning or application of the terms of this Agreement, or with respect to inequitable application of the Personnel Rules of the City or with respect to inequitable application of the Rules of the Fire Department.

Section 6.2. Grievance Committee: Stewards.
The Union shall appoint a Grievance Committee of not more than three (3) members to attend grievance meetings scheduled pursuant to Step 2 and Step 3. The Union may appoint nine (9) Stewards to participate in the grievance procedure to the extent set forth in Step 1 of the grievance procedure. The Union shall notify the Fire Chief in writing of the names of employees serving on the Grievance Committee and as Stewards. By mutual agreement between the City and Union, the parties may be represented by non-employee representatives at Step 3 of the grievance procedure.

Section 6.3. Grievance Timing.
The Grievance Procedure set forth in this Section applies to employees covered by this Agreement. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within twenty-one (21) calendar days of the occurrence of the event giving rise to the grievance or within twenty-one (21) calendar days of the date the employee knew or reasonably should have known of the event giving rise to the grievance. A grievance shall be processed as follows:

STEP 1: Written to Deputy or Division Chief: The Union may, within the time limits set forth above, file a written grievance signed by the employee and his Steward on a form provided by the City setting forth the nature of the grievance and the contract provision(s) involved. The Deputy or Division Chief designated by the Fire Chief to hear Step 1 grievances shall give a written answer in ten (10) calendar days after receipt of the written grievance.

STEP 2: Appeal to Chief: If the grievance is not settled in Step 1 and the Union decides to appeal, the Grievance Committee shall, within ten (10) calendar days from receipt of the Step 1 answer, appeal in writing to the Fire Chief. The Grievance Committee and the Fire Chief will discuss the grievance within thirty (30) calendar days, at a mutually agreeable time. If no agreement is reached in such discussion, the Chief will give his answer in writing within ten (10) calendar days of the discussion.

STEP 3: Appeal to City Manager: If the grievance is not settled in Step 2 and the Union decides to appeal, the Grievance Committee shall, within ten (10) calendar days after receipt of the Step 2 answer, file a written appeal to the City Manager. If the grievance involves a disciplinary suspension of seventy-two (72) hours or more, a demotion, or a discharge, there shall be a Step 3 meeting and a Step 3 answer from the City Manager. On all other grievances, the City Manager may elect not to hold a Step 3 meeting, in which event the City Manager shall advise the Union in writing within ten
(10) calendar days of receipt of the Step 3 appeal that the Step 2 answer of the Fire Chief is the final City answer in the grievance procedure, at which point the Union may appeal the grievance to Step 4, Arbitration, if the Union so chooses. In cases where the City Manager will hear a Step 3 grievance, a meeting between the City Manager, or his designee, and the Grievance Committee will be held at a mutually agreeable time, generally within thirty (30) calendar days. If no settlement is reached at such meeting, the City Manager, or his designee, shall give his answer in writing within twenty-one (21) calendar days of the meeting.

**STEP 4: Arbitration.** If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the City Manager within twenty-one (21) calendar days after receipt of the City’s answer in Step 3. The parties shall attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois, Wisconsin or Indiana. Both the Employer and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name; provided that either party before striking any names, shall have the right to reject one panel in its entirety. The process will be repeated twice and the remaining named person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place for hearing, subject to the availability of the City and the Union representatives. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him and his decision and award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision and award of the arbitrator, which conforms with his authority, shall be final and binding upon the City, the Union and the employee or employees involved. The costs of the arbitration, including the fee and expenses of the arbitrator, shall be divided equally between the City and the Union. The City and the Union shall each be responsible for compensation of their own witnesses and/or representatives who attend arbitration hearings; provided, however, that the grievant shall be released from duty if necessary to attend such hearing without loss of pay. One (1) Union representative and any additional Union witnesses shall be released from work pursuant to Section 13.2, Exchange of Duty, to attend the arbitration hearing.

**Section 6.4. Time Limits.**

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.3. If a grievance is not appealed within the time limits for appeal set forth above, or at least reasonably close to those time limits, it shall be deemed settled on the basis of the last answer of the City, provided that the parties may agree to extend any time limits. If the City fails to provide an answer within the time limits so provided, the Union may immediately appeal to the next Step.
Section 6.5. Investigation and Discussion.

All grievance discussions and investigations shall take place in a manner which does not interfere with City operations. Generally, grievance meetings will be held during working hours.

Section 6.6. Civil Service.

It is understood that matters subject to Civil Service are not subject to this grievance procedure, except as provided in Section 6.8, Disciplinary Grievances. This provision shall not be construed as limiting or removing any Union right to bargain with respect to matters that remain subject to Civil Service (i.e., other than disciplinary grievances) in any negotiations relating to successor contracts.

Section 6.7. Disciplinary Meetings.

No meeting between the City and/or its designee and an employee held for the purpose of discussing actual disciplinary matters shall take place unless the employee and a designated Association representative have been provided with a two-hour notice of the time, place and purpose of the meeting. An Association representative shall be present at all such meetings. If said representative is not present, the employee shall not be required to participate in said meeting and the employee shall not be discharged or otherwise disciplined for said refusal. Nothing in this Agreement shall waive and/or abridge any employee’s rights, benefits or protections under the Firemen’s Disciplinary Act of Illinois, 50ILCS 745/et seq.

Section 6.8. Disciplinary Grievances.

Unless the first disciplinary offense is sufficiently serious to warrant discharge, discipline in the Fire Department shall be progressive and corrective, designed to improve behavior and not merely to punish. Where the City believes just cause exists to institute disciplinary action, the Employer shall have the option to assess the following penalties:

- Oral reprimand
- Written reprimand
- Suspension
- Demotion
- Discharge

It is understood that the foregoing disciplinary steps may be repeated and/or certain progressive disciplinary steps may be omitted, depending upon the seriousness of the offense.

Grievances may be filed with respect to the just cause of any disciplinary action (other than an oral reprimand) taken against an employee. If an employee is suspended or discharged, a grievance protesting the suspension or discharge shall be filed in the first instance at Step 3 of the grievance procedure within ten (10) calendar days of the imposition of discipline, and shall thereafter be processed in accordance with Section 6.3 of this Agreement. If the discipline involves a disciplinary suspension of 72 hours or more or demotion or discharge, the parties will request an arbitration panel pursuant to
the grievance/arbitration procedure of this Agreement when the grievance is filed at Step 3, if the Union so requests in writing.

Discharge and disciplinary suspensions shall be subject to review under the grievance procedure up to and including arbitration. Disciplinary actions shall be subject to review under the grievance procedure only. Such review procedures are in lieu of and expressly supersede and preempt the employee notification and appeal procedures of the City Civil Service Commission. Such contractual review procedure shall be the sole and exclusive method of reviewing all disciplinary action.
ARTICLE VII
No Strikes – No Lockouts

The Union, its officers and agents, and the employees covered by this Agreement agree
not to instigate, promote, sponsor, engage in, or condone any strike, slowdown,
conzerted stoppage of work or any other intentional interruption of operations. Any or
all employees who violate any of the provisions of this Article may be discharged or
otherwise disciplined by the City. The City will not lock out any employees during the
term of this Agreement as a result of a labor dispute with the Union.
ARTICLE VIII
Leaves of Absence

Section 8.1. Union Leave.
Leaves of absence shall be granted, to the extent that there is no interference with normal operations of the Fire Department, to employees who are elected, delegated or appointed to attend State or National seminars or conventions of the International Association of Fire Fighters, and other Labor Affiliation conventions and meetings, including but not limited to State AFL-CIO Conventions, Associated Fire Fighters of Illinois Conventions and District Meetings. Absence from an employee’s regular shift because of said leave shall be paid by the City, but not to exceed a total of fourteen (14) twenty-four (24) hour shifts per year for the bargaining unit for the term of this Agreement. Any request for such leaves shall be submitted in writing by the Union to the Fire Chief and shall be answered in writing, no later than five (5) calendar days following the request. Furthermore, the City will attempt to comply with employee requests to schedule holiday and vacation time off to coincide with a Union convention or educational conference. An employee who takes extended leave for full-time Union work shall hold reemployment rights for two (2) years to be reemployed in the first available vacancy. These rights may be extended by mutual agreement between the City and Union.

Section 8.2. Short-Term Military Leave.
Any employee who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence for the period of such activity and shall suffer no loss of seniority rights. During leaves for annual training, the employee shall continue to receive his or her regular compensation. During leaves for reserve/guard basic training and up to 60 days of special or advanced training, if the employee’s compensation for military activities is less than his compensation as an employee, he shall receive his regular compensation as a public employee minus the amount of his or her base pay for military activities provided the employee provides proof of what he was paid during his reserve/guard training. For weekend military leave, the employee shall have the option of: (a) being allowed the necessary time off without pay; or (b) arranging a duty trade.

Section 8.3. Active Military Service.
An employee who enters into the active service of the Armed Forces of the United States while in the service of the City shall be granted a leave of absence for the period of such service.

For employees who are members of the reserves or National Guard who are mobilized to active military duty as a result of an order of the President of the United States, the City will provide compensation during such leave equivalent to the difference between the employee’s regular pay and the total compensation received for the period of service, less any allowance for travel, lodging or food. The City agrees to maintain the medical insurance and coverage (single or family) in which the employee is enrolled when called to active duty, minus the regular employee contribution.
Employees ordered to active duty will present their orders to their supervisor as soon as possible, but not later than within three (3) working days of receipt of such orders, and shall place their request for Active Military Service leave in writing. To the best of the ability of the employee and the City, the terms and conditions of such Active Military Service will be placed in writing prior to the employee leaving for active duty; if not possible, the information will be mailed to the employee’s designated agent (spouse or other individual) and that person will be authorized by the employee to act on his behalf on those matters while the employee is on active duty. Employees discharged from the Armed Forces must report ready for assignment within ninety (90) days following said discharge. The City shall have up to fourteen (14) days from the date of application to place such returning serviceman. Employees covered under this Section shall be credited with the seniority which would have accumulated during time spent in the Armed Forces. Nothing in this section will prohibit the City from acting in accordance with any federal or state-enacted legislation.

Section 8.4. Education Leave.

Employees may be granted, upon request, a leave of absence not to exceed one (1) year for educational purposes, without pay. If leave granted under this Section is for education which is related to fire service, seniority shall accumulate during said leave. Leave under this Section may be extended upon mutual agreement of the City and the employee. The City has the right to require a transcript to prove that the employee satisfied the education leave requirement.

Section 8.5. Personal Leave.

An employee with one (1) year of service in the Department may be granted an unpaid personal leave of absence not to exceed one (1) year. If the leave is thirty (30) calendar days or less, seniority shall accumulate, group insurance shall continue as set forth in Article XI and the employee shall be reinstated to his former position. If the leave is over thirty (30) calendar days, seniority shall not accumulate, the employee may continue group insurance by paying the entire premium, and the employee shall be eligible for rehire ahead of all other new hires for one (1) year after termination of the leave. Leaves granted under this Section shall be at the discretion of the Fire Chief. The Department may establish procedures to administer the personal leave policy.

Section 8.6. Family and Medical Leave.

Banked Time: Refers to either vacation or sick leave that was accumulated prior to January of the current year.

Accrued Time: Refers to either vacation or sick leave that is being accumulated between January 1 and December 31 of the current year.

(a) General Conditions:
(1) An employee may request leave under the Family and Medical Leave Act.
(2) A leave year for purposes of FMLA shall be the calendar year.
(3) All employees who meet the applicable hours of work requirement during the preceding twelve (12) month period of employment shall be granted a
total of twelve calendar weeks of family and/or medical leave during each calendar year for the following reasons:

i. the birth of an employee’s child and in order to care for the child;
ii. the placement of a child with an employee for adoption or foster care;
iii. to care for a spouse, child, or parent who has a serious health condition; or
iv. a serious health condition that renders the employee incapable of performing the functions of his job.

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

(5) The employee will be required to provide advance leave notice and medical certification. The taking of FMLA leave may be denied if requirements are not met. If the need for Family Medical Leave is foreseeable, the employee shall give the City at least 30 days prior written notice if possible. Where the need for leave is not foreseeable, the employee shall notify the City as soon as practicable, generally within one to two business days of learning of the need for leave.

(6) The employee will be required to submit appropriate certifications concerning the reason for using FMLA leave or the reason for failure to return to work at the conclusion of an FMLA leave, in accordance with the FMLA.

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

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

(9) Employees on FMLA leave must notify the City in writing at least fourteen (14) calendar days prior to when they wish to return to work, so that arrangements for a fitness for duty report, if required, may be made efficiently.

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

(11) Definition of terms will be that as stated in the Family and Medical Leave Act.

(b) FMLA leave due to the birth of a child, placement of a child for adoption or foster care: An employee who requests FMLA leave due to giving birth may use accrued sick leave, banked sick leave, accrued vacation, banked vacation, donated sick leave or compensatory time to be designated by the employee prior to the leave.

The employee must specify in advance the amount of paid leave to be used.
If the employee exhausts all the leave as stated above, the employee will then be on an unpaid FMLA leave basis, which leave will not exceed twelve calendar weeks in a calendar year. The employee must return to work at the conclusion of the FMLA leave, unless she is medically unable to return to work. In such cases, the conditions specified in subsection (d) shall apply.

Employees not giving birth may request FMLA leave following the birth of a child or placement of a child for adoption or foster care. Such FMLA leave will not exceed twelve calendar weeks in a calendar year. The employee may use accrued vacation or compensatory time for some or all of the FMLA period. If the employee does not have sufficient accrued vacation or compensatory time for the full FMLA leave requested, the balance will be on an unpaid basis. The employee must return to work at the completion of the FMLA, or his employment will be terminated. The employee may use up to three (3) working days of banked sick leave not to be considered part of the FMLA. If the employee has no banked time available, annual accrued time may be used.

(c) FMLA leave for an immediate family member with a serious health condition: An employee may request FMLA leave to care for an immediate family member (employee’s spouse or child, employee’s parent, or spouse’s parent) with a serious health condition. Such FMLA leave will not exceed twelve calendar weeks in a calendar year; the employee may use accrued sick leave, banked sick leave, accrued vacation, banked vacation, donated sick leave, or compensatory time in this order, for some or all of the FMLA. If the employee exhausts all leave as stated above, the balance will be on an unpaid basis. The employee must return to work at the completion of the FMLA, or his employment will be terminated.

(d) FMLA leave for the employee’s own serious health condition: An employee requesting FMLA leave for his own serious health condition must first use any or all of his accrued sick leave; if an employee has used up all his accrued sick leave the employee may, at the employee’s option, use banked sick leave, accrued vacation, banked vacation, donated sick leave and/or compensatory time may be used in this order. If the employee exhausts all leave as stated above, the employee will then be on FMLA leave on an unpaid basis not to exceed twelve calendar weeks in a calendar year. If the employee continues to have the same serious medical condition after exhausting accrued time and the twelve calendar weeks of FMLA, he can request to be placed on a permanent leave of absence not to exceed nine calendar months. During that permanent leave of absence, the employee is responsible for paying 100% of the cost of health insurance coverage. If an employee becomes able to return to work during the permanent leave of absence, he may apply for re-employment and if qualified, placed on a re-employment list for the position held immediately prior to the taking of the leave. If the employee is not able to return to work by the conclusion of the permanent leave of absence, employment will be terminated.
**Section 8.7. Maternity Leave.**

It is recognized that reproductive health can be affected adversely by the conditions encountered in firefighting and EMS. When a member becomes pregnant, it is strongly advised, though not required, that she report her condition to the Fire Chief.

Once a member has provided verification of her pregnancy from her own doctor, she shall be offered a non-hazardous, operational light duty assignment within the department in accordance with the provisions of 775 ILCS 5/2-102(H) using a 24/48 or 37.5 hour schedule as selected by the pregnant firefighter. Pregnant firefighters will not be required to use (5) 24 hour shift days (120 hours) of sick leave prior to being assigned light duty as noted in Section 13.10 Light Duty. The female firefighter will have the option to bank any unused vacation or bank time while pregnant to be used after the delivery.

A member is not required to accept a non-operational light duty assignment. She is, however, encouraged to do so because of the unpredictable nature of emergency response. There is a potential risk to a pregnant woman and/or her developing fetus from activities associated with normal operational duties including firefighting, hazardous materials response, and EMS exposures.

After giving birth, or at the termination of the pregnancy, the member shall be placed on FMLA, in accordance with Section 8.6(b) of this CBA.

Prior to returning to normal operational duties the member must have approval from her personal physician. Such verification of readiness to work shall be in writing. This verification shall be given to the designated City physician for fitness for duty physical. When the member has been found to be fit, she will be reinstated in her former position.

At no time when a member becomes pregnant or during the pregnancy, will the member lose their job, position, seniority and benefits. Nor do they lose the eligibility for promotion or participate in a promotional exam due to any type of leave or non-operational duty assignment.
ARTICLE IX
Wages and Benefits

Section 9.1. Salary Schedules.
Salary schedules effective January 1, 2017 through December 31, 2018 for the classifications covered by this Agreement are as follows: an increase of 0% to be applied retroactively back to January 1, 2017; an increase of 2.75% to be applied retroactively back to July 1, 2017; and an increase of 3% to be applied retroactively back to January 1, 2018; and are set forth in Appendix B attached hereto and made a part hereof. All employees hired after January 1, 2012 will start at the NH step of the pay range for Firefighter; employees will be eligible for merit review consideration to the A step at the successful completion of probation; employees are eligible for merit increase consideration to the next highest step based on performance after completing 12 months of service in the current step; possession of the 30 hours of college credit as specified in Section 9.9 makes the employee eligible to move to the G step following completion of 12 months at the F step; employees eligible for education pay under Section 9.9 will not receive that additional pay until completion of probation.

All Captains and Shift Chiefs shall start at the D or D/P step of the applicable Salary Schedule.

Section 9.2. Paid Holidays.

a) Shift personnel who are regularly scheduled to work the following holidays shall be compensated at the rate of time and a half rather than straight time for all hours worked on said holidays:
   - New Year’s Day
   - Christmas Eve
   - Christmas Day
   - 4th of July
   - Thanksgiving Day
   - Labor Day

Above paid holidays shall be the 24 hour period commencing at 7:00 a.m. on the date of the actual holiday. Recognized holidays under this section shall be on the date of the actual holiday as opposed to the day on which the holiday may be observed by the City.

b) If an employee is not regularly scheduled to work one of the following days and is subject to a mandatory hire back on that day, the employee shall be paid two (2) times the hourly salary rate for all hours worked on that day.
   - New Year’s Day
   - Martin Luther King Jr.’s Birthday
   - Easter
   - Fourth of July
   - Labor Day
   - Thanksgiving Day
   - Christmas Day

The foregoing is applicable for the actual holiday, and is not applicable for any day celebrated in lieu of the holiday. This subsection b) does not apply to exchanges of duty under Section 13.2.
c) The following holidays are observed for the purpose of holiday work schedules:

- New Year’s Day
- Martin Luther King, Jr.’s Birthday
- Easter Sunday
- Memorial Day
- July 4th
- Labor Day
- Veterans’ Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- Sunday

The foregoing is applicable for the actual holiday, and is not applicable for any day celebrated in lieu of the holiday.

Holiday routine: Stations, apparatus and all equipment will be maintained in a clean and ready status to respond to all alarms and calls for service. Public education/relations such as, but not limited to, tours, neighborhood picnics, safety fairs, block parties and holiday related events such as participation in parades and standby at fireworks displays will be allowed. Any day designated as a holiday will not have assigned training unless prior approval is agreed to at a labor/management meeting.

d) Five Day Employees: Employees who are scheduled to work a five day 37.5 hour work week will work the hours of 0830 to 1700 (8:30 a.m. to 5 p.m.) with the exception of Saturday, Sunday and City Holidays. If they are required to work any designated City Holiday they will receive holiday pay at two (2) times the hourly salary for all hours worked.

Section 9.3. Paid Vacations.

For vacations beginning January 1, 1992, employees with six months or more of service shall receive paid vacation during each year, calculated as follows

<table>
<thead>
<tr>
<th>Service</th>
<th>Vacation Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>One year but less than six years</td>
<td>Five 24-hour shifts</td>
</tr>
<tr>
<td>Six years but less than twelve years</td>
<td>Seven 24-hour shifts</td>
</tr>
<tr>
<td>Twelve years but less than fifteen years</td>
<td>Eight 24-hour shifts</td>
</tr>
<tr>
<td>Fifteen years but less than twenty years</td>
<td>Ten 24-hour shifts</td>
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<tr>
<td>Twenty years but less than twenty-five years</td>
<td>Eleven 24-hour shifts</td>
</tr>
<tr>
<td>Twenty-five years or more</td>
<td>Twelve 24-hour shifts</td>
</tr>
</tbody>
</table>

Completion of the service year in the calendar year in which the vacation is taken shall determine the number of vacation days the employee will earn and is entitled to take. In the year in which the employee terminates employment, the employee will either take or be paid out at termination for all vacation earned up to the pay period of his termination.
New employees of the Fire Department shall accrue 4.62 hours per pay period of vacation time from his/her date of hire. These new employees shall not be eligible for a vacation in the calendar year in which they are hired.

Section 9.4. Use of Banked Vacation Time.

(a) Openings into which banked vacation hours may be used will be limited to the days left open after the normal vacation selection process (Section 5.4 of this contract) is completed, openings created by the termination of an employee, situations involving shift transfers or other scheduling changes which create an opening. A terminated employee’s Kelly Days will also be available for picking, but must be forfeited when the vacancy is filled.

(b) Employees will not be allowed to bring their vacation hour total below zero (0). Example: an employee will need a minimum of 24 hours at the beginning of the process to be able to make one 24-hour selection.

(c) At the completion of the normal vacation selection process, vacation rosters will be posted in all fire stations with a posting date printed on them. Applications for the use of banked vacation hours in any openings, including mid-year openings, will be accepted by that shift’s Chief for a period of 14 calendar days starting with the roster or opening posting date. Thereafter, upon written request to the employee’s Chief or his/her designee. That designee will grant the use of banked vacation hours on a first-come, first-served basis. Seniority (Section 9.4d) will be used when multiple requests are received on the same day requesting to use the same date.

(d) A seniority list of applicants will be created. Selections will begin with the most senior employee who will make one selection, then go the next senior and so on; there will be no limit to the number of selections an individual may make other than the need to maintain a minimum balance of zero (0) hours. Selection will continue until all openings are filled or the applicants have completed their selections. This will close those days to any other selections. Selections must be scheduled in no less than 24-hour increments.

(e) All selections made are final. There will be no trading or canceling of any of these selections with the exception of those taken during Kelly Day openings which may need to be forfeited.

Section 9.5. Sick Leave.

(a) Employees shall accrue sick leave at the rate of 72 hours for the first year of employment (three 24-hour shifts; 2.77 hours/pay period) and 144 hours for subsequent years of employment (six 24-hour shifts; 5.54 hours/pay period), with a maximum accrual of 2,280 hours (95 24-hour shifts).

(b) Whenever an employee with ten (10) or more years of service resigns, the employee shall have directed to the Post-Employment Health Plan one hundred percent (100%) of accumulated sick days with a maximum of 500 hours. Effective March 1, 2001, for those employees who retire and qualify for a pension, and for those
employees granted a disability pension, the maximum sick leave payout is increased to 620 hours, all of which will be directed to the PEHP. There shall be no cash payout to the employee of any accrued sick leave, in accordance with Article XI, Section 11.6.

(c) If an employee has 800 hours of banked sick leave as of January 1, he shall be eligible to receive in the month of January following the end of said year, a payout at the rate of one hundred percent (100%) for the difference between the sick leave hours accrued during that year less those sick leave hours used during that year. The first forty-eight (48) hours of such payment, if the employee is eligible, shall be directed to the Post-Employment Health Plan. Any hours available for payment above the first forty-eight will be paid to the employee if he so elects, or he may elect to defer the payment to the City’s deferred compensation program or to the employee’s HSA, if allowable. Effective January 1, 2018, and continuing, an eligible employee shall receive a payout as described above, except that any such payment shall not exceed 120 hours. All unused accrued sick hours exceeding the 120 hour maximum payout will remain in the employee’s sick leave bank.

(d) In the event of death of an employee (not a retiree), the employee’s beneficiary shall receive a payment equivalent to one hundred percent (100%) of all accrued but unused sick leave. The beneficiary shall be the individual designated by the employee as beneficiary under the group life insurance plan. If there is no life insurance policy in place, the beneficiaries shall be determined by the names entered on the “Designation of Beneficiary Form.”

(e) In the event of illness of an employee’s spouse or dependent children which is serious enough to warrant the presence of the employee, one (1) 24-hour day of accrued sick leave per incident may be used, with an annual maximum of three (3) such sick leave usage days. Additional sick leave beyond the three (3) days may be granted by the Fire Chief.

(f) In order to be eligible to direct sick leave payment at time of termination to the PEHP, an employee must give two weeks’ notice of intent to resign or retire. The Fire Chief may waive this requirement in special circumstances.

(g) Sick Leave Donation. An individual employee may donate up to two 24-hours shifts per year to another employee in case of that employee’s own serious medical condition or the serious medical condition of an immediate family member (as defined by FMLA). No employee may receive any donated sick leave until his accrued and banked sick leave accrual has been exhausted. No employee shall receive more than 30 24-hour shifts in any calendar year. Donations of sick leave will be taken from banked time and are not chargeable to annual sick leave payout eligibility. If the donated sick leave is for the employee’s own serious medical condition, it will be considered an addition to the twelve calendar weeks of Family Medical Leave. If the donated sick leave is for the employee’s immediate family member, the donated sick leave will be considered as part of the twelve calendar weeks of Family Medical Leave.
Section 9.6. Funeral Leave.

In the event of death in the immediate family, an employee shall be granted paid funeral leave of two (2) 24-hour shifts. Requests for funeral leave must be made and used within 10 calendar days following the day of death. Funeral leave will be granted under this section for employees on duty. Vacation or any other leave time will not be converted to funeral leave. For the purpose of calculating funeral leave, the first full day of absence shall be counted as the first day of funeral leave. Immediate family shall be defined as the employee’s father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother, grandfather, spouse’s grandmother and grandfather, grandchild or minor child’s parent. “Mother” and “father” shall include persons other than the employee’s actual parent if said person or persons reared the employee during a substantial period of his childhood. If an employee needs more than the funeral leave provided in this Section, he may request the use of accrued or banked vacation time or comp time. Employees who wish to attend a funeral for other than their immediate family may request the use of one accrued or banked vacation day to attend such funeral, as long as 24 hours’ advance notice is given to the department and so long as the City is not required to hire back an employee to replace the absent Fire Fighter.


When an employee is called for service as a juror on a shift he is scheduled to work, the employee will receive pay for the shift at his regular straight-time hourly rate, if the employee gives advance notice to the City and provides substantiation of jury service. Any compensation provided in return for serving as a juror may be kept by the employee.

Section 9.8. Uniforms.

(a) The City will provide all uniforms, protective clothing and protective devices which the City determines are required of employees in performance of their duties, without cost to any employee. The list of uniform items which the City will provide is set forth below, or the City will provide substitute items which the City determines are appropriate. The City will replace any required uniform and equipment items through vendors selected by the City as such items become worn out or damaged, provided that the employee must turn in worn out/damaged uniform and equipment items to the representative designated by the Fire Chief and receive approval from such representative to replace the item or items; provided, further, that replacement will not be made for uniform and equipment items lost through employee negligence.

(b) The list of uniform items is:

Protective Clothing:

<table>
<thead>
<tr>
<th>Fire Helmet</th>
<th>Bunker Coat</th>
<th>Bunker Pants</th>
<th>Fire Boots</th>
<th>Suspenders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighting Gloves</td>
<td>2 Nomex Hoods</td>
<td>SCBA Face Piece</td>
<td>Truckman’s Belt</td>
<td>Extrication Gloves</td>
</tr>
</tbody>
</table>
**Class A Uniform Clothing:**

<table>
<thead>
<tr>
<th>2 Brushed Silver Name Tags</th>
<th>Class A Cap</th>
<th>Cap Badge/Bugles</th>
<th>Rank Cap Strap</th>
<th>1 Class A Dress Trouser</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Class A Dress Coat</td>
<td>1 Dress Belt</td>
<td>1 Class A Short Sleeve Shirt</td>
<td>1 Class A Long Sleeve Shirt</td>
<td>1 Dress Shoe</td>
</tr>
<tr>
<td>1 Class A Tie (navy blue)</td>
<td>Badge</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Class B and Workout Uniform:**

<table>
<thead>
<tr>
<th>Class B Shirts (4 total, Short or Long)</th>
<th>2 Black Duty Shoes/Boot (1 may be athletic shoe for summer uniform)</th>
<th>1 Seasonal Coat with vapor barrier and liner</th>
<th>1 Garrison Belt (black)</th>
<th>Badge</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Polo Shirts</td>
<td>1 Duty Work Shorts (navy)</td>
<td>4 Work Pants</td>
<td>1 Pair Winter Gloves</td>
<td>4 Work Tee-Shirts</td>
</tr>
<tr>
<td>2 Pullover Job Shirts</td>
<td>1 Exercise Shorts</td>
<td>1 Sweatshirt</td>
<td>1 Sweatpants</td>
<td>1 Summer Hat/1 Winter Hat</td>
</tr>
</tbody>
</table>

**Section 9.9. Educational Pay.**

There shall be education pay as follows:

(a) **Thirty Hours.** The City’s education pay program shall be continued in effect for the term of this Agreement (pay increase as defined in Section 9.1) and shall be subject to the following conditions: Completion of thirty (30) hours of college credit in Fire service and EMS related courses.

(b) **Associate Degree in Fire Science.** Employees who currently hold, or who subsequently obtain, an Associate Degree in Fire Science from an institution approved by the Fire Chief will receive a pay increase of two percent (2%) above the base salary rate as set forth in Appendix B. An employee with multiple degrees (associates, bachelors, masters) is only permitted to receive the pay increase for one degree.

(c) **Bachelor’s Degree in Fire Science.** Employees who currently hold, or who subsequently obtain, a Bachelor’s Degree in Fire Science from an institution approved by the Fire Chief will receive a pay increase of four percent (4%) above the base salary rate set forth in Appendix B. An employee with multiple degrees (associates, bachelors, masters) is only permitted to receive the pay increase for one degree.

(d) **Master’s Degree in Fire Science/Public Safety.** Employees who currently hold, or who subsequently obtain from an institution approved by the Fire Chief a Master’s Degree in Fire Science or Public Safety with a fire safety concentration will receive a pay increase of four percent (4%) above the base salary rate set forth in Appendix B.
An employee with multiple degrees (associate’s, bachelor’s, master’s) is only permitted to receive the pay increase for one degree.

Section 9.10. Longevity Pay.

Employees shall receive longevity pay as follows:

<table>
<thead>
<tr>
<th>Service in Evanston Fire Department</th>
<th>Longevity Pay Based on Current Monthly Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon completion of 10 years of service but less than 15 years</td>
<td>1%</td>
</tr>
<tr>
<td>Upon completion of 15 years of service but less than 20 years</td>
<td>3%</td>
</tr>
<tr>
<td>Upon completion of 20 years of service but less than 25 years</td>
<td>4%</td>
</tr>
<tr>
<td>Upon completion of 25 years of service or more</td>
<td>6%</td>
</tr>
</tbody>
</table>

Section 9.11. Paramedic Differential.

Employees who are qualified as Paramedics shall receive a pay differential equivalent to 6% of the G step of the Firefighter salary per month above the employee’s regular pay grade. The employee must remain qualified as a Paramedic to continue to receive the Paramedic pay.

Section 9.12. Five-Day Employees.

Employees who are scheduled to work a five (5) day, 37.5-hour work week, such as Fire Prevention Bureau members, shall receive benefits (e.g., vacation, sick pay, etc.) computed on a ratio of 37.5/49.8, except that said employees shall not receive Kelly Days. Employees assigned to a 37.5 hour week for light duty or to attend schools or for other training purposes shall continue to accrue vacation and sick leave benefits according to the 24/48 work schedule, shall not receive Kelly Days, and shall be paid overtime at the 24/48 rate. FPB assignments will be the decision of the Fire Chief or designee. Assignments as FPB/Investigator will be for a period of one (1) year, subject to removal by the Chief for non-performance, and renewable from year to year. Employees interested in becoming a Bureau inspector investigator shall express such interest in writing to the Fire Chief, who will consider such requests near the end of the incumbent’s year assignment.


Employees assigned as a Temporary Duty Assignment as a member of the Fire Prevention Bureau shall receive a pay differential above the employee’s regular pay grade of $3,600 per year. Said pay differential shall be made for any full or partial month where the employee is assigned as a member of the Fire Prevention Bureau.
Section 9.14. Special Team Leaders

Special Operations Team Leaders will be established for the following teams:

- Technical Rescue (Local and MABAS)
- Hazardous Materials (Local and MABAS)
- Surface Water Rescue (Local)
- Dive Team (MABAS)

Appointed Team Leaders with responsibility for a Special Operations Team will be paid $750 per year while serving in such assignment.

Duties and Responsibilities

Under the supervision of the Special Operations Chief, the Team Leaders will have the authority and duty to coordinate, develop and complete the following for their respective teams:

- Coordinate with the Special Operations Chief and Division Chief of Operations annual training schedules for the team.
- Provide Division and Shift Chiefs with the team’s annual departmental and MABAS Division 3 training schedules.
- Manage and record all team specific training for team members, including quarterly updates to Division Chief.
- Assist the Special Operations Chief in coordinating the attendance of MABAS Division Training.
- Develop annual Shift level training relative to their team.
- Complete annual inventory of their team’s equipment.
- Assist Special Operations Chief in the scheduling of general service repair and maintenance of all team equipment.
- Assist Special Operations Chief in the development of an annual operating budget for their team.
- Complete and submit annual MABAS STAC and Medical Reports as well as MABAS Registration Forms as required.
- Ensure proper seasonal installation and removal of equipment (Wave Runners).
- Assist Special Operations Chief in selection of team members.

Appointed MABAS Special Operations Team Leaders shall maintain dual responsibility as Leader for a Local Response Team (if one exists) and will be paid an additional $500 per year while serving in such assignment.

Local Team Leader Duties

- Develop shift support level training relative to their local team.
- While on duty, lead shift support level training through PowerPoints, hands on training and quarterly scenario based drills.
- Manage and maintain certification and training records for all local team members.
- Assist Special Operations Chief in the development of a separate annual operating budget for their local team.
Unless Team Leader chooses to utilize free time during the course of a duty shift, administrative duties, as defined above, shall be performed between 0830-1700 hours.

Special Operations Team Leaders will work on a shift schedule unless assigned to the FPB where they will be subject to the provisions of Article IX Section 9.12.

**Qualifications for Technical Rescue, Dive and Haz-Mat:**
- Selection will be made without regard to rank as Firefighter or Captain
- Current MABAS Division 3 Team Member in good standing
- OSFM Instructor II
- OSFM or NFA Incident Safety Officer
- Technical rescue or Haz-Mat certifications need to be at the OSFM Technician Level or equivalent for their team’s disciplines
- Dive certifications through PADI, ERDI/DRI certifications for the following: Advanced Open Water, Public Safety Diver, Rescue Diver, Ice Diver

Applicants will be given 12 months to get the required certifications

**Qualifications for Surface Water Rescue:**
- Selection will be made without regard to rank as Firefighter or Captain
- Completion of the 40 hour Rescue Water Craft (RWC) training program
- Completion of the lifeguard training provided by the EFD / Evanston Lifeguards
- OSFM Instructor II
- Completion of a Boating Safety Course
- OSFM or NFA Incident Safety Officer
- Applicants will be given 12 months to get the required certifications

**Selection**

Assignment as Team Leader will be for a period of one year, renewable from year to year. Vacancies will be deemed to occur when an incumbent chooses to leave the position, or is removed by the Fire Chief for non-performance. In the event that vacancies occur, they shall be posted for 30 days. Members interested in becoming a Team leader shall express such interest in writing to the Fire Chief or designee.

The Fire Chief will make the selection of Team Leaders, after the posting period and selection process. In cases where multiple applicants are equally qualified (certifications/training) under this section, preference shall be given to those with the most seniority on the Special Team.
Section 9.15. EMS/Paramedic Shift Coordinator.

There will be three (3) EMS/Paramedic Shift Coordinators, one (1) for each shift. The employees assigned to this position will be paid an additional $3,000 per year while serving in such assignment.

Duties and Responsibilities

Under the supervision of the EMS Division Chief, EMS/Paramedic Coordinators will have the authority and duty to coordinate, develop and complete the following:

- Review and process Shifts EMS reports on a daily basis. This will include requesting corrections and the filing of missing reports as needed.
- Coordinate with the EMS Division Chief and Division Chief of Operations annual EMS schedules for the Department.
- Assist EMS Division Chief in the scheduling and preparation of transport and non-transport vehicles for annual safety inspections and licensure.
- Attend and/or Chair EMS Committee Meetings for their respective Shift.
- Check email at the start of each Shift for EMS related updates, requests and work issues.
- Oversee the monthly-expired drug exchange for their respective Shift.
- Work with Shift Chiefs in the assignment of Paramedic Preceptors for new and transferring paramedics.
- Coordinate assigned preceptors on their respective Shift and resolve issues as they develop.
- All three (3) EMS/Paramedic Coordinators will meet with the EMS Division Chief to resolve issues within and across Shifts as needed.
- Assist in the administration of electronic PCR Program.
- Complete ongoing inventory of EMS equipment and order supplies as needed.
- Quality assurance review of random and anonymous EMS reports on a weekly basis for periodic training sessions.

Unless the Coordinator chooses to utilize free time during the course of a shift duty, administrative duties, as defined above, shall be performed between 0830-1700 hours.

The EMS/Paramedic Shift Coordinator will work on a shift schedule assigned to the FPB where they will be subject to the provisions of Article IX Section 9.12.

Qualifications

- Selection will be made without regard to rank as Firefighter or Captain, provided the applicant have a minimum of three (3) years’ experience as an EMT-P with the St. Francis EMS System and three (3) years’ experience with the Evanston Fire Department overall
- Any Firefighter applicant must be a certified St. Francis/EFD Preceptor
- EMT-P in good standing
- ACLS and PALS Certifications
- Applicants will be given 12 months to get the required certifications, including preceptor
Selection
The selection of EMS/Paramedic Shift Coordinator will be made by the Fire Chief or
designee after posting of the position for thirty calendar days, giving all interested
applicants the opportunity to apply.

Assignment as EMS/Paramedic Shift Coordinator will be for a period of one year,
renewable from year to year. Vacancies will be deemed to occur when an incumbent
chooses to leave the position or is removed by the Fire Chief for non-performance. In
the event that vacancies occur, they shall be posted for 30 days. Members interested in
becoming EMS/Paramedic Shift Coordinator shall express such interest in writing to the
Fire Chief or designee.

Section 9.16. Deferred Compensation Program.
The City agrees to co-administer a deferred compensation program (known as a 457
plan) sponsored by the IAFF for members of the bargaining unit. There will be a one-
time $25 charge to each participating employee to offset the City’s cost in adding a new
program.
ARTICLE X
Hours of Work and Overtime

Section 10.1. Normal Workday and Work Cycle.
The normal shift schedule for Fire Fighters whose principal assignment is fire suppression and/or EMS duty shall be twenty-four (24) consecutive hours of duty, normally beginning at 7:00 a.m., followed by forty-eight (48) consecutive hours off duty. The normal work cycle for such Fire Fighters shall be nine (9) such twenty-four (24) hour shifts within a twenty-seven (27) day work period. The hours thus generated shall be reduced by scheduling a “Kelly Day” off duty every ninth duty day to produce an annual average work week of 49.8 hours per week. The City shall schedule the Kelly Days as provided in this Section.

In the event the City regularly schedules an employee or employees for a duty schedule other than the normal schedule:

1. The duty schedule shall be as described in Section 9.12 of this Agreement;
2. Employees moving from a 37.5 hour work week for mandatory training back to a 24/48 shift schedule shall receive time and one half for all hours worked over 49.8 in the week they return to a 24/48 shift schedule;
3. the Fire Chief will grant an interview to the affected employee to provide an opportunity to discuss any complications with such a schedule change before the schedule change is put into effect; provided, however, the City will request and consider volunteers before making a change on a mandatory basis. To be eligible for the Kelly Days provided for in each year of this Agreement, the employee must be an employee of the Department as of January 1 of that year. If an employee is not an employee of the Department as of January 1, he shall be eligible for one Kelly Day (one 24-hour shift) in that year for each twenty-seven (27) days of employment.

Section 10.2. Overtime.

(a) Overtime shall be defined as all hours worked in excess of the scheduled normal work day.

(b) Overtime shall be paid at the rate of one and one-half the hourly salary rate for all hours worked in excess of the scheduled normal work day. All scheduled, voluntary overtime shall be paid at the rate of one and one-half the hourly salary rate based on time worked. All mandatory overtime and all unscheduled overtime (i.e. emergency call back or hireback to fill a department need) shall receive a minimum of four hours pay at one and one-half his/her normal rate.

(c) Overtime pay shall be calculated to the nearest one-quarter hour.

(d) If the City schedules mandatory training hours on off-duty time and directs an employee in writing to attend, the employee shall receive double time pay for said hours, except:
   i. new employees attending mandatory training as a condition of employment shall be paid at the rate of time and one-half; and
ii. Fire Officers attending up to 16 hours per calendar year and Shift Chiefs attending up to 12 hours per calendar year of mandatory training in supervisory and/or management skills shall be paid at time and one-half. If the mandatory training session is held on the employee’s vacation or Kelly Day, the employee will not be required to attend on that day. The minimum set forth in subsection (b) shall not apply.

(e) Employees assigned to a 37.5 hour work week schedule shall be paid overtime for all hours in excess of 7.5 hours per day.

Section 10.3. Compensatory Time.

An employee who is scheduled to work beyond his normally scheduled hours of work may request to take compensatory time in lieu of pay. The employee shall be entitled to one and one-half hours of compensatory time for all hours in excess of his normal work schedule.

When an employee works a hire-back or otherwise earns compensatory time off, he may elect to bank the hours as compensatory time in lieu of receiving monetary compensation in that pay period.

In consideration of the City offering the use of compensation time in accordance with this section, the City and the Union agree, in furtherance of Section 7(o)(5) of the Fair Labor Standards Act, to place restrictions on the use of compensatory time under circumstances which both parties agree would constitute an “undue disruption” of the Department’s operations.

This section will allow employees use compensatory time to take time off at a future date, even during times when Shift Vacation Calendar might otherwise be full and would prevent normal scheduling of time off.

Effective January 1, 2012, any time previously accrued and categorized as Compensatory Time will be transferred hour for hour into a Hire Back/Comp Time Bank and be re-categorized as Hire-Back Comp/Time (HBCT)

The following procedure shall be followed for utilizing the HBCT option:

Notice of Banking a Hire-Back: When an employee elects to bank a Hire-Back, the employee shall notify the Shift Chief in writing using the HBCT Request Form. Time will be banked at a time and one half rate (e.g., a 24 hour hire back would result in 36 hours of HBCT).

Requesting to Use HBCT: In order to request the use of HBCT, the employee must have the time in the bank. The time must be requested in increments of four (4) hours. A HBCT Form shall be completed by the employee and submitted to the Shift Chief. All requests will be recorded with the date and time they are received and shall be submitted to the Shift Chief no later than three shift days (216 hours) prior to the beginning of the shift day in which the HBCT will be used. Employees must have enough time in their HBCT bank to cover the request at 1.5x the request.
Filling Hire-Back Bank Requests: Requests for HBCT use will be prioritized in the date and time order in which they are received. If the requirements of a specific assignment cannot be met (e.g., Officer, FAO, etc.), the requests will be denied.

The requesting employee may increase requested time increment at a later date to make the slot more attractive and more likely to be filled but an employee may submit no more than three requests for any particular date.

Any Hire Back caused by the employee using the compensatory time will be charged against the employee’s HBCT: The scheduled employee’s HBCT Bank shall be reduced by time and one half for each hour granted off (e.g., 24 hour hire-back at time and a half equals 36 hour reduction in HBCT Bank).

If no hire-back is required: The employee taking the leave shall his HBCT Bank reduced hour for hour (e.g., 24 hours off equals 24 hours reduction in HBCT Bank).

Overage Costs: The City shall incur no additional overtime costs due to HBCT usage. In the rare case where an over run/holdover occurs, the employee using the HBCT shall have two options:

1. The requesting and covering employees may mutually agree that the overage/holdover time will be considered an emergency duty trade subject to approval of the Shift Chief and there will be no additional balance reduction or additional compensation.

2. The overage time will be charged to the employee’s HBCT Bank and will be reduced accordingly to cover the overage.

Cash Out: If an employee elects to do so, a HBCT Request Form will be completed by the employee and submitted to the Shift Chief. An employee may cash out their HBCT Bank at the final pay period of the fiscal year for any remaining HBCT bank time. Employees may not carry over from one fiscal year to the next more than 72 hours. The HBCT record will be administered through Fire Headquarters.

As a one-time consideration under this Agreement, the City agrees to add thirty (30) hours to every employee’s Hireback Comp Time (HBCT) bank no later than one (1) month after the effective date of this Agreement. An employee shall have the option of cashing out the 30 hours, deferring it to deferred compensation, or using it in accordance with this Section. Any part of the 30 hours not cashed out or used by January 1, 2019, will be paid out to the employee’s PEHP account.

Section 10.4. Saturday Schedule.

Saturday shall be a regular work day and employees shall perform normal work day assignments, except where the Saturday is a holiday under Section 9.2 (c) where a holiday work schedule is observed.
Section 10.5. Trade Policy.

A firefighter may trade with a firefighter and a captain may trade with a captain. Whether the individual is a paramedic will not be taken into account in granting or denying a trade, so long as there will be no need to hire back a firefighter/paramedic in order to have sufficient firefighter/paramedics on duty, should a trade be granted.

A Shift Chief may trade with another Shift Chief or with a Fire Captain who is a member of a pool of Acting Shift Chiefs established by the Fire Chief. Effective March 1, 2005, a Fire Captain may trade with an Acting Captain, with a maximum of one such trade per shift. Trades under this provision will be approved on a first come, first approved basis.

There shall be a maximum of twelve (12) exchange of duty trades (288 hours) per year per employee.

Exchange of tours of duty shall not exceed three consecutive tours of duty and may not be bridged by any other form of paid or unpaid time off, except that bridging of three trades or less shall be permissible.

Each trade of tours of duty must be repaid within 12 months of the trade.

Exchange of Kelly Days must be completed within the calendar year.

In addition to the foregoing, the parties agree that if administrative problems arise concerning shift trade rules and regulations, the parties will use their best efforts to resolve these differences at labor-management meetings pursuant to the labor contract.
ARTICLE XI
Group Insurance

Section 11.1. Group Life Insurance.
The City’s group life insurance program shall be continued in effect for the term of this Agreement, and the City’s fifty percent (50%) contribution shall continue.

Further, during the life of this Agreement, the City shall offer a Universal Life Insurance Program, and the employee will pay one hundred percent (100%) of the cost of the premium.

Section 11.2. Group Hospital-Surgical-Major Medical Insurance.

a) Employees may participate in one of the medical insurance plan(s) maintained by the City. If the City determines that one of these plans shall no longer be in effect, or if the City adds a new plan, employees shall have the right to switch to another plan on a non-medical basis under rules established by those plans.

b) Employees covered by PPO 1, PPO 2, HMO Illinois, and HMO Blue Advantage will contribute the following percentage (%) of total premium costs, which shall be deducted from their employee paychecks:

<table>
<thead>
<tr>
<th>Tier</th>
<th>Employee</th>
<th>Employee + 1 or 2 Children</th>
<th>Employee + Spouse/DP</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>10%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee + 1 or 2 Children</td>
<td>8%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee + Spouse/DP</td>
<td>9%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Family</td>
<td>10%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The contribution amounts for the Employee + 1 or 2 children and Employee + Spouse/DP tiers will be calculated as a percentage of the total family premium cost.

<table>
<thead>
<tr>
<th>Deductible amounts for PPO plans are as follows:</th>
<th>PPO1</th>
<th>PPO2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single In Network:</td>
<td>$500</td>
<td>$1000</td>
</tr>
<tr>
<td>Family In Network:</td>
<td>$1500</td>
<td>$2000</td>
</tr>
<tr>
<td>Single Out of Network:</td>
<td>$1000</td>
<td></td>
</tr>
<tr>
<td>Family Out of Network:</td>
<td>$3000</td>
<td></td>
</tr>
</tbody>
</table>

(c) Former bargaining unit employees who are retired and are receiving a current Illinois fire pension may elect insurance plan coverage under the rules and regulations established by the plans, so long as the retiree pays the entire group insurance premium, without any City contribution. Payment shall be by means of deduction from the pensioner’s Fire Pension Fund check.

(d) Upon request, the City shall provide the Union with information and documents relating to existing programs and any proposed changes. The City will notify the Union of any changes made to the City’s medical insurance program 30 days prior to the
effective date of such changes. The City will notify the Union of any changes made by
the providers of the City’s medical insurance program within 15 days of receiving such
notice from the provider.

In the event, however, the City exercises the right to change insurance carriers for part
or all of the life/medical insurance program or to self-insure any or all said programs,
benefit levels shall remain substantially the same.

In the event that City-instituted changes result in overall benefit levels that are no longer
reasonably comparable to those which predated the changes, the Union shall have the
right, within thirty (30) days of the insurance changes taking effect, to demand impact
and effects bargaining over the City’s changes by so notifying the Director of Human
Resources in writing. The parties shall then promptly meet and negotiate in good faith
over the impact and effects of the changes.

The City may elect to implement the changes during the pendency of impact and effects
negotiations. The Union shall have the right to identify another economic item (other
than time off or this insurance program language) to include in such negotiations. The
parties shall negotiate as to the impact and effects of the City’s changes and the item
identified by the Union for a period of thirty (30) days or longer if the parties mutually
agree. After thirty (30) days if the dispute is not resolved, either party may invoke
interest arbitration. The arbitration shall be conducted in accordance with Section 14 of
the Act except that the impartial arbitrator shall be selected in accordance with the
procedures of Article VI of this Agreement. The Arbitrator shall not have the authority to
modify the changes in the insurance program, but if he determines that the changes
made in light of all the circumstances warrant the consideration of the parties’ final quid
pro quo offers, he shall have the authority to do so.

Section 11.3. Section 125 Plan.
The City will continue to offer a Section 125 Plan for employee contributions under this
Article.

Section 11.4. Dental Plan Option.
The City shall continue to offer the choice of two dental insurance plans to all
employees eligible for insurance coverage. Employees who enroll in one of the dental
plans will be required to stay in the plan for at least one year before changing plans or
dropping out entirely. There will be no contribution by the City to either of the dental
plans; the employee will pay 100% of the cost of the premiums.

Section 11.5. Medical Insurance – Line of Duty Death.
In the event an employee with dependent medical coverage is killed in the line of duty,
the employee’s spouse shall receive continuation dependent coverage as specified
under federal law, except that the City will contribute toward the costs of such coverage
the equivalent amount paid for the costs of such coverage applicable to other
employees covered by this Agreement, which may change from time to time.
Section 11.6. Post-Employment Health Plan.

The City agrees to participate in the Post Employment Health Plan for Collectively Bargained Public Employees ("Plan") in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this Agreement. The parties hereto designate Genesis to act as Administrator and Bank of America to act as Trustee for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The City agrees to contribute to the Plan on behalf of the employees covered by this Agreement. After the effective date of this Agreement, the City shall contribute to the Plan for each eligible employee, the amount of $70 per paycheck, except that when there are three paychecks in a month, the $70 will not be deducted from that paycheck. Additionally, for employees eligible for the annual sick leave payout described in this Agreement the City shall contribute the first forty-eight (48) hours of such payout eligibility to the Plan. Finally, upon termination, 100% of the eligible employee’s sick leave balance that would otherwise have been paid to the eligible employee as described in this Agreement had the City not participated in the Plan shall be contributed to the Plan.


Employees who elect to drop City medical coverage, because that employee is covered by another group plan, shall receive payment from the City of $1,800.00 per year.
ARTICLE XII
Labor-Management Conferences

Section 12.1. Meeting Request.
The Union and the City agree that in the interest of efficient and effective operation and management and in the promotion of harmonious employee relations, quarterly meetings will be held in January, April, July and October, at a mutually agreed date. More frequent meetings may be held if mutually agreed. Either party may provide a written agenda. The City and Union shall each designate two representatives (and one alternate) to attend such meetings. The names of members and alternates may be changed annually. In addition, either the City or the Union may designate up to two (2) additional representatives who are City employees. Such meetings shall be limited to:

(a) discussion on the implementation and general administration of this Agreement.
(b) a sharing of general information of interest to the parties.

Section 12.2. Content.
It is expressly understood and agreed that such meetings shall not be a part of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at labor-management meetings nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 12.3. Procedures.
If a labor-management meeting is scheduled during an employee’s normal work day, the employee shall be compensated for time lost from the normal straight-time work day. Minutes of labor-management meetings shall be prepared and any agreement reached shall be committed to writing and signed prior to implementation.
ARTICLE XIII
General

Section 13.1. Safety.
The City and the Union desire to maintain safe working conditions. Employee suggestions concerning safety will be considered fully and prompt responses will be given. The Union and the City agree to continue the joint labor/management efforts to develop a strategic plan for the department. This includes evaluating the Fire Department’s effectiveness, efficiency and safety of all departmental operations including but not limited to fire suppression, emergency medical service, and special operations delivery in order to protect the public and members of the Fire Department. This evaluation will include a review of relevant local/state policies, regulations, statutes, fire department accreditation resources, NFPA standards including NFPA 1710 and any other information that assists in development and implementation of the departmental strategic plan.

Section 13.2. Exchange of Duty.
The Fire Chief or his designated representative may grant the request of any two employees covered by this Agreement to exchange tours of duty, or Kelly Days off, pursuant to criteria specified in the Side Letter of Agreement attached to and made a part of this Agreement as Section 10.5.

Section 13.3. Rate of Pay for Serving in Higher Rank.
When an employee is temporarily assigned in a higher paying rank, and such temporary assignment continues for four or more consecutive hours, the employee shall be paid at the same step in the higher rank to which they are assigned for each full 24-hour shift.

When a Qualified Driver is temporarily assigned to a FAO for four (4) or more consecutive hours, the employee shall be paid $20 for each full 24-hour shift.

The City shall negotiate with the Union the criteria which the City uses in making temporary assignments and any significant changes which the City makes in these criteria.

Section 13.4. Outside Details.
When an employee is assigned to an outside detail, the pay rate shall be $50 per hour regardless if the detail is voluntary or mandatory, with a three hour minimum, except there shall be no payment in situations where a firefighter volunteers to serve without pay as a civic contribution. Any outside detail must be sanctioned and signed off by the Fire Chief or his designee. When details are sanctioned, our participation will be mandatory. Volunteers will be solicited. Should the volunteer number be insufficient, members will be mandatorily assigned to the detail. The outside detail list will be used to make any mandatory detail assignments. In the unlikely event that we are unable to secure anyone for the detail using the detail list, the standard hire back list for staffing will be used as a last resort. The person will still be paid at the detail rate according to Section 13.4.
MABAS Resource Deployment

This section of the contract covers a MABAS Resource Deployment which mobilizes MABAS resources for a large scale incident response over an extended time period where the City is reimbursed through the Federal or State government. This section does not cover MABAS Mutual Aid and MABAS Task Force responses. All deployments must be approved by the Fire Chief and are subject to the following:

Teams of five (5) or less will consist of at least:

- One Captain or Acting Captain or Shift Chief
- One FAO/QD (if an Evanston vehicle is used)

Teams of six (6) or more will consist of at least:

- Two Captains or Acting Captains or Shift Chiefs
- One FAO/QD (for each Evanston vehicle used)

A selection list shall be created for all ranks of Shift Chief and below. Selection from the list will be based upon the following factors in order of importance:

1. Specific needs/talents as determined by the affected jurisdiction or request.
2. Individual qualifications as stated above.
3. No more than one Shift Chief or two Captains will be allowed for any deployment (unless approved by the Fire Chief)
4. Date of last deployment (as of 8/21/09)
   a. Those with the most recent deployment date would move to the bottom of the list.
   b. If there is no previous deployment date or a tie in dates, seniority in time on the job will be the determining factor.

In past deployments, there has been little or no advance notice. The City will work with the Union to implement a system that will provide a rapid, redundant and verifiable means to contact all employees to notify them of the deployment request.

Members selected for approved deployments will be compensated in accordance with Article X, Section 10.2.

Section 13.5. Additional Duties.

The City will not add duties which are unrelated to the Fire Department without prior agreement of the Union.


There shall be a Joint Safety Committee comprised of three employee members selected by the Association and three members selected by the City. The Association and the City shall advise the other party of the names of its members and any change in names. There shall be regular quarterly meetings of the Committee and additional meetings as needed.
The Joint Safety Committee shall:
(a) develop its own procedures for effective operation, including the taking of minutes of Safety Committee meetings and the review and approval of minutes at the subsequent meeting;
(b) review and discuss any and all matters pertaining to the safety of employees while on duty;
(c) make recommendations to the City concerning facilities, apparatus, protective equipment, protective clothing, procedures, accident prevention, or other safety matters;
(d) encourage employees to comply with safety rules, regulations and procedures which the City issues from time to time;
(e) process and resolve, to the extent possible, employee safety complaints which have not yet become formal grievances. The Fire Chief or his designee will meet with the Joint Safety Committee within five (5) working days of receipt of a safety complaint for resolution. After an attempt is made to resolve a safety complaint at such meeting of the Joint Safety Committee, an unresolved complaint may be filed directly at Step 2 of the grievance procedure, if the Association so elects.

Section 13.7. Formal Training,
The City has enacted an Ordinance calling for participation in the Illinois Fire Protection Training Act.

a) The City and the Union agree that it is in the best interest of the City for its employees to participate in training drills and courses. At times, training evolutions are designed to create live scenarios to better develop knowledge and skills for employees.

b) The City recognizes that such drills and courses are as dangerous to employees as a live incident.

c) Employees that are approved instructors by the City shall be qualified in the subject area. They shall be trained in all NFP A and OSHA standards that may apply for safe training. All courses shall be approved by the Safety Committee thirty days prior to the training date. If an acquired structure or practical course becomes available that would not allow for the 30-day lead review, the requirement may be waived with the approval of the course by both of the joint Labor/Management Safety Committee Co-Chairs. All live fire training will be in accordance with NFPA 1403.

d) Training given by MABAS Division 3 shall be approved by the Training Committee thirty days prior to the employee participation. The City shall not have other events or training that would require remaining companies to be on second-calls while employees are involved in a MABAS Joint Training Drill and a frontline suppression vehicle is taken out of service.

e) Front-line suppression vehicles shall be allowed out of service for training for no more than 4 hours and 30 minutes.
f) Employees who participate as a MABAS Division 3 instructor for approved MABAS Division 3 training or as a NIPSTA Instructor for other classes will be an independent contractor for NIPSTA and not covered under the City's Workers' Compensation Program. However, the employee may request to use City equipment for the class with the approval of the Fire Chief or his designee.

Section 13.8. Mutual Aid.

It is not the City's intention to use mutual aid to avoid callbacks.

Section 13.9. Pension System.

The pension and retirement benefit and the administration thereof shall be in accordance with the Illinois Firemen's Pension Fund for the duration of this Agreement.

Section 13.10. Light Duty.

If an employee is injured or recuperating and cannot perform normal duties, the City may make a fire-related light duty assignment, if the City determines such assignment is in its best interests, such light duty work is available, if the employee is medically able to perform such light duty, and provided there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six (6) months. Except as otherwise provided below, light duty assignments shall be on a thirty-seven-and-one-half (37.5) hours work schedule in accordance with Section 9.12.

For employees with off-the-job injury/illness, in addition to the above conditions, employees may only request light duty after using at least five 24 hour shift days (120 hours) of sick leave. Employees who have less than 5 days (five 24-hour shift days or 120 hours) of sick leave must use the hours they have before requesting light duty. Employees may only request light duty for up to 90 calendar days at which time an extension may be granted by the Fire Chief or his designee.

All bargaining unit members will receive equal consideration in application of this Section. There shall be no loss of sick pay while an employee is on light duty unless the employee chooses to use sick leave to take off for illness from his light duty assignment, at which time 8 hours of sick time will be deducted for each light duty day missed.

An employee assigned to work light duty on a 37.5 hour schedule will report to Fire Department Headquarters on the day he is directed and will work the hours of 0830 to 1700 (8:30 a.m. to 5 p.m.) with the exception of Saturday, Sunday and City Holidays.

The Fire Chief may assign an employee on light duty to a 24/48 restricted duty schedule. The Fire Chief or his designee will make that determination based upon the illness/injury of the employee, medications being taken, office projects that need to be completed and the qualifications of the employee making the request. A member’s assignment to a 24/48 hour or 37.5 hour light duty schedule may be altered by the Fire Chief or designee.

Employees who are assigned a 24/48 hour restricted duty schedule will work a shift and will follow the standard 24/48 hour schedule including Kelly Days and taking their vacation days.
Nothing herein shall be construed to require the City to create light duty assignments for an employee, or to provide light duty work when such assignments may be available. Employees will only be assigned to light duty assignments when the City in its discretion determines that the need exists and only as long as such need exists.


The City will provide bulletin boards in each fire station for the Union to use for postings regarding Union business. The City reserves the right to require prior approval of postings.


The Association will be provided with a 30-day advance notice of all changes or additions to the job descriptions of all classifications within the bargaining unit.

Section 13.13. Credit Union Checkoff.

Upon receipt of a signed credit union checkoff authorization in a form approved by the City, the City agrees for the duration of this Agreement to deduct from such employee’s pay, amounts to be paid to the Evanston Fireman’s Credit Union. Deductions shall be made twice monthly on the first and second City payday of each month and shall be remitted on an expedited basis in the form of an “Advance Check” to the person designated in writing from the Credit Union to receive such deductions. The City has the right to establish reasonable administrative rules in regard to the Credit Union checkoff. It is understood that the City shall take no part in the affairs of said Credit Union and shall have no liability for, nor responsibility to the Credit Union, except for the payroll deduction set forth in this Section. Continuation of this Section is contingent upon said Credit Union conforming to the provisions of the Illinois Credit Union Act.


The City shall continue its practice of providing initial issue of bed linens and replacement issue of bed linens upon employee request, so long as the employee making the request turns in the worn out bed linens.

Section 13.15. Sick Leave Rules.

(a) In the event an employee is unable to report for work due to illness or injury, he/she must inform his/her Department Head or Supervisor by the time designated by the Department rules. Failure to do so, each day of absence, or at agreed-upon intervals in the case of extended illness, may result in loss of pay. Failure to report for three consecutive duty days may result in termination.

(b) The Fire Chief may make any appropriate investigation or establish reasonable controls to prevent the abuse of sick leave. Proof of illness or disability in the form of a medical certificate from the attending physician, the City’s physician or a nurse practitioner will be required for any absence of two consecutive duty days or more, and will be required for any absence due to sickness or injury once an employee has used 72 hours of sick leave in any calendar year. Abuse of sick leave based on false claims of illness or injury, or falsification of proof to justify such sick leave will be cause for loss of pay and disciplinary action.
(c) Grounds for suspecting abuse of sick leave include, but are not limited to, information received by the City that the employee is, or was, during any day for which sick leave is claimed:
   
   i. Engaging in other employment; or
   
   ii. Engaging in activity or being present in a place inconsistent with a claim of illness or injury.

(d) Excessive use of sick leave, repeated instances of inadequate notice to supervisors requesting the use of sick leave, and requests for or use of sick leave under suspicious circumstances (such as a request which immediately follows the employee’s being assigned to a particular job or task or repeated absences immediately preceding or following weekends, holidays or vacation periods, etc.) shall also be grounds for suspected abuse of sick leave.

(e) Actual abuse of sick leave shall subject an employee to discipline up to and including discharge. Abuse of sick leave consists of:
   
   i. Unjustified or unsubstantiated use of sick leave (as in cases where a doctor’s certificate is required but not supplied, or in cases where the doctor’s certificate or employee statement fails to substantiate the employee’s claim of illness or injury requiring the employee to be off work); or
   
   ii. Unjustified failure to give adequate notice to the City of the use of sick leave; or
   
   iii. Falsification of a written, signed statement by the employee or of a doctor’s certificate.

(f) In reference to Article IX, Section 9.5(e), an employee will be required to produce a medical certificate after using three (3) days of sick leave for employee’s spouse or dependent child.

Section 13.16. Hearings.

The City and the Union shall each be responsible for the compensation of their own witnesses and/or representatives who attend hearings where the Union and the City or the Union and the employee are parties (for example, court hearings, State Labor Board hearings); provided, however, that one employee shall be released from duty if necessary to attend such hearing without loss of pay. If the employee or Union wishes that additional employee representatives or witnesses be present, those employees shall be released from work pursuant to Section 13.2, Exchange of Duty, if the employee requests such exchange.

Section 13.17. Physical Fitness Program.

(a) General. The City and the Union recognize that employees should be in good physical condition in order to perform their work effectively and safely and to protect themselves, co-workers and citizens. The City recognizes that it has a responsibility to provide a safe working environment, consistent with the inherent risks and hazards of the work, including but not limited to, insuring that employees are physically fit to perform their work. The approach of this Article shall be positive, and the objective shall
be to ensure that employees are fit for work, rather than to discipline or otherwise adversely affect employees. The parties will continue to work through the Joint Safety Committee to achieve the objectives of this Article.

(b) Medical Examinations. The City shall provide and pay for a medical examination for all employees covered by this Agreement, on a periodic basis, in order to evaluate the employee’s fitness for duty. The examination shall include those factors which are determined medically appropriate, including electrocardiogram and/or exercise stress tests where appropriate and shall utilize NFPA 1582 Standard on Medical and Physical Performance Requirements for Fire Fighters as a guide in the City physician’s determination.

(c) Employee Safeguards. Confidentiality of files under this Section shall be maintained. The City will receive from the medical evaluation only a report that the employee was fit or unfit for duty. Details of the medical examination shall be submitted to the employee, not the City, except that if the employee is determined unfit for duty, the City shall be supplied with that medical information which the physician believes is appropriate in order to evaluate the employee’s medical suitability for continued work and/or rehabilitation. If the City receives an unfit for duty medical report, the City will, consistent with the medical evaluation, take into account such factors as medical evaluation from the employee’s own physician, referral to a third independent physician, education, training, re-evaluation, medical leave, referral to light duty and/or employee rehabilitation. The City will take every medical step reasonably appropriate under the circumstances to enable an employee to return to duty and, consequently, a decision to terminate an employee’s employment for unfitness for duty shall only be made as a last resort.

(d) Physical Performance. The Department shall adopt a physical exercise program required for participation by all employees. The Department will provide and maintain exercise equipment for employees to utilize at each Fire Station. Recommendations concerning specific exercise equipment and the particular fitness or exercise program shall be developed by the Physical Fitness Committee.

(e) Grievance and Arbitration. Any action taken by the City declaring an employee medically unfit for duty shall be subject to grievance and final and binding arbitration pursuant to Section 6.3 of this Agreement. In the event that the City unilaterally adopts a particular exercise program, employees shall participate in the program in good faith, but no discharge or demotion as a result of such participation shall become effective until such time as any disputes between the City and Union as to the reasonableness or validity of any unilaterally adopted exercise program are resolved. Any disputes between the City and Union as to the reasonableness or validity of any unilaterally adopted exercise program shall be subject to final and binding grievance and arbitration under Section 6.1 and Section 6.3 of this Agreement. If the Union so desires, it may raise a potential grievance under this Article in writing at a meeting of the Joint Safety Committee, prior to filing a grievance, in which event if the complaint remains unresolved, the grievance will be filed directly at Step 2 of the grievance procedure.
(f) **Voluntary Wellness and Fitness Program:** The City and the Union agree to establish a voluntary employee wellness and fitness program. To participate in the program, the employee must receive and pass the annual medical examination in accordance with Section 13.17 (B).

**The employee must also:**

- Abstain from use of tobacco products and pass nicotine metabolite (cotinine) test.
  - Any employee who is found to have a cotinine value between 100ng and 299ng is entitled to request one retest to verify the results, provided the employee requests the retest to the Chief within 48 hours of receiving the results.
  - Any employee who receives a test value of 300ng or more is not entitled to a retest.
- Participate in a regular exercise program within the guidelines of Department SOG.
- Pass 7 of the 8 fitness assessment exercises administered. Must pass body composition and VO2max.

**Fitness Assessment Passing Scores**

**MALE**

<table>
<thead>
<tr>
<th>Exercises</th>
<th>21-30 yrs old</th>
<th>31-40 yrs old</th>
<th>41-50 yrs old</th>
<th>51+</th>
</tr>
</thead>
<tbody>
<tr>
<td>Push-ups</td>
<td>35</td>
<td>30</td>
<td>25</td>
<td>20</td>
</tr>
<tr>
<td>Plank</td>
<td>90 sec.</td>
<td>75 sec.</td>
<td>60 sec.</td>
<td>45 sec.</td>
</tr>
<tr>
<td>Grip Strength</td>
<td>100</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>Curl</td>
<td>100 lbs</td>
<td>90 lbs</td>
<td>80 lbs</td>
<td>70 lbs</td>
</tr>
<tr>
<td>Squat</td>
<td>225 lbs</td>
<td>185 lbs</td>
<td>145 lbs</td>
<td>105 lbs</td>
</tr>
<tr>
<td>Sit and Reach</td>
<td>14</td>
<td>14</td>
<td>14</td>
<td>14</td>
</tr>
<tr>
<td>VO2max</td>
<td>40</td>
<td>40</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>Body Comp.</td>
<td>18-19%</td>
<td>19-20%</td>
<td>20-21%</td>
<td>21-22%</td>
</tr>
</tbody>
</table>

**FEMALE**

<table>
<thead>
<tr>
<th>Exercises</th>
<th>21-30 yrs old</th>
<th>31-40 yrs old</th>
<th>41-50 yrs old</th>
<th>51+</th>
</tr>
</thead>
<tbody>
<tr>
<td>Push-ups</td>
<td>24</td>
<td>21</td>
<td>18</td>
<td>14</td>
</tr>
<tr>
<td>Plank</td>
<td>90 sec.</td>
<td>75 sec.</td>
<td>60 sec.</td>
<td>45 sec.</td>
</tr>
<tr>
<td>Grip Strength</td>
<td>70</td>
<td>70</td>
<td>70</td>
<td>70</td>
</tr>
<tr>
<td>Curl</td>
<td>70</td>
<td>65</td>
<td>56</td>
<td>49</td>
</tr>
<tr>
<td>Squat</td>
<td>225 lbs</td>
<td>185 lbs</td>
<td>145 lbs</td>
<td>105 lbs</td>
</tr>
<tr>
<td>Sit and Reach</td>
<td>14</td>
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<td>14</td>
<td>14</td>
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<td>VO2max</td>
<td>40</td>
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<td>40</td>
<td>40</td>
</tr>
<tr>
<td>Body Comp.</td>
<td>28-29%</td>
<td>29-30%</td>
<td>30-31%</td>
<td>31-32%</td>
</tr>
</tbody>
</table>

**Test will be given in this set order:**

1. VO2max
2. Sit and Reach
3. Plank
4. Squat
5. Push-ups
6. Curl
7. Grip Strength
8. Body Composition

Employees meeting these requirements shall receive a $500 stipend toward medical expenses for the following calendar year. This stipend shall be applied to reduce the monthly amount of the employees’ contribution to the health insurance plan selected by the employee.

Section 13.18. New Classifications.

If the City creates new classifications within the bargaining unit, the Union shall be provided with thirty (30) days’ advance notice. The parties shall meet over a period of at least forty-five (45) days at mutually agreeable times and negotiate with respect to wage rates, hours and other conditions of employment for the new classification. Each party’s representative shall give fair consideration to the other party’s proposals. In the event the parties are not able to reach agreement, any disputes as to the City’s or Union’s proposals that constitute a mandatory subject of bargaining shall, at the election of either party, be referred to arbitration for resolution in accordance with the procedures of Section 14 of the IPLRA, as modified below, except that the neutral chairman shall be selected in accordance with Section 6.3, Step 4 of this Agreement.

The arbitrator’s authority as to any dispute as to wage rates shall be to determine whether the wage rate for the new classification bears a proper relationship to the wage rates of the classification set forth in the labor contract. Any disputes as to other issues shall be determined in accordance with applicable standards of Section 14(h).

In any arbitration under this Section there is a presumption that the hours and other conditions of employment in the Agreement shall apply to the newly-created classification. Should the party asserting that the existing hours and other conditions of employment contained in the Agreement are inapplicable to the newly-created classification, fail to establish the unique character of the newly-created classification, the interest arbitrator shall proceed no further as to issues relating to hours and other conditions of employment. If, however, the interest arbitrator is satisfied that the newly-created classification presents unique circumstances requiring the establishment of hours and/or other conditions of employment which differ from those included in the Agreement, that interest arbitrator shall decide those issues under the statutory criteria and procedures established by Section 14(h) of the IPLRA. The arbitrator must address the issue of the asserted inapplicability of the existing hours and conditions of employment to the newly-created classification before proceeding to the wage issue in dispute.
Section 13.19. Maintenance of Service Levels.

The parties recognize and acknowledge the following standards of service:

a) The parties have jointly committed to maintain safe working conditions as described in Section 13.1 of this agreement.

b) “The Fire Department exists, 24 hours of every day, to protect life, property, and the environment. We will provide superior quality fire suppression, emergency medical services, fire prevention, public education, technical and special rescue, non-emergency and support services: to prevent or minimize situations that affect the people we serve.”

c) The City Council has determined that this purpose is presently accomplished by maintaining daily staffing levels in accordance with the budget appropriated and adopted for fiscal years 2012-2013, which may be subject to change by City Council after compliance with the dispute resolution procedures of this agreement.

d) The present daily staffing levels ensure the safety of employees and protection of the life and property of citizens because staffing levels are sufficient to ensure that companies responding to emergency calls have the staffing necessary to be effective and respond within the department’s average response time.

e) The parties acknowledge that the present daily staffing levels are not necessarily absolute and may be subject to reconsideration due to circumstances currently unforeseen. In the event the City believes changes in present staffing levels are necessitated by changed circumstances, the City shall notify the Union of the reasons for any changes and upon written request from the Union, within ten calendar days, a Labor-Management meeting shall convene to discuss and negotiate in good faith as to the City’s proposed changes. If the parties are unable to come to an agreement within 20 days, either party may invoke interest arbitration in accordance with § 14 of the Act, except the mediation shall be waived. The single arbitrator shall be selected under the procedures of the collective bargaining agreement except the parties shall select the arbitrator from the first panel received within seven days of receipt of the panel, and final offers shall be submitted by the parties to the arbitrator within seven days of the arbitrator’s appointment. The hearing shall thereafter be conducted and concluded within ten (10) days of the arbitrator’s appointment and a decision rendered (without the filing of post-hearing briefs, pre-hearing briefs will be permitted) within seven (7) days thereafter. In the event the arbitrator selected is unwilling to meet these time frames, the last arbitrator struck will be selected until an agreeable arbitrator is found.

f) The Union agrees that during these discussion and negotiations prior to impasse, it will direct all correspondence and inquiries to the City’s appointed negotiating team. The City agrees to share any concerns of the Union with the City Council in the event the proposed changes require City Council’s approval.

g) This side letter of agreement shall expire (sunset) at 11:59 p.m. on the 31st day of December, 2018, and the parties shall revert immediately to the provisions of the
parties’ collective bargaining agreement. The parties agree that the provisions within this side letter of agreement and the effects of its application shall be considered non-precedential, shall not be considered to be the “status quo” in any future negotiation, and shall not be used by either party for any purpose whatsoever in any future interest arbitration involving the parties. Nothing herein shall constitute a waiver of either party’s position as to whether or not minimum manning is a mandatory subject to bargaining.

Section 13.20. Outside Employment.

Employees shall annually notify the Chief in writing of any outside employment. Outside employment shall be defined as being employed by an employer, contracting for or accepting anything of value in return for services and/or self-employed for remuneration. Employees shall be allowed to work on outside employment on their days off, provided such employment shall not:

1. Result in a conflict of interest as defined by City Code of Ethics
2. Bring the City into disrepute
3. Result in outside work during an employee’s work shift; or
4. Involve the use of City equipment, supplies of facilities without express permission from the fire Chief or his designee.
ARTICLE XIV
Policy on Drug and Alcohol Screening

Section 14.1. General Policy Regarding Drugs and Alcohol.

The use of illegal drugs and the abuse of alcohol and legal drugs by members of the Evanston Fire Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such use and abuse violate the reasonable expectations of the public that the City employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol use.

In the interests of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by employees and potential employees of the Evanston Fire Department. Contained herein is the policy and program of the City of Evanston and the Evanston Fire Department, as specifically applied to members of the Evanston Fire Department.

The Fire Department has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are physically and emotionally fit to perform their jobs at all times. For these reasons, the abuse of prescribed drugs, the abuse of alcohol or the use, possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by Department members is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

Section 14.2. Definitions.

a) “Drugs” shall mean any controlled substance listed in 720 ILCS 570/102, known as the Illinois Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. Thus, the term “drugs” includes both abused prescription medications and illegal drugs of abuse, to include Schedule I, II, III, IV, and V controlled substances. In addition, it includes “designer drugs” which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. A listing of drugs covered by this policy includes, but is not limited to:

- Opium
- Morphine
- Codeine
- Heroin
- Meperidine
- Marijuana
- Barbiturates
- Glutethimide
- Methaqualone
- Tranquilizers
- Cocaine
- Amphetamines
- Phenmetrazine
- LSD
- Mescaline
- Steroids
- Psilocybin-Pilocyn
- MDA
- PCP
- Chlortal Hydrate
- Methylenedentate
- Hash
- Hash Oil

b) “Impairment” due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug
in his/her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed. “Impairment” due to alcohol shall be presumed when a blood alcohol content of .02 or more is measured.

c) “Positive Test Results” shall mean a positive result on both a confirming test and an initial screening test. If the initial test is positive, but the confirming test if negative, the test results will be deemed negative and no actions will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration specified in Section VI.A.7.

d) The term “drug abuse” includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

Section 14.3. Pre-Employment and Probationary Screening.

All new Firefighter applicants will be required to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol prior to employment. No applicant with a confirmed positive result shall be eligible for hire. Any applicant refusing to submit to such required testing shall not be considered for employment. Probationary employees will be required to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol during the final 30 days of the probationary period.

Section 14.4. Prohibitions.

Firefighters shall be prohibited from:

a) Consuming or possessing alcohol or illegal drugs at any time during the work day on any of the Employer’s premises or job sites, including all of the Employer’s buildings, properties, vehicles and the employee’s personal vehicle while engaged in the business of the Employer.

b) Using, selling, purchasing or delivering any illegal drug during the work day or when off duty.

c) Being impaired due to alcohol during the course of the work day.

d) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

e) The use of alcohol within four hours of reporting to duty.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

Section 14.5. Administration of Tests.

a) Informing Employees Regarding Policy. New employees will be supplied with a copy of this Policy on Drug and Alcohol Screening as part of the new employee orientation. The City shall provide annual training to employees regarding the goals of this policy, namely, that employees of the Fire Department be fit and free from the adverse effects of the use of illegal drugs and the abuse of alcohol and legal drugs; such training will include a review of this policy. However, it is the responsibility of all members of the Fire Department to be aware of, and adhere to, this policy and rules and procedures contained herein.
b) **Reasonable Suspicion.** Where the City has reasonable suspicion of drug use or alcohol abuse, a test may be ordered and the employee may be required to report for testing. Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is using and/or is physically or mentally impaired due to being under the influence of alcohol or illegal drugs. Reasonable suspicion will be based upon the following:

   i. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled substances; or
   
   ii. Information provided by an identifiable third party which is independently investigated by the Fire Chief or his designee to determine the reliability or validity of the allegation.

c) **Accidents/Injuries.** When a member is involved in an on-the-job accident or injury, a supervisor shall conduct a preliminary investigation promptly and, as part of the investigation, shall evaluate the member’s appearance and behavior. Drug and alcohol testing may be required where there is reasonable suspicion that an error or mistake due to drug or alcohol use by the member caused the accident or injury or where there is reasonable suspicion that a member’s alcohol or drug use may have contributed to the incident.

d) **Performance.** When a member is observed to be behaving in a manner causing reasonable suspicion of drug and/or alcohol use, the supervisor may require a drug and alcohol test. Whenever feasible, the impaired behavior should be observed and corroborated by another supervisory member.

e) **Arrest or Indictment.** When a member has been arrested or indicted for conduct involving alcohol abuse and/or illegal drug related activity on or off duty, the Fire Chief may require drug/alcohol screening. The Fire Chief may also or instead of a drug/alcohol screening, make a mandatory referral for an evaluation of the existence of a substance abuse problem. If the certified substance abuse professional or other licensed physician or psychologist acceptable to the City and to the Union indicates that a treatment program is recommended, that treatment program will be viewed as mandatory in accordance with the existing language in the drug/alcohol policy. If the evaluation indicates a treatment program is not necessary, the treatment program would not be mandatory.

f) **Status of Employee Following Order for Testing.** When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

g) **There shall be no across-the-board or random testing of employees except as specifically provided for by Section 14.9 of this Article, or as otherwise mutually agreed in writing by the parties.**
Section 14.6. Testing Procedures.

The test procedures outlined in this Section shall conform with the Federal Guidelines issued by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) as set forth in Title 42 of the Code of Federal Regulations. In the event there is any conflict between the procedures set forth in this Section 14.6 and SAMHSA Standards, the SAMHSA Standards shall control.

Human Resources, in conjunction with the Fire Chief, will ensure that the following procedures are established for the collection of urine and blood specimens and the testing of such specimens at a designated SAMHSA-certified laboratory.

A. General Procedures.
   1) Employees covered by a collective bargaining agreement are entitled to union representation; a union representative shall accompany the employee to the collection site, provided such representative is available and that securing such representative does not impede the process.
   2) Collection Sites. Collection services will be provided at the OMEGA Clinic (the City’s physician group). For services when OMEGA is not open, collection services will be provided at the Evanston Hospital Emergency Room.
   3) Chain-of-Custody. In all cases, strict chain-of-custody procedures will be followed:
      a. Immediately after the specimen is obtained, the client and the doctor or nurse will initial the confidence seal on the urine specimen.
      b. Both parties will sign the laboratory chain-of-custody form, including the date and time.
      c. Labeled specimens will be placed in a locked refrigerator or laboratory container located in the clinic. The OMEGA staff member will sign and date the OMEGA log.
      d. Lab courier will pick up specimens twice per weekday and once per weekend. Courier and OMEGA staff will sign the chain-of-custody form.
      e. Specimens will be transported directly to the designated SAMHSA-certified laboratory where they will be processed in a separate drug testing area accessible only to authorized personnel.
      f. Once in the lab, all personnel who handle the specimen must sign and date the chain-of-custody form.
   4) Scheduling.
      a. “For cause/fitness for duty” and other non-routine collection of specimens for testing will not require an appointment, but the individual must be accompanied by a supervisor, who will present identification. In most cases, OMEGA will be notified by phone of a collection request “on the way.”
      b. Routine collection of specimens for testing will be done by appointment at least 24 hours in advance.
      c. When collection is done at the Emergency Room, the City will notify OMEGA on the next business day. At the hospital, the supervisor will present identification and notice that this is an OMEGA client.
5) **Results.** Results will be confidentially forwarded to Human Resources. Generally, this means within 24-72 hours of specimen pick-up by the lab. Results will not be released by phone when the call is initiated by someone outside OMEGA or the testing lab. Written results are the property of the City of Evanston and will not be released by OMEGA or the laboratory to an employee/applicant without proper authorization from the City.

6) **Collection Procedure.**
   a. Client identity will be verified by driver’s license or by the supervisor in the absence of a picture ID. Verification will be done by doctor or nurse.
   b. Drug history/drug disclosure form will be completed by the client, and reviewed by the doctor or nurse.
   c. Consent form will be signed by client and witnessed.
   d. The specimen will be obtained as follows:
      i. At the OMEGA site, the collection will be unwitnessed: the client will be fully unclothed, dressed in a hospital gown, wash his/her hands thoroughly, including under and around the fingernails, and accompanied to the bathroom door. The client will void in a bathroom with colored toilet water, taps shut off, and devoid of soap or other materials which would be used to adulterate the specimen.
      ii. At the Emergency Room site, if the specially-equipped bathroom is not available, the test will be witnessed. A doctor and/or nurse will accompany the client to the bathroom and will be physically present when the specimen is produced. Blood alcohol specimens will be obtained by a nurse.
   e. Blood alcohol specimen will be labeled with name, test date, time, and will be initialed by the nurse or doctor and the client.
   f. Urine specimen will be sealed in full view of the client and the confidence seal placed over the top of the bottle.
   g. The chain-of-custody process will be initiated, and specimens will be given an I.D. number. The specimen will be labeled with that number, as is the chain-of-custody form.
   h. Copies of the chain-of-custody form will be sealed in a tamper-proof custody envelope with the specimen. The envelope will be locked up in a metal box or locked refrigerator.
   i. “For Cause” testing will also include a medical history and physical exam to gather an understanding of any physical conditions, known or unknown, of a client, as well as to provide a third party observation and assessment of the individual.
   j. In connection with its testing program the City shall engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by any employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.
7) Laboratory Process. OMEGA will utilize a SAMHSA-certified laboratory for all drug/alcohol screening processing. The laboratory will:
   a. Use 7 drug panel of: amphetamines, barbiturates, benzodiazepines, cocaine, cannabinoids (THC), opiates and phencyclidine, unless the specific situation requires testing for another specific substance(s), plus alcohol (ethyl).
   b. Use the enzyme immunoassay (EIA) procedure as the initial screen and use gas chromatography/mass spectroscopy (GC/MS) as the confirmatory method, utilizing cutoff levels consistent with the US Department of Health and Human Services which are currently as follows:

   Analytes and Their Cutoffs

   Effective Date: October 1, 2010
   Reference: Federal Register, November 25, 2008 (73 FR 71858), Section 3.4

<table>
<thead>
<tr>
<th>Initial test analyte</th>
<th>Initial test cutoff concentration</th>
<th>Confirmatory test analyte</th>
<th>Confirmatory test cutoff concentration</th>
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</thead>
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<tr>
<td>Marijuana metabolites</td>
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<td>Benzoylegonine</td>
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<td>Opiate metabolites</td>
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<tr>
<td>Codeine/Morphine²</td>
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<td></td>
<td></td>
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<tr>
<td>MDMA⁶</td>
<td>500 ng/mL</td>
<td>MDMA</td>
<td>250 ng/mL</td>
</tr>
</tbody>
</table>

¹ Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).
² Morphine is the target analyte for codeine/morphine testing.
³ Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.
⁴ Methamphetamine is the target analyte for amphetamine/methamphetamine testing.
⁵ To be reported as positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.
⁶ Methylenedioxyamphetamine (MDMA).
⁷ Methylenedioxyamphetamine (MDA).
⁸ Methylenedioxymethylamphetamine (MDEA).

   c. Freeze and retain all positive specimens for at least twelve (12) months after testing.
   d. Use for alcohol (ethyl) a blood alcohol content level of .02 grams per 100 cubic centimeters.
B. **Independent Testing.** When an employee has been tested pursuant to the rules established herein and there are confirmed positive results, the employee may request that a portion of the original specimen be submitted for an independent test. The employee shall be notified of his/her right to do so and request and complete the independent test within ten (10) days of notice. The independent test shall be at the employee’s expense, shall use equivalent testing and chain-of-custody process used by the City. If such independent test yields a negative test result, the City will consider those results in its determination of further action.

C. **Confidentiality of Test Results.** The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, Human Resources, and such other officials as may be designated by the City Manager on a need-to-know basis consistent with the other provisions of this Agreement, including treatment needs, diagnosis, use of the Employee Assistance Program and investigation of disciplinary action. Test results will be disclosed to the designated representative of the union upon request. Test results will not be disclosed externally except where the person tested consents or disclosure is permitted by law. Any member whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results. A breach of confidentiality shall be considered a serious act of misconduct and the Union may grieve and remedy violations through the grievance procedure. Nothing in this provision shall be construed as waiving the Union’s statutory right to obtain information that may be relevant to collective bargaining or the administration of grievances.

**Section 14.7. Voluntary Request for Assistance.**

Employees are encouraged to voluntarily seek treatment, counseling and/or other support and assistance for an alcohol or drug related problem. If such voluntary assistance is sought by the employee before the employee commits rule violations connected with drug/alcohol abuse, and/or before the employee is subjected to for cause testing under this policy, there shall be no adverse employment action taken against an employee who voluntarily seeks assistance. When voluntary assistance is requested under this policy, the employee may use the City’s Employee Assistance Program to obtain referrals, treatment, counseling and other support and all such requests shall be treated as confidential pursuant to the City’s normal procedures in the operation of its Employee Assistance Program.

**Section 14.8. Specific Responsibilities.**

A. The Fire Chief or his/her designee will:
1. Identify those members where a drug/alcohol screen is required and inform Human Resources of said status.
2. When necessary, initiate a preliminary investigation to determine the validity of a member’s admission that he/she is presently taking prescribed drugs.
   a. If the preliminary investigation reveals that the drugs have been legally prescribed and are being consumed according to prescription directions, no further investigation will ensue.
b. In all other instances, a formal investigation will ensue when the test results disclose positive indicators and/or evidence of drug/alcohol usage by the member.

B. Command level personnel or the Fire Chief shall ensure that members have been properly notified of the date and time of a drug/alcohol screen and that the notification has been properly documented.

C. The member subject to a drug/alcohol screen will:
   1. Report on a date and time determined by the Department.
   2. Furnish documentation relating to the use of any prescribed drugs; i.e., prescription bottle with prescription number, prescribing physician’s statement, etc.
   3. Answer all pre-medical examination questions including the use of any/all prescribed drugs and the name(s) of any prescribed drugs and the name(s) of any prescribing physician(s).
   4. Cooperate in the completion of all phases of the drug/alcohol screen in accordance with the instructions of the examining physician or his/her designee.
   5. Have in his/her possession his/her departmental identification card.

D. Any member who is taking prescription medication that could affect perception, judgment, memory, coordination or other necessary ability to perform one’s duties shall report such fact and the nature of the illness or condition requiring the medication to his/her supervisor. Such information will be treated on a confidential basis.

Section 14.9. Disciplinary Action for Confirmed Positive Test Results.

a) First Positive. The first confirmed positive test result will be cause for disciplinary action up to and including a five duty day disciplinary suspension. The employee must agree to the following conditions: (1) the employee will be mandatorily referred to the City’s Employee Assistance Program for evaluation, diagnosis and development of a treatment plan consistent with generally accepted standards; and (2) the employee will be required to cooperate in the treatment plan, undergo unannounced periodic drug and/or alcohol screening for a period of up to 12 months, successfully complete the prescribed treatment, remain free of drug and alcohol use, and sign an agreement consenting to said conditions. Failure to comply with these conditions of continued employment shall be cause for discharge.

b) Second Positive – During Treatment. If an employee has a first confirmed positive test under the previous paragraph A and enters a treatment program, and thereafter that employee has a subsequent confirmed positive test result while the employee is in treatment, as a result of unannounced periodic drug and/or alcohol screening, the employee shall receive a 30 shift day disciplinary suspension and shall be required to continue in treatment and comply with the other conditions of treatment as set forth in the preceding paragraph, which 30 shift day disciplinary suspension shall be final and binding on the Union and the employee and shall not be subject to the grievance procedure. Any confirmed positive test thereafter, either periodic unannounced or reasonable suspicion, shall result in the employee’s discharge, which
shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure of the collective bargaining agreement.

c) **Second Positive – Reasonable Suspicion.** An employee who has a first confirmed positive test under Paragraph A of this Section 14.9 and who subsequently has a confirmed positive test under the reasonable suspicion standard shall be discharged, which discharge shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure in the collective bargaining agreement.

d) **Employment Status.** There is no requirement on the part of the City to keep an employee on active employment status who is receiving treatment under this Section if it is appropriately determined (i.e., determination by an independent physician and/or appropriately certified medical and/or psychological professional) that the employee’s current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment.
ARTICLE XV
Paramedics

Section 15.1. General.
In an effort to maintain a sufficient number of Paramedics for the City of Evanston, the following policy will be adopted:

This policy applies to members in the Department who perform Emergency Medical Services, have secured licensure as Emergency Medical Technician/Paramedic (EMT-P) with the State of Illinois, Department of Public Health, by and through the Emergency Medical System (EMS) under which the Evanston Fire Department operates its Advanced Life Support (ALS) Service, and to members of the Department who are in the process of obtaining such licensure (provisional).

A memorandum will be issued annually by the Fire Chief regarding a reasonable number of paramedics necessary for the provision of EMS services by the Evanston Fire and Life Safety Department.

Section 15.2. Training.
Annual required training of Paramedics and provisional members of the Evanston Paramedics Service shall normally take place on duty hours. Where training activities are scheduled at a time when a participant is not regularly scheduled to work, overtime shall be paid in accordance with the Union Contract.

Paramedics may also enroll in additional educational courses and seminars offered by outside agencies to enhance their EMT-P skills; any outside training opportunities shall be procured under the guidelines as set forth in the Department’s Outside Training SOG.

Section 15.3. Implementation of Staffing.
Sufficient Paramedics to properly staff the Paramedic Service shall be secured from the following sources:

a) Volunteer Paramedics: Firefighters hired from the provisional employment list posted on December 12, 1983 or provisional employment lists posted on earlier dates who have volunteered (or who may volunteer in the future) to secure appropriate licensure and perform as Paramedics. These Paramedics must agree to commit to participate in the service for a term of service – hereinafter referred to as a “basic commitment period” – equal to the duration of his/her existing period of licensure.

b) Mandatory Paramedics: Firefighters hired from the provisional employment list posted on July 7, 1986 or hired after August 18, 1986. These persons shall be required as a condition of employment to attain and maintain in good standing their licensure as an EMT-P (Paramedic).

c) Drafted/Assigned Paramedics: If the Fire Chief determines there are insufficient existing Paramedics and additional Paramedics are necessary to provide Emergency
Medical Services, Firefighters may be drafted/assigned to become Paramedics. Firefighters will be assigned beginning with the non-paramedic Firefighter with the least amount of seniority, in ascending order until the appropriate number of Paramedics is secured. A drafted/assigned Paramedic shall be required to participate in the EMS for one complete period of licensure, following completion of the licensing and certification requirements. Drafted/assigned Paramedics shall make their best effort to secure the required licensure and certifications.

Section 15.4. Conditions for Withdrawal from Paramedic Program.

a) Volunteer or Drafted/Assigned Paramedics: Members of the Department who are Volunteer or Drafted/Assigned Paramedics and who have completed their basic commitment period may request to withdraw from the program. All requests to withdraw must be made between November 1 and November 30 of each year and shall be submitted in writing to the Fire Chief. These members may be allowed to withdraw if the number of existing paramedics exceeds the number set by the Fire Chief, in descending order of seniority as a Paramedic with the Evanston Fire Department. Seniority in this case will be determined by the month and year the member becomes certified in the St. Francis System.

b) Medical Withdrawal: Volunteer and Drafted/Assigned Paramedics may withdraw from the service prior to completing their basic commitment or further commitment terms or outside of the stated withdrawal terms only upon submission of satisfactory medical evidence of unsuitability for the Paramedic Service and after approval by the Fire Chief or his designee. Mandatory Paramedics who cannot continue as a Paramedic and require medical withdrawal shall seek a disability pension or are subject to termination.

c) Post Withdrawal: Any paramedic allowed to withdraw from the program and remain with the Department will be required to maintain status as an EMT-B.

Section 15.5. Paramedic School and Classes.

a) Failure to Pass Paramedic Class/State Test: Mandatory Paramedics will be given only one opportunity to pass the Paramedic Class, unless agreed otherwise by a committee of three which consists of the EMS Coordinator, the Division Chief EMS, and the Fire Chief. In addition, they will be given no more than three (3) opportunities to pass the State licensure test. Any Mandatory Paramedic who fails to pass the class or test based upon the criteria in this section will be subject to termination.

b) Post Class Requirements of the EMS System: Provisional paramedics must successfully complete any licensure requirements within 12 months of passing the State paramedic exam, unless an extension is recommended by a committee of three, which consists of the EMS Coordinator, the Division Chief EMS, and the Fire Chief.

c) EMT-B Course: Failure to complete the EMT-B course within the same
constraints as outlined for the Paramedic course will subject the individual to termination.

Section 15.6. Liability Coverage.

The City shall provide complete liability coverage for Firefighters operating within the scope of their employment as Paramedics.

Section 15.7. Paramedic Preceptors.

The City shall establish a Paramedic Preceptor program to provide a mentoring relationship between a paramedic student and established firefighter/paramedics. The Preceptor is to provide to the student the assistance necessary to develop the knowledge and skills to the level at which the student is capable of operating as a Paramedic in the St. Francis EMS System.

a) Qualifications: Preceptors must be a firefighter/paramedic in good standing within the St. Francis EMS System, and must have a minimum of three years of such standing with the Evanston Fire Department. Preceptors must also possess the following certifications: 1) Advanced Cardiac Life Support; 2) Pediatric Advanced Life Support.

b) Requirements: The preceptor must 1) complete the St. Francis EMS System preceptor orientation program, 2) meet all System and Departmental reporting and riding requirements, and 3) maintain the mentoring relationship from assignment to a student through the student’s successful completion of the State licensure exam.

Selection/Payment: The Department may select preceptors from an eligible volunteer pool. The Department reserves the right to assign members as preceptors to meet its needs. Paramedics who are serving as preceptors as of March 1, 2001 will be considered as qualified for selection as a preceptor. An employee assigned to serve as a preceptor to a student for a shift will be paid 10.0% of the GP pay step hourly rate for the twenty-four hours of the shift worked.

Section 15.8. Performance Improvement Measures and Critiques "PIC".

No disciplinary action may be taken by the City of Evanston upon an EMT or Paramedic for any and all information brought about within the confines of the EMS Resource Hospital Request for Clarification or Performance Improvement Critique "PIC" Methods. The City maintains the right to clarify any pre-hospital care provided by an EMT or Paramedic employed by the City. However, any clarification conducted by City personnel must be concluded prior to commencement of a Request for Clarification or "PIC" ordered by the EMS Resource Hospital and is subject to Article VI of the CBA.

The results of the Request for Clarification or "PIC" Methods as dictated by the EMS Resource Hospital are for quality improvement only and are not to be punitive to the EMTs or Paramedics involved.
ARTICLE XVI
Promotions

Section 16.1. Promotions.
Promotions to the rank of FAO, Captain, and Shift Chief shall be governed by the rules and regulations of the City of Evanston in effect as of March 1, 1991 and the Fire Department Promotion Act (50 ILCS 742) to the extent they are not inconsistent with the terms of this Article, (a copy of the Act is attached as Appendix G), or other mutual agreements between the parties under this Article. Beginning with the expiration of the 2005-2009 promotional eligible list, the City will post new promotional eligible lists no more than three years after the posting of the prior list(s) for FAO, Fire Captain, and Shift Chief; promotional eligible lists shall last for a minimum of two years, unless exhausted.

Section 16.1.1. Vacancies.
This Article applies to promotions to vacancies in the ranks of Fire Apparatus Operator, Captain and Shift Chief. A vacancy shall be deemed to occur in a position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period of up to 5 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted. Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list; such candidate must provide in writing his decision to refuse a promotion including the reason therefore, and submit same to the Fire Chief no later than 5 calendar days following the offer of promotion. Any candidate not following this procedure or who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person’s opportunities to participate in future promotion examinations.

Section 16.2. Fire Apparatus Operator/Qualified Driver.
Promotions to rank of Fire Apparatus Operator shall be governed by the rules and regulations of the City of Evanston in effect as of March 1, 1991 and the Fire Department Promotion Act (50 ILCS 742) to the extent they are not inconsistent with the terms of this Article, (a copy of the Act is attached as Appendix G), or other mutual agreements between the parties under this Article. The City will post new promotional eligible lists no more than three years after the posting of the prior list, for Fire Apparatus Operator; promotional eligible list shall last for a minimum of two years, unless exhausted. Obtaining the rank of Fire Apparatus Operator shall not be a requirement to promote to the next rank of Fire Captain.

In order for an employee to participate in the Fire Apparatus Operator examination, said employee shall have a minimum of three years (3) experience with the Evanston Fire
Department assigned to suppression, as a firefighter or a firefighter/paramedic to test and qualify as a Fire Apparatus Operator.

An employee must possess the following qualifications to participate in the examination:

- State of Illinois Driver’s License Class A (Non-CDL) classification OR for members residing outside of Illinois:
  - A similarly waived CDL license classification as Illinois (i.e., Non-CDL Class A) OR
  - A driver’s license issued by his/her residency state that permits driving fire service vehicles AND that state maintains a reciprocity agreement that allows the member to operate emergency vehicles in Illinois, OR
  - If a member lives in a state that does not have such reciprocity agreements, he must possess a CDL commensurate with position as determined by the Fire Chief.
- Illinois Office of the State Fire Marshall FAE Certificate,

The placement of employees on promotional lists shall be based on the points achieved by the employees on promotional examinations for Fire Apparatus Operator consisting of the following components weighted as specified:

- Written Exam 50%
- Practical Exam Pass/Fail
- Seniority 50%

All applicants that pass the practical exam and written exam (minimum passing score of 70% on each exam) will be placed on the eligibility list in rank order. In the event of tied scores, the more senior applicant will be placed ahead of the other applicant on the list.

Seniority will be calculated based on months of completed service as of the close of applications. Candidates shall be awarded a maximum of fifty (50) points on the promotional examination for seniority. Candidates shall be awarded two points for each Twelve months of completed service, and thereafter, one sixth (.167) of a point for each month of completed service to the maximum of 50 points.

a) Procedure for Selection. Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to the that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person’s ability to perform the duties of the promoted rank since the posting of the promotional list. If the
highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remedial, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in Article 6.3 of this Agreement. In the event of a tied score, the applicant with the most seniority will be placed ahead of the other.

b) Test Components. All promotional criteria used shall have a direct bearing on the position being tested and will stress objectivity and seek to minimize the interjection of subjective considerations unrelated to performance. All promotional criteria will be job related in accordance with EEOC guidelines. Scores on each component of the exam shall be posted.

Written Exam The written examination shall consist of questions which are job related and validated. Study guides and reference lists shall be made available equally to all candidates at least ninety (90) days before the date of the written examination.

(a) The appointing authority may not condition eligibility to take the written examination on the candidate’s score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least ninety (90) days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25 of the Fire Department Promotions Act, or if the tests are graded offsite by a bona fide testing agency, the observers (if appointed) shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may
hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

(c) A joint Labor/Management Committee shall be formed by the express purpose of assisting any outside agency in designating the job related subject matter to be tested. A sample written examination that may be examined by the appointing authority, testing agency and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners and other appointed or elected officials) may see or examine the specific questions or the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(d) Each department shall maintain reading and student materials for its current written examination and the reading list for the last two (2) written examinations or for a period of five (5) years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

**Practical Exam** The practical examination shall consist of questions which are job related and validated. Study guides and reference lists shall be made available equally to all candidates at the same time as study material is made available for the written exam

(a) A joint Labor/Management Committee shall be formed for the express purpose of assisting any outside agency in designating the job related subject matter to be tested.

(b) The practical examination shall consist of questions and scenarios relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of study materials that the appointing authority has identified and made readily available to potential examinees at least ninety (90) days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given.

(c) Practical examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25 of the Fire Department Promotions Act, or if the tests are graded offsite by a bona fide testing agency, the observers (if appointed) shall witness the sealing and the shipping of the tests for grading.

(d) The Practical exam will be Pass/Fail with the applicant needing 70% to pass and be placed on the eligibility list.
c) Supplemental Concepts. The parties will further agree that the promotion system shall be guided by the following principles:

1. All rating factors should be related to performance factors important to carrying out the major duties of the promotional rank.

2. Rating factors should be weighted in accordance with their relative importance in the primary duties of the promotional rank, recognizing that a FAO is responsible for the care, management, and operation of assigned fire apparatus.

3. The rating system should stress objectivity and seek to minimize the interjection of subjective considerations unrelated to performance.

4. The authority assigning the final rating should be able to account for its rating by providing reasons or examples of performance to support its conclusion.

5. Due deference should be accorded to the advice and recommendations of outside consultants who may be retained by the City to provide expert guidance in the designing and implementation of a professionally developed performance and promotional evaluation system.

d) Grievances. Any candidate may file a grievance under the grievance/arbitration procedures of this Agreement. Any such grievance must be (1) filed within 21 days of the date the City posts the promotional list; and (2) limited to a claim that the City failed to follow the promotional procedural requirements of this Article (as distinguished from a claim that the grievant disagrees with the specific promotional selection.)

**Assignments:** Current FAOs shall be grandfathered into their rank and will not be required to participate in the testing process. There shall be a minimum of twenty one (21) Fire Apparatus Operators. An opening shall be filled with the first available candidate from the eligibility list. A candidate on the eligibility list will be known as a Qualified Driver (QD). The Department shall fill all vacancies within thirty (30) days, according to the qualified drivers list.

As with other ranks, FAOs will be assigned to a particular shift. The Fire Chief or his designee may change a FAO shift assignment for a bona fide operational need of the department.

**Conflict with Other Programs:**

FAOs can and shall be detailed as an Acting Captain according to the Acting Policy and this contract.

**Fire Apparatus Operator Pay.**
Effective upon execution of this Agreement, any FAO shall be eligible to receive a stipend as follows:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Stipend Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2017 - December 31, 2018</td>
<td>$2,000.00 ($166.67 per month)</td>
</tr>
</tbody>
</table>

**FAO Absence:**

When a FAO is absent due to leave time, the driver’s position should be filled with a FAO or a Qualified Driver. If a FAO or QD is not available, a FAO shall be hired back to fill the position. When there is an opening due to a FAO being absent and a FAO from another shift is working either due to a hireback or trade, the FAO will be used prior to a QD.

**Use of a Qualified Driver:**

Qualified Drivers (QD) may be used when an FAO is not available. A QD can drive either an engine or truck if he/she has both courses. If the QD has only one of the classes, that is the only vehicle that they are qualified to drive.

The current method of becoming a FAO/QD shall be utilized until a formal eligibility list is established, no later than December 2013:

1. **Engine:** Two years of employment with the Evanston Fire Department; Fire Apparatus Engineer (FAE) state certification; completion of in-house driver training course;

2. **Aerial:** Three years of employment with the Evanston Fire Department; Fire apparatus Engineer (FAE) state certification; completion of in-house driver training course; completion of aerial operations class.

3. Fire Apparatus Operators shall be the most senior members who have qualified on both the engine and the truck.

**Fire Apparatus Operator Job Description:**

Under supervision, drives, operates and maintains (in accordance with his classification) fire apparatus and related firefighting equipment, engages directly in firefighting, EMS, fire prevention activities and training which are designed to protect and safeguard lives and property; assists in routine maintenance of fire stations and equipment; performs prescribed duties in any emergency so declared by the Fire Chief or his designee.

A fire Apparatus Operator is responsible for the care and management of assigned fire apparatus and motor vehicles; is held strictly accountable for its condition at all times, particularly with reference to its cleanliness, good order and readiness for emergency service.
Illustrative Examples of Work: Drives fire apparatus (engine, truck, etc.) to scene of fires, emergencies and as otherwise ordered; connects and disconnects engine hose line from hydrant to pumper; operates pumper and/or aerial apparatus in fighting fires, making minor repairs and adjustments to equipment during operation; cleans associated fire equipment; tests pumper for proper operating efficiency; ensures that assigned apparatus is clean and ready for inspection daily, except as otherwise directed in emergency circumstances by superior; ensures that assigned apparatus is operated safely under all circumstances consistent with conditions; ensures that assigned tools and equipment are used only for intended purposes including work at fire and scheduled drills; maintains accountability and availability of assigned equipment; maintains fire apparatus check/status reports; performs duties of superior, may exercise direction over firefighter and less senior fire apparatus operators when so ordered.

Required Knowledge, Skills and Abilities:

Must be familiar with buildings, streets, fire hydrants, alarm boxes, etc.; have knowledge of the operating theory and practice of pumps, pump motors and hose lay outs; working knowledge of the rules and regulations of the Evanston Fire Department; ability to drive and operate fire apparatus and related equipment; ability to follow oral and written Instructions; ability to establish and maintain effective working relations with others; have ability to perform heavy physical labor in the lifting, moving and connecting of heavy hose sections and other equipment; skill in the operation and routine maintenance of fire apparatus and related equipment; must demonstrate proficiency in the duty of the firefighter.

Accident Review

Accident Prevention. An employee receiving two preventable accidents in a rolling twelve month period shall be subject to remedial training as designated by the Joint Safety Committee. The Safety Committee may null and void one preventable accident (marked against an FAO/Q D in a 12 month period) if the Safety Committee determines the accident to be minor in nature. Regardless of whether the Joint Safety Committee determines that an accident is preventable, and regardless of whether an employee is subject to remedial training as designated by the Joint Safety Committee, an employee may nevertheless be disciplined for conduct related to an accident by the Fire Chief, whose authority to discipline an employee is independent of the Joint Safety Committee’s determination.

Accident Review. All accidents will be reviewed by the Joint Safety Committee established pursuant to Section 13.6. For purposes of this section, the Committee will make the determination if the accident was preventable or not preventable.

a) The Committee has the right to order specific drivers training for corrective measures. Any corrective measures are to be done on-duty and a summary of the corrective measures will be documented by the Company Officer (prior to the end of his/her tour of duty) and placed into the employee’s training file.
b) All accidents will be reviewed within twenty-one (21) calendar days of an incident, and the employee involved will receive results within seventy-two (72) hours. An employee may appeal the decision. The appeal must be made in writing as to his/her rational for the appeal. The appeal shall be e-mailed to the Fire Chief or his designee.

c) In the event of a tie or an appeal, an appeals board, separate from the Joint Safety Committee, shall be formed within ten (10) business days consisting of a Suppression Fire Captain, F.A.O., and a Chief Officer. The Fire Chief shall choose two, and the Union President shall choose one.

The Board shall meet within ten (10) business days and the employee involved will receive results within seventy-two (72) hours.

If the employee is not satisfied with the results or the process, he/she has the right to file a grievance according to Article VI section 6.3 starting at step 2 within ten (10) days.

Section 16.3. Fire Captain.

In order for an employee to qualify for and participate in the Fire Captain examination, said employee shall have five years’ experience with the Evanston Fire Department assigned to suppression, as a firefighter or a firefighter/paramedic. For examinations beginning after January 1, 2006, employees must possess the following additional qualification to participate in the examination: possession of Fire Officer I State Certification or Fire Officer I Provisional or an Associate’s or Bachelor’s or Master’s degree in Fire Science, Fire Management or Public Safety with a fire service concentration. Such degrees must be from accredited institutions.

The placement of employees on promotional lists shall be based on the points achieved by the employees on promotional examinations for Fire Captain consisting of the following four components weighted as specified:

<table>
<thead>
<tr>
<th>Component</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Written Test</td>
<td>60%</td>
</tr>
<tr>
<td>Professional Achievement</td>
<td>15%</td>
</tr>
<tr>
<td>Oral Exam</td>
<td>12.5%</td>
</tr>
<tr>
<td>Seniority</td>
<td>12.5%  (up to)</td>
</tr>
</tbody>
</table>

Those applicants whose scores are the top 80% of the applicant pool will be placed on the eligibility list. In the event of tied scores, both applicants will be placed on the eligibility list with the more senior applicant being ahead of the other applicant on the list.

Seniority will be calculated based on months of completed service as of the close of applications. Candidates shall be awarded a maximum of twelve and one-half (12.5) points on the promotional examination for seniority. Candidates shall be awarded one point for each twenty-four months of completed service, and thereafter, one-twenty-fourth (.042) of a point for each month of completed service to the maximum of 12.5 points.
a) Procedure for Selection. Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person’s ability to perform the duties of the promoted rank since the posting of the promotional list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remedial, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in Article 6.3 of this Agreement. In the event of a tied score, the applicant with the most seniority will be placed ahead of the other.

b) Test Components. All promotional criteria used shall have a direct bearing on the position being tested and will stress objectivity and seek to minimize the interjection of subjective considerations unrelated to performance. All promotional criteria will be job related in accordance with EEOC guidelines. Scores on each component of the exam shall be posted. Total points awarded for subjective components shall be posted before the written exam is administered and before the promotion list is compiled.

Written Exam. The written examination shall consist of questions which are job related and validated. Study guides and reference lists shall be made available equally to all candidates at least ninety (90) days before the date of the written examination.

(a) The appointing authority may not condition eligibility to take the written examination on the candidate’s score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least ninety (90) days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers (if appointed) shall witness
the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

(c) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners and other appointed or elected officials) may see or examine the specific questions or the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(d) Each department shall maintain reading and study materials for its current written examination and the reading list for the last two (2) written examinations or for a period of five (5) years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

Oral Exam. The oral interview shall be conducted by a panel of fire chiefs or other sworn fire professionals plus one current fire officer selected by the Union. The fire officer selected by the Union shall be limited to fire officers who have served on Fire Departments the size of Evanston or larger in the rank of Shift Chief, Battalion Chief or their equivalents or higher. Total points for the oral exam shall be posted before the written examination is administered and before the promotion list is compiled.

Professional Achievements. The following are professional achievement categories which will be used for the promotional exam. The examples given are not intended as an exhaustive list. The certificate lists shall be subject to updating at a labor/management meeting prior to the examination. The intention of this provision is to account for course names changing and new courses developing, and it is not intended for gross omissions or inclusions of categories without negotiating in good faith. When there is a logical progression of degrees, points shall only be awarded for the highest degree achieved. Candidates shall be awarded points to a maximum of fifteen (15) for professional achievements as follows:

**College Education:**

Associate’s Degree in Fire Science, Emergency Management, or related degree  
Bachelor’s Degree or higher in Fire Science, Emergency Management,
or related degree 7 points

Bachelor's Degree in any other field 3 points
Certificate of Applied Science: Fire Science 1.5 points
Associate's Degree in any other field 1.5 points

Fire Officer:
Fire Officer I/Company Officer 2 points
Fire Officer II/Advanced Fire Officer 4 points

EMS:
Active EFD Paramedic Preceptor in good standing 1 point

Active EFD Paramedic Preceptor in good standing that has been the lead preceptor for at least 1 preceptee during the previous 5 years from promotional application deadline. A signed Medical Officer attestation required to receive points. 2 points

Active EFD CPR Instructor 1 point
AHA Certificates that are NOT available during normal EFD training (i.e., PALS and ACLS): One (1.0) point awarded for certificates requiring 24 hours or more of instruction, and one-half (0.5) point awarded for certificates requiring less than 24 hours of instruction.

Skill Development Courses (i.e., IFSI, Cornerstone, etc.):
One (1.0) point shall be awarded for certificate of completion for every course requiring 24 hours or more. (e.g., Smoke Divers, RIT Under Fire, FAST, Engine Company Operations, Truck Company Operations, etc.)

One-half (0.5) point shall be awarded for certificate of completion for each course requiring less than 24 hours to complete. (e.g., Basic Company Officer, First-In Officer, Vehicle Fire Fighting, Routine Emergencies, etc.)

OSFM Certificates:
One (1.0) point shall be awarded for certificate of completion for every course requiring 24 hours or more. (e.g., Fireground Company Officer School, Fire Apparatus Engineer, Advanced Firefighter, Rope Operations, Trench Technician, Hazardous Materials Technician, etc.)

One-half (0.5) point shall be awarded for certificate of completion for each course requiring less than 24 hours to complete. (e.g., Technical Rescue Awareness, Fire Service Vehicle Operator, etc.)
Candidates are not allowed to double count OSFM certificates that are prerequisites for OSFM Officer Certification. Example: Counting OSFM ISO or Instructor 2 and also claiming points as Fire Officer II/Advanced Fire Officer.

**Other:**
Homeland Security, Incident Command/Unified Command, NIMS 300 and 400, National Fire Academy: One (1.0) point will be awarded for each certificate of completion requiring 24 or more hours (e.g., Department of Justice Cobra classes). One-half (0.5) point will be awarded for each certificate requiring less than 24 hours.

Firefighting/EMS Operations Seminars: One-half (0.5) point will be added for those classes completed with a Certificate of Completion (e.g., Norman, Brannigan).

SCUBA Certification: One point (1.0) each for PADI, NAUI, RDI, Advanced Open Water, etc. requiring 24 or more hours of instruction. One-half (0.5) point for certificates requiring less than 24 hours of instruction.

Points shall be awarded for other certificates of completion that are job related as defined in this section and as determined by the joint labor management committee. Candidates can appeal for a second review by the joint labor management committee.

c) **Supplemental Concepts.** The parties will further agree that the promotion system shall be guided by the following principles:
   1. All rating factors should be related to performance factors important to carrying out the major duties of the promotional rank.
   2. Rating factors should be weighted in accordance with their relative importance in the primary duties of the promotional rank, recognizing that a Captain or Shift Chief is expected to serve as the leader of a fire company or shift.
   3. The rating system should stress objectivity and seek to minimize the interjection of subjective considerations unrelated to performance.
   4. The authority assigning the final rating should be able to account for its rating by providing reasons or examples of performance to support its conclusion.
   5. Due deference should be accorded to the advice and recommendations of outside consultants who may be retained by the City to provide expert guidance in the designing and implementation of a professionally developed performance and promotional evaluation system.

d) **Grievances.** Any candidate may file a grievance under the grievance/arbitration procedures of this Agreement. Any such grievance must be (1) filed within 21 days of the date the City posts the promotional list; and (2) limited to a claim that the City failed
to follow the promotional procedural requirements of this Article (as distinguished from a claim that the grievant disagrees with the specific promotional selection.)

Section 16.4. Shift Chief.

In order for an employee to qualify for and participate in the Shift Chief examination, said employee shall have five years’ experience with the Evanston Fire Department as a Captain assigned to suppression. For examinations beginning after January 1, 2006, employees must possess the following additional qualifications to participate in the examination: possession of Fire Officer II State Certification or Fire Officer II Provisional or a Bachelor’s or Master’s degree in Fire Science, Fire Management, or Public Safety with a fire service concentration. Such degrees must be from accredited institutions.

All provisions in the Section concerning “Promotions – Captain” shall be applicable to the promotion of Shift Chief except as follows:

<table>
<thead>
<tr>
<th>Written Test</th>
<th>60%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Achievements</td>
<td>15%</td>
</tr>
<tr>
<td>Oral Examination</td>
<td>12.5%</td>
</tr>
<tr>
<td>Seniority</td>
<td>12.5%</td>
</tr>
</tbody>
</table>

Seniority will be calculated based on months of completed service in the rank of Captain as of the close of applications. Candidates shall be awarded a maximum of twelve and one-half (12.5) points on the promotional examination for seniority. Candidates shall be awarded one point for each twenty-four months of completed service, and thereafter, one-twenty-fourth (.042) of a point for each month of completed service to the maximum of 12.5 points.

a) Procedure for Selection. This procedure is as described above in Section 16.3 Fire Captain, except that all qualified applicants shall be placed on the eligibility list.

b) Test Components. This procedure is as described above in Section 16.3 Fire Captain, except:

c) Professional Achievement Points. The following are professional achievement categories which will be used for the promotional exam. The examples given are not intended as an exhaustive list. The certificate lists shall be subject to updating at a labor/management meeting prior to the examination. The intention of this provision is to account for course names changing and new courses developing, and it is not intended for gross omissions or inclusions of categories without entering negotiations. When there is a logical progression of degrees, points shall only be awarded for the highest or degree achieved. Candidates shall be awarded points to a maximum of fifteen (15) for professional achievements as follows:

**College Education:**
- Associate’s Degree in Fire Science, Emergency Management, or related degree: 3 points
- Bachelor’s Degree in Fire Science, Emergency Management, or related degree: 7 points
Master's Degree in Fire Science, Emergency Management, or related degree 9 points

Bachelor's Degree in any other field 3 points
Certificate of Applied Science: Fire Science 1.5 points
Associate's Degree in any other field 1.5 points

Fire Officer:
Fire Officer II/Advanced Fire Officer 4 points
Chief Fire Officer 6 points

Skill Development Courses (i.e., IFSI, Cornerstone, etc.):
One (1.0) point shall be awarded for certificate of completion for every course requiring 24 hours or more related to command of multiple companies or fire personnel management. (e.g., Special Response Team Leadership, Fireground Command Officer School, etc.)

One-half (0.5) point shall be awarded for certificate of completion for each course requiring less than 24 hours to complete related to command of multiple companies or fire personnel management. (e.g., Leadership Principles for the Fire Officer, First-In Officer, etc.)

OSFM Certificates:
One (1.0) point shall be awarded for certificate of completion for every certificate requiring 24 hours or more of instruction related to command of multiple companies or fire personnel management. (e.g., Fireground Command Officer School, Hazardous Materials Incident Command, Fire Department Incident Safety Officer, etc.)

One-half (0.5) point shall be awarded for each certificate requiring less than 24 hours of instruction related to command of multiple companies or fire personnel management.

Candidates are not allowed to double count OSFM certificates that are prerequisites for OSFM Officer Certification. Example: Counting OSFM ISO or Instructor 2 and also claiming points as Fire Officer II/Advanced Fire Officer.

Other:
Homeland Security, Incident Command/Unified Command, NIMS 300 and 400, National Fire Academy, Illinois Fire Chief’s Association: One (1.0) point will be awarded for each class/certificate requiring 24 or more hours related to command of multiple companies or fire personnel management. One-half (0.5) point will be awarded for each class/certificate requiring less than 24 hours.

Firefighting/EMS Operations Seminars: One-half (0.5) point will be added for those completed with a Certificate of Completion (e.g., Norman, Brannigan).
Points shall be awarded for other certificates of completion that are job related as defined in this section and as determined by the joint labor management committee.

Candidates can appeal for a second review by the joint labor management committee.

d) Oral Examination. The oral examination for Shift Chief will be conducted by a panel of Fire Chiefs or other sworn Fire professionals plus one current Fire Officer selected by the Union. The Fire Officer selected by the Union shall be limited to Fire Officers who have served on Fire Departments the size of Evanston or larger, in the rank of Shift Chief, Battalion Chief or their equivalents or higher.

e) Grievances. Any candidate may file a grievance under the grievance/arbitration procedures of this Agreement. Any such grievance must be (1) filed within 21 days of the date the City posts the promotional list; and (2) limited to a claim that the City failed to follow the promotional procedural requirements of this Article (as distinguished from a claim that the grievant disagrees with the specific promotional selection).

Section 16.5. Fire Department Promotion Act.
The parties agree that the following provisions of the Fire Department Promotion Act, 50 ILCS 742, shall be incorporated herein by reference into this Article: Section 5, Definitions; Section 10, Applicability; and Section 65, Violations.

Section 16.6. Waiver and Agreement.
Pursuant to Section 10(e) of the Fire Department Promotion Act and Section 15 of the Illinois Public Labor Relations Act, the parties specifically agree that the process for promotion to the ranks of Fire Apparatus Operator, Fire Captain and Shift Chief shall be governed solely by the provisions of this Article and that such contract provisions shall supersede and be in lieu of the provisions of the Fire Department Promotion Act and, where they conflict, the Rules and Regulations of the City of Evanston with respect to promotions. The parties recognize that certain provisions relating to mandatory subjects and to the prior method of handling promotions freely negotiated by the parties were compromised by the City in consideration for agreement on the part of the Union to include provisions that modify the Fire Department Promotion Act or waive the applications of such provisions. The parties respectively acknowledge that either party may propose modifications of this Article in successor agreements beyond the 2005 successor agreement, and that such proposals may impact upon the balance established under this Article. In such event, the concessions made by either party under the terms of this Article shall not prejudice either parties’ rights to withdraw or modify such terms in regard to the negotiations of the terms of a successor article. It is further understood that the terms of this Article shall continue in effect during the period of negotiations between the parties as to the terms of a successor contract; provided
that, if interest arbitration is invoked by either party and any part of this Article is in
dispute, the terms and conditions of this Article which vary from the terms of the IFDPA
shall not be within the jurisdiction of the arbitrator to determine without the express
consent of the Union or the City, as applicable, and shall lapse upon the award of the
arbitrator.

Section 16.7. Military Preference Points for Promotion.

A candidate on a preliminary promotion list, who is eligible for veteran's preference
points under the Illinois Municipal Code, may file a written application for that preference
within 10 days after the posting of the preliminary promotion list. The City of Evanston
shall then make adjustments to the rank order of the preliminary promotion list based
solely on any veteran's preferences awarded. The final adjusted promotion list shall
then be posted.

Military preference points are to be awarded based on the following criteria:

A promotional candidate on the preliminary promotional list must have been
engaged in active military or naval service of the United States at anytime for a
period of one year, who was honorably discharged there from, who is now or who
may hereafter be on inactive or reserve duty in such military or naval service.
However, persons who were convicted by court-martial of disobedience of orders
where such disobedience consisted in the refusal to perform military service on
the grounds of alleged religious or conscientious objections against war shall be
ineligible. Qualifying candidates are to receive preference points according to
state statute.

No person shall receive the preference for a promotional appointment granted by this
Section after he/she has received one promotion from an eligibility list on which he/she
was allowed such veteran's preference.

Employees who are candidates for promotion to the ranks of FAO and Captain may
apply to their promotional scores on both lists, any military preference points to which
they are entitled under the Fire Department Promotion Act with appropriate adjustments
in their ranking on each list. However, in the event such a candidate is promoted from
one list, the military preference points applied on the second list shall be deducted from
his total points and his ranking reduced on the second list as applicable. The adjusted
list shall then add any candidate that was originally excluded according to Section 16.3.
For example, an employee who is a candidate for promotion for both FAO and Captain
who has applied military preference on both lists and who is promoted to the rank of
FAO shall have the military preference points credited to his points on the Captain list
subtracted from his total points and his rank on the list reduced commensurate with
such reduced total.
ARTICLE XVII
Termination and Legality Clauses

Section 17.1. Ratification and Amendment.
No amendment or modification of this agreement during its term shall be effective unless reduced to writing and agreed to, ratified and signed by a representative of the Union and either the City Manager or the Human Resources Division Manager.

Section 17.2. Savings.
If any provision of this Agreement is subsequently declared by federal or state legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Such invalidated provision(s) shall be the subject of immediate negotiations between the parties in order to attempt to negotiate a substitute provision.

Section 17.3. Entire Agreement.
The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. This paragraph does not waive the right to bargain over any subject or matter not referred to or covered by this Agreement which is a mandatory subject of bargaining and concerning which the City is formally proposing changing during the term of this Agreement, provided the Union, upon notification, makes a timely and proper request to bargain over the change being proposed by the City.

Section 17.4. Duration and Renegotiations.
This Agreement shall be in effect from January 1, 2017 to 11:59 p.m. on December 31, 2018 and from year to year thereafter unless either party gives written notice to the other party of its desire to modify or amend this Agreement on or before September 1, 2018 or any subsequent September 1. Negotiations for the new collective bargaining agreement shall begin on or about October 1, 2018 or another mutually agreeable date.

During the pendency of proceedings before the arbitration panel, existing wages, hours, and other conditions of employment shall not be changed by action of either party without the consent of the other but a party may so consent without prejudice to his rights or position under the Act. The proceedings are deemed to be pending before the arbitration panel upon the initiation of arbitration procedures under the Act.
EXECUTED this __ day of __________________, after receiving approval by the City Council and after ratification by the Union membership.

EVANSTON FIRE FIGHTERS ASSOC.  CITY OF EVANSTON, ILLINOIS

IAFF LOCAL 742

________________________________________  _______________________________
APPENDIX A
APPLICATION FOR UNION MEMBERSHIP AND AUTHORIZATION FOR CHECKOFF OF UNION DUES AND ASSESSMENTS

I hereby apply for membership in the Evanston Fire Fighters Association, Local No. 742, International Association of Fire Fighters, AFL-CIO-CLC. I understand that I am covered by the “fair share” provision of the current labor agreement between the Union and the City of Evanston.

I hereby authorize the City of Evanston to deduct from my pay the uniform dues and/or uniform assessments of Evanston Fire Fighters Association, Local No. 742, International Association of Fire Fighters, AFL-CIO-CLC and remit said amounts to the Union.

I understand that this application for membership and check-off authorization cannot be canceled by me, unless I give written notice to both the City and the Union in the 30-day period beginning 15 days before the expiration date of the current labor agreement and extending to 15 days after said expiration date.

__________________________
Print Name

__________________________
Signature

__________________________
Date
APPENDIX B
SALARIES

Firefighter/Paramedic
Annual Salaries
Effective July 1, 2017 – December 31, 2017

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<tr>
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Fire Captain
Annual Salaries
Effective July 1, 2017 – December 31, 2017
2.75% Increase

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<th>3% long.</th>
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### Shift Chief
#### Annual Salaries
**Effective July 1, 2017 – December 31, 2017**
2.75% Increase

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<th>Step Rate</th>
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## Firefighter/Paramedic Annual Salaries
**Effective January 1, 2018 – December 31, 2018**

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## Fire Captain Annual Salaries

**Effective January 1, 2018 – December 31, 2018**

3% Increase

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<th>Grade Step</th>
<th>Step Rate</th>
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<th>4% ed pay</th>
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<th>3% long.</th>
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# Shift Chief

## Annual Salaries

**Effective January 1, 2018 – December 31, 2018**

3% Increase

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<th>Pay Grade</th>
<th>Grade Step</th>
<th>Step Rate</th>
<th>Annual Salary</th>
<th>2% ed pay</th>
<th>4% ed pay</th>
<th>1% long.</th>
<th>3% long.</th>
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</tbody>
</table>
APPENDIX C
SIDE LETTER OF AGREEMENT

Mr. William Lynch, President
Evanston Fire Fighters Association
Local No. 742, IAFF, AFL-CIO-CLC

Dear Mr. Lynch:
This letter will confirm that the parties have agreed that existing banked vacation time of IAFF members will not be unilaterally reduced and/or modified by the City during the term of this Agreement January 1, 2017 – December 31, 2018.

Very truly yours,

Wally Bobkiewicz
City Manager

The City agrees to restore every employee eight (8) hours of banked vacation time previously deducted on the 11/17/2017 paycheck no later than one (1) month after the effective date of this Agreement. The Union agrees to withdraw the current grievance (2017-005) and any and all pending administrative actions, including the one filed with the Illinois Department of Labor on 11/30/2017, on behalf of IAFF Local 742. The City agrees that such withdrawal of the grievance or other administrative proceedings on behalf of IAFF Local 742 does not, and will not, establish precedence on any current or future grievances or other administrative proceedings processed for similar challenges of furlough days or any forced reduction in benefit time banks. The City further agrees that it will not use or present the Union’s acceptance of the above concessions for any successor Labor Agreement in any administrative proceedings, arbitration, or interest arbitration, involving IAFF Local 742.
APPENDIX D
SIDE LETTER OF AGREEMENT

Mr. William Lynch, President
Evanston Fire Fighters Association
Local No. 742, IAFF, AFL-CIO-CLC

RE: Medical Officer

Dear Mr. Lynch:

This is to confirm that should the City reinstate usage of the rank of Medical Officer it is understood that the position of Medical Officer is included in the bargaining unit.

Very truly yours,

Wally Bobkiewicz
City Manager
APPENDIX E
SIDE LETTER OF AGREEMENT

In the event that the Department wishes to reduce the number of employees TDA’d to the Fire Prevention Bureau below two either through assigning said work to civilians or contracting out, the parties shall then promptly meet and negotiate in good faith over the proposed decision and its impact and effects. If the parties fail to reach agreement, either side may invoke arbitration to resolve the dispute according to the procedure of Step 4 Arbitration of this Agreement (Section 6.2), except that the arbitration shall be an interest arbitration conducted according to the provisions of the IPLRA as applicable, and the arbitrator shall determine the dispute by applying the interest arbitration provisions of the IPLRA, and the parties’ rights during and after the arbitration shall be as provided in the IPLRA.

Very truly yours,

Wally Bobkiewicz
City Manager
APPENDIX F
SIDE LETTER OF AGREEMENT

March 1, 2010

Mr. Brian Scott, President
Evanston Fire Fighters Association
Local No. 742, IAFF, AFL-CIO-CLC

RE Recall of Laid off firefighters

Dear Mr. Scott:

This is to confirm that upon execution of the agreement City shall recall laid off firefighters and make whole (base pay and NOT overtime) as of August 20, 2010 forward provided the employees accept reinstatement. The City will make every good faith effort to enable the laid off firefighters to return to work as soon as possible (example: as temporary hire).

Very truly yours,

Wally Bobkiewicz
City Manager
APPENDIX G
FIRE DEPARTMENT PROMOTION ACT

(50 ILCS 742/) Fire Department Promotion Act.

(50 ILCS 742/1)
Sec. 1. Short title. This Act may be cited as the Fire Department Promotion Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/5)
Sec. 5. Definitions. In this Act:

"Affected department" or "department" means a full-time municipal fire department that is subject to a collective bargaining agreement or the fire department operated by a full-time fire protection district. The terms do not include fire departments operated by the State, a university, or a municipality with a population over 1,000,000 or any unit of local government other than a municipality or fire protection district. The terms also do not include a combined department that was providing both police and firefighting services on January 1, 2002.

"Appointing authority" means the Board of Fire and Police Commissioners, Board of Fire Commissioners, Civil Service Commissioners, Superintendent or Department Head, Fire Protection District Board of Trustees, or other entity having the authority to administer and grant promotions in an affected department.

"Promotion" means any appointment or advancement to a rank within the affected department (1) for which an examination was required before January 1, 2002; (2) that is included within a bargaining unit; or (3) that is the next rank immediately above the highest rank included within a bargaining unit, provided such rank is not the only rank between the Fire Chief and the highest rank included within the bargaining unit, or is a rank otherwise excepted under item (i), (ii), (iii), (iv), or (v) of this definition. "Promotion" does not include appointments (i) that are for fewer than 180 days; (ii) to the positions of Superintendent, Chief, or other chief executive officer; (iii) to an exclusively administrative or executive rank for which an examination is not required; (iv) to a rank that was exempted by a home rule municipality prior to January 1, 2002, provided that after the effective date of this Act no home rule municipality may exempt any future or existing ranks from the provisions of this Act; or (v) to an administrative rank immediately below the Superintendent, Chief, or other chief executive officer of an affected department, provided such rank shall not be held by more than 2 persons and there is a promoted rank immediately below it. Notwithstanding the exceptions to the definition of "promotion" set forth in items (i), (ii), (iii), (iv), and (v) of this definition, promotions shall include any appointments to ranks covered by the terms of a collective bargaining agreement in effect on the effective date of this Act.

"Preliminary promotion list" means the rank order of eligible candidates established in accordance with subsection (b) of Section 20 prior to applicable veteran's preference points. A person on the preliminary promotion list who is eligible for veteran's preference

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under the laws and agreements applicable to the appointing authority may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated in accordance with Section 55 and applied as an addition to the person's total point score on the examination. The appointing authority shall make adjustments to the preliminary promotion list based on any veteran's preference claimed and the final adjusted promotion list shall then be posted by the appointing authority.

"Rank" means any position within the chain of command of a fire department to which employees are regularly assigned to perform duties related to providing fire suppression, fire prevention, or emergency services.

"Final adjusted promotion list" means the promotion list for the position that is in effect on the date the position is created or the vacancy occurs. If there is no final adjusted promotion list in effect for that position on that date, or if all persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/10)

Sec. 10. Applicability.

(a) This Act shall apply to all positions in an affected department, except those specifically excluded in items (i), (ii), (iii), (iv), and (v) of the definition of "promotion" in Section 5 unless such positions are covered by a collective bargaining agreement in force on the effective date of this Act. Existing promotion lists shall continue to be valid until their expiration dates, or up to a maximum of 3 years after the effective date of this Act.

(b) Notwithstanding any statute, ordinance, rule, or other laws to the contrary, all promotions in an affected department to which this Act applies shall be administered in the manner provided for in this Act. Provisions of the Illinois Municipal Code, the Fire Protection District Act, municipal ordinances, or rules adopted pursuant to such authority and other laws relating to promotions in affected departments shall continue to apply to the extent they are compatible with this Act, but in the event of conflict between this Act and any other law, this Act shall control.

(c) A home rule or non-home rule municipality may not administer its fire department promotion process in a manner that is inconsistent with this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the
concurrent exercise by home rule units of the powers and functions exercised by the State.

(d) This Act is intended to serve as a minimum standard and shall be construed to authorize and not to limit:

(1) An appointing authority from establishing different or supplemental promotional criteria or components, provided that the criteria are job-related and applied uniformly.

(2) The right of an exclusive bargaining representative to require an employer to negotiate clauses within a collective bargaining agreement relating to conditions, criteria, or procedures for the promotion of employees to ranks, as defined in Section 5, covered by this Act.

(3) The negotiation by an employer and an exclusive bargaining representative of provisions within a collective bargaining agreement to achieve affirmative action objectives, provided that such clauses are consistent with applicable law.

(e) Local authorities and exclusive bargaining agents affected by this Act may agree to waive one or more of its provisions and bargain on the contents of those provisions, provided that any such waivers shall be considered permissive subjects of bargaining.

(Source: P.A. 93-411, eff. 8-4-03; 94-809, eff. 5-26-06.)

(50 ILCS 742/15)

Sec. 15. Promotion process.

(a) For the purpose of granting promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, administer a promotion process in accordance with this Act.

(b) Eligibility requirements to participate in the promotional process may include a minimum requirement as to the length of employment, education, training, and certification in subjects and skills related to fire fighting. After the effective date of this Act, any such eligibility requirements shall be published at least one year prior to the date of the beginning of the promotional process and all members of the affected department shall be given an equal opportunity to meet those eligibility requirements.

(c) All aspects of the promotion process shall be equally accessible to all eligible employees of the department. Every component of the testing and evaluation procedures shall be published to all eligible candidates when the announcement of promotional testing is made. The scores for each component of the testing and evaluation procedures shall be disclosed to each candidate as soon as practicable after the component is completed.

(d) The appointing authority shall provide a separate promotional examination for each rank that is filled by promotion. All examinations for promotion shall be competitive among the members of the next lower rank who meet the established eligibility requirements and desire to submit themselves to examination. The appointing authority may employ consultants to design and administer promotion examinations or may adopt
any job-related examinations or study materials that may become available, so long as they comply with the requirements of this Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/20)

Sec. 20. Promotion lists.

(a) For the purpose of granting a promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, prepare a preliminary promotion list in accordance with this Act. The preliminary promotion list shall be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(b) A person's position on the preliminary promotion list shall be determined by a combination of factors which may include any of the following: (i) the person's score on the written examination for that rank, determined in accordance with Section 35; (ii) the person's seniority within the department, determined in accordance with Section 40; (iii) the person's ascertained merit, determined in accordance with Section 45; and (iv) the person's score on the subjective evaluation, determined in accordance with Section 50. Candidates shall be ranked on the list in rank order based on the highest to the lowest total points scored on all of the components of the test. Promotional components, as defined herein, shall be determined and administered in accordance with the referenced Section, unless otherwise modified or agreed to as provided by paragraph (1) or (2) of subsection (d) of Section 10. The use of physical criteria, including but not limited to fitness testing, agility testing, and medical evaluations, is specifically barred from the promotion process.

(c) A person on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(d) Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its
decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in effect covering the employee.

A vacancy shall be deemed to occur in a position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to 5 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

(e) A final adjusted promotion list shall remain valid and unaltered for a period of not less than 2 nor more than 3 years after the date of the initial posting. Integrated lists are prohibited and when a list expires it shall be void, except as provided in subsection (d) of this Section. If a promotion list is not in effect, a successor list shall be prepared and distributed within 180 days after a vacancy, as defined in subsection (d) of this Section.

(f) This Section 20 does not apply to the initial hiring list.

(Source: P.A. 95-956, eff. 8-29-08.)

(50 ILCS 742/25)

Sec. 25. Monitoring.

(a) All aspects of the promotion process, including without limitation the administration, scoring, and posting of scores for the written examination and subjective evaluation and the determination and posting of seniority and ascertained merit scores, shall be subject to monitoring and review in accordance with this Section and Sections 30 and 50.

(b) Two impartial persons who are not members of the affected department shall be selected to act as observers by the exclusive bargaining agent. The appointing authorities may also select 2 additional impartial observers.

(c) The observers monitoring the promotion process are authorized to be present and observe when any component of the test is administered or scored. Except as otherwise agreed to in a collective bargaining agreement, observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the
requirements of this Act or an applicable collective bargaining agreement to the appointing authority and all other affected parties.

(d) The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/30)

Sec. 30. Promotion examination components. Promotion examinations that include components consisting of written examinations, seniority points, ascertained merit, or subjective evaluations shall be administered as provided in Sections 35, 40, 45 and 50. The weight, if any, that is given to any component included in a test may be set at the discretion of the appointing authority provided that such weight shall be subject to modification by the terms of any collective bargaining agreement in effect on the effective date of this Act or thereafter by negotiations between the employer and an exclusive bargaining representative. If the appointing authority establishes a minimum passing score, such score shall be announced prior to the date of the promotion process and it must be an aggregate of all components of the testing process. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/35)

Sec. 35. Written examinations.

(a) The appointing authority may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least 90 days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing
agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates. The review sessions shall be at no cost to the candidates.

(c) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection District Board of Trustees and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(d) Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of 5 years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

(e) The provisions of this Section do not apply to the extent that they are in conflict with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 97-352, eff. 8-12-11.)

(50 ILCS 742/40)
Sec. 40. Seniority points.
(a) Seniority points shall be based only upon service with the affected department and shall be calculated as of the date of the written examination. The weight of this component and its computation shall be determined by the appointing authority or through a collective bargaining agreement.

(b) A seniority list shall be posted before the written examination is given and before the preliminary promotion list is compiled. The seniority list shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/45)
Sec. 45. Ascertained merit.
(a) The promotion test may include points for ascertained merit. Ascertained merit points may be awarded for education, training, and certification in subjects and skills related to the fire service. The basis for granting ascertained merit points, after the effective date of this Act, shall be published at least one year prior to the date ascertained merit points are awarded and all persons eligible to compete for promotion shall be given an equal opportunity to obtain ascertained merit points unless otherwise agreed to in a collective bargaining agreement.

(b) Total points awarded for ascertained merit shall be posted before the written examination is administered and before the promotion list is compiled.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/50)
Sec. 50. Subjective evaluation.

(a) A promotion test may include subjective evaluation components. Subjective evaluations may include an oral interview, tactical evaluation, performance evaluation, or other component based on subjective evaluation of the examinee. The methods used for subjective evaluations may include using any employee assessment centers, evaluation systems, chief's points, or other methods.

(b) Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon the completion of the subjective examination component or its application. A designated representative of the contracting union party shall be notified and be entitled to be present to monitor any preliminary meeting between certified assessors or representatives of a testing agency and representatives of the appointing authority held prior to the administration of the test to candidates for promotion.

(c) Where chief's points or other subjective methods are employed that are not amenable to monitoring, monitors shall not be required, but any disputes as to the results of such methods shall be subject to resolution in accordance with any collectively bargained grievance procedure in effect at the time of the test.

(d) Where performance evaluations are used as a basis for promotions, they shall be given annually and made readily available to each candidate for review and they shall include any disagreement or documentation the employee provides to refute or contest the evaluation. These annual evaluations are not subject to grievance procedures, unless used for points in the promotion process.

(e) Total points awarded for subjective components shall be posted before the written examination is administered and before the promotion list is compiled.

(f) Persons selected to grade candidates for promotion during an assessment center process shall be impartial professionals who have undergone training to be certified assessors. The training and certification requirements shall, at a minimum, provide that, to obtain and maintain certification, assessors shall complete a course of basic training,
subscribe to a code of ethical conduct, complete continuing education, and satisfy minimum activity levels.

(g) The standards for certification shall be established by a Joint Labor and Management Committee (JLMC) composed of 4 members: 2 designated by a statewide association whose membership is predominantly fire chiefs representing management interests of the Illinois fire service, and 2 designated by a statewide labor organization that is a representative of sworn or commissioned firefighters in Illinois. Members may serve terms of one year subject to reappointment.

For the purposes of this Section, the term "statewide labor organization" has the meaning ascribed to it in Section 10-3-12 of the Illinois Municipal Code.

In developing certification standards the JLMC may seek the advice and counsel of professionals and experts and may appoint an advisory committee.

The JLMC may charge reasonable fees that are related to the costs of administering authorized programs and conducting classes, including without limitation the costs of monitoring programs and classes, to the following: (i) applicants for certifications or recertifications, (ii) recipients of certifications or recertifications, and (iii) individuals and entities approved by the JLMC to conduct programs or classes.

The JLMC's initial certification standards shall be submitted to the Office of the State Fire Marshal by January 1, 2009. The JLMC may provisionally certify persons who have prior experience as assessors on promotional examinations in the fire service. Effective January 1, 2010 only those persons who meet the certification standards developed by the JLMC and submitted to the Office of the State Fire Marshal may be selected to grade candidates on a subjective component of a promotional examination conducted under the authority of this Act; provided this requirement shall be waived for persons employed or appointed by the jurisdiction administering the examination.

The JLMC shall annually:

(1) issue public notice offering persons who are interested in qualifying as certified assessors the opportunity to enroll in training; and

(2) submit to the Office of the State Fire Marshal an amended list of persons who remain certified, are newly certified, or who are no longer certified.

(h) The Office of the State Fire Marshal shall support the program by adopting certification standards based on those submitted by the JLMC and by establishing a roster of certified assessors composed of persons certified by the JLMC.

If the parties have not agreed to contract with a particular testing company to provide certified assessors, either party may request the Office to provide the names of certified assessors. Within 7 days after receiving a request from either party for a list of certified assessors, the Office shall select at random from the roster of certified assessors a panel numbering not less than 2 times the number of assessors required. The parties shall augment the number by a factor of 50% by designating assessors who may serve as alternates to the primary assessors.

The parties shall select assessors from the list or lists provided by the Office or from the panel obtained by the testing company as provided above. Within 7 days following
the receipt of the list, the parties shall notify the Office of the assessors they have selected. Unless the parties agree on an alternate selection procedure, they shall alternatively strike names from the list provided by the Office until only the number of required assessors remain. A coin toss shall determine which party strikes the first name. If the parties fail to notify the Office in a timely manner of their selection of assessors, the Office shall appoint the assessors required from the roster of certified assessors. In the event an assessor is not able to participate in the assessment center process for which he was selected, either of the parties involved in the promotion process may request that additional names of certified assessors be provided by the Office.

(Source: P.A. 97-174, eff. 7-22-11.)

(50 ILCS 742/55)

Sec. 55. Veterans' preference. A person on a preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in the applicable law and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his or her position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/60)

Sec. 60. Right to review. Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority or as otherwise provided by law.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/65)

Sec. 65. Violations.

(a) A person who knowingly divulges or receives test questions or answers before a written examination, or otherwise knowingly violates or subverts any requirement of this Act commits a violation of this Act and may be subject to charges for official misconduct.

(b) A person who is the knowing recipient of test information in advance of the examination shall be disqualified from the promotion examination or demoted from the rank to which he was promoted, as applicable and otherwise subjected to disciplinary actions.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/900)
Sec. 900. (Amendatory provisions; text omitted).
(Source: P.A. 93-411, eff. 8-4-03; text omitted.)

(50 ILCS 742/999)
Sec. 999. Effective date. This Act takes effect upon becoming law.
(Source: P.A. 93-411, eff. 8-4-03.)
APPENDIX H

PLANS PARTICIPATION AGREEMENT

Employer Participation Agreement
for the
Post Employment Health Plan
for Collectively Bargained Public Employees

This PARTICIPATION AGREEMENT, effective as of the 1st day of March 1999, (the "Effective Date"), by and between the undersigned employer (the "Employer"), and Public Employees Benefit Services Corporation (PEBSCO), as the administrator (the "Administrator") of the Post Employment Health Plan for Collectively Bargained Public Employees (the "Plan").

WITNESSETH:

WHEREAS, the Employer is a State or a political subdivision thereof, or an agency or instrumentality of any of the foregoing; and

WHEREAS, the Plan provides post-retirement reimbursement of qualifying medical care expenses for the benefit of government employees and their dependents and,

WHEREAS, pursuant to a collective bargaining agreement (attached hereto as Exhibit B) with Evanston Fire Fighters Association (the "Local Union"), the Employer has agreed to make contributions pursuant to the Plan for work performed by its employees covered by said collective bargaining agreement ("Contributions"); and

WHEREAS, the Contributions will be held in trust by the LaSalle National Bank, or its successor, as trustee (the "Trustee") of the Trust for the Post Employment Health Plan for Collectively Bargained Public Employees (the "Trust") for the exclusive benefit of plan participants and their qualified dependents;

WHEREAS, the Plan gives authority to the Administrator to accept on behalf of the Plan an Employer for participation in the Plan; and

WHEREAS, the Administrator is willing to accept the Employer as an Employer under the Plan upon the terms and conditions herein set forth;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Employer and the Administrator hereby agree as follows:

1. By execution of this Participation Agreement, the Employer adopts and agrees to be bound by all of the terms and provisions of the Plan and the Agreement and Declaration of Trust for the Plan assets (the "Trust Agreement") effective February 20, 1991 and such subsequent amendments which are adopted as provided in the Trust Agreement. The Employer agrees to be bound by all actions taken by the Administrator and the Trustee pursuant to the powers granted them by the Plan and Trust Agreement.

2. By execution of this Participation Agreement with the Employer, the Administrator accepts the Employer for participation in the Plan. The Trust Agreement and the Plan adopted by the Employer (and other participating employers) as in effect from time to time, shall fully apply to the Employer and its employees accepted for participation in the Plan.

3. This Participation Agreement does not authorize the Plan to bind the Employer in any manner inconsistent with the terms of its collective bargaining agreement and the Trust Agreement. This provision shall not preclude the Administrator or Trustee from enforcing any rights which are pro-
vided as a matter of law in favor of the Plan, its participants and beneficiaries or the Trustee.

4. This Participation Agreement shall cover only those categories of employment for which the present collective bargaining agreement between the Employer and the Local Union requires Contributions to the Plan. Any other categories of employment shall require specific acceptance by the Administrator to be covered under the Plan.

5. Subject to section 8 of this Agreement, this Agreement shall remain in effect during the term of any collective bargaining agreement between the Employer and the Local Union, during any extensions or renewals thereof and during any period the Employer continues to make Contributions provided that if any negotiated change in the collective bargaining agreement requiring Contributions to the Plan is made, such change must be submitted to the Administrator for acceptance prior to its becoming effective and binding on the Administrator. The Administrator, however, reserves the right to terminate the Employer's participation in the Plan:

(a) should the Employer fail to make Contributions to the Plan;

(b) if at any time the Employer's collective bargaining agreement is modified in a manner which affects the operation or administration of the Plan in a manner which is unacceptable to the Administrator or Trustee; or

(c) as otherwise provided in the Plan or Trust Agreement.

6. The commencement and continuation of the Employer's participation in the Plan is contingent upon such commencement or continuation of participation not impairing the attainment, or retention, of the tax exempt status of the Trust under section 501(c)(9) of the Internal Revenue Code of 1986, as amended.

7. The Employer shall pay Contributions to the Plan required by its collective bargaining agreement in effect with the Local Union, from time to time, for each employee in a category for whom a Contribution is required pursuant to its collective bargaining agreement with the Local Union. All Contributions shall be due and payable to the Trustee or such other lockbox designated by the Administrator from time to time and maintained by the Trustee. With each Contribution to the Plan, the Employer will provide the Administrator with a Contribution Summary Sheet (or similar Report) which shall list the employees for whom contributions are made, their social security numbers, names and whether the contributions are for health care premiums or unreimbursed health care expenses and the amounts to be allocated on behalf of each such employee. The Administrator or its designee shall record the Contribution and reconcile the Employer's Contribution Summary Sheet or other Report. The Administrator shall instruct the Trustee to transfer the Contributions in good order from the lockbox to the Trust Investment account upon completion of such recording and reconciliation. Contributions shall not accrue income or share in investment gains or losses while they are in the lockbox prior to the transfer to the Trust Investment account.

The Employer understands that failure to make payments in a timely manner may result in sanctions permitted by law, as well as the termination of its participation in the Plan, as provided in rules established from time to time by the Administrator.

On request the Administrator shall provide the Local Union a copy of the Contribution Summary Sheet (or similar Report) for Participants represented by the Local Union and shall notify the Local Union of the amounts received on behalf of those Participants at the request of the Union. The Administrator and Trustee may assume that Contributions paid over to the lockbox by participating Employers are correct. Any responsibility relating to enforcement of the contribution obligation pursu-
ant to the collective bargaining agreement and this Participation Agreement shall rest solely with the Local Union.

8. The Employer (and the Local Union through the collective bargaining agreement) hereby appoint, and approve of, PEBSCO to provide claims payment services and to act as the Administrator for the Plan. The Employer further agrees that the Administrator's compensation for its services shall be based on the schedule attached hereto as Exhibit A. The Administrator's fee shall remain fixed for the duration of the collective bargaining agreement unless the Employer and Administrator, upon mutual agreement, adjust the Administrator's fees during the term of the collective bargaining agreement. Upon the expiration of the collective bargaining agreement, the Administrator may adjust its fee. If the Employer does not approve a revised fee schedule, then the Administrator shall charge the fee based on the schedule approved by a majority of the Employers employing a majority of Participants participating under the Plan.

9. In addition to the fees to the Administrator, the Administrator shall have the authority to pay from the Trust any additional fees for legal services, Trustee expenses and other Plan related fees and expenses reasonably determined by the Administrator to be necessary for the Plan's and Trust's operation.

10. The Employer and the Local Union (through the collective bargaining agreement) hereby appoint, and approve of, LaSalle National Bank to act as Trustee of the Plan and Trust, and hereby ratify the terms of the Trust Agreement entered into between employees' representatives (i.e., the Professional Firefighters of Wisconsin, the Illinois Professional Firefighters Association, and the Wisconsin Professional Police Association) and the Trustee, a copy of which has been provided to the Employer. 11. The Employer (and its covered employees through its Advisory Committee Representative) hereby appoint and approve of Nationwide Advisory Services, Inc. to act as investment manager for the Trust's assets and the utilization of a group variable annuity for investment of the Employer's contributions. The Employer acknowledges that it has received and reviewed the informational brochure for the annuity. It is understood and agreed that part of the arrangement between PEBSCO as Administrator and product provider Nationwide Life Insurance Co. includes commissions.

12. No waiver of any default in performance on the part of the Administrator or the Employer or any breach or series of breaches of any of the terms of this Agreement shall constitute a waiver of any subsequent breach. Resort to any remedies referred to herein shall not be construed as a waiver or any other rights and remedies to which the Administrator is entitled under this Agreement or otherwise.

13. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed without the invalid portion.

14. The Employer shall indemnify and hold the Administrator harmless for and against all losses, damages, liabilities or expenses (including, but not limited to, reasonable attorney's fees and litigation expenses) which the Administrator may incur as a result of claims based upon any breach by the Employer, its affiliates, agents or employees of any provisions of this Agreement, the Plan document or related items that are within their reasonable control.

15. The Administrator shall indemnify and hold the Employer harmless for and against all losses, damages, liabilities or expenses (including, but not limited to, reasonable attorney's fees and litigation expenses) which the Employer may incur as a result of claims based upon any breach by the Administrator, its affiliates, agents or employees of any provisions of this Agreement, the Plan Document or related items that are within their reasonable control.
16. As a condition precedent to any right of action hereunder, in the event of any dispute or difference of opinion hereafter arising with respect to this Agreement, it is hereby mutually agreed that such dispute or difference of opinion shall be submitted to arbitration, in accordance with the Commercial Rules of Arbitration of the American Arbitration Association, except as otherwise provided in this arbitration provision. One arbiter shall be chosen by Employer, the other by PEBSCO, and an umpire shall be chosen by the two arbiters before they enter upon arbitration. In the event that either party should fail to choose an arbiter within (30) days following a written request by the other party to do so, the requesting party may choose two arbiters who shall in turn choose an umpire before entering upon arbitration. If the two arbiters fail on the selection of an umpire within (30) days following their appointment, each arbiter shall name three nominees, of whom the other shall decline two, and the decision shall be made by drawing lots.

17. This agreement shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Ohio. The parties consent to the jurisdiction of any Local, State or Federal Court located within Ohio.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be executed on its behalf by a duly authorized officer, and a duly authorized representative of PEBSCO executed this Agreement on behalf of the Administrator.

("Employer")

_________________________ 1999
By ________________________
Post Employment Health Plan
For Collectively Bargained Public Employees
And Its Administrator, PEBSCO

_________________________ 19
By ________________________
PEBS CO Representative
Public Employee Benefits Services Corporation, Inc.
(PEBS CO as Administrator)
November 1, 2004

To: Jeffrey McDermott, Union President  
   Evanston Firefighters Local 742

From: Alan J. Berkowsky, Fire Chief

RE: Return to Shift/Exempt Positions

Whenever a member of the Department accepts the position of Division Chief, the member may return to shift under the following conditions:

1. There is an agreement between the member and the Fire Chief that it is in the best interest of the Department (and the member) to return the member to Shift/FPB.
2. The member will make arrangements with the Union for re-entry into the Bargaining Unit.

Members that were Captains previous to the promotion will return as Captains.

Members subjected to discipline may have the option of returning to Shift/FPB pending the seriousness and outcome of the disciplinary process.

Alan J. Berkowsky, Fire Chief

Jeffrey McDermott, President, Local 742
APPENDIX J
INCIDENT COMMAND MINIMUM QUALIFICATIONS

Memorandum of Understanding

The following agreement is specifically designed to provide the minimum educational course qualifications necessary to fulfill the role of Incident Command and/or Incident Safety Officer by all Chief Officers and Acting Chief Officers of the Evanston Fire Department.

Nothing in this agreement shall take precedence to the CBA with respect to Article XVI (Promotions) or Appendix H (Fire Department Promotion Act).

All members currently holding a Chief Officer of Acting Chief Officer position shall have 18 months from the date of this agreement to meet the course requirements. Extensions may be permitted if mutually agreed by both the Union and the City.

Future promotions to Chief Officer or new Acting Chief Officers shall have 18 months from the date of the final promotional list posting to meet the course requirements. Extensions may be permitted if mutually agreed by both the Union and the City.

For members of Local 742, all required courses are to be provided during normal duty hours. If this is not possible, coverage will be provided and/or overtime paid in accordance with Section 10.2 of the CBA. A member would not be obligated to attend any training on his assigned vacation or Kelly day.

<table>
<thead>
<tr>
<th>Course Name</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Fire Academy ISO</td>
<td>16 hours</td>
</tr>
<tr>
<td>Fire Officer 1 or BS/MS Fire Science</td>
<td>200 hours plus</td>
</tr>
<tr>
<td>Tactics II</td>
<td>40 hours</td>
</tr>
<tr>
<td>NIMS 300</td>
<td>16 hours</td>
</tr>
<tr>
<td>NIMS 400 (Division Chief or Higher)</td>
<td>16 hours</td>
</tr>
</tbody>
</table>

Agreed to this 17 day of February, 2011

City of Evanston

[Signature]

EFFA, IAFF Local 742

[Signature]
APPENDIX K
DIVISION CHIEF RESPONSE TO ALARMS

Memorandum of Understanding

The following agreement is specifically designed to bring clarity and understanding to how Division Chief Officers will respond to alarms below the level of a Code Four alarm.

Division Chief Officers may respond to any type of incident at their discretion. However, their purpose for responding to routine calls will be defined as follows:

- Assist and provide information to companies on the scene.
- Observe operations.
- Remain connected in the daily operations of the Department.
- Assist with fire/incident investigation and gather information for the media.

If a Division Chief Officer responds, he/she will follow dispatch protocol. Once on the scene, he/she will make face-to-face contact with the Officer in Charge. It should never be the intent of a Division Chief officer to supersede the authority of the Officer in Charge; unless he/she feels inappropriate actions are being taken. In those rare instances, appropriate SOG’s and the proper chain of command will be followed. Division Chief officers will not cancel assignments of responding apparatus without first contacting Battalion 21.

It shall never be the intent of any Chief or Division Chief Officer to substitute or claim the work of a Shift Chief or Company Officer at any time.

Agreed to this 17 day of February, 2011

City of Evanston

[Signature]

EFFA, IAFF Local 742

[Signature]
APPENDIX L
PERSONNEL RULES / WORKERS’ COMPENSATION

Memorandum of Understanding
City of Evanston and Evanston Fire Fighters Association, IAFF Local 742
Worker’s Compensation Program
September 15, 2011

On January 21, 2011, the Evanston Fire Fighters Association, IAFF Local 742, placed an official demand to bargain in good faith over a proposed new section of the City’s Personnel Manual. This Section (20420) relates to the City’s Worker’s Compensation Program, and applies to all City employees. The City promptly accepted and both parties, over several meetings, bargained in good faith over the Section.

Please find below the negotiated Section 20:

City of Evanston

Section 20. Workers Compensation Program

Mission Statement: As part of its mission to become the most livable city in America, the City of Evanston is committed to providing outstanding Customer Service to the citizens of Evanston. In order to achieve this commitment our employees must be in good health and free from injury.

The mission of the City of Evanston’s worker’s compensation program will be to act as a supportive resource to both employees and their supervisors. The program will compassionately recognize injured employees, utilizing honest, open, and respectful communication at all times. The program administrators will act as advocates for both the injured employee and their supervisor, finding a balance between the interests of both parties while aiding, in a timely fashion, the employee during their recovery to full health.

Policy: It is the policy of the City of Evanston to follow State and Federal laws which provide for protection of employees experiencing occupational disabilities through accidents or illness obtained in the course of employment. Neither the City of Evanston nor the Third Party Administrator will be liable for the payment of workers’ compensation benefits for injuries that occur during an employee’s voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.

Purpose: Worker’s compensation is a statutory requirement and not a benefit provided by the City of Evanston. The following guidelines and procedures are in accordance with the requirements of the Illinois Workers Compensation Act and, in addition for Fire and Police, the Public Employee’s Disability Act.

Procedures/Guidelines:

1) In accordance with the Illinois Worker’s Compensation Act, employees who get hurt on the job must notify their supervisor within 45 days. The City of Evanston’s policy is that employees who get hurt on the job should notify their supervisor immediately, and complete an Employee Injured on Duty Report. Both should be done no later than the end of the business day on which the injury occurred, unless extenuating circumstances are present. All reports shall be complete prior to submission, otherwise incomplete reports will be returned to the supervisor and employee prior to being accepted for processing for consideration as a compensable injury. Failure or refusal by the employee

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Memorandum Of Understanding – Worker’s Compensation Program

to comply with the provisions of this section may result in the delay of benefits under the Illinois Worker’s Compensation Act.

2) Reported injuries suffered by employees during the course of their employment shall be investigated immediately, or as soon as is practicable, by the employee’s supervisor. Investigations shall include, but not be limited to, completion of the Employee Injured on Duty Report, photos of the scene taken with city-issued cell phone, interviewing witnesses (information obtained to be included in report), etc.

3) If the claim for benefits is determined to be compensable, the third-party claims administrator shall distribute all appropriate benefits. If the claim is determined to be non-compensable, the third-party claims administrator will notify the employee, or beneficiary if a death, in writing of the denial. Injuries resulting when an employee has removed themselves from the course of their employment by violation of direct and/or specific instructions thereby unnecessarily increasing the risk of injury may not be compensable.

4) Initial medical treatment for job related injuries: During business hours employees will be directed by their supervisor to go to the City’s medical provider. During non-business hours employees will be directed to go to the nearest emergency room for treatment. All emergency room visits will require a follow-up appointment with the City’s medical provider the very next business day.

For employees needing additional follow-up medical treatment to what was provided by the City’s medical provider, the Safety & Worker’s Compensation Manager, or designated claims adjuster for the Third Party Administrator, will provide authorization for treatment from the employee’s treating physician within three (3) business days from the date sufficient information has been received in order to determine the compensability of the injury.

Sufficient information includes, but is not limited to, the completed injury report (see section 1 above for report completion guidelines), witness statements, and a full and complete investigation.

5) All employees are required to follow all safety guidelines/procedures and wear any/all appropriate personal protective equipment. Employees should only operate equipment that they have been trained and authorized to operate.

6) Employees are expected to schedule follow-up medical appointments and therapy appointments at the beginning or end of their shift in order to reduce disruption to coworkers and departmental productivity. In accordance with the Illinois Worker’s Compensation Act an employer has 14 days to respond to a demand for medical benefits. The City shall provide timely verbal/written approval, and when possible within 24 hours or the next business day, from the time the City’s Third Party Administrator receives all necessary medical documentation, etc., to all treating doctors, hospitals or other medical providers if such approval is required by the employee’s medical provider. However, this period of time may be extended when the city exercises its rights under the Act, including, but not limited to, Independent Medical Evaluations and Utilization Review.

7) It is the employee’s responsibility to notify their supervisors of any treatment schedules, doctor’s appointments, surgery dates, etc., in advance of such appointments.
Memorandum Of Understanding – Worker's Compensation Program

Such notification is expected to be provided the same, or next, business day from the date the appointment was made.

Employees on light duty in accordance with any Collective Bargaining Agreement or applicable personnel rule, who miss or cancel appointments, as listed above, due to their own circumstances are responsible for notifying their supervisors immediately and are expected to report for work, or remain at work.

8) After each medical appointment for a work-related injury employees are to ask for a work status note/report from the medical provider and are required to bring that note/report to the Human Resources office, and their supervisor, the same, or next, business day. Reports faxed from the doctor's office are only for employees who have been given driving restrictions, the same deadline outlined above applies for reports faxed from the doctor’s office (driving restrictions must be included in the status report, otherwise the employee is required to deliver the report themselves as directed above). Failure to comply with this procedure may result in the delay of authorization for further medical treatment or, payment of future Temporary Total Disability (TTD)/Public Employee Disability Act (PEDA) benefits.

Taxation issues caused by non-compliance with this procedure by PEDA eligible employees does not subject the City of Evanston to any additional reporting responsibility.

9) It is the City of Evanston's policy to accommodate most any light duty restrictions. Employees given restrictions that allow them to perform light duty will be expected to report such restrictions to their supervisor as outlined in section 8 above, but subject to the provisions of any Collective Bargaining Agreement (“CBA”). The availability of light duty work shall be assumed by the employee upon receipt of such restrictions from the treating physician, and only upon notification by the employee's supervisor that light duty cannot be accommodated will the employee be excused from reporting for work. Working light duty tolls the payment of TTD/PEDA benefits.

10) Employees who have been released to light-duty by a physician but do not want to return to work until released to full-duty are required to contact their supervisor for each day they do not come to work, unless prior arrangements are made. Employees who voluntarily choose not to work the offered light duty assignment will not be eligible for TTD/PEDA benefits, subject to the provisions of any CBA.

11) An employee who is determined to be temporarily totally disabled and off work as the result of any injury or illness arising out of and in the course of their employment shall not be charged with paid sick leave during any period of temporary total disability or incapacity in which he is also eligible to receive statutory Illinois Workers' Compensation benefits. Injured employees will accrue sick leave, vacation time and other fringe benefits in accordance with applicable personnel rules or collective bargaining agreements. All accruals are subject to limits as outlined in Sections 8.3 and 8.4 (a) of the City of Evanston’s personnel manual or the appropriate collective bargaining agreement.

12) According to the Illinois workers' compensation law, no temporary total disability (TTD) is payable to an employee for a work-related injury for the first three (3) complete working days of the employee’s incapacity, unless the incapacity continues for 14 or more calendar days. However, employees eligible for PEDA are not subject to this limitation. Although not required by law, it is the City’s policy to allow an employee to
use three (3) of their sick days for the first three non-compensable days so long as the
employee has twelve (12), or more, sick days in their sick time accrual bank. If the
injured employee is incapacitated for more than 14 calendar days, the employee’s sick
bank will be reinstated. Sick time cannot be used in conjunction with TTD.

13) An employee who has been deemed to have reached maximum medical
improvement (MMI) and has been given work restrictions that do not allow them to
perform the full scope of their job for which they are currently employed will be placed on
FMLA in accordance with the employee’s collective bargaining agreement, if applicable.
The specifics of each FMLA will be addressed on a case by case basis.

14) An employee receiving TTD benefits shall be required to pay their regular employee
contribution to the City of Evanston for their health, dental and life insurance premiums.
Arrangements for payment will be made upon the employee’s return to light-, or full-, duty,
whichever comes first. If the employee should not be able to return to light-, or full-, duty,
he/she remains responsible for their portion of the past due premiums provided however,
health insurance premiums will not be payable for any employee eligible for benefits
under the Public Safety Employee Benefits Act.

15) If an employee personally receives bills related to an injury they suffered due to their
employment, the bills must be given to his/her supervisor, or brought to Human
Resources, immediately so that they may be submitted to the City’s third party
administrator for prompt payment.

16) Any unused floating holiday(s) shall not be carried over at the end of the calendar
year if they are not able to be taken due to a work-related injury/illness.

17) Fire & Police subsection:
Upon line-of-duty disability retirement, any accrued and unused vacation and/or sick
leave shall be paid out according to the applicable union contract. Likewise, all benefit
accruals for all benefit types shall cease as well at the commencement of an employee’s
duty-related disability pension.

Upon commencement of an employee’s line-of-duty disability pension, the employee,
their spouse and minor children shall be eligible to have the City pay health insurance
coverage as outlined in the Public Safety Employee Benefits Act, so long as all three
criteria are met. Employees eligible to apply for Public Safety Employee Benefits Act
(PSEBA) health insurance coverage must request, in writing, an application for such
benefits from the Human Resources division within two weeks from the date an
employee’s duty related disability pension commences.

The payment of health insurance coverage for employees not eligible for payments
under the Public Safety Employee Benefits Act shall be paid in accordance with the
applicable CBA. Rather, the employee may continue said insurance if he chooses to
pay the full cost via pension check deduction.

Fire - Participation in contact or competitive sports whether organized or informal in
nature, is prohibited while on duty. These activities include, but are not limited to,
basketball, football, floor hockey, boxing, wrestling, softball and baseball. Any such
participation in these activities by members while on duty shall not be considered to be
an approved physical fitness activity.
Memorandum Of Understanding – Worker’s Compensation Program

Any fitness/sports activity that cannot be undertaken using the exercise equipment provided by the City, or approved by the Fire Chief or his designee is expressly prohibited. The only exception to this will be members who choose to run/jog within close proximity to their assigned station, provided they can return to their apparatus within 60 seconds and have a portable radio with them at all times.

18) Nothing in this Section shall be construed as a waiver of an employee’s or City’s rights under the Illinois Worker’s Compensation Act nor the Public Employee Disability Act (PEDA). The City shall not be required under this Section to grant rights or benefits greater than required by the Illinois Worker’s Compensation Act or the PEDA.

19) Employees who are found to have violated any of the above stated guidelines/procedures will be subject to discipline in accordance with all applicable personnel policies or the appropriate union contract. This does not, in any way, waive the City of Evanston’s responsibility under the Illinois Worker’s Compensation Act for any injury that is determined to be compensable under the Act.

For the City of Evanston

Wally Bobkiewicz, City Manager

Date

9-23-11

For the Union

Brian Scott, President, IAFF Local 742

Date

9-16-11

Approved as to form:

W. Grant Farrar
Corporation Counsel
Memorandum

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

From:  Evonda Thomas-Smith, Director, Health & Human Services Department
       Ike C. Ogbo, Public Health Manager, Health & Human Services
       Department

Subject:  Resolution 21-R-18, A Corporate Resolution Accepting a Grant from
          Illinois Housing Development Authority’s Abandoned Residential Property
          Municipal Relief Program

Date:   April 16, 2018

Recommended Action:
Staff recommends City Council adoption of Resolution 21-R-18, accepting a grant from
the Illinois Housing Development Authority’s Abandoned Residential Property Municipal Relief Program.

Funding Source:
Illinois Housing Development Authority (IHDA) has provided $75,000.00 in funding to
address property maintenance issues at vacant and abandoned properties. Funds will
be provided through an account approved by IHDA.

Livability Benefits:
Health and Safety: Improve Health Outcomes

Summary:
The City of Evanston has been awarded $75,000.00 to use as funds to assist with the
maintenance and demolition of vacant and abandoned properties from the State of
Illinois as facilitated through the Illinois Housing Development Authority (IHDA).
Funds will be used to address vacant and abandoned properties for specific activities such as:

a) Cutting of neglected weeds or grass
b) Trimming of trees or bushes and removal of nuisance bushes and trees
c) Extermination of pests or prevention of the ingress of pests
d) Removal of garbage, debris and graffiti
e) Boarding up, closing off or locking windows or entrances or otherwise making the interior of the building inaccessible to the general public
f) Surrounding part or all of an abandoned residential property’s underlying parcel with a fence or wall or otherwise making part or all of the abandoned residential property’s underlying parcel inaccessible to the general public
g) Demolition of abandoned residential properties
h) Rehabilitation of abandoned residential properties

Attachments:
Resolution 21-R-18
Vacant Building List
A CORPORATE RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY’S ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM

WHEREAS, the City of Evanston (the “Sponsor”) has been awarded a grant (the “Grant”) from the Illinois Housing Development Authority (the “Authority”) program administrator of the Abandoned Residential Property Municipal Relief Program (the “Program”), as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time.

THEREFORE BE IT RESOLVED, that the Sponsor shall enter into the Agreement with the Authority wherein the Authority agrees to make the Grant to the Sponsor, which shall be used by the Sponsor to assist with the maintenance and demolition of abandoned properties within the Recipient’s area, all in accordance with the terms and conditions set forth in the Agreement.

FURTHER RESOLVED, that the City Manager of the Sponsor are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sponsor the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Sponsor to perform its obligations under the Agreement.

FURTHER RESOLVED, that the City Manager be and hereby is authorized and directed to take such additional actions, to make further
determinations, to pay such costs and to execute and deliver such additional"instruments (including any amendments, Agreements or supplements) as he or she
deems necessary or appropriate to carry into effect the foregoing resolutions.

**FURTHER RESOLVED,** that the Sponsor hereby ratifies, authorizes and
confirms and approves all documents and instruments executed in connection with the
Grant and the Agreement, including those acts taken prior to the date hereof.

_______________________________
Stephen H. Hagerty, Mayor

Attest: 

_______________________________
Devon Reid, City Clerk

Approved as to form:

_______________________________
Michelle L. Masoncup, Interim Corporation
Counsel

Adopted: __________________, 2018
Exhibit A

INCUMBENCY CERTIFICATE

The following named individuals have been duly appointed and/or elected and are now fulfilling the office set forth after his name, with all the powers attached thereto; the signature after his name is the genuine signature of such individual:

Name: Office: Signature:

Stephen H. Hagerty Mayor __________________

Devon Reid City Clerk __________________

Dated: _________, 2018

City of Evanston, an Illinois municipal corporation

By:

_________________________

Devon Reid, City Clerk
VACANT/ ABANDONED PROPERTY LIST IN ALPHABETICAL ORDER, 2018

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For City Council meeting of April 23, 2018
Resolution 20-R-18, Appointment of a Chief Financial Officer
For Action

Memorandum

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

From: Hitesh Desai, CFO/Treasurer
       Ashley King, Budget & Finance Manager

Subject: Resolution 20-R-18, Authorizing the Appointment of Chief Financial Officer and
         City Treasurer for the City of Evanston

Date: April 23, 2018

Recommended Action:
Staff recommends City Council adopt Resolution 20-R-18, appointing Hitesh Desai as Chief
Financial Officer and City Treasurer.

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

Summary:
With the appointment of a permanent CFO/Treasurer who began with the City of April 16, 2018,
Hitesh Desai must be added to the City’s record. The Resolution appointing Mr. Desai as Chief
Financial Officer and City Treasurer must be updated.

Attachments:
Resolution 20-R-18
WHEREAS, Ashley King, City of Evanston Budget Manager, served as the Interim Chief Financial Officer and Treasurer during the search to fill the vacancy, which was authorized by 6-R-18, adopted on February 12, 2018; and

WHEREAS, the City selected an individual, Hitesh Desai, for the position of Chief Financial Officer and Treasurer for the City of Evanston; and

WHEREAS, it is in the best interest of the City of Evanston to formally appoint Hitesh Chief Financial Officer and City Treasurer to handle the City’s financial responsibilities including, but not limited to keeping the financial books and records, sign checks and withdraw or transfer funds as the Chief Financial Officer and Treasurer,

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

SECTION 1: Hitesh Desai is appointed the City of Evanston Chief Financial Officer and City Treasurer to perform the functions outlined in the Illinois Municipal Code, City Code and other applicable state laws and regulations.

SECTION 2: Hitesh Desai will be authorized to keep the financial books and records of the City, withdraw or transfer funds and to sign checks drawn on the City.

SECTION 3: The foregoing recitals are hereby found as fact and incorporated herein by reference.
SECTION 4: Resolution 20-R-18 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

_______________________________
Stephen H. Hagerty, Mayor

Attest:
Devon Reid, City Clerk

Adopted: ____________________, 2018

Approved as to form:
Michelle L. Masoncup, Interim Corporation Counsel
Memorandum

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

From: Erika Storlie, Assistant City Manager/ Acting Community Development Director
       Paul Zalmezak, Economic Development Manager
       Cindy Plante, Economic Development Coordinator

Subject: Resolution 23-R-18, Five-Year Loan Agreement with Hip Circle Empowerment Center to Fund Expenses at 727 Howard Street

Date: April 19, 2018

Recommendation
Staff recommends City Council adoption of Resolution 23-R-18, authorizing a five-year loan of $24,889 to Hip Circle Empowerment Center for tenant improvements at 727 Howard Street.

Funding Source:
The Howard/Ridge Tax Increment Financing Fund (Account 330.99.5860.65509) is the recommended source of funding for the estimated $49,889 construction budget. The City, as landlord, is providing a tenant improvement allowance of $25,000. The remaining $24,889 will be in the form of a loan, and repaid with interest during the first 60 month term of the lease agreement.

Livability Benefits:
Economy & Jobs: retain and expand local businesses, expand job opportunities.

Summary:
Founded by Malik Turley in 2010, Hip Circle Empowerment Center offers community programming as well as dance and fitness classes for women and girls. The organization is currently located at 709 Washington Street in the Main-Dempster Mile business district. Ms. Turley has been an active part of the business community, including the Evanston Chamber, Black Business Consortium, and Main-Dempster Mile board, where she served as the organization’s first president. Previously known as Hip Circle Studio, the business was restructured in 2017 to become a nonprofit organization.
Under the terms of the agreement, the City will provide a loan of $24,889 to fund build-out expenses for 727 Howard. The loan will be repaid monthly during the first 5-year lease term. In addition to the base rent of $27,000 annually, Hip Circle will contribute an additional $447.23 monthly for the initial five year lease term for a total of $26,833.90. Total rent for the initial five year term will be $2,697.23 per month. In the event the lease is terminated prior to the completion of the first five year term, the balance remaining is due immediately. The loan and rental terms are summarized in the following table:

727 Howard Proposed Payments

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<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td><strong>Base Rent</strong></td>
<td></td>
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<tr>
<td>Rentable Area</td>
<td>1,500</td>
</tr>
<tr>
<td>Rental Rate / Sq. Ft.</td>
<td>$18</td>
</tr>
<tr>
<td>Annual Rent</td>
<td>$27,000</td>
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<tr>
<td><strong>Monthly Rent</strong></td>
<td>$2,250</td>
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<tr>
<td></td>
<td></td>
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<tr>
<td><strong>Additional Build Out Loan</strong></td>
<td></td>
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<tr>
<td>Construction Cost</td>
<td>$24,889.50</td>
</tr>
<tr>
<td>Lease Term Months</td>
<td>60</td>
</tr>
<tr>
<td>Interest</td>
<td>3%</td>
</tr>
<tr>
<td><strong>Payment with Interest</strong></td>
<td>$447.23</td>
</tr>
<tr>
<td><strong>Total Monthly Rent</strong></td>
<td>$2,697.23</td>
</tr>
</tbody>
</table>

**Background:**
The 727-729 Howard Street property consists of a single-story commercial building with two vacant storefront spaces totaling about 3,700 square feet. The space was previously used as a dry cleaners/laundromat, storefront church, and various retailers. The City of Evanston acquired the building in 2011 using funding from the Howard-Ridge TIF with the intent of redeveloping the space for either a performing arts or restaurant use.

In 2016, staff released a solicitation offering two City-owned properties located at 633 Howard Street and 727-729 Howard Street. The solicitation sought proposals for new users for both spaces that would bring vitality, energy, and new businesses to Howard Street and bring daytime traffic to the area. Only one proposal was submitted for the 727-729 space, and the prospective tenant opted not to move forward. Staff has continued to market the building while leasing it for short-term temporary uses such as equipment storage and pop-up theater productions.

The proposed use by Hip Circle Empowerment Center will help to fill a portion of the vacant building and bring additional daytime visitors to the Howard Street corridor, which will support neighboring businesses and help build interest in the adjacent vacant 729 space.

**Attachments:**
Resolution 23-R-18 with Loan Agreement
23-R-18

A RESOLUTION

Authorizing the City Manager to Negotiate and Execute a Loan Agreement with the Hip Circle Empowerment Center to Fund Expenses at 727 Howard Street

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

SECTION 1: The City Manager is hereby authorized to execute the Loan Agreement, attached hereto as Exhibit 1, the terms are incorporated herein by reference, with Hip Circle Empowerment Center, an Illinois not-for-profit corporation.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Loan Agreement as he determines to be in the best interests of the City and in a form acceptable to the Corporation Counsel.

SECTION 3: That this Resolution 23-R-18 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

________________________________________
Stephen H. Hagerty, Mayor

Attest: 
Devon Reid, City Clerk

Adopted: _________________________, 2018

Approved as to form:
Michelle L. Masoncup, Interim Corporation Counsel
EXHIBIT 1

Loan Agreement
PROMISSORY NOTE

Name and Address of Borrower:
Hip Circle Empowerment Center
727 Howard Street
Evanston, IL 60201

Commencement Date: May 15, 2018

1. BORROWER’S PROMISE TO PAY

FOR VALUE RECEIVED, the undersigned, HIP CIRCLE EMPOWERMENT CENTER (referred to hereafter as the "Borrower"), promise to pay to the order of the City of Evanston, an Illinois home rule municipal corporation, with its principal office located at 2100 Ridge Avenue, Evanston, Illinois (the “Lender”), in the manner provided in this Note, the principal sum of $25,000.00 (Twenty-Five Thousand and 00/100 Dollars) (the “Loan”).

The Loan is secured by a personal guaranty signed by the principal owner of Borrower, Malik Turley (the “Security”), together with interest computed on the basis of a 365 day year, from the date of disbursement on the balance of principal remaining from time to time unpaid at an annual rate equal to three percent (3.00%). Any principal amount not paid when due (at maturity, by acceleration, or otherwise) will bear interest thereafter until paid at a rate, which will be eighteen percent (18%). The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called "Note Holder".

2. LOAN TERM, FORGIVENESS AND REPAYMENT

The term of the Loan is five (5) years, commencing on June 1, 2018 – May 31, 2023 (the “Loan Term”). The Loan will start to bear interest on the Commencement Date. The loan payments will be four hundred forty-seven and 23/100 Dollars ($447.23) each month. The Loan schedule is attached as Exhibit 1.

The interest rate is three percent (3.0%) per annum and computed on the basis of a 365 day year. Borrower agrees to commence payments of the Loan on June 1, 2018. Loan payments will be due on or before the first day of the month. If the Borrower’s Loan payment is five days after the first of the month or more, there shall be assessed a late fee of $50. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called "Note Holder". Loan payments must be mailed to: City of Evanston, Attn: City Collector’s Office, 2100 Ridge Avenue, Evanston, IL 60201 and reference “Loan payment – 727 Howard Street”. 

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3. DISBURSEMENTS AND BORROWER RESPONSIBILITIES

A. Funding Sources: The Loan is conditioned on the completion and satisfaction of each part of Section 3 below. The Loan is funded through the Howard-Ridge TIF account.

B. Project Completion:
   i. Borrower must renovate the Subject Property, for the intended use of the Subject Property in substantial conformance with the plans submitted to the building permit division and included in the lease agreement with the City of Evanston.
   ii. Borrower shall provide documentation that bids for the Project were sought from no less than three contractors, of which one must be an Evanston-based contractor. If an Evanston based contractor is not available to seek bids based on the scope and scale of the Project work, this requirement will be waived upon confirmation from City staff that bid solicitation to Evanston based businesses was pursued by Borrower.
   iii. Borrower acknowledges and agrees that it cannot commence construction work for the Project unless and until the City Council approves the Loan and this Agreement is executed by both parties.

C. Borrower Responsibilities:
   i. The Borrower shall be responsible for hiring a licensed contractor to complete the Project. The Director of Community Development or her designee may require submission of proof of the State License issued to the selected contractor.
   ii. The Borrower shall be responsible for contacting the appropriate City departments to arrange for obtaining all necessary approvals and/or permits required for construction and completion of the Project.
   iii. The Borrower shall be fully responsible for managing, monitoring, and scheduling the construction of the Project and ensuring its compliance with all applicable federal, State, and local laws and regulations.
   iv. The Borrower shall be fully responsible for ensuring that all invoices from the contractors, suppliers, vendors and/or other third parties are distributed to the City.
   v. Borrower shall during the Term and for a period of 4 years following the expiration of the Term, 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 Borrower, 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 Borrower is found to have been overstated, Borrower 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.
D. Evanston business:
   i. Borrower shall remain an Evanston based business for the entire Term. Meaning, Borrower cannot remove its operations from the Subject Property during the Term of this Agreement. In the event that Borrower ceases to operate at 727 Howard Street, Evanston, Illinois during the Loan Term, any principal and interest not previously paid will be repaid within 30 days of vacating the property.
   ii. If Borrower’s business is sold, (except in circumstances of an illness of principal necessitating retirement) for any reason to any entity other than one controlled by the president, or files for bankruptcy protection, the Borrower shall be in Default and any principal and interest not previously forgiven will be repaid on the balance remaining from Exhibit A depending on the date that the business is sold. The remaining balance, not previously forgiven, shall be paid to the City within thirty (30) days.

4. BORROWER REPRESENTATIONS. The Borrower represents and warrants that it is duly organized and existing under the laws of State of Illinois and is in good standing as necessary in the State of Illinois. The Borrower represents it has the power to enter into this Agreement and other Loan Documents required under this agreement. That by proper action in accordance with its organizational documents has been duly authorized to execute and deliver this Agreement and all documents required under its terms. The Borrower covenants that this Agreement does not contravene any law or contractual restriction binding or affecting the Borrower, and that the Agreement will be legal, valid, and binding obligations of the Borrower, and further that as of the date of this agreement the Borrower represents that no event or change of condition has occurred which is a material (as defined by the Securities and Exchange Commission) which would affect the ability of the Borrower to perform its obligations hereunder on a timely basis.

A. As of the date of this Agreement there is no suit, action, or proceeding pending or threatened as to which outcome would be materially adverse effect on the Borrower.

B. The Borrower and all entities affiliated with the Borrower have filed all tax returns required to be filed by them and paid all taxes required as show on those returns.

C. The Borrower represents that it has a DUNS (Data Universal Numbering System) number, in order facilitate disbursement of loan funds properly under federal guidelines.

D. Borrower must remain in good standing with the Illinois Secretary of State.

F. Terms of Disbursement: The City will disburse up to a total of $25,000 as a loan to Borrower. If the invoices do not exceed $25,000, the City will only disburse up to the total amount of the invoices. The total loan amortization schedule is based on the current budget total of $49,889.50 for
the total build out. Meaning, the City will loan Borrower a total of $24,889.50 after it deducts the portion that City will pay for towards improvements ($25,000).

ii. Disbursements of TIF Funds ($24,889.50):
   - The Borrower must provide the invoices as soon as available to the City prior to disbursement and provide the City at least 15 days to disburse the payment.
   - The City will disburse the funds in no less than $5,000 draws and limited to 4 draws total.
   - The disbursement requests must include: (a) copies of itemized invoices from vendors; and (b) proof of quotes from at least 3 vendors.

6. DEFAULT AND REMEDIES

A. The occurrence of any one or more of the following events (“Event of Default”) with respect to Borrower shall constitute a default hereunder (“Default”):

   i. If all or any part of the Fixtures, equipment and inventory or any interest in it is sold or transferred (or if a legal or beneficial interest in Borrower's interest in the Fixtures and Equipment is sold or transferred) without Lender's prior written consent.
   ii. If a default or event of default occurs and is continuing under any representation or covenant under the Loan Documents.
   iii. If a default or event of default occurs and is continuing under any other mortgage or loan agreement encumbering the Fixtures and Equipment.
   iv. Borrower or any beneficiary thereof shall (i) file a petition for liquidation, reorganization, or adjustment of debt under Title 11 of the United States Code or any similar law, state or federal, whether now or hereafter existing, or (ii) file any answer admitting insolvency or inability to pay debts, or (iii) fail to obtain a vacation or stay of involuntary proceedings within ten days, as hereinafter provided.
   v. Borrower or any beneficiary thereof shall make an assignment for the benefit of creditors of this Note, or shall admit in writing of its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all or any major part of the Fixtures and Equipment.

B. The Borrower also promises that, if the Event of Default specified above, 4(A)(1), shall occur (after applicable notice and the Occupancy Cure Period detailed above) before the expiration of the Loan Term, the Borrower agrees to repay to the order of the Lender or its designee an amount equal to the original principal amount of the Loan and it is immediately due and payable. Provided however, if an Event of Default is solely with respect any other Event of Default specified above in 4(A), the Borrower shall have sixty (60) days after the date on which the notice is delivered to Borrower to cure such breach, provided, however, that if the curing of such non-monetary breach cannot be accomplished with due diligence within said period of sixty (60) days then Borrower shall have such additional reasonable period of time to cure such breach as may be necessary, provided
Borrower shall have commenced to cure such breach within said period, such cure shall have been diligently prosecuted by Borrower thereafter to completion (“Other Default Cure Period”). The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the Borrower does not cure the Default within the specified Other Default Cure Period within the notice, then this Note is due and payable only with respect to the remaining balance of the Loan at the time of Default.

C. If the Borrower Defaults hereunder and fails to cure the Default, during the 10-year loan Term, the Loan shall be immediately due and owing and the balance of the Loan shall be immediately repaid to Lender in full, subject to the availability of net proceeds from sale of the Fixtures and Equipment. Lender can auction the Fixtures and Equipment and use the proceeds and apply it to the loan balance.

D. If any payments of interest or the unpaid principal balance due under this Note become overdue for a period in excess of ten days, the Borrower shall pay to Lender a late charge of $50 per day. If any attorney is engaged by Lender, including in-house staff (a) to collect the indebtedness evidenced hereby or due under the Loan Documents, whether or not legal proceedings are thereafter instituted by Lender; (b) to represent Lender in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors’ rights and involving a claim under this Note; (c) to protect the lien of any of the Loan Documents; (d) to represent Lender in any other proceedings whatsoever in connection with this Note or any of the Loan Documents or the real estate described therein; or (e) as a result of the Borrower’s Default and collection efforts, the Borrower shall pay to Lender all reasonable attorneys’ fees and expenses incurred or determined to be due in connection therewith, in addition to all other amounts due hereunder.

E. Lender’s remedies under this Note, and all of the other Loan Documents shall be cumulative and concurrent and may be pursued singly, successively, or together against the Borrower and any other Obligors (as defined below), the Property, and any other security described in the Loan and Lender may resort to every other right or remedy available at law or in equity without first exhausting the rights and remedies contained herein, all in Lender’s sole discretion. Failure of Lender, for a period of time or on more than one occasion to exercise its option to accelerate the maturity date shall not constitute a waiver of the right to exercise that option at any time during the continued existence of the Default or in the event of any subsequent Default. Lender shall not by any other omission or act be deemed to waive any of its rights or remedies hereunder unless such waiver is in writing and signed by Lender, and then only to the extent specifically set forth therein. A waiver in connection with one event shall not be construed as continuing or as a bar to or waiver of any right or remedy in connection with a subsequent event.

7. PAYMENT OF NOTE HOLDER'S COSTS AND EXPENSES

If the Lender is required to initiate legal process as the result of the Borrower’s Default as described above, the Lender will have the right to be paid back for all of its costs and expenses incurred as a
result of such Default, to the extent not prohibited by applicable law. Those costs and expenses include but are not limited to, reasonable attorneys' fees, court costs, and related litigation expenses.

8. BORROWER'S WAIVERS

To the extent permitted by law, the Borrower waives all rights to require the Lender to do certain things. These things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice to dishonor"); (C) to obtain an official certification of nonpayment (known as "protest"). If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person, who takes over these obligations, is also obligated to keep all promises made in this Note. The Lender may enforce its rights under this Note against each person individually or against all of us together.

9. GIVING OF NOTICES

Any notices that must be given to the Borrower under this Note will be given by delivering or by mailing by certified mail addressed to the Borrower at the address of the Property set forth above.

Any notice that must be given to the Lender under this Note will be given by delivering it or mailing it by certified mail to the Lender at the following address:

City of Evanston
Attn: Economic Development Division
2100 Ridge Avenue, Room 3103
Evanston, Illinois 60201

with a copy to:
City of Evanston
Attn: Corporation Counsel
2100 Ridge Avenue, Room 4400
Evanston, Illinois 60201

10. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note. The Lender may enforce its rights under this Note against the signatories either individually or together. This means that both signatories, either individually or together, may be required to pay all of the amounts owned under this Note. Any person who takes over the rights or obligations of the Borrower, with the written permission of the Lender, will have all of the Borrower's rights and must keep all of the Borrower's promises made in this Note. Notwithstanding anything in the Guaranty Agreement to the contrary, the Loan is a recourse obligation of the Borrower.
11. GOVERNING LAW AND VENUE

This Promissory Note shall be governed by the laws of the State of Illinois. Venue for any disputes will be in Cook County, Illinois.

12. MISCELLANEOUS

The headings of sections and paragraphs in this Note are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof. As used in this Note, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires. If any provision of this Note, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is adjudicated to be invalid, the validity of the remainder of this Note shall be construed as if such invalid part were never included herein. Time is of the essence of this Note.

Upon any endorsement, assignment, or other transfer of this Note by Lender or by operation of law, the term “Lender,” as used herein, shall mean such endorsee, assignee, or other transferee or successor to Lender then becoming the holder of this Note.

This Note and all provisions hereof shall be binding on all persons claiming under or through the Undersigned. The terms “Undersigned” and “Borrower,” as used herein, shall include the respective beneficiaries, successors, assigns, legal and personal representatives, executors, administrators, devisees, legatees, and heirs of the Undersigned and Borrower and shall be binding upon the same

In the event the Undersigned is an Illinois land trust, then this Note is executed by the Trustee, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred on and vested in it as the Trustee, and is payable only out of the property specifically described in the Loan Documents securing the payment hereof, by the enforcement of the provisions contained therein. No personal liability shall be asserted or be enforceable against the Trustee because or in respect of this Note or the making, issue, or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, and each original and successive holder of this Note accepts the Note on the express condition that no duty shall rest on the Trustee to sequester the rents, issues, and profits arising from the property described in the Loan Documents, or the proceeds arising from the sale or other disposition thereof, but that in case of Default in the payment of this Note or of any installment hereof, the sole remedies of the holder hereof shall be by foreclosure of the UCC Financing Statement, realization on the other security given under the other Loan Documents to secure indebtedness evidenced by this Note, in accordance with the terms and provisions set forth herein, or any combination of the above.
The Parties execute this Promissory Note with the effective date of May 15, 2018.

LENDER:
By: _____________________________

Its: City Manager, Wally Bobkiewicz

BORROWER:
By: _____________________________

Its: President, Hip Circle Empowerment Center NFP

Print Name: Malik Turley
Hip Circle Empowerment Center Amortization Schedule
727 Howard
Loan Amount
Interest Rate
# of Months
Monthly Payment
Payment #

$

1
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1/1/2018
2/1/2018
3/1/2018
4/1/2018
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Start Balance
24,889.50
24,504.49
24,118.52
23,731.59
23,343.68
22,954.81
22,564.97
22,174.15
21,782.35
21,389.57
20,995.82
20,601.07
20,205.35
19,808.63
19,410.92
19,012.21
18,612.51
18,211.81
17,810.11
17,407.40
17,003.69
16,598.97
16,193.23
15,786.48
15,378.72
14,969.93
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14,149.29
13,737.44
13,324.55
12,910.63
12,495.67
12,079.68
11,662.65
11,244.57
10,825.45
10,405.28
9,984.07
9,561.79
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8,714.08
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7,434.55
7,005.90
6,576.19
6,145.39
5,713.53
5,280.58
4,846.55
4,411.43
3,975.23
3,537.94
3,099.55
2,660.07
2,219.48
1,777.80
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Interest
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End Balance
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23,731.59
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9,561.79
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3,099.55
2,660.07
2,219.48
1,777.80
1,335.01
891.12
446.12
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GUARANTY

Borrower: Hip Circle Empowerment Center
Guarantors: Malik Turley, individual
Lender: City of Evanston, an Illinois home rule municipal corporation
Principal Amount: $25,000.00
Loan Term: 5 years (60 months)

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction, or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is limited to Borrower's obligations under the Note.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorneys' fees, arising from Borrower's obligations under the Note.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and, all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this, Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender; by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation" new indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; Incurred under a commitment that became binding
before revocation; any renewals, extensions, substitutions, and modifications of the indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death, Subject to the foregoing, Guarantor's, executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any, other guarantor or termination of any other guaranty of the Indebtedness shall not affect the ability of Guarantor under this guaranty. A revocation Lender receives from anyone or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty.

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof upon written notice to Guarantor by Lender, without lessening Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) Intentionally Deleted; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with anyone or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations, in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) Intentionally Deleted; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor;" (E) Intentionally Deleted; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided Lender is and will be true and correct in all material respects and fairly present, Guarantor's financial condition as of the dates the financial information is provided; and (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to resort
for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (C) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (D) Intentionally Deleted; (E) to pursue any other remedy within Lender's power; or (F) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law of public policy, such waiver shall be effective only to the extent permitted by law or public policy.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by both parties.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be-advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.
Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words “Borrower” and "Guarantor” respectively shall mean all and anyone or more of them. The words “Guarantor," "Borrower," and "Lender” include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If anyone or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by tele-facsimile (unless, otherwise required by law) when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any Instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.
Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Waive Jury. Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word “Borrower” means Hip Circle Empowerment Center and includes all co-signers and co-makers signing the Note and all their successors and assigns.

GAAP. The word "GAAP" means generally accepted accounting principles.

Guarantor. The word "Guarantor" means everyone signing this Guaranty Malik Turley and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word “Lender" means City of Evanston, its successors and assigns.

Note. The word “Note” means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, substitutions for promissory notes or credit agreements.

Related Documents. The words “Related Documents” mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS, IN ADDITION,
EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO UNDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY", NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE, THIS GUARANTY IS DATED _____________, 2018.

GUARANTOR:

__________________________
Malik Turley
Memorandum

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

From: Erika Storlie, Assistant City Manager/ Acting Community Development Director
      Paul Zalmezak, Economic Development Manager
      Cindy Plante, Economic Development Coordinator

Subject: Ordinance 60-O-18, Five Year Lease of City-Owned Real Property Located at 727 Howard Street with Hip Circle Empowerment Center

Date: April 19, 2018

Recommendation
Staff recommends City Council adoption of Ordinance 60-O-18, authorizing the City Manager to enter into a five year lease of City-owned real property located at 727 Howard Street, Evanston, Illinois with Hip Circle Empowerment Center. A two-thirds majority of City Council is required to adopt Ordinance 60-O-18.

Funding Source:
For tenant improvement allowance component of the lease agreement, staff recommends a total of up to $25,000 from the Howard/Ridge Tax Increment Financing Fund (Account 330.99.5860.65509). An additional build-out loan of $24,889 will also be provided from this account, which Hip Circle Empowerment Center will repay with interest over the five year lease term.

Livability Benefits:
Economy & Jobs: retain and expand local businesses, expand job opportunities.

Summary:
Founded by Malik Turley in 2010, Hip Circle Empowerment Center offers community programming as well as dance and fitness classes for women and girls. The organization is currently located at 709 Washington Street in the Main-Dempster Mile business district. Ms. Turley has been an active part of the business community, including the Evanston Chamber, Black Business Consortium, and Main-Dempster Mile board, where she served as the organization’s first president. Previously known as Hip Circle Studio, the business was restructured in 2017 to become a nonprofit organization.
A detailed lease is attached. In summary, Hip Circle will lease 727 Howard for a period of 5 years, with one consecutive five year option. The space is approximately 1,500 square feet. The recommended base rent for the space is $18 per square foot for an annual rent of $27,000 or $2,250 monthly. Hip Circle is responsible for taxes and utilities.

The City will contribute $50,000 toward tenant improvements subject to the terms of the City of Evanston’s Storefront Modernization program guidelines and/or TIF guidelines. About half of the tenant improvement funding will take the form of a loan, which will be repaid monthly in addition to the base rent of $27,000 annually, Hip Circle will contribute an additional $447.23 monthly for the initial five year lease term for a total of $26,833.90. Total rent for the initial five year term will be $2,697.23 per month. In the event the lease is terminated prior to the completion of the first five year term, the balance remaining is due immediately. The rental terms are summarized in the following table:

### 727 Howard Proposed Rent Payment

<table>
<thead>
<tr>
<th>Base Rent</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Rentable Area</td>
<td>1,500</td>
</tr>
<tr>
<td>Rental Rate / Sq. Ft</td>
<td>$18</td>
</tr>
<tr>
<td>Annual Rent</td>
<td>$27,000</td>
</tr>
<tr>
<td><strong>Monthly Rent</strong></td>
<td>$2,250</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Build Out Loan</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Cost</td>
<td>$24,889.50</td>
</tr>
<tr>
<td>Lease Term Months</td>
<td>60</td>
</tr>
<tr>
<td>Interest</td>
<td>3%</td>
</tr>
<tr>
<td><strong>Payment with Interest</strong></td>
<td>$447.23</td>
</tr>
</tbody>
</table>

| **Total Monthly Rent**             | $2,697.23 |

**Background:**

The 727-729 Howard Street property consists of a single-story commercial building with two vacant storefront spaces totaling about 3,700 square feet. The space was previously used as a dry cleaners/laundromat, storefront church, and various retailers. The City of Evanston acquired the building in 2011 using funding from the Howard-Ridge TIF with the intent of redeveloping the space for either a performing arts or restaurant use.

In 2016, staff released a solicitation offering two City-owned properties located at 633 Howard Street and 727-729 Howard Street. The solicitation sought proposals for new users for both spaces that would bring vitality, energy, and new businesses to Howard Street and bring daytime traffic to the area. Only one proposal was submitted for the 727-729 space, and the prospective tenant opted not to move forward. Staff has
continued to market the building while leasing it for short-term temporary uses such as equipment storage and pop-up theater productions.

The proposed use by Hip Circle Empowerment Center will help to fill a portion of the vacant building and bring additional daytime visitors to the Howard Street corridor, which will support neighboring businesses and help build interest in the adjacent vacant 729 space.

Attachments:
Ordinance 60-O-18 with Lease Agreement
60-O-18
AN ORDINANCE
Authorizing the City Manager to Execute a Lease of City-Owned Real Property Located at 727 Howard Street with Hip Circle Empowerment Center

WHEREAS, the City of Evanston owns certain real property located at 727-729 Howard Street, Evanston, Illinois 60202, which is improved with a single story, approximately 4,234 square foot building and the total lease square footage for 727 Howard is approximately 1,470 square feet (the “Property”); and

WHEREAS, Hip Circle Empowerment Center is an Illinois not-for-profit corporation that operates dance and fitness classes at studio located at 709 Washington Street, Evanston, IL 60202, and seeks to relocate its operation to Howard Street; and

WHEREAS, Hip Circle Empowerment Center seeks to relocate its studio to the Property and the Parties have negotiated a five-year lease of the Property; and

WHEREAS, the City Council has determined that the Property is not necessary to future City operations and leasing the Property to Hip Circle Empowerment Center is 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 lease agreement with an initial term of five (5) years and one (1), five (5)-year option to renew the lease agreement, between the City of Evanston and Hip Circle Empowerment Center. The Lease Agreement shall be in substantial conformity with the Lease Agreement attached hereto as Exhibit “1” and incorporated herein by reference.

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

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
SECTION 7: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Ayes: ____________

Nays: ____________

Approved:

Introduced: ________________, 2018

Adopted: ________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

_____________________________
Michelle L. Masoncup, Interim Corporation Counsel
EXHIBIT 1
LEASE AGREEMENT
LEASE

between

HIP CIRCLE EMPOWERMENT CENTER

an Illinois not-for-profit corporation

as Tenant

and

CITY OF EVANSTON

An Illinois municipal corporation,

as Landlord

727 Howard Street

EVANSTON, ILLINOIS 60202
LEASE

THIS LEASE AGREEMENT is made this 15th day of May, 2018 ("Lease Commencement Date"), by and between CITY OF EVANSTON ("Landlord"), an Illinois municipal corporation and Hip Circle Empowerment Center, an Illinois not-for-profit corporation ("Tenant").

WITNESSETH:

1. PROPERTY

   (a) Property. Landlord is the fee simple owner of certain real property at 727-729 Howard Street, Evanston, Illinois 60202, legally described in Exhibit A attached hereto and incorporated herein (the "Property"). The Property has a one-story building ("Building") that is approximately 4,234 square feet and the Landlord does hereby lease a portion of the Building, 727 Howard ("Premises"), that is approximately 1,470 square feet to Tenant, for Tenant’s exclusive use and control, together with all appurtenances thereto, pursuant to the terms and conditions of this Lease.

   (b) Parking. This Lease does not include the exclusive use of any on-street parking. There are 2 parking spaces in the back of the Building off of the alley for Tenant’s exclusive use for employee parking and loading space. Tenant is responsible for enforcing the exclusive use of the Parking spaces and contacting a tow company, if appropriate.

2. TERM

   (a) Primary Term. Subject to the provisions of this Lease, the "Primary Term" must be for 5 years (60 months) and must commence on May 15, 2018 and expire on May 14, 2023. Tenant may take occupancy any time after the Lease Commencement Date.

   (b) Extended Lease Terms. Provided Tenant is not otherwise in default beyond any applicable cure period, replaced or otherwise amended such that Tenant is still permitted to conduct the Permitted Use from the Premises, Tenant is granted one (1) option to extend the Primary Term for the lease (a "Lease Extension Option"), for a successive period of five (5) years (an "Extension Term"). The Lease Extension Option will be the same terms, covenants and conditions as herein provided. The Lease Extension Option must be exercised by Tenant delivering to Landlord written notice of such election, not less than one hundred twenty (120) days prior to the expiration of the then current term. The exercise by Tenant of any one Lease Extension Option must not be deemed to impose upon Tenant any duty or obligation to renew for any further period of time, and that the exercise of the Lease Extension Option must be effective only upon the giving of notice of extension in accordance with the foregoing provisions. The Primary Term together with the Extension Term is referred to herein collectively as the "Term".

   (c) Sale to Third Parties. If Landlord sells the Property to a third party which has no legal affiliation to the Tenant, as a condition of sale, the new purchaser agrees to be bound by the terms of this Agreement and must have no right to evict Tenant, to vary the terms of this Agreement or to terminate this Lease under any terms other than those contained herein. The third party must stand
in the shoes of Landlord and must honor all obligations of Landlord and all rights of Tenant as provided for herein.

3. **RENT**

   (a) **Fixed Rent.** The tenant’s first rent payment is due on or before June 1, 2018, and every month thereafter due on or before the first of the month ("Rent Commencement Date"), and subject to the terms of this Lease, Tenant agrees to pay to Landlord for lease of the Premises the Rent described below: The Rent for the first year of the Primary Term is Two Thousand Two Hundred Fifty ($2,250) per month, $27,000 per year. For every subsequent Lease Year, the annual rent shall be increased in an amount equal to the Consumer Price Index for that Lease Year and will be adjusted to cover increased property taxes assessed against the property by the Cook County Assessor.

   (b) **Late Fee and Interest.** In the event any sums required hereunder to be paid are not received by Landlord on or before the date the same are due, then, Tenant also owes Landlord a late fee of $25 per day. In addition, interest must accrue on all past due sums at an annual rate equal to the lesser of six percent (6.0%) per month and the maximum legal rate. Such interest must also be deemed Additional Rent.

   (c) **Time and Place of Payment.** Tenant must pay to Landlord Fixed Minimum Rent in advance, in equal monthly installments, and without prior notice, setoff (unless otherwise expressly permitted herein) or demand, except as otherwise specifically provided herein, on or before the 1st day of each calendar month during the Term hereof to and please reference “Lease payment - 727 Howard Street”:

       City of Evanston  
       Attn: Collector’s Office  
       2100 Ridge Avenue  
       Evanston, IL 60201

4. **TENANT IMPROVEMENT:**

   (a) **Tenant accepts the Premises in an “As-Is” Condition.** The Tenant will construct all renovations pursuant to build out plans agreed to by Landlord and Tenant. Tenant will obtain 3 quotes for the work, execute a contract by and between tenant and the selected contractor, and manage the construction of the Tenant Improvements. Once the build out plans are agreed upon, they will be attached as Exhibit C to this lease and incorporated herein. Attached as **Exhibit B** is the **Site Plan** of the Interior Build Out for the Premises.

   (b) **Overview of Cost of Improvements:** The estimated cost to renovate the Premises for Tenant’s intended use is a total of $49,889.50 (Forty-Nine Thousand Eight Hundred Eighty-Nine and 50/100 Dollars) ("**Tenant Improvement Budget**"). Attached as **Exhibit C** is the **Budget** for the Improvements.

   (c) **Vanilla Box Improvements:** Landlord will fund a portion of the Tenant Improvement Budget. The City will pay Twenty-Five Thousand ($25,000) of the total Tenant Improvement Budget at City’s
sole expense, which account for the vanilla box improvements (the “Vanilla Box Improvements”).

The parties agree that certain improvements to Premises are necessary to bring the Premises to a “Vanilla Box” standard, including drywall, basic flooring, installation of ADA compliant bathroom, plumbing, electrical, and HVAC updates which are standard expenses for the Landlord to cover.

(d) **Remainder of the Expenses and Costs:** The remainder of the expenses will be paid by the Tenant: including if the Tenant Improvement Allowances exceed the projected budget. The City will loan Tenant funds to pay for the remainder of the costs, up to a total of $25,000, based on the attached budget the funds loaned by City will be $24,890. The terms of this loan are contained in Resolution 23-R-18, including that Tenant will issue a monthly loan payment to the City of $447.23, which include a 3% interest on the loan.

(e) **Invoices from Contractor and Subcontractor:** Tenant will process the invoices from the contractor and the subcontractors and submit for payment to the Landlord. The Landlord will review the invoices and submit payment directly to the contractors after receipt of a lien waiver.

(f) **Improvement Allowance Payment Requirements:** Disbursement payments shall NOT be paid out until:

- City Council has approved the Agreement and the Agreement is executed; and
- Project work is complete and Temporary Certificate of Occupancy is issued to the Tenant by the Building & Inspection Services Division of the City of Evanston; and
- Invoices from the contractor are received and reviewed by City staff; and
- Contractor issues final lien waivers; and
- The Chief Financial Officer or his designee will not issue the full disbursement to the Tenant if there is any violation of any law, ordinance, code, regulation, or Agreement term; and
- Lastly, Borrower must be current with all City of Evanston accounts prior to any reimbursement.

(g) **Tenant Defaults:** If Tenant defaults on the terms and conditions of this Agreement or terminates this Agreement for any reason other than the Landlord’s willful misconduct which caused the Tenant’s departure, the Tenant Improvement Allowance must be reimbursed in full. Furthermore, the Vanilla Box improvements are the property of the City of Evanston with no right of reimbursement to the Tenant for the Tenant Improvements which were paid for by the City of Evanston.

5. **FIXTURES AND EQUIPMENT**

All trade fixtures and equipment installed by Tenant in or on the Premises (including kitchen equipment, tables and chairs, registers, other equipment, shelving and signs) will remain the property of Tenant and Tenant may remove the same or any part thereof at any time prior to or at the expiration or earlier termination of this Lease. Tenant must repair at its own expense any damage to the Premises caused by the removal of said fixtures or equipment by Tenant. This provision must expressly survive the termination or expiration of this Lease.
6. **USE OF PREMISES**

(a) **Permitted Use:** Tenant must have the right, subject to applicable Federal, State and local laws, (as hereafter defined) and the terms of this Lease, to use the Premises for the following purpose(s): dance and fitness classes, movement workshop, lectures, community events, retail, fundraising events, live dance/music performance, meetings, educational events, and no part of the Property will be used for any other purpose without the prior written consent of the City (herein collectively "Permitted Use").

(b) **Tenant Exclusive Use of Premises:** Landlord covenants and agrees that it has no rights to use, modify, alter or lease any portion of the Building or Property other than as expressly provided in this Lease.

7. **MAINTENANCE**

(a) **Maintenance, Repair and Replacement Responsibilities of Landlord:** Landlord is responsible for all structural and load bearing columns, roof, delivering a working HVAC system and will pay for major repairs to the HVAC system, interior sprinkler and fire safety system within the Building, windows and all soffits, and all structural elements of the Building. Landlord will not be responsible for major repairs that arise out of Tenant’s poor maintenance of the HVAC, interior sprinkler and fire safety systems.

(b) **Maintenance and Repair Responsibilities of Tenant:** Tenant is responsible for all maintenance and repair responsibilities that are not outlined in Paragraph 7(a) above, including but not limited to: exterior lighting, signage, bathroom fixtures and associated plumbing and sewer pipes, kitchen fixtures and associated plumbing, bar equipment, lighting equipment and electrical systems, security systems, telecommunications systems and other non-structural elements. Tenant must maintain, at Tenant’s expense, the HVAC system as required by HVAC system manufacturer to maintain system performance and warranty requirements (at Tenant’s expense). Tenant is vested with control over the HVAC system on a daily basis and will not contact the City of Evanston Facilities team for maintenance, minor repairs or emergency service. The Parties will conduct annual inspections to ensure the property is maintained in good working order. Tenant also responsible for ensuring the interior sprinkler and fire safety system is in good working order, with annual inspections required and ensure that all repair work needed is performed. Copies of testing and inspection paperwork should be distributed to Landlord’s Facilities Management Manager, Sean Ciolek, for proof of compliance.

(c) **Disposal of Refuse:** All refuse associated with Tenant’s use must be placed in appropriate containers for disposal. Tenant cannot dispose of construction building materials in the standard refuse containers and must arrange for special pick-ups and containers for said materials. A refuse container for regular refuse will be located at the Property in reasonable proximity to the Building. Tenant will contract to have trash hauled from such container with reasonable frequency.

(d) **General Upkeep of Exterior of the Building:** Tenant is responsible for snow, ice removal and leaf removal and general upkeep of the exterior of the Building along the sidewalk and other carriage...
walks to and from the Building. The snow must be moved to a suitable area on the Premises to allow for use of the sidewalk.

(e) **General Property Maintenance:** The Tenant will at all times maintain all of the Property in a clean, neat and orderly condition. The Tenant will not use the Property in a manner that will violate or make void or inoperative any policy of insurance held by the Landlord.

(f) **Property Condition Upon Termination of the Lease:** Tenant must yield the Premises back to Landlord, upon the termination of this Lease, whether such termination must occur by expiration of the Term, or in any other manner whatsoever, in the same condition of cleanliness and repair as at the date of the execution hereof, loss by casualty and reasonable wear and tear accepted. Tenant must make all necessary repairs and replace broken fixtures with material of the same size and quality as that broken. If, however, the Premises must not thus be kept in good repair and in a clean condition by Tenant, as aforesaid, Landlord may enter the same, or by Landlord’s agents, servants or employees, without such entering causing or constituting a termination of this Lease or an interference with the possession of the Premises by Tenant, and Landlord may replace the same in the same condition of repair and cleanliness as existed at the date of execution hereof, and Tenant agrees to pay Landlord, in addition to the rent hereby reserved, the expenses of Landlord in thus replacing the Premises in that condition. Tenant must not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

(g) **Leasehold Improvements:** Tenant will keep all leasehold improvements in compliance with all laws and regulations during the entire Term of this Lease, except for repairs required of the Landlord to be made and damage occasioned by fire, wind or other causes as provided for in this Lease.

8. **PAYMENT OF TAXES**

(a) **Definition.** For purposes hereof, “**Taxes**” must mean real property taxes and “**Assessments**” must mean assessments, general and special, foreseen and unforeseen, for public improvements levied or assessed against the Premises and the improvements thereon for that portion of the Term.

(b) **Payment.** Landlord represents and warrants to Tenant that the Premises is currently exempt from Taxes and Assessments. Cook County Assessor will commence assessing property taxes against the City of Evanston for the commercial use described herein. The Landlord will pay the property taxes on behalf of the tenant because the Rent paid by the Tenant each month includes funds to pay for said tax payments. The Property will be reassessed every three years and any change in the property taxes assessed will also change the Rent outlined in Section 3.

9. **DAMAGE AND DESTRUCTION**

(a) **Casualty.** If the Premises must be damaged by fire or other casualty by an Act of God (“**Casualty**”), Landlord must, within one hundred eighty (180) days after such damage occurs (subject to being able to obtain all necessary permits and approvals, including, without limitation, permits and approvals required from any agency or body administering environmental laws, rules or regulations, and taking into account the time necessary to effectuate a satisfactory settlement with any insurance
company) repair such damage at Landlord’s expense and this Lease must not terminate. If the foregoing damage is due to the negligence or willful misconduct of Tenant, then Landlord must look first to the insurance carried by Tenant to pay for such damage. Notwithstanding (i) any other provisions of the Lease to the contrary, and (ii) any legal interpretation that all improvements become part of the realty upon being attached to the Premises, following a Casualty, the Landlord must be responsible only for restoring the Premises to building standard levels of improvement at the time of execution of this Lease and must not include the tenant improvements completed and installed following execution of this Lease, and the tenant must be responsible for insuring and replacing the above building standard tenant improvements or betterments that made the Premises “customized” for Tenant’s use. Customized improvements include, but not limited to: any and all theatre equipment and fixtures, alarm censored doors, wood flooring, and custom cabinetry. Except as otherwise provided herein, if the entire Premises are rendered untenantable by reason of any such damage, or if Tenant cannot utilize Property and Building for its intended use by reason of any damage of any size or scope whatsoever, then all Fixed Minimum Rent and Additional Rent must abate for the period from the date of the damage to the date the damage is repaired, and if only a part of the Premises are so rendered untenantable but the damage does not prevent Tenant from utilizing the Property for its Permitted Use, the Fixed Minimum Rent and Additional Rent must abate for the same period in the proportion that the area of the untenantable part bears to the total area of the Premises; provided, however, that if, prior to the date when all of the damage has been repaired, any part of the Premises so damaged are rendered tenantable and must be used or occupied by or through Tenant, then the amount by which the Fixed Minimum Rent and Additional Rent abates must be apportioned for the period from the date of such use or occupancy to the date when all the damage has been repaired.

(b) **Repair to Leasehold Improvements.** Landlord must have no obligation to repair damage to or to replace any leasehold improvements, Tenant’s personal property or any other property located in the Premises, and Tenant must within sixty (60) days after the Premises is sufficiently repaired so as to permit the commencement of work by Tenant, commence to repair, reconstruct and restore or replace the Premises (including fixtures, furnishings and equipment) and prosecute the same diligently to completion. Notwithstanding the foregoing, Tenant’s Fixed Minimum Rent and Additional Rent must continue to be abated as provided in Section 9(a) above, until the Property is once again suitable for its Permitted Use.

(c) **Termination Right.** Notwithstanding any provision contained herein to the contrary, Tenant must have the option and right to terminate this Lease if, (a) the Premises must be so damaged by Casualty that it cannot be fully repaired within one hundred eighty (180) days after the date of damage; (b) during the last eighteen (18) months of the Term of this Lease, the Premises is damaged by a Casualty in amount exceeding thirty-three and one-third percent (33.33%) of the square footage of the Premises or a lesser amount (no matter how small) that leaves Tenant unable to utilize the Premises for their Permitted Use, provided that, in such event, such termination of this Lease must be effected by written notice within ninety (90) days of the happening of the Casualty causing such damage. This provision must expressly survive the termination or expiration of this Lease.

10. **INSURANCE**

(a) **Tenant Insurance Obligations:** Tenant agrees to maintain a policy or policies of commercial general
liability insurance written by an insurance carrier rated at least Class A or better in Best's Key Rating Guide of Property-Casualty Insurance Companies 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, equipment and fixtures, and the Premises of any person or persons, with policy limits of not less than $1,000,000.00 combined single limit for injury to or death of any number of persons or for damage to property of others not arising out of any one occurrence. Tenant’s policy must cover the Premises, it’s personal property and the business operated by Tenant and must name the City of Evanston as an additional insured.

(b) **Landlord Insurance Obligations:** 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 Best's Key Rating Guide 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 the Premises, with policy limits of not less than $3,000,000.00 combined single limit. Subject to the terms of Paragraph 9(a), Landlord must maintain fire and casualty insurance covering the entire Premises and any alterations, improvements, additions or changes made by Landlord thereto in an amount not less than their full replacement cost from time to time during the Term, providing protection against any peril included within the classification of “all risks”.

(c) **Certificates of Insurance:** Within thirty (30) days after written request, each of the parties agrees to deliver to the other a certificate of insurance as evidence that the policies of insurance required by this Section 10 have been issued and are in effect.

(d) **Waiver of Subrogation.** Neither Landlord nor Tenant must be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income for property or general liability losses, even though such loss or damage might have been occasioned by the acts or omissions of such party, its agents, contractors or employees. Landlord or Tenant must look exclusively to the proceeds of insurance carried by it or for its benefit in the event of any damage or destruction to its property located on the Premises. Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby release and waive any and all rights of recovery, claim, action or cause of action, against the other, or its respective directors, shareholders, officers, agents, invitees and employees, for any loss or damage that may occur to the property or the equipment, fixtures and improvements comprising any part of the Premises, by reason of fire, the elements, or any other cause which could be insured against under the terms of an “all risk” fire insurance policy, in the state where the Premises is located, regardless of cause or origin, including negligence of the parties hereto, their agents, officers, invitees and employees. Subject to the provisions of the Lease, no insurer of a party hereunder must ever hold or be entitled to any claim, demand or cause of action against Tenant by virtue of a claim of loss paid under any such insurance policies, whether such insurer’s claim be in the nature of subrogation or otherwise. The waivers provided pursuant to this paragraph must not operate to the extent that they would void coverage under the provisions of any policy of insurance.

11. **INDEMNIFICATION**
(a) **Indemnification of Landlord.** Except as otherwise provided in this Lease, and except to the extent caused by the negligence 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, attorney’s fees and expenses of whatever nature arising from (i) any matter, condition or thing that occurs in the Premises, which is not the result of Landlord’s negligence or willful misconduct or an Act of God or an act of a third party, (ii) any negligence or willful misconduct of Tenant, or its agents, employees or contractors, or its sub-lessee; or (iii) Landlord’s breach occasioned wholly or in part by any act, omission or negligence of Tenant, its agents, employees, contractors or servants. The provisions of this Section must survive the expiration or earlier termination of this Lease only with respect to any damage, injury or death occurring before such expiration or earlier termination.

(b) **Indemnification of Tenant.** Except as otherwise provided in this Lease, and except to the extent caused by the negligence of Tenant, or its agents, employees or contractors, or by the breach of this Lease by Tenant, Landlord must protect, defend, indemnify and save Tenant and its officers, or employees from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from any act, omission or negligence of Landlord, its agents, employees, contractors or servants; The provisions of this Section must survive the expiration or earlier termination of this Lease only with respect to any damage, injury or death occurring before such expiration or earlier termination. The provisions of this Section do not extend to any sublessee of Tenant.

12. **INTENTIONALLY OMITTED.**

13. **UTILITIES**

Tenant must pay during the Term hereof directly to the appropriate utility company or governmental agency all electric, water, gas, telephone and other public utility charges in connection with its occupancy and use of the Premises, including all costs of operating and maintaining all equipment therein, all business licenses and similar permit fees but excluding any installation costs, tap fees and/or connection fees or charges, with no right of reimbursement from the Landlord. All utilities must be paid pursuant to separate meters measuring Tenant’s consumption of utilities from the Premises, which meter fee must be Landlord’s obligation at its sole cost and expense. Landlord must not be liable to Tenant for damages or otherwise (i) if any utilities must become unavailable from any public utility company, public authority or any other person or entity supplying or distributing such utility, or (ii) for any interruption in any utility service (including, but without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Landlord’s reasonable control, and the same must not constitute a default, termination or an eviction. Tenant assures Landlord that it must arrange for an adequate supply of electricity to the Premises and it must pay for any increased voltage and any additional wiring required addressing the increased capacity. Tenant will not be responsible for the water bill until the temporary certificate of occupancy is issued.
14. COVENANTS AGAINST LIENS

Tenant covenants and agrees that it must not, during the Term hereof, suffer or permit any lien to be attached to or upon the Property or the Premises by reason of any act or omission on the part of Tenant or its agents, contractors or employees. In the event that any such lien does so attach, and (i) is not released within thirty (30) days after notice to Tenant thereof, or (ii) if Tenant has not bonded such lien within said thirty (30) day period, Landlord, in its sole discretion, may pay and discharge the same and relieve the Premises or the Property therefrom, and Tenant agrees to repay and reimburse Landlord upon demand for the amount so paid by Landlord and for other reasonable costs incurred by Landlord in discharging and relieving said lien. The Tenant will hold the Landlord harmless from all claims, liens, claims of lien, demands, charges, encumbrances or litigation arising out of any work or activity of Tenant on the Premises. Tenant will, within sixty (60) days after filing of any lien, fully pay and satisfy the lien and reimburse Landlord for all resulting loss and expense, including a reasonable attorney’s fees. Provided, however, in the event that Tenant contests any lien so filed in good faith and pursues an active defense of said lien, Tenant must not be in default of this paragraph. However, in the event of any final judgment against Tenant regarding such lien, Tenant agrees to pay such judgment and satisfy such lien within 60 days of the entry of any such judgment.

15. ASSIGNMENT AND SUBLETTING

(a) Assignment. Tenant must not have the right to assign this Lease, transfer and grant concessions or licenses (“Transfer”) in all or any part of the Premises without the Landlord’s written consent and City Council approval by Ordinance. No Transfer must relieve Tenant from any of its obligations as Tenant hereunder. Every such assignment or sublease must recite that it is and must be subject and subordinate to the provisions of this Lease, and the termination or cancellation of this Lease must constitute a termination and cancellation of every such assignment or sublease. Notwithstanding the foregoing, Landlord agrees that no merger, consolidation, corporate reorganization, or sale or transfer of Tenant’s assets or stock (specifically including any inter-family or inter-company transfers), redemption or issuance of additional stock of any class, or assignment or sublease to any person or entity which controls, is controlled by or is under common control with Tenant, must be deemed a Transfer hereunder.

16. NOTICES

Any notices required to be given hereunder, or which either party hereto may desire to give to the other, must be in writing. Such notice may be given by reputable overnight delivery service (with proof of receipt available), personal delivery or mailing the same by United States mail, registered or certified, return receipt requested, postage prepaid, at the following addresses identified for Landlord and Tenant, or to such other address as the respective parties may from time to time designate by notice given in the manner provided in this Section.

If to the Landlord: with a copy to:

City of Evanston  City of Evanston
Attn: City Manager Attn: Corporation Counsel
2100 Ridge Avenue 2100 Ridge Avenue
17. RIGHT TO GO UPON PREMISES

Landlord hereby reserves the right for itself or its duly authorized agents and representatives at all reasonable times during business hours of Tenant upon at least forty-eight (48) hours prior notice to Tenant and accompanied by a representative of Tenant (which may be the store manager or assistant manager) to enter upon the Premises for the purpose of inspecting the same and of showing the same to any prospective purchaser or encumbrance or tenant, and for the purpose of making any repairs which Landlord is required hereunder to make on the Property, but any such repairs must be made with all due dispatch during normal construction trade working hours, and in such manner as to minimize the inconvenience to Tenant in the conduct of its business, it being agreed that in the event of a necessity of emergency repairs to be made by Landlord, Landlord may enter upon the Premises forthwith to effect such repairs. Notwithstanding the foregoing, in the event that due to an entry by or on behalf of Landlord into the Premises, Tenant's use is materially interfered with and Tenant, from the standpoint of prudent business management, cannot open and operate the Premises for business for two (2) consecutive days, all Fixed Minimum Rent and other charges payable by Tenant hereunder must equitably abate commencing after such second (2nd) day, and continuing until such repairs are completed, unless such entry is required as a result of Tenant’s negligence or intentional misconduct.

18. DEFAULT

(a) Tenant Default.

i. Events of Default. Including, but not limited to, the following events must be deemed to be an “event of default” hereunder by Tenant subject to Tenant’s right to cure:

a. Tenant must fail to pay any item of Fixed Minimum Rent per Section 3 at the time and place when and where due and does not cure such failure within fifteen (15) business days after receipt of notice from Landlord of such failure;

b. Tenant must fail to comply with any other term, provision, covenant or warranty made under this Lease or if any of Tenant’s representations and warranties made under this Lease are determined to be untrue, either when made or at any time during the Term, by Tenant, and Tenant must not cure such failure within thirty (30) days after Landlord's
written notice thereof to Tenant. In the event Tenant cannot comply with such term, provision, or warranty, within said thirty (30) day period, Tenant must not be in default if Tenant is diligently and continuously making an effort to comply with such term, provision, covenant or warranty and Tenant completes the cure of the default; or

c. Tenant must make a general assignment the benefit of creditors, or must admit in writing its inability to pay its debts as they become due or must file a petition in bankruptcy.

ii. Remedies. Upon the occurrence of an event of default, Landlord may, so long as such default continues, as permitted by law and subject to Landlord’s obligation to use good faith efforts to mitigate damages, either:

a. Terminate this Lease by written notice to Tenant, which written notice must specify a date for such termination at least fifteen (15) days after the date of such written termination notice and such termination must be effective as provided in such written notice unless Tenant must cure such default within such notice period, or not terminate this Lease as a result of the default of Tenant. If Tenant must fail to surrender the Premises upon such termination, Landlord may thereupon, reenter the Premises, or any part thereof, and expel or remove therefrom Tenant and any other persons occupying the same, using such means provided by law;

b. Without terminating this Lease, Landlord may evict Tenant (by any means provided by law) and let or relet the Premises or any or all parts thereof for the whole or any part of the remainder of the Term hereof, or for a period of time in excess of the remainder of the Term hereof, and out of any rent so collected or received, Landlord must first pay to itself the expense of the cost of retaking and repossessing the Premises and the expense of removing all persons and property therefrom, and must, second, pay to itself any costs or expenses sustained in securing any new tenant or tenants (provided that such amount must not include any amounts incurred to restore the Premises to more than the condition originally delivered to Tenant), and must third, pay to itself any balance remaining, and apply the whole thereof or so much thereof as may be required toward payment of the liability of Tenant to Landlord then or thereafter unpaid by Tenant; or

c. Pursue such other remedies as are available at law or in equity.

(b) Landlord Default. Should Landlord default in the performance of any covenant, provision, warranty, condition or agreement herein, or if any of Landlord's representations and warranties made under this Lease are determined to be untrue, either when made or at any time during the Term, and such default in the case of any failure by Landlord to pay any sum required to be paid to Tenant hereunder, continues for ten (10) business days after notice thereof from Tenant, or in case of any non-monetary default, continues for thirty (30) days after receipt by Landlord of written notice thereof from Tenant (except as otherwise provided herein), or if the default of Landlord is of a type which is not reasonably possible to cure within thirty (30) days, if Landlord has not commenced to cure said default within said thirty (30) day period and does not thereafter diligently prosecute the curing of said default to completion (except as otherwise provided herein), Tenant in addition to any and all other remedies which it may have at law and/or in equity including the right
to seek injunctive relief without posting a bond or the obligation to prove irreparable harm, may pay or perform any obligations of Landlord hereunder and deduct the cost thereof from each installment of annual Fixed Minimum Rent payable pursuant to the terms of this Lease; provided, however, in no event must the amount of any such deduction exceed ten percent (10%) of the Fixed Minimum Rent payable on a monthly basis; provided, further, Tenant must not have the right to terminate this Lease except as expressly permitted herein.

19. SIGNS

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

20. REPRESENTATIONS AND WARRANTIES

(a) Landlord Representations and Warranties: Landlord represents, warrants and covenants to Tenant that, to Landlord's knowledge, the following is true as of the Effective Date:

i. all of the Premises is zoned and fit for commercial purposes, and the Permitted Use is permitted under the applicable zoning designation, and that the Premises and Property are presently properly subdivided in conformity with all applicable laws and suitable for the Permitted Use;

ii. Landlord is the fee simple owner of the Premises;

iii. the Premises is subject to no restrictions or continuing regulations of any kind or nature whatsoever incompatible with the Permitted Use and that there are no restrictions in any agreement by which Landlord is bound (including, but not limited to, Landlord’s insurance policies) which would adversely affect Tenant’s right to use the Premises for the Permitted Use during the Term;

iv. Landlord shall deliver to Tenant on occupancy the Premises in good working order and condition, with roof, parapet walls and foundation watertight, and all utility systems, plumbing, drains and HVAC in functional condition;

v. there are no exceptions to title with respect to and/or encumbrances on the Premises which would interfere with Tenants proposed use of the Premises;

vi. Landlord has no notice of any proposed Assessments other than as reflected on the current tax bill;
vii. Landlord has no knowledge of any condition that would preclude Tenant from obtaining all Tenant's permits and licenses necessary for Tenant to open for business and operate for the Permitted Use;

viii. Landlord covenants that it is duly constituted under the laws of the state of Illinois as a municipal corporation, and the City employee who is acting as its signatory in this Lease is duly authorized and empowered to act for and on behalf of the municipal corporation; and

ix. there are no judicial, quasi-judicial, administrative or other orders, injunctions, moratoria or pending proceedings against Landlord or the Property which preclude or interfere with, or would preclude or interfere with, the construction contemplated herein or the occupancy and use of the Premises by Tenant for the purposes herein contemplated.

x. no third party has the right to object to Tenant’s tenancy hereunder, prohibit the selling of any products sold by Tenant or the uses allowed herein or the right to consent to any feature of the Premises or Tenant's signage.

xi. there are no mortgages, prime leases, deeds to secure debt, deeds of trust, or other instruments in the nature thereof, affecting Landlord or its interest in the Premises.

(b) Tenant Representations and Warranties Tenant represents, warrants and covenants to Landlord that, to Tenant's knowledge, the following is true as of the Effective Date:

i. Tenant is a duly authorized and registered not-for-profit corporation with the State of Illinois and has the authority to execute this Agreement. Tenant must keep this tax exempt status during the term of the Lease.

ii. Tenant will apply and obtain all necessary governmental approvals for its Permitted Use.

iii. Execution and performance of this Lease will not (a) violate any judgment or order of Court applicable to or affecting Tenant; (b) breach the provisions of, or constitute a default under, any contract, agreement, instrument or obligation to which Tenant is a party or by which Tenant is bound, or (c) violate or conflict with any law or governmental regulation or permit applicable to Tenant.

(c) All representations and warranties, covenants and indemnities contained in this Lease must survive the expiration or earlier termination of this Lease.

21. HOLDING OVER; END OF TERM

(a) Possession after Expiration or Termination of the lease: If Tenant must hold possession of the Premises after the expiration or termination of this Lease, at Landlord's option (i) Tenant must be deemed to be occupying the Premises as a tenant from month-to-month at one hundred fifty percent (150%) of the Fixed Minimum Rent in effect upon the expiration or termination of the
immediately preceding term or (ii) Landlord may exercise any other remedies it has under this Lease or at law or in equity including an action for wrongfully holding over.

(b) Upon Expiration: Upon the expiration or sooner termination of this Lease, Tenant must surrender the Premises to Landlord in as good order, condition and repair as when received by Tenant; ordinary wear and tear, casualty and condemnation excepted. This provision must expressly survive the termination or expiration of this Lease.

(c) Remaining Property: Any property, equipment, or product remaining in the Premises upon expiration of this Lease must be considered abandoned and property of the Landlord.

### 22. EXPENSES OF ENFORCEMENT

The Parties must bear its own costs, charges, expenses and attorney’s fees, and any other fees incurred in the event of a dispute between the Parties.

### 23. SUCCESSORS IN INTEREST

All of the covenants, agreements, obligations, conditions and provisions of this Lease must inure to the benefit of and must bind the successors and permitted assigns of the respective parties hereto.

### 24. REMEDIES ARE CUMULATIVE

Remedies conferred by this Lease upon the respective parties are not intended to be exclusive, but are cumulative and in addition to remedies otherwise afforded by the law.

### 25. QUIET POSSESSION

Upon payment by the Tenant of the minimum, percentage and additional rent and all other sums due hereunder and upon the observance and performance of all covenants, terms and conditions on Tenant’s part to be observed and performed, Tenant must peaceably and quietly hold and enjoy the Premises for the Term of this Lease without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject nevertheless, to the terms and conditions of this Lease.

### 26. ALTERATION

(a) Changes Required by Law: Any structural changes, alterations or additions in or to the Premises which may be necessary or required by reason of any law, rule, regulation or order promulgated by competent governmental authority must be made at the sole cost and expense of Landlord, including but not limited to asbestos removal and disposal and interior and exterior compliance with the Americans with Disabilities Act (ADA) etc. Notwithstanding the foregoing, if any such changes, alterations or additions are required as a result of improvements made by Tenant during the Term hereof or due to Tenant’s use of the Premises, such changes, alterations or additions must be made at the sole cost and expense of Tenant. Tenant may contest the validity of any such law, rule, regulation or order, but must indemnify and save Landlord harmless against the consequences of
continued violation thereof by Tenant pending such contest.

(b) **Alterations During Term.** Tenant is permitted to perform interior, non-structural alterations to the Premises and to revise the interior layout of the Premises. Tenant must obtain Landlord’s written consent to any other alterations or construction which affects the structural nature of the Premises, which consent must not be unreasonably withheld, conditioned or delayed.

27. **HAZARDOUS SUBSTANCES**

(a) Tenant agrees that, except as herein set forth, it must not generate, use, store, handle or dispose of on or transport over the Premises any Hazardous Substances (defined below) in violation of any Environmental Laws (defined below), except as such incidental amounts of Hazardous Substances as may be required for Tenant to conduct the Permitted Use, but in no instance shall Tenant dispose of Hazardous Substances on the Premises in violation of Environmental Laws.

(b) If any time during the Term, Hazardous Substances are found in the Premises or on adjacent property and such Hazardous Substances are not the result of Tenant’s use of or work on the Premises, then, in such event, Tenant must have the immediate right to terminate this Lease upon written notice to Landlord. Under no circumstances must Tenant be responsible for remediation or cleanup of any Hazardous Substances on the Premises or adjacent property that were not caused by Tenant, or Tenant’s subcontractors, agents or employees. Furthermore, with regard to any Hazardous Substances caused by Tenant or its agents, contractors or employees, Tenant must remove same, in compliance with applicable Environmental Laws, at Tenant’s sole cost and expense. Tenant must defend, indemnify, and hold Landlord harmless from and against any and all costs, damages, expenses and/or liabilities (including reasonable attorneys’ fees) which Landlord may suffer as a result of any written demand (whether or not a suit), claim, suit or action regarding any such Hazardous Substances (whether alleged or real) present due to Tenant and/or regarding the removal and clean-up of same or resulting from the presence of such Hazardous Substances. The representation, warranty and indemnity of Tenant described in this subsection shall survive the termination or expiration of this Lease or purchase of the Property as provided herein. Other than Hazardous Substances caused by Tenant or its agents, contractors or employees, Tenant shall have no duty whatsoever to remove any Hazardous Substances from the Property.

(c) In the event that during the Term of this Lease, Tenant is prevented from performing Tenant’s Work and/or Tenant must be unable to operate for a period of thirty (30) days or more for the Permitted Use at the Premises and ceases operating at the Premises as a result of remediation of Hazardous Substances not caused by Tenant or its agents, contractors or employees, and Tenant does not terminate the Lease as provided for in Section 27(b) above, then Fixed Minimum Rent, Additional Rent and all other charges due hereunder must equitably abate until such time as Tenant is able to resume the performance of Tenant’s Work and/or the operation of its business in the Premises.

(d) Tenant, for itself and its successors in interest, waives and releases Landlord from any and all past and present claims and causes of action arising from or relating to the presence or alleged presence of Hazardous Substances in, on, under, about or emanating from the Property, including without limitation any claims for cost recovery, contribution, natural resources damages, property damage,
consequential damages, personal or bodily injury (including death) or otherwise, under or on account of any violation, or arising under, Environmental Law.

(e) The term “Hazardous Substance” includes, without limitation, any material or substance (regardless of whether discarded, recyclable or recoverable) to which liability or standards of conduct are imposed pursuant to Environmental Laws, including, but not limited to (i) any defined, characteristic or listed “hazardous waste”, “extremely hazardous waste”, “restrictive hazardous waste”, “hazardous substance”, “hazardous material”, “regulated substance”, “pollutant”, “contaminant” or waste, (ii) petroleum (including crude oil or any fraction thereof, natural gas, liquefied natural gas, synthetic gas or mixtures of natural gas and synthetic gas), (iii) asbestos and any asbestos containing materials, (iv) substances known to cause cancer and/or reproductive toxicity, (v) polychlorinated biphenyls (PCBs) and (vi) radioactive material. The term “Environmental Law” means any federal, state or local law, statute, ordinance, rule, regulation, order, consent, decree, judgment or common-law doctrine, interpretation thereof, and provisions and conditions of permits, licenses, plans, approvals and other operating authorizations whether currently in force or hereafter enacted relating to health, industrial hygiene or the environmental conditions on, under or about the Premises or the Property, as such laws are amended and the regulations and administrative codes applicable thereto, including, by way of example and without limitation, the following: the Illinois Environmental Protection Act; Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”); the Resource Conservation and Recovery Act (“RCRA”); the Clean Air Act; the Clean Water Act; the Safe Water Drinking Act (“SDWA”); the Toxic Substances Control Act; and all state and local counterparts thereto; and any common or civil law obligations including, without limitation, nuisance or trespass. It is the intent of the parties hereto to construe the terms “Hazardous Substance” and “Environmental Law” in their broadest sense.

28. GENERAL CONDITIONS

(a) Time is of the essence of this Lease. Any deadlines in this Lease which cannot be met because of delays caused by governmental regulations, inability to procure labor or materials, strikes, acts of God, or other causes (other than financial), beyond the control of Landlord or Tenant (“Force Majeure”) must be extended by the amount of time caused by such delays; provided, however, the payment of rent must not be excused. Notwithstanding anything herein to the contrary, the failure by Landlord to construct the Premises according to building code and/or to receive timely inspections by the necessary authorities due solely to the negligence, misconduct or financial inability of Landlord or Landlord’s contractors, employees or representatives must not constitute Force Majeure. In order for Landlord to claim the occurrence of Force Majeure, Landlord must have notified Tenant in writing of such occurrence within twenty (20) business days after the initial occurrence.

(b) No waiver of any breach of the covenants, agreements, obligations and conditions of this Lease to be kept or performed by either party hereto must be construed to be a waiver of any succeeding breach of the same or any other covenant, agreement, obligation, condition or provision hereof.

(c) Tenant must not be responsible for the payment of any commissions in relation to the leasing transaction represented by this Lease. Landlord and Tenant each covenant that they have not dealt with any real estate broker or finder with respect to this Lease (herein collectively “Brokers”). Each
party must hold the other party harmless from all damages, claims, liabilities or expenses, including reasonable and actual attorneys' fees (through all levels of proceedings), resulting from any claims that may be asserted against the other party by any real estate broker or finder with whom the indemnifying party either has or is purported to have dealt, except for the Brokers.

(d) The use herein of any gender or number must not be deemed to make inapplicable the provision should the gender or number be inappropriate to the party referenced. All section headings, titles or captions contained in this Lease are for convenience only and must not be deemed part of this Lease and must not in any way limit or amplify the terms and provisions of this Lease.

(e) Landlord and Tenant have negotiated this Lease, have had the opportunity to be advised respecting the provisions contained herein and have had the right to approve each and every provision hereof; therefore, this Lease must not be construed against either Landlord or Tenant as a result of the preparation of this Lease by or on behalf of either party.

(f) If any clause, sentence or other portion of this Lease must become invalid or unenforceable, the remaining portions thereof must remain in full force and effect.

(g) Wherever in this Lease Landlord or Tenant is required to give consent, such consent must not be unreasonably withheld, conditioned or delayed except to the extent otherwise expressly provided herein.

(h) If the time for performance of any obligation or taking any action under this Lease expires on a Saturday, Sunday or legal holiday, the time for such performance or taking such action must be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. If the day on which rent or any other payment due hereunder is payable falls on a Saturday, Sunday or on a legal holiday, it must be payable on the next succeeding day which is not a Saturday, Sunday or legal holiday.

(i) Each covenant hereunder of Landlord, whether affirmative or negative in nature, is intended to and must bind the Landlord and each successive owner of the Premises and their respective heirs, successors and assigns.

(j) There must be no personal liability on Landlord, its elected officials, officers, employees, agents, or any successor in interest with respect to any provisions of this Lease, or amendments, modifications or renewals hereof. Tenant must look solely to the then owner's interest in the Premises (including but not limited to any insurance proceeds, rents, or judgments) for the satisfaction of any remedies of Tenant in the event of a breach by Landlord of any of its obligations hereunder.

(l) Landlord hereunder must have the right to assign, sell or transfer Landlord’s interest in this Lease or the Premises with consent of Tenant, which must not be unreasonably withheld. In the event of any such transfer, the transferor must be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer.

(m) Tenant acknowledges that it will seek to hire qualified Evanston residents for employment in the Tenant’s business located at the Premises.
The parties agree that the Lease must be governed by and interpreted in accordance with the laws of the State of Illinois and that venue for any disputes must be in the Circuit Court of Cook County, Illinois.

There are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, letters of intent, lease proposals, brochures, agreements, representations, promises, warranties and understandings between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof must be used to interpret or construe this Lease. This Lease cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. IN WITNESS WHEREOF, the respective parties hereto have executed this Lease by officers or agents thereunto duly authorized. The Effective date is the date executed by the City.
EXHIBIT A

LEGAL DESCRIPTION FOR PROPERTY

THE EAST 59.50 FEET OF LOT “A” (AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF) IN ZEISEL’S CONSOLIDATION OF LOTS 25, 26, 27, AND 28 (EXCEPT THE EAST 5 FEET) IN BLOCK 8 IN BRUMMEL & CASE HOWARD TERMINAL ADDITION IN THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.: 11-30-124-051-0000

Commonly known as: 727-729 Howard Street, Evanston, IL 60202.
Job Description:
Hip Circle Build Out

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Invoice Subtotal | $44,150.00 |
3% Coordination, Project Management & Site Meetings | $1,324.50 |
10% Overhead & Insurance | $4,415.00 |

TOTAL | $49,889.50 |
Memorandum

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

From: Hitesh Desai, CFO/Treasurer
       Ashley King, Budget & Finance Manager

Subject: Ordinance 57-O-18, Updating Authorized Signatories and Financial Institutions for Deposits/Investments of City Funds

Date: April 23, 2018

Recommended Action:
Staff recommends City Council adopt Ordinance 57-O-18, adding Hitesh Desai as a depository signature to City accounts.

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

Summary:
With the appointment of a permanent CFO/Treasurer who began with the City of April 16, 2018, Hitesh Desai must be added to the City’s record. Ordinance 57-O-18 updates the authorized signatories and financial institutions for deposits/investments of City funds by adding Mr. Desai.

Attachments:
Ordinance 57-O-18
AN ORDINANCE

Updating Authorized Signatories and Financial Institutions for Deposits/Investments of City Funds

WHEREAS, the City of Evanston (hereinafter, the “City”), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any home rule power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, pursuant to 65 ILCS 5/3.1-35-50, the municipal treasurer is authorized to deposit all funds and money belonging to the City in depositories designated by ordinance of the corporate authorities; and

WHEREAS, the City of Evanston, Cook County, Illinois maintains its savings, checking, and investment accounts at various institutions; and

WHEREAS, it is necessary and appropriate for the City Council to approve by ordinance those financial institutions and brokers with whom the City is authorized to invest, and those City employees authorized by the City Council as signatories on various City financial institution accounts,

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

SECTION 1: That the foregoing recitals are found as fact and made a part hereof.
SECTION 2: The following individuals may be authorized signatories on various City financial institution accounts:

Wally Bobkiewicz, City Manager
Hitesh Desai, Chief Financial Officer/City Treasurer
Ashley King, Budget & Finance Manager
Andrew Villamin, Accounting Manager

SECTION 3: Authorized City staff may invest City non-fiduciary funds with the following financial institutions and/or brokers:

JP Morgan Chase
1st Bank of Evanston
PMA Financial Network, Inc.
Byline Bank
Zions First National Bank
US Bank
The Vanguard Group
Wells Fargo
MB Financial
BMO Harris
Illinois Metropolitan Investment Fund
Illinois Funds

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: If any provision of Ordinance 57-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 6: Ordinance 57-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:

______________________________

Devon Reid, City Clerk

Approved as to form:

______________________________

Michelle L. Masoncup, Corporation Counsel
Memorandum

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

From: David Stoneback, Public Works Agency Director

Subject: Ordinance 25-O-18, Amending the City Code for the Public Works Agency

Date: April 9, 2018

Recommended Action:
Staff recommends City Council adopt Ordinance 25-O-18 amending Title 7, Chapter 1
of the Evanston City Code, “Public Works Agency”. The Ordinance also codifies the
Block Party permit processes.

Funding Source:
N/A

Livability Benefits:
Built Environment: Enhance public spaces

Summary:
The Ordinance modifies the City Code related to the Public Works Agency and the work
performed by the employees working in three bureaus within the Agency. The Code
also regulates and controls the use of streets pursuant to the block party permit.

Attachments:
Ordinance 25-O-18
AN ORDINANCE

Amending Title 7, Chapter 1 of the Evanston City Code, “Public Works Agency”

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

SECTION 1: Title 7, Chapter 1, “Public Works Agency,” of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

CHAPTER 1 – DEPARTMENT OF PUBLIC WORKS AGENCY

7-1-1. – PUBLIC WORKS AGENCY DEPARTMENT ESTABLISHED; COMPOSITION.

(A) There is hereby established an executive department of the Municipal government of the City which shall be known as the Department of Public Works Agency. This Agency shall include the Director of Public Works and the City Engineer and such other divisions as may be assigned.

7-1-2. – DIRECTOR OF PUBLIC WORKS.

7-1-2-1. – GENERAL DUTIES AND AUTHORITY.

(B) The Director of Public Works Director is the head of the Department of Public Works Agency and have charge of all branches of the Municipal service which are placed under the supervision, direction or control of such Agency Department, including the streets, alleys, parkways, sidewalks, street lighting, traffic signals, City equipment, motor vehicle equipment, signal service equipment, bridges and viaducts, parkway trees and shrubs, parks and athletic fields, City Water Works system, City sewer system, solid waste collection and disposal, and the City Engineer within the City.

(C) Public Improvements. The Director of Public Works Director, subject to the ordinances, grants and powers of the City, have charge of all public improvements commenced, or to be commenced by the City; he/she have authority to regulate and control the manner of using the streets, alleys, highways and public places of the City for the erection and location of utility poles or posts, as authorized by the ordinances or grants of the City, and to determine
the location thereof; and to cause the prompt repair of the streets, alleys, highways and public places whenever the same are taken up or altered.

(D)(C) Maps and Plats. The Director of Public Works shall examine all maps and plats for subdivision of land in accord with Title 4, Chapter 11 of this Code, as amended. The Director of Public Works shall be responsible for all maps, plats and records and all matters pertaining to the keeping of the same, and he/she shall make or direct the making up of all maps and drawings which may be required by the provisions of this City Code, City or other ordinances of the City or may be ordered by the City Manager or the City Council.

(E)(D) Authority in Connection With Street Lighting. The Director of Public Works shall be responsible for the erection, operation and repair of all lamps and lights for lighting the streets, alleys, highways, viaducts, parks, public places and public buildings in the City, to such extent as he/she is so required to do by the provisions of this Code, ordinances, grants or contracts of the City. He/She shall also be responsible for the erection of all poles and wires and the laying of all pipes and conduits erected or laid by any person for such lighting purposes.

The Director of Public Works shall, in all respects, see to it that the provisions of all ordinances granting the right to construct and maintain an electric light, heat and power plant in the City and amendments and additions thereto, and of any and all contracts relating to the public lighting of the City are fully and fairly enforced.

(F)(E) Removal of Obstructions in Public Places. The Director of Public Works may cause the removal of any article or thing whatsoever which may unlawfully encumber or obstruct any public street, avenue, alley, parkway or place in the City. The person responsible for or causing such obstruction shall be responsible for all expenses incurred in the removal of said obstruction(s).

7-1-2. PERMITS.

In all cases wherein a permit is required to authorize any work to be done in the City pursuant to this Title of this Code, the City Manager, the Director of Public Works, or his/her designee shall be responsible for issuing such permit. Any such permit must comply with all relevant provisions of this Code governing the act or work.

7-1-3. BLOCK PARTY PERMITS.

(A) Purpose. The street in the possession of the City are primarily for the use of the public in the ordinary way. However, under proper circumstances, the City Manager or his/her designee may grant a permit for street use, subject to
reasonable municipal regulation and control. This Section is enacted to regulate and control the use of streets pursuant to a block party permit, to the end that the health, safety, and general welfare of the public and the good order of the City can be protected.

(B) Definitions. As used in this Section, the following terms shall have the meanings indicated:

| **BLOCK PARTY.** | A Gathering in a residential district only of abutting neighbors and their relatives and friends within the City street right-of-way or other public thoroughfare which has been temporarily closed for the occasion. Block party permits will only be issued during the periods of May 1 through September 30. |

(C) Prohibition. No person will encroach upon, occupy, obstruct or encumber any public street or highway, or part thereof, for the purpose of participating in a block party unless authorized to do so in accordance with this Section.

(D) Application for Permit. A written application for a block party permit by persons or groups desiring the same must be made on a form by the City Manager or his/her designee and will be filed with the City Manager or his/her designee at least ten (10) business days prior to the event. The application must include the following information:

1. The name, physical address, e-mail address, and telephone number of the applicant or applicants. The applicant must be a City resident.
2. If the proposed street use is to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorizing responsible heads of such organization.
3. The date and duration of time for which the requested use of the street is proposed to occur. A block party permit will only be issued for one day and must not start earlier than 10:00 a.m. and end no later than 9:00 p.m.
4. An accurate description of that portion of the street proposed to be used.
5. Statement verifying that all persons within the affected block have been notified by the applicant of the block party and that no more than three (3) objections to the closing of the street or the proposed activities have been presented to the applicant.
6. The proposed use, described in detail, for which the block party permit is requested.
(E) Review by Public Works Director. Before any application for a block party permit is considered by the City Manager or his/her designee, the application must be reviewed by the Public Works Director for his/her recommendation as to the effect that the temporary closing of the street will have on the public safety and traffic movement in the area during the time the street may be closed.

(F) Mandatory Denial of Street Use Permit. An application for a block party permit shall be denied if:

1. The proposed street use is primarily for private or commercial gain.
2. The proposed street use would violate any federal or state law or any ordinance of the City.
3. The proposed street use will substantially hinder the movement of police, fire, or emergency vehicles, constituting a risk to persons or property. Permits will only be granted to close non-through streets such as cul-de-sacs and dead-end streets. A permit will not be granted to close a main thoroughfare in the City.
4. The application for a block party permit does not contain the information required in this Section.
5. The application requests a period for the use of the street that would last later than 9:00 P.M.
6. The proposed use could equally be held in a public park or other location.
7. The application may be denied for any other reason or reasons that it is determined that the health, safety, and general welfare of the public cannot be adequately protected and maintained if the permit is granted.

(G) Responsibilities of the Applicant.

1. Acceptance of a permit makes the applicant primarily liable for damages to persons or property cause by reason of the closing. The applicant further agrees to pay an amount sufficient to reimburse the City for any damages done to the street surface, right-of-way or any other cleanup required after the event. The street surface must not be altered in any manner. The City is not liable for any damage caused by the street closing.
2. The applicant is responsible for procurement, placement, and maintenance of barricades used to barricade streets under this Chapter. No block party may commence or continue unless barricades are properly placed and maintained. The applicant acknowledges that under no circumstances will the street or right-of-way be blocked that would prohibit access for emergency vehicles. If a permit is granted, the Public Works Agency will deliver a sufficient number of marked barricades to the address of the applicant. The barricades must be returned to the point of delivery for pickup by the City on the next business day.
3. Music or noise must be kept at a reasonable level so as not to disturb others. Amplified noise or music is prohibited at such block parties.
4. The applicant is responsible for clearing litter and debris from the street after the conclusion of the event.

5. Any damages associated with a block party permit will be invoiced to the applicant.

(H) Termination of Block Party Permit. A block party permit for an event in progress may be terminated by the Police Department if the health, safety, and welfare of the public appears to be endangered by activities generated as a result of the event or the event is in violation of any of the conditions of the permits or City Code of the City of Evanston.

(I) Violations and Penalties. Any person who violates any provision of this Chapter is subject to a fine of five hundred dollars ($500.00).

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 25-O-18 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
Memorandum

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

From: Mario Treto, Jr., Assistant City Attorney
       Theresa Whittington, Liquor Licensing Manager/Legal Analyst

Subject: Ordinance 50-O-18, Increasing the Number of Class D Liquor Licenses for Falcon Eddy’s, LLC d/b/a Falcon Eddy’s Barbeque, 825 Church Street

Date: April 23, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 50-O-18, amending Evanston City Code Subsection 3-4-6-(D) to increase the number of Class D Liquor Licenses from forty-nine (49) to fifty (50) and permit issuance of a Class D license to Falcon Eddy’s, LLC d/b/a Falcon Eddy’s Barbeque located at 825 Church Street.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 50-0-18 will permit Falcon Eddy’s, LLC d/b/a Falcon Eddy’s Barbeque (“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. Company representative James Pomerantz submitted application materials.

Legislative History:
At the April 4, 2018 Liquor Control Review Board meeting, Company requested consideration of application for a Class D liquor license.

Attachments:
Ordinance 50-O-18
Application
Minutes of the April 4, 2018 Liquor Control Review Board meeting

418 of 684
AN ORDINANCE

Amending City Code Section 3-4-6-(D) to Increase the Number of Class D Liquor Licenses from Forty-Nine to Fifty
(Falcon Eddy’s, LLC Falcon Eddy’s Barbeque 825 Church Street)

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

SECTION 1: Class D of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>D</th>
<th>Restaurant</th>
<th>Liquor</th>
<th>None</th>
<th>$2,800</th>
<th>$2,800</th>
<th>49</th>
<th>50</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 increasing the number of Class D liquor licenses from forty-nine (49) to fifty (50) 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 forty-nine (49) fifty (50) 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

_______________________________, Mayor
Stephen H. Hagerty

Attest:
_______________________________
Devon Reid, City Clerk

Approved as to form:
_______________________________
Michelle L. Masoncup, Interim Corporation Counsel
City of Evanston annual Liquor License Application

City of Evanston
Application for Liquor License

Date: 2/14/2018

☑ New business
☐ Change of Ownership/Corporation
☐ Change of License Class

Liquor Class: D

Initial license Fee: $2800

1. APPLICANT

A. Corporation name: FALCON EDDY'S LLC

B. Business name: FALCON EDDY'S BARBECUE

C. Previous business name (if dba changed):

D. Business address (city, state, zip code):
   825 CHURCH ST, EVANSTON IL 60201

E. Business telephone: 847-858-1434

F. Business website: PENDING

G. Business Email: POWERBARTEND@GMAIL.COM

H. Illinois business tax number: REDACTED

2. BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Address applying for liquor license (exact street address):
   825 CHURCH ST

B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):
   FIRST FLOOR...
   OLD MARSHALL FIELD'S BLOG
   2,060 SF NEXT TO LEEPA

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 ☐ BrewPub ☐ Craft Distillery ☐ Craft Brewery ☐ Craft Winery ☐ Other (explain):

Describe the nature of the business / kind of business:

Liquor to be served and/or sold: ☑ Beer & Wine only ☐ Beer Only ☐ Wine only

Days and times liquor is served:

<table>
<thead>
<tr>
<th>Day</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
<td>11 AM to 10 PM</td>
</tr>
<tr>
<td>Monday</td>
<td>11 AM to 10 PM</td>
</tr>
<tr>
<td>Tuesday</td>
<td>11 AM to 10 PM</td>
</tr>
<tr>
<td>Wednesday</td>
<td>11 AM to 10 PM</td>
</tr>
<tr>
<td>Thursday</td>
<td>11 AM to 10 PM</td>
</tr>
<tr>
<td>Friday</td>
<td>11 AM to 10 PM</td>
</tr>
<tr>
<td>Saturday</td>
<td>11 AM to 10 PM</td>
</tr>
</tbody>
</table>

Liquor will served or sold by:

☐ Glass ☑ Bottle ☑ Can ☐ Waitstaff and/or ☑ Over the counter
4. **BUSINESS SPECIFIC INFORMATION (for restaurants)**

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant?</th>
<th>☑ yes ☐ no</th>
</tr>
</thead>
<tbody>
<tr>
<td>If your response is “No,” skip this section and proceed to section 5.</td>
<td></td>
</tr>
</tbody>
</table>

| B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served? | ☑ yes ☐ no |

| C. Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food? | ☑ yes ☐ no |

| D. How many tables are or will be in the restaurant? | ☑ 50 |
| What is the seating capacity? | |

| E. Is there an existing or proposed menu? If your response is “no,” please create a proposed menu before applying. If your response is “Yes,” please attach the menu. | ☑ yes ☐ no |

| F. Does the restaurant currently hold or has applied for a City of Evanston food license? | ☑ yes ☐ no |
| If your response is “Yes,” what is the expected issue date? | |

5. **BUSINESS SPECIFIC INFORMATION (for hotels)**

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?</th>
<th>☑ yes ☐ no</th>
</tr>
</thead>
<tbody>
<tr>
<td>If your response is “No,” skip this section and proceed to section 6.</td>
<td></td>
</tr>
</tbody>
</table>

| B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served? | ☑ yes ☐ no |

| C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food? | ☑ yes ☐ no |

| D. Does the hotel have at least 50 regular rooms for transients? | ☑ yes ☐ no |

| E. Does the hotel currently hold or has applied for a City of Evanston food license? | ☑ yes ☐ no |
| If your response is “Yes,” what is the expected issue date? | |

6. **BUSINESS SPECIFIC INFORMATION (for package stores)**

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell liquor upon the premises of a package store?</th>
<th>☑ yes ☐ no</th>
</tr>
</thead>
<tbody>
<tr>
<td>If your response is “No,” skip this section and proceed to section 7.</td>
<td></td>
</tr>
</tbody>
</table>

| B. Is the package store premises located in the “retail package store area” as defined by the attached map? | ☑ yes ☐ no |

| C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises? | ☑ yes ☐ no |

| D. Has the applicant reviewed the Liquor Code definition of a “package store”? | ☑ yes ☐ no |

7. **BUSINESS SPECIFIC INFORMATION (for grocery stores)**

| A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store? If your response is “No,” skip this section and proceed to section 8. | ☑ yes ☐ no |

| B. Does the grocery store premises consist of a grocery store and combination store under one roof? | ☑ yes ☐ no |

| C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximately how many square feet are provided? sq.ft. | ☑ yes ☐ no |

| D. Does the grocery store currently hold or has applied for a City of Evanston food license? | ☑ yes ☐ no |
| If your response is “Yes,” what is the expected issue date? | |

City of Evanston Liquor License Application (Rev. 12/2014) Application: Page 2 of 15
### 8. BUSINESS SPECIFIC INFORMATION (BrewPub)

<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 BrewPub? If your response is &quot;No,&quot; skip this section and proceed to section 9.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the brewpub 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 brewpub 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 brewpub? __________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is &quot;no,&quot; please create a proposed menu before applying. If your response is &quot;Yes,&quot; please attach the menu.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 9. BUSINESS SPECIFIC INFORMATION (Craft Distillery)

<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 Craft Distillery? If your response is &quot;No,&quot; skip this section and proceed to section 10.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the craft distiller possess a valid craft distiller license from the State of Illinois? If &quot;No&quot;, please provide date you intend to obtain you license:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the craft distiller intend to have a tasting room?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 10. BUSINESS SPECIFIC INFORMATION (Craft Brewery)

<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 Craft Brewery? If your response is &quot;No,&quot; skip this section and proceed to section 11.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the craft brewery possess a valid craft distiller license from the State of Illinois? If &quot;No&quot;, please provide date you intend to obtain you license:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the craft brewery intend to have a tasting room?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Does the craft brewery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Does the craft brewery currently hold or has applied for a City of Evanston food license?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Has the applicant reviewed the Liquor Code definition and class description of a “craft brewery”?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 11. BUSINESS SPECIFIC INFORMATION (Craft Winery)

<table>
<thead>
<tr>
<th>A.</th>
<th>Does the applicant seek to sell and liquor upon the premises of a Craft Winery? If your response is “No,” skip this section and proceed to section 12. □ yes □ no</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.</td>
<td>Does the craft winery possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license: □ yes □ no</td>
</tr>
<tr>
<td>C.</td>
<td>Does the craft winery intend to have a tasting room? If “Yes”, What is the seating capacity? □ yes □ no</td>
</tr>
<tr>
<td>D.</td>
<td>Does the craft winery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu. □ yes □ no</td>
</tr>
<tr>
<td>E.</td>
<td>Is there an existing or proposed menu? If your response is “Yes,” please attach the menu. □ yes □ no</td>
</tr>
<tr>
<td>F.</td>
<td>Does the craft winery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? □ yes □ no</td>
</tr>
<tr>
<td>G.</td>
<td>Has the applicant reviewed the Liquor Code definition and class description of a “craft winery”? □ yes □ no</td>
</tr>
</tbody>
</table>

### 12. PREMISES OWNERSHIP INFORMATION

<table>
<thead>
<tr>
<th>A.</th>
<th>Does the corporation own the premises for which this liquor license is being sought? If your response is “Yes,” attach a copy of ownership and proceed to section 13. □ yes □ no</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.</td>
<td>Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought? □ yes □ no</td>
</tr>
<tr>
<td>C.</td>
<td>What is the period covered by the lease? <strong>2/1/18</strong> to <strong>1/31/23</strong></td>
</tr>
<tr>
<td>D.</td>
<td>What is the name of the Landlord? <strong>ELIZABETH HALE</strong></td>
</tr>
<tr>
<td>E.</td>
<td>What is the address of the Landlord? <em>Please include city, state, and zip code.</em> □ yes □ no</td>
</tr>
</tbody>
</table>

**4355 N RAVENSWOOD CHICAGO IL 60613**

### 13. ELIGIBILITY QUESTIONS

<table>
<thead>
<tr>
<th>A.</th>
<th>Has the owner or any relative had a business or liquor license revoked? □ yes □ no</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.</td>
<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? □ yes □ no</td>
</tr>
<tr>
<td>C.</td>
<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? □ yes □ no</td>
</tr>
<tr>
<td>D.</td>
<td>Does the owner/officer(s) owe any debt or unpaid tax to the City of Evanston? If yes, explain: □ yes □ no</td>
</tr>
<tr>
<td>E.</td>
<td>Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below. □ yes □ no</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>name</th>
<th>address</th>
<th>telephone</th>
<th>relationship</th>
</tr>
</thead>
</table>

---

City of Evanston Liquor License Application (Rev. 12/2017) 424 of 684 Application: Page 4 of 15
I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

[Signature of Applicant]

[Date] 2/14/2018
City of Evanston
Liquor License Application

AFFIDAVIT

State of )
County of ) SS

The undersigned hereby makes application for a Class _____ liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

[Signature of Applicant]

Subscribed and sworn to before me this 22-day of [Feb] 2016.

[Signature of Notary Public]

LUIS VISCARRA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 15, 2021

(city seal)
**CORPORATE INFORMATION FORM**  
(Supplement A)

**Applicants must file business with Secretary of State:**

<table>
<thead>
<tr>
<th>Name of Corporation/Partnership:</th>
<th>FALCON EADY'S LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Address:</td>
<td>825 CHURCH ST EVANSTON IL 60201</td>
</tr>
<tr>
<td>Corporate Ph #:</td>
<td></td>
</tr>
</tbody>
</table>

**Business Status:**

| Date Corporation/Partnership was Organized: | 1/19/2018 |
| State Articles of Incorporation/Organization filed: | 1/19/2018 |
| Date Articles of Incorporation/Organization filed with Secretary of State: | 1/19/2018 |
| Date Certification of Incorporation/Organization was issued by Secretary of State: | 1/19/2018 |

| Are there any amendments to Articles of Incorporation? | No [ ] | Yes [ ] |

**What are the total shares of stock created by this Corporation?**  
100

**H. List stockholders with 5% or more in holdings** (corporations with a long list, attach copy of list):

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>JAMES AMERANTE</td>
<td>50</td>
</tr>
<tr>
<td>JAMES HURLEY</td>
<td>50</td>
</tr>
</tbody>
</table>

**Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors?**  
[X] Yes [ ] No

**Has the Corporation attached evidence of Good Standing with the State of Illinois?**  
[X] Yes [ ] No

**Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization?**  
[X] Yes [ ] No

**Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date:**

**What is the objective of Corporation?**  
OPERATE A RESTAURANT

**Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation?**  
[X] Yes [ ] No
1. Limited Liability Company Name: FALCON EDDY'S LLC

2. Address of Principal Place of Business where records of the company will be kept:
   826 CHURCH ST.
   EVANSTON, IL 60201

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:
   RICHARD L. GAYLE
   180 N LA SALLE ST STE 3300
   CHICAGO, IL 60601-2808

5. Purpose for which the Limited Liability Company is organized:
   "The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:
   POMERANTZ, JAMES
   825 CHURCH ST.
   EVANSTON, IL 60201

   HURLEY, JAMES
   825 CHURCH ST.
   EVANSTON, IL 60201

8. Name and Address of Organizer
   I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

   Dated: JANUARY 19, 2018
   JAMES POMERANTZ
   825 CHURCH ST.
   EVANSTON, IL 60201

This document was generated electronically at www.cyberdriveillinois.com
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that FALCON EDDY’S LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JANUARY 19, 2018, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 16TH day of FEBRUARY A.D. 2018.

[Signature]
Jesse White
SECRETARY OF STATE
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR Necessarily EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Guy Vitl Insurance
445 Sheridan Road
Highwood
IL 60040

INSURED

Falcon Eddy’s LLC, DBA: Falcon Eddy’s Barbeque
825 Church
Evanston
IL 60613

CONTACT NAME: Norma Fabbi-Blake
PHONE NO.: (847) 432-1000
FAX NO.: (847) 433-6856
EMAIL: Normab@vitlcompanies.com

INSURER AFFORDING COVERAGE
INSURER #
A: Society Insurance 15261

COVERAGES CERTIFICATE NUMBER: CL1822217052 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY NOT AFFIRMATIVELY OR Necessarily EXTEND OR ALTER THE COVERAGE 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.

LTL
TYPE OF INSURANCE ADDITIONAL LIMITS
POLICY NUMBER POLICY EXP (MM/DD/YYYY)

A COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR
BP18004560 03/01/2018 03/01/2019

A AUTOMOBILE LIABILITY ANY AUTO
OWNED UNOWNED
SCHEDULED AUTOS AUTOSonly AUTOS ONLY
CA18004581 03/01/2018 03/01/2019

A UMBRELLA LIABILITY OCCUR CLAIMS-MADE
UM18004563 03/01/2018 03/01/2019

A WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? N/A
WC18004562 03/01/2018 03/01/2019

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Evanston is named as Additional Insured with respect to General Liability and Liquor Liability pursuant to City of Evanston code section 3-4-4.

CERTIFICATE HOLDER

City of Evanston
2100 Ridge Avenue
Evanston
IL 60201-2798

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

Norma Fabbi-Blake

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CITY OF EVANSTON
COOK COUNTY, ILLINOIS
APPLICATION FOR LIQUOR LICENSE

THIS APPLICATION MUST BE ACCOMPANIED BY A SURETY BOND IN THE FORM ATTACHED HERETO

BOND OF DEALER IN ALCOHOLIC LIQUORS

KNOW ALL MEN BY THESE PRESENTS: That Falcon Eddy's LLC DBA Falcon Eddy's Barbeque of the City of Evanston, County of Cook and State of Illinois, hereinafter called the Principal, and

West Bend Mutual Insurance Company of the City of Evanston, County of Cook and State of Illinois, hereinafter called the sureties, are held and firmly bound unto the City of Evanston, a municipal corporation, in the sum of Twenty-five Hundred and no/100 Dollars, for the payment whereof to the said City of Evanston, the principal and said sureties bind themselves, their heirs, executors, administrators and assigns jointly and severally firmly by these presents. Signed, sealed and dated this 1st DAY OF March 2018. WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control Commissioner of the City of Evanston under the provision of the Title 3, Chapter 5, relating to the Sale of Alcoholic Liquor, of the Municipal Code of the City of Evanston, 1984, and amendments thereto, which license will expire on the 1st DAY OF March 2019.

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall comply with all the provisions of said ordinance hereinbefore described, and any and all other ordinances of said City relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance; and if said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or which may hereafter be in force in said City affecting the operation of said business, then this obligation shall be void; otherwise it shall remain in full force and effect.

Signed, Sealed and Delivered

In the Presence of:

(SEAL)

Falcon Eddy's LLC DBA Falcon Eddy's Barbeque

PRINCIPAL

(SEAL)

West Bend Mutual Insurance Company

SURETIES

431 of 684
City of Evanston annual Liquor License Application

PRINCIPAL

Signed, sealed, and dated this _____ DAY OF _____, 20_____.

By:

Title:

State of 

County of 

(affix seal)

SURETIES

Signed, sealed, and dated this _____ DAY OF _____, 20_____.

By: 

Title: 

State of 

County of 

(affix seal)

State of 

County of 

SS

ACKNOWLEDGEMENT OF CORPORATE SURETY

The foregoing instrument was acknowledged before me, by _____________________________, this 22 day of Feb, 2018.

Notary Signature (affix seal)

Luis Viscarra
Notary Public, State of Illinois
My Commission Expires May 15, 2021

City of Evanston Liquor License Application (Rev. 03/05/2015) Supp. B/Surety Bond: Page 9 of 15

432 of 684
Date: 02/22/2018
Bond Number: 2377803

GUY VITI INSURANCE AGENCY INC
445 SHERIDAN ROAD
HIGHWOOD, IL 60040

PRINCIPAL INFORMATION:
Falcon Eddy's LLC DBA Falcon Eddy's Barbeque
825 Church St
Evanston, IL 60201-3706
Billing Address - if blank, see Principal above:

Obligee Information:
City of Evanston
2100 Ridge Ave
Evanston, IL 60201-2716

WB Index: NLD 2377803 0
Bond Eff Date: 03/01/2018
Bond Exp Date: 03/01/2019

Bond Type: Alcoholic Liquor
Work Description: City of Evanston Dealer in Alcoholic Liquors

Current Bond Limit: $ 2,500.00
Previous Bond Limit: $

Bond Premium: $ 50.00
Premium Change: $ 0.00

THIS IS NOT AN INVOICE

MICHIGAN ONLY: This policy is exempt from filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.
POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kevin A. Steiner

lawful Attorney(ies) in fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Two Thousand Five Hundred Dollars ($2,500.00)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest:  
Christopher C. Zwygart
Secretary

Kevin A. Steiner  
Chief Executive Officer/President

State of Wisconsin  
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

Julia A. Benedum  
Senior Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 22nd day of February, 2018.

Heather Dunn  
Vice President — Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

1900 S. 18th Ave. West Bend, WI 53095  |  ph (262) 334-6430  |  1-800-236-5004  |  fax (262) 338-5058  |  www.thesilvertining.com

434 of 684
Certificate of Completion

American Safety Council

JAMES POMERANTZ

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 2/15/2018

from the American Safety Council.

Jeff Pajran
Certificate of Completion

American Safety Council

JAMES HURLEY

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 2/17/2018

from the American Safety Council.

Jeff Paikan
Falcon Eddy’s Texas BBQ

Meats:

Brisket: Simple with Salt and Black Pepper, smoked 16 hours with only oak

Smoked Corned Beef: crusted with coriander, dill and black pepper

Ribs: served with dry rub ONLY, there is sauce on the table if you need.
   St. Louis
   Baby Back
   Beef Short Ribs, limited availability, if you really want it call 24 hours in advance.

Pork Shoulder: slow cooked and fall off the bone.

Half Chicken: brined for 24 hours in citrus and spices, very slow smoked. You want a whole chicken, order twice

Sausage:

Pork Belly: only on the weekends and only ’til we run out.

The Fish: Fried Whitefish. Cornbread crusted served with fries, slaw and house tartar sauce.

Cauliflower: not meat, I know but I’m tired of hearing about it. Cut thick, served with smothered onions and picked peppers. Add Meat if you are riding the fence.

Sauces: Original Vinegar, Temexico, Sweet Peach, Spicy Pepper, Sweet and Spicy Mustard

Sandwiches: Get everything on a bun or Texas Toast

Sliced Brisket; Chopped Beef; Pulled Pork; Pulled Chicken

The Sausage: on a roll with picked peppers, bloody smothered onions and Sweet and Spicy Mustard

Big Bill: Pork Shoulder and Spicy sausage on grilled Texas toast with, pepper jack cheese, bloody smothered smoked onions and Granny Apple slaw

The Ex: they took everything. On bread with American Swiss, pork shoulder braised greens and roasted sweet peppers.

New York City: Smoked corned beef on grilled rye bread with American Swiss, coleslaw and special sauce.
Sides:

Granny Apple Cole Slaw; Deviled Egg Potato Salad; Brisket Beans
Bloody smoked smothered onions; Pork shoulder braised greens; House made potato chips
House made pickles: Cucumber mild or spicy and sweet, Thick Sliced Onion, Sweet Peppers, Jalapeno
Jalapeno Corn Bread; French Fries; Sweet Potato Fries

Additions:

Smoked meat Frito pot pie
Jalapeno corn bread pudding
Roasted Sweet potatoes with chili spiced pecan butter
Jalapeno Pimento Cheese House made potato chips
Aged Jack macaroni and cheese

Dessert:

Pecan Pie
Banana Pudding
Peach Cobbler
Chocolate pecan ice cream cookie sandwich
MEETING MINUTES

Liquor Control Review Board
Wednesday, April 4, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present: Mayor Stephen H. Hagerty (Local Liquor Control Commissioner); Marion Macbeth; Dick Peach

Members Absent: None

Staff Present: Mario Treto, Theresa Whittington

Others Present: James Pomerantz (Falcon Eddy's); Rob Spengler (Board & Brush); Yovanda Diakoumis (Target); Jessica Watson (Target); Michael Binstein (Binny's); Julia Burnham (Binny's); Richard Parenti

Presiding Member: Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:00 a.m.

NEW BUSINESS

Falcon Eddy's, LLC dba Falcon Eddy's Barbeque, 825 church Street
Jim Pomerantz (JP), owner, requested approval for issuance of a class D (restaurant/liquor) liquor license. JP is the current co-owner of Bat 17. Bat 17 has been open for 12 years. The new restaurant's cuisine is described as Texas barbeque. He would like to serve beer and wine to his customers. Mayor Hagerty stressed his zero tolerance for underage drinking. Mayor Hagerty reminded JP that a type 2 restaurant will not allow a restaurant to serve alcohol on a sidewalk café.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

Target Corporation, dba Target Store T0927, 2209 Howard Street
Yovanda Diakoumis (YD), store director, requested approval for issuance of a class F (Grocery Store/Liquor) liquor license. YD explained that Target on Howard has been in the community for quite some time. The lack of alcohol sales is the one thing that keeps Target from being a “one stop all inclusive” shop for its customers. She said that Target has lots of training programs in place regarding alcohol sales. Cashiers must be 21 years old to ring up sales and POS ID systems cannot be bypassed. She hopes that next year the store will get remodeled as a “next generation store” and that alcohol offerings will add to the reinvention. Mario Treto suggested the removal of the 500 foot rule from Class F be bifurcated and introduced as a separate ordinance. The 500 foot rule
rule in Class F prohibits issuing a Class F liquor license to an establishment within 500 feet of another class F business. Mayor Hagerty explained that our grocery stores are already out of compliance with the rule and that it makes sense to remove the rule from the city code. The liquor board had discussed the issue at the January meeting and agreed at that time that the 500 foot rule should be eliminated. Mayor Hagerty told YD that he takes underage drinking very seriously and stated further that he has been very pleased, that since his time as Mayor, no issues have come to his attention.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

**SV Family Evanston, LLC dba Board & Brush Evanston, 802 Dempster**

Rob Spengler (RS), co-owner, requested consideration for issuance of a class X (Arts and Craft studio/beer & wine) liquor license. RS is also co-owner of Little Beans Café. RS explained that he is a new franchisee in Board & Brush. There are currently 147 franchise locations and offers arts & craft classes that focus on making wooden boards and signs. He has a target opening date of April 20th. The franchise requires owners to offer beer and wine either as BYOB or as retail sale offering, with a preference for franchisees to be licensed. RS expressed appreciation to the City for working with them on the creation of a new liquor license class. Mayor Hagerty asked if there would be any power tools in use while patrons are drinking. RS stated customers will not be using power tools. There are hand held tools used at the beginning of class to distress the wood. Alcohol will not be served until after this initial step is complete. Customers are so busy with their hands that he does not anticipate people having more than 1-2 drinks a session. Mayor Hagerty expressed his zero tolerance for underage drinking and his expectation that alcohol will be served in accordance to the rules and laws in place.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

**Binny’s Beverage Depot, 1111 Chicago Ave.**

Michael Binstein (MB), owner, requested consideration for issuance of a class F-2 (Retail Liquor Dealer Gourmet Food Store) liquor license. Mayor Hagerty provided an overview of the administrative and legislative history that led up to the creation of the new class F-2 liquor license class. Mayor Hagerty asked MB to elaborate on the gourmet food offerings of the store. MB responded that the license mandates food categories. MB said he will try to prioritize local vendors and producers for food. Binny’s is primarily a liquor store and food is an ancillary offering. Stores carrying food items customize the selection to the local community. MB stated that there will be some trial and error as Binny’s tries to pick food products that customers will respond to.

Sandeep Ghaey (SG) offered public comment on the request. SG stated that the issue brought previously to the board was that special considerations should not be made for a large company. He said he thinks it is discriminatory that he was denied a particular liquor license when he opened Vinic Wine while Binny’s gets a license created for it. SG goes on to state that there are provisions in the F-2 license class that smaller companies are not allowed to have such as container sizes. Mayor Hagerty stated that
he appreciated SG’s comments. Mayor Hagerty explained to SG that at the January meeting it was expressed that amendments would be made to other license classes to allow them the same container sizes as Binny’s has been afforded in the F-2 license class. SG also pointed out that the liquor sampling allowances are also different and would want the same treatment for that as well. Marion Macbeth stated the board takes individual cases as they come and that the board has created special amendments for other small companies. Mayor Hagerty directed the law department to work on the appropriate recommendations and amendments. Dick Peach agreed that amendments and allowances should be extended to other license holders.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

**ADJOURNMENT**

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 11:30 a.m. April 4, 2018.

Respectfully Submitted,

Theresa Whittington
Liquor Licensing Manager, Legal Department
Memorandum

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

From: Mario Treto, Jr., Assistant City Attorney
      Theresa Whittington, Liquor Licensing Manager/Legal Analyst

Subject: Ordinance 51-O-18, Increasing the Number of Class F Liquor Licenses for Target Corporation d/b/a Target Store T0927, 2209 Howard St.

Date: April 23, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 51-O-18, amending Evanston City Code Subsection 3-4-6-(F) to increase the number of authorized Class F liquor licenses from ten (10) to eleven (11), and permit issuance of a Class F license to Target Corporation d/b/a Target Store T0927 located at 2209 Howard Street.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses

Summary:
Ordinance 51-O-18 will permit Target Corporation d/b/a Target Store T0927 (“Company”) to retail sale of alcoholic liquor in grocery stores in original packages to persons of at least twenty-one (21) years of age for consumption off the premises. Application materials were submitted by Company representative Carole Helmin.

Legislative History:
At the April 4, 2018 Liquor Control Review Board meeting, Company requested consideration of application for a Class F liquor license.

Alternatives:
n/a

Attachments:
Ordinance 51-O-18
Application
Minutes of the April 4, 2018 Liquor Control Review Board meeting
AN ORDINANCE

Amending City Code Section 3-4-6-(F) to Increase the Number of Class F Liquor Licenses from Ten to Eleven
(Target Corporation Dba Target Store T0927, 2209 Howard St.)

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

SECTION 1: Class F of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th></th>
<th>Grocery</th>
<th>None</th>
<th>Liquor</th>
<th>$35,000</th>
<th>$11,500</th>
<th>10 11</th>
<th>Store over 8 a.m.—12,000 sq. ft. (product display) Midnight ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>F</td>
<td>Grocery</td>
<td>None</td>
<td>Liquor</td>
<td>$35,000</td>
<td>$11,500</td>
<td>10 11</td>
<td>Store over 8 a.m.—12,000 sq. ft. (product display) Midnight ft.</td>
</tr>
</tbody>
</table>

SECTION 2: Subsection 3-4-6-(F) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class F liquor licenses from ten (10) to eleven (11) to read as follows:

(F) CLASS F licenses, which shall authorize the retail sale of alcoholic liquor in grocery stores, combination stores as defined in Section 3-4-1 of this Chapter, and wholesale clubs requiring membership in original packages to persons of at least twenty-one (21) years of age for consumption off the premises. Class F licenses shall also authorize the tasting of alcoholic liquor not exceeding the limits set forth herein.

1. It shall be unlawful for a Class F licensee to sell a single container of beer unless the volume of the container is greater than forty (40) ounces or 1.18 liters. It shall be unlawful for a licensee to bundle, tape, package, or otherwise manipulate single containers of beer for sale as a set. Any such manipulation of packaging shall be a violation of this Subsection. Nothing in this Subsection shall be construed as prohibiting the sale of packages containing six single containers of beer, including such packages consisting of various single containers of beer chosen by the consumer.

2. It shall be unlawful for a Class F licensee to sell a single container of wine unless the container is greater than sixteen (16) fluid ounces or 0.473...
3. It shall be unlawful for a Class F licensee to sell a single container of alcoholic liquor, except beer and wine which are regulated by Subsections (F)1 and (F)2 of this Section, unless the container is greater than sixteen (16) fluid ounces or 0.473 liters.

4. The sale of alcoholic liquor at retail pursuant to the Class F license may begin after 8:00 a.m., Monday through Sunday. Alcoholic liquor shall not be sold after the hour of 12:00 midnight on any day.

5. No such license may be granted to an establishment that is located within five hundred (500) feet of a licensee holding a Class F liquor license.

6. A Class F licensee shall provide a minimum of twelve thousand (12,000) square feet of production, preparation, and display area in which products are prepared and are for sale.

7. Class F licenses shall permit the tasting of samples of the alcoholic liquor permitted to be sold under this classification, on the licensed premises during authorized hours of business. No charge, cost, fee, or other consideration of any kind shall be levied for any such tasting. Licensees shall not provide more than three (3) free tastings, each of which shall not exceed one (1) fluid ounce for wine, two (2) fluid ounces for beer and one-quarter (.25) fluid ounce for distilled alcohol, to any person in a day. Licensees must have at least one (1) BASSET-certified site manager on-premises whenever offering alcoholic liquor for tastings. Licensees must provide food service when offering alcoholic liquor for tastings.

The applicant for a Class F license shall pay a first year license fee of thirty-five thousand dollars ($35,000.00). Thereafter, the annual fee for a Class F license shall be eleven thousand five hundred dollars ($11,500.00).

No more than ten (10) eleven (11) 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

Attest:

Approved as to form:

Stephen H. Hagerty, Mayor

Devon Reid, City Clerk

Michelle L. Masoncup, Interim Corporation Counsel
## City of Evanston
### Application for Liquor License

**Date:** FEB 26 2018  
**Initial license Fee:** $35,000

### 1. APPLICANT

**A. Corporation name:**  
- Target Corporation

**B. Business name:**  
- Target Store T-0927

**C. Previous business name (if dba changed):**  
- N/A

**D. Business address (city, state, zip code):**  
- 2209 Howard St, Evanston, IL 60202

**E. Business telephone:**  
- 847-733-1144

**F. Business website:**  
- www.target.com

**G. Business Email:**  
- Liquor.Licensing@target.com

**H. Illinois business tax number:**  
- REDACTED

### 2. BUSINESS ESTABLISHMENT LOCATION INFORMATION

**A. Address applying for liquor license (exact street address):**  
- 2209 Howard St

**B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):**  
- See attached

**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  [ ] BrewPub

- [ ] Craft Distillery  [ ] Craft Brewery  [ ] Craft Winery  [ ] Other (explain):

Describe the nature of the business / kind of business:

- Retailer of general merchandise w/grocery

**Liquor to be served and/or sold:**  
- [ ] Alcoholic liquor  [ ] Beer & Wine only  [ ] Beer Only  [ ] Wine only

**Days and times liquor is served:**  
- [ ] Sunday 8am - 11pm  [ ] Monday 8am - 11pm  [ ] Tuesday 8am - 11pm  [ ] Wednesday 8am - 11pm
- [ ] Thursday 8am - 11pm  [ ] Friday 8am - 11pm  [ ] Saturday 8am - 11pm

**Liquor will served or sold by:**  
- [ ] Glass  [ ] Bottle  [ ] Can  [ ] Waitstaff and/or  [ ] 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;no&quot;, please create a proposed menu before applying. 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? If your response is &quot;Yes,&quot; what is the expected issue date?</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? If your response is &quot;Yes,&quot; what is the expected issue date?</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? 132,223 sq.ft. (total bldg)</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>
### 8. BUSINESS SPECIFIC INFORMATION (BrewPub)

<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 BrewPub? If your response is “No,” skip this section and proceed to section 9.</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>B. Does the brewpub 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 brewpub 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 brewpub? 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 “no”, please create a proposed menu before applying. If your response is “Yes,” please attach the menu.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Does the brewpub currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? If “no” provide date when you will apply:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 9. BUSINESS SPECIFIC INFORMATION (Craft Distillery)

<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 Craft Distillery? If your response is “No,” skip this section and proceed to section 10.</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>B. Does the craft distiller possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the craft distiller intend to have a tasting room? If “Yes”, What is the seating capacity?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Has the applicant reviewed the Liquor Code definition and class description of a “craft distiller”?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 10. BUSINESS SPECIFIC INFORMATION (Craft Brewery)

<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 Craft Brewery? If your response is “No,” skip this section and proceed to section 11.</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>B. Does the craft brewery possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the craft brewery intend to have a tasting room? If “Yes”, What is the seating capacity?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Does the craft brewery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Does the craft brewery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Has the applicant reviewed the Liquor Code definition and class description of a “craft brewery”?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 11. BUSINESS SPECIFIC INFORMATION (Craft Winery)

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and liquor upon the premises of a Craft Winery? If your response is “No,” skip this section and proceed to section 12.</th>
<th>yes</th>
<th>no</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>☑</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Does the craft winery possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license:</th>
<th>yes</th>
<th>no</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Does the craft winery intend to have a tasting room? If “Yes”, What is the seating capacity?</th>
<th>yes</th>
<th>no</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D. Does the craft winery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.</th>
<th>yes</th>
<th>no</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</th>
<th>yes</th>
<th>no</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F. Does the craft winery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date?</th>
<th>yes</th>
<th>no</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>G. Has the applicant reviewed the Liquor Code definition and class description of a “craft winery”?</th>
<th>yes</th>
<th>no</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
</tbody>
</table>

### 12. PREMISES OWNERSHIP INFORMATION

<table>
<thead>
<tr>
<th>A. Does the corporation own the premises for which this liquor license is being sought? If your response is “Yes,” attach a copy of ownership and proceed to section 13.</th>
<th>yes</th>
<th>no</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td>□</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought?</th>
<th>yes</th>
<th>no</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
</tbody>
</table>

| C. What is the period covered by the lease? to |
|---|---|

<table>
<thead>
<tr>
<th>D. What is the name of the Landlord?</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>E. What is the address of the Landlord? (please include city, state, and zip code.)</th>
</tr>
</thead>
</table>

### 13. ELIGIBILITY QUESTIONS

<table>
<thead>
<tr>
<th>A. Has the owner or any relative had a business or liquor license revoked?</th>
<th>yes</th>
<th>no</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>☑</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston?</th>
<th>yes</th>
<th>no</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>☑</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business?</th>
<th>yes</th>
<th>no</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td>□</td>
<td></td>
</tr>
</tbody>
</table>

| D. Does the owner/officer(s) owe any debt or unpaid tax to the City of Evanston? If yes, explain: |
|---|---|

| E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below. |
|---|---|---|---|
| name | address | telephone | relationship |
I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

Signature of Applicant

Date 2/14/18
City of Evanston Liquor License Application

AFFIDAVIT

State of Minnesota )
County of Hennepin ) SS

The undersigned hereby makes application for a Class _____ liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

________________________
Signature of Applicant

________________________
Signature of Applicant

________________________
Notary Public

Subscribed and sworn to before me this _____ day of __________, 2018.

[Notary Seal]

CAROLE JEAN HELMIN
Notary Public
State of Minnesota
My Commission Expires January 31, 2019
**CORPORATE INFORMATION FORM**
(Supplement A)

**Applicants must file business with Secretary of State:**

<table>
<thead>
<tr>
<th>Name of Corporation/Partnership:</th>
<th>Target Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Address:</td>
<td>1000 Nicollet Mall, Minneapolis, MN 55403</td>
</tr>
<tr>
<td>Corporate Ph #:</td>
<td>612-761-1015</td>
</tr>
<tr>
<td>Corporate Email:</td>
<td><a href="mailto:Liquor.Licensing@target.com">Liquor.Licensing@target.com</a></td>
</tr>
<tr>
<td>FEIN:</td>
<td>REDACTED</td>
</tr>
</tbody>
</table>

**Business Status:**

<table>
<thead>
<tr>
<th>Date Corporation/Partnership was Organized:</th>
<th>4/23/1975</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Articles of Incorporation/Organization filed:</td>
<td>Illinois</td>
</tr>
<tr>
<td>Date Articles of Incorporation/Organization filed with Secretary of State:</td>
<td>N/A</td>
</tr>
<tr>
<td>Date Certification of Incorporation/Organization was issued by Secretary of State:</td>
<td>N/A</td>
</tr>
<tr>
<td>Are there any amendments to Articles of Incorporation? (if yes, provide date filed)</td>
<td>No - Date Amendment Filed</td>
</tr>
</tbody>
</table>

**What are the total shares of stock created by this Corporation?**
See copies of filed Foreign Corporation Annual Report

**H. List stockholders with 5% or more in holdings**
(corporations with a long list, attach copy of list)

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
</table>

See attached - Target Corporation is a publicly traded company on the NYSE

**Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors?**
If no, explain:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**Has the Corporation attached evidence of Good Standing with the State of Illinois?**
If no, explain:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization?**
If no, explain: There are none as Target is a Minnesota Corporation

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date:**

N/A

**What is the objective of Corporation?**
See attached

**Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>
February 9, 2018

To Whom It May Concern;

Please be advised that there are no officers or employees of Target Corporation owning five percent (5%) or more of Target Corporation stock, a publicly traded company.

Sincerely,

Janine L. Brown-Wiese
Vice President
Target Corporation
Beneficial ownership of Target's largest shareholders

The following table includes certain information about each person or entity known to us to be the beneficial owner of more than five percent of our common stock:

<table>
<thead>
<tr>
<th>Name and address of 5% beneficial owner</th>
<th>Number of common shares beneficially owned</th>
<th>Percent of class(1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Street Corporation</td>
<td>51,204,237(2)</td>
<td>93%</td>
</tr>
<tr>
<td>One Lincoln Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boston, Massachusetts 02111</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Vanguard Group</td>
<td>40,599,172(3)</td>
<td>74%</td>
</tr>
<tr>
<td>100 Vanguard Boulevard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Malvern, Pennsylvania 19355</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BlackRock, Inc.</td>
<td>38,296,297(4)</td>
<td>79%</td>
</tr>
<tr>
<td>55 East 52nd Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>New York, New York 10055</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) Based on shares outstanding on March 28, 2017.

(2) State Street Corporation (State Street) reported its direct and indirect beneficial ownership in various fiduciary capacities (including as trustee under Target's 401(k) Plan) on a Schedule 13G filed with the SEC on February 14, 2017. The filing indicates that as of December 31, 2016, State Street had sole voting power for 51,204,237 shares, sole dispositive power for 51,204,237 shares.

(3) The Vanguard Group (Vanguard) reported its direct and indirect beneficial ownership on a Schedule 13G/A filed with the SEC on February 10, 2017. The filing indicates that as of December 31, 2016, Vanguard had sole voting power for 40,599,172 shares, shared voting power for 121,104 shares, sole dispositive power for 39,595,350 shares and shared dispositive power for 1,003,022 shares.

(4) BlackRock, Inc. (BlackRock) reported its direct and indirect beneficial ownership on a Schedule 13G/A filed with the SEC on January 27, 2017. The filing indicates that as of December 31, 2016, BlackRock had sole voting power for 38,296,297 shares, shared voting power for 19,504 shares, sole dispositive power for 38,276,763 shares and shared dispositive power for 19,504 shares.

Section 16(a) beneficial ownership reporting compliance

SEC rules require disclosure of these directors, officers and beneficial owners of more than 10% of our common stock who fail to timely file reports required by Section 16(a) of the Securities Exchange Act of 1934 during the most recent fiscal year. Based solely on review of reports furnished to us and written representations that no other reports were required during the fiscal year ended January 28, 2017, all Section 16(a) filing requirements were met.
Objects of Corporation:

To construct, own, lease, operate and manage retail department stores for sale of dry goods, general merchandise and perishable consumer products; to provide personal and professional services, whether directly or indirectly by the Corporation; to buy and sell real and personal property of every kind and description in connection therewith; and to conduct such other business in which it is authorized to engage under the Minnesota Business Corporation Act.
<table>
<thead>
<tr>
<th>Store #</th>
<th>Address</th>
<th>City</th>
<th>County</th>
<th>State</th>
<th>Zip</th>
<th>License Type</th>
<th>License Date</th>
<th>State License</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-1889</td>
<td>3154 S Clark St</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60605</td>
<td>Beer/Wine/Spirits</td>
<td>10/16/2005</td>
<td>IA-0059535</td>
</tr>
<tr>
<td>T-1437</td>
<td>2939 W Addison St</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60618</td>
<td>Beer/Wine/Spirits</td>
<td>8/9/2005</td>
<td>IA-0727037</td>
</tr>
<tr>
<td>T-0942</td>
<td>2656 N Elston Ave</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60647</td>
<td>Beer/Wine/Spirits</td>
<td>7/21/2005</td>
<td>IA-0072432</td>
</tr>
<tr>
<td>T-2079</td>
<td>2312 W Peterson Ave</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60659</td>
<td>Beer/Wine/Spirits</td>
<td>3/19/2007</td>
<td>IA-0076668</td>
</tr>
<tr>
<td>T-2344</td>
<td>13840 S Marschall Ave</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60643</td>
<td>Beer/Wine/Spirits</td>
<td>11/10/2008</td>
<td>IA-0085638</td>
</tr>
<tr>
<td>T-1924</td>
<td>6525 W Diversey Ave</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60671</td>
<td>Beer/Wine/Spirits</td>
<td>7/5/2009</td>
<td>IA-0080916</td>
</tr>
<tr>
<td>T-2373</td>
<td>4406 N Broadway St</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60640</td>
<td>Beer/Wine/Spirits</td>
<td>12/9/2010</td>
<td>IA-0097183</td>
</tr>
<tr>
<td>T-2299</td>
<td>15 S State St</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>97267</td>
<td>Beer/Wine/Spirits</td>
<td>5/14/2013</td>
<td>IA-0106251</td>
</tr>
<tr>
<td>T-2781</td>
<td>3101 W Jackson Blvd</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60607</td>
<td>Beer/Wine/Spirits</td>
<td>3/11/2014</td>
<td>IA-1122795</td>
</tr>
<tr>
<td>T-2613</td>
<td>1200 N Larrabee Street</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60610</td>
<td>Beer/Wine/Spirits</td>
<td>3/11/2014</td>
<td>IA-1122795</td>
</tr>
<tr>
<td>T-2078</td>
<td>1940 W 33rd St.</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60608</td>
<td>Beer/Wine/Spirits</td>
<td>4/25/2014</td>
<td>IA-1122795</td>
</tr>
<tr>
<td>T-3211</td>
<td>2650 N. Clark St.</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60614</td>
<td>Beer/Wine/Spirits</td>
<td>7/18/2015</td>
<td>IA-1130360</td>
</tr>
<tr>
<td>T-3219</td>
<td>1330 N 33rd St.</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60615</td>
<td>Beer/Wine/Spirits</td>
<td>11/14/2016</td>
<td>IA-1132098</td>
</tr>
<tr>
<td>T-3208</td>
<td>3204 N Clark St.</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60657</td>
<td>Beer/Wine/Spirits</td>
<td>7/13/2017</td>
<td>IA-1134757</td>
</tr>
<tr>
<td>T-3214</td>
<td>3300 N Ashland Ave</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60657</td>
<td>Beer/Wine/Spirits</td>
<td>10/13/2017</td>
<td>IA-1135918</td>
</tr>
</tbody>
</table>
February 9, 2018

To Whom It May Concern;

Please be advised that Corey Haaland, and Janine Brown-Wiese are the principal officers for Target Corporation, qualified to do business in the State of Illinois, as Target Stores, for liquor licensing purposes.

Corey Haaland, Sr Vice President and Treasurer and Janine Brown-Wiese, Vice President and Assistant Treasurer, respectively, oversees the business licensing group that applies for and renews Target’s liquor licenses.

Sincerely,

[Signature]
Carole Helmin
Sr. Business License Specialist
Target Corporation
33 South 6th St, CC-1028
Minneapolis, MN 55402
Ph – (612) 761-1015
<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>ADDRESS</th>
<th>Phone</th>
<th>% OF OWNERSHIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janine L. Brown-Wisse</td>
<td>Vice President</td>
<td>33 S. 6th Street, CC-1028</td>
<td>(612) 761-1853</td>
<td>Negligible</td>
</tr>
<tr>
<td></td>
<td>Tax</td>
<td>Minneapolis, MN 55402</td>
<td></td>
<td>(Less than 1%)</td>
</tr>
<tr>
<td>Curey L. Haaland</td>
<td>Senior Vice President</td>
<td>33 S. 6th Street, CC-1028</td>
<td>(612) 761-1853</td>
<td>Negligible</td>
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<tr>
<td></td>
<td>Treasurer</td>
<td>Minneapolis, MN 55402</td>
<td></td>
<td>(Less than 1%)</td>
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</table>

Target Corporation is a publicly held corporation.
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that TARGET CORPORATION, INCORPORATED IN MINNESOTA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON APRIL 23, 1975, AND MUST CONDUCT ALL BUSINESS IN THIS STATE UNDER THE ASSUMED NAME OF TARGET STORES, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 16TH day of JANUARY A.D. 2018.

Jesse White
SECRETARY OF STATE
Certificate of Merger

I, Mary Kiffmeyer, Secretary of State of Minnesota, certify that the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of any non-surviving entity to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

MN: DAYTON HUDSON CORPORATION

MN: TARGET CORPORATION

State of Formation and Name of Surviving Entity:

MN: DAYTON HUDSON CORPORATION

Effective Date of Merger: 1/30/2000—12:01 A.M.

Name of Surviving Entity After Effective Date of Merger:

TARGET CORPORATION

This certificate has been issued on: 1/13/2000
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Minneapolis MN office
5800 West 83rd Street
B200 Tower, Suite 1100
Minneapolis MN 55437 USA

CONTACT NAME: PHON (866) 283-7122
E-MAIL ADDRESS:

INSURED
Target Corporation
Attention: Risk Management
33 South Sixth Street
CC 3075
Minneapolis MN 55402 USA

INSURER(S) AFFORDING COVERAGE
MAC #
INSURER A: ACE American Insurance Company 22667
INSURER B: Indemnity Insurance Co of North America 43575
INSURER C: National Union Fire Ins Co of Pittsburgh 19445
INSURER D: 
INSURER E: 
INSURER F: 

COVERAGES CERTIFICATE NUMBER: 570070118475 REVISION NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies limits shown may have been reduced by paid claims. Limits shown are as requested.

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<tr>
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<td>IF NOT DESCRIBED UNDER DESCRIPTION OF OPERATIONS BELOW</td>
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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Store # 70927, Location: 2209 Howard Street, Evanston, IL 60201. Certificate holder is included as Additional Insured in accordance with the provisions of the General Liability, Liquor Liability, and Automobile Liability coverage pursuant to the City of Evanston code section 3-4-4. Liquor Liability coverage is continuous until cancelled or on-renewed.

CERTIFICATE HOLDER

City of Evanston
2100 Ridge Avenue, Suite 4400
Evanston IL 60201 USA

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

Am Risk Services Central Inc.

©1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD.
CITY OF EVANSTON
Cook County, Illinois

CORPORATE SURETY BOND
(Supplement B)

Surety Bond #: 10033072

Target Corporation d/b/a Target Stores T-0927

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, of the City of Minneapolis, County of Hennepin and State of Minnesota, a corporation organized and existing under the laws of the State of Minnesota, as Principal and Liberty Mutual Insurance Company, organized and existing under the law of the State of Massachusetts, and licensed to do business in the City of Evanston, Cook County, and State of Illinois, hereinafter called the sureties, are held and firmly bound unto the City of Evanston, a municipal corporation, in the sum of TWENTY-FIVE HUNDRED AND NO/100 DOLLARS ($2,500) for the payment whereof to the City of Evanston, the principal and said sureties bind themselves, their heirs, executors, administrators, and assigns jointly and severally firmly by these presents. Signed, sealed, and dated this 16th DAY OF January, 2018.

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control Commissioner of the City of Evanston under the provision of the Title 3, Chapter 4, relating to the Sale of Alcoholic Liquor, of the Municipal Code of the City of Evanston, recodified January 2014, and amendments thereto, which license will expire on the 1st DAY OF March, 2019.

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall comply with all the provisions of Title 3, Chapter 4, of the Municipal Code of the City of Evanston hereinbefore described, and any and all other ordinances of the City of Evanston relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance; and if said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or which may hereafter be in force in the City of Evanston affecting the operation of said business, then this obligation shall be void; otherwise it shall remain in full force and effect.
City of Evanston annual Liquor License Application

Signs, sealed, and dated this 18th day of January, 2018
By: Corey Haaland - SVP-Treasurer
State of MINNESOTA
County of HENNEPIN

PRINCIPAL

(affix seal)

SURETIES

Signed, sealed, and dated this 18th day of January, 2018
By: Susan R. Van Prooyen - Attorney in Fact
State of MINNESOTA
County of HENNEPIN

(affix seal)

State of MINNESOTA
County of HENNEPIN

ACKNOWLEDGEMENT OF CORPORATE SURETY

The foregoing instrument was acknowledged before me by Susan M. Van Prooyen
this 18th day of January, 2018

Polly A. Carlson
Notary Signature

POLLY A. CARLSON
Notary Public
State of Minnesota
My Commission Expires January 31, 2019
(affix seal)
THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American Fire and Casualty Company  Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company  West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the “Companies”), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Susan M. Van Proyen

all of the city of Minneapolis, state of MN, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of February 2016.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company’s Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of January 2018.

By: Gregory W. Davenport, Assistant Secretary
ACKNOWLEDGMENT BY SURETY

STATE OF MINNESOTA } ss.
County of HENNEPIN } ss.

On this 18th day of January, 2018, before me personally appeared SUSAN M. VAN PROOYEN, known to me to be the Attorney-in-Fact of Liberty Mutual Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

POLLY A. CARLSON
Notary Public
State of Minnesota
My Commission Expires
January 31, 2019

Notary Public in the State of MINNESOTA
County of HENNEPIN
State of Minnesota On this 18th day of January 2018
County of Hennepin before me appeared Corey L Haaland
to me personally known, who, being duly sworn, did say that he is the
SVP Treasurer of Target Corporation, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, Target Corporation
and that said instrument was executed in behalf of said corporation by authority of its Board of Directors and that said Vice President and Treasurer acknowledged said instrument to be the free act and deed

Notary Public Hennepin County, Minnesota
My Commission Expires 1/31/2022
Signed: [Signature]
TAP Series, LLC

Certificate Of Achievement

It is hereby certified that on January 16, 2018

Yovanda Diakoumis

having successfully completed the course of study

BASSET ALCOHOL TRAINING

was awarded this certificate of achievement

This certificate is only valid for the person printed above.
This certificate expires three years from the date above.

George Roughan, President
TAP Series, LLC

info@taps-series.com  To verify this certificate, go to taps-series.com/verify
(888) 826-5222

Rone Obeitz, PhD.
Area that alcohol will be displayed
February 23, 2018

City of Evanston
Theresa Whitting
Liquor Licensing
2100 Ridge Avenue
Evanston, IL 60201

Re: Application for Liquor License; Target Store T0927, 2209 Howard St, Evanston, IL 60202

Dear Theresa,

Enclosed is application and check for initial license fees for consideration of a Liquor License: Class F-Grocery, for our Target Store T0927.

Included in the packet is a listing of our Target Store locations in the City of Chicago that we currently hold liquor licenses in. Chicago refers to their liquor licenses as Packaged Good licenses which allows Target to sell full alcohol (beer, wine & spirits).

We recently opened a new small format store in the city of Skokie and were granted a liquor license. Skokie refers to their liquor licenses as Retail Liquor Dealer and that also allows Target to sell full alcohol (beer, wine & spirits).

With the submission of this application packet, we are anticipating being on the agenda in late March with the Liquor Control Review Board to request the approval and issuance of a liquor license.

I can be contacted directly at (612) 761-1015 if there are any questions or concerns regarding our application.

Thank you,

Carole Helmin
Sr. Business License Specialist
Target Corporation
33 South 6th St, CC-1028
Minneapolis, MN 55402
MEETING MINUTES

Liquor Control Review Board
Wednesday, April 4, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present: Mayor Stephen H. Hagerty (Local Liquor Control Commissioner); Marion Macbeth; Dick Peach

Members Absent: None

Staff Present: Mario Treto, Theresa Whittington

Others Present: James Pomerantz (Falcon Eddy’s); Rob Spengler (Board & Brush); Yovanda Diakoumis (Target); Jessica Watson (Target); Michael Binstein (Binny’s); Julia Burnham (Binny’s); Richard Parenti

Presiding Member: Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:00 a.m.

NEW BUSINESS

Falcon Eddy's, LLC dba Falcon Eddy's Barbeque, 825 church Street
Jim Pomerantz (JP), owner, requested approval for issuance of a class D (restaurant/liquor) liquor license. JP is the current co-owner of Bat 17. Bat 17 has been open for 12 years. The new restaurants cuisine is described as Texas barbeque. He would like to serve beer and wine to his customers. Mayor Hagerty stressed his zero tolerance for underage drinking. Mayor Hagerty reminded JP that a type 2 restaurant will not allow a restaurant to serve alcohol on a sidewalk café.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

Target Corporation, dba Target Store T0927, 2209 Howard Street
Yovanda Diakoumis (YD), store director, requested approval for issuance of a class F (Grocery Store/Liquor) liquor license. YD explained that Target on Howard has been in the community for quite some time. The lack of alcohol sales is the one thing that keeps Target from being a “one stop all inclusive” shop for its customers. She said that Target has lots of training programs in place regarding alcohol sales. Cashiers must be 21 years old to ring up sales and POS ID systems cannot be bypassed. She hopes that next year the store will get remodeled as a “next generation store” and that alcohol offerings will add to the reinvention. Mario Treto suggested the removal of the 500 foot rule from Class F be bifurcated and introduced as a separate ordinance. The 500 foot
The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

SV Family Evanston, LLC dba Board & Brush Evanston, 802 Dempster
Rob Spengler (RS), co-owner, requested consideration for issuance of a class X (Arts and Craft studio/beer & wine) liquor license. RS is also co-owner of Little Beans Café. RS explained that he is a new franchisee in Board & Brush. There are currently 147 franchise locations and offers arts & craft classes that focus on making wooden boards and signs. He has a target opening date of April 20th. The franchise requires owners to offer beer and wine either as BYOB or as retail sale offering, with a preference for franchisees to be licensed. RS expressed appreciation to the City for working with them on the creation of a new liquor license class. Mayor Hagerty asked if there would be any power tools in use while patrons are drinking. RS stated customers will not be using power tools. There are hand held tools used at the beginning of class to distress the wood. Alcohol will not be served until after this initial step is complete. Customers are so busy with their hands that he does not anticipate people having more than 1-2 drinks a session. Mayor Hagerty expressed his zero tolerance for underage drinking and his expectation that alcohol will be served in accordance to the rules and laws in place.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

Binny's Beverage Depot, 1111 Chicago Ave.
Michael Binstein (MB), owner, requested consideration for issuance of a class F-2 (Retail Liquor Dealer Gourmet Food Store) liquor license. Mayor Hagerty provided an overview of the administrative and legislative history that led up to the creation of the new class F-2 liquor license class. Mayor Hagerty asked MB to elaborate on the gourmet food offerings of the store. MB responded that the license mandates food categories. MB said he will try to prioritize local vendors and producers for food. Binny’s is primarily a liquor store and food is an ancillary offering. Stores carrying food items customize the selection to the local community. MB stated that there will be some trial and error as Binny’s tries to pick food products that customers will respond to.

Sandeep Ghaey (SG) offered public comment on the request. SG stated that the issue brought previously to the board was that special considerations should not be made for a large company. He said he thinks it is discriminatory that he was denied a particular liquor license when he opened Vinic Wine while Binny’s gets a license created for it. SG goes on to state that there are provisions in the F-2 license class that smaller companies are not allowed to have such as container sizes. Mayor Hagerty stated that
he appreciated SG’s comments. Mayor Hagerty explained to SG that at the January meeting it was expressed that amendments would be made to other license classes to allow them the same container sizes as Binny’s has been afforded in the F-2 license class. SG also pointed out that the liquor sampling allowances are also different and would want the same treatment for that as well. Marion Macbeth stated the board takes individual cases as they come and that the board has created special amendments for other small companies. Mayor Hagerty directed the law department to work on the appropriate recommendations and amendments. Dick Peach agreed that amendments and allowances should be extended to other license holders.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

**ADJOURNMENT**

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 11:30 a.m. April 4, 2018.

Respectfully Submitted,

Theresa Whittington
Liquor Licensing Manager, Legal Department
Memorandum

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

From: Mario Treto, Jr., Assistant City Attorney
       Theresa Whittington, Liquor Licensing Manager/Legal Analyst

Subject: Ordinance 52-O-18, Increasing the Number of Class X Liquor Licenses for
         SV Evanston Family, LLC d/b/a Board & Brush Evanston, 802 Dempster
         Street

Date: April 23, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 52-O-18,
amending Evanston City Code Subsection 3-4-6-(X) to increase the number of Class X
Liquor Licenses from zero (0) to one (1) and permit issuance of a Class X license to SV
Evanston Family, LLC d/b/a Board & Brush Evanston, 802 Dempster Street. Alderman
Wilson recommends suspension of the rules for Introduction and Action at the April 23,
2018 City Council meeting.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 52-O-18 will permit SV Evanston Family, LLC dba Board & Brush Evanston
(“Company”) to retail sale of beer and wine in arts and crafts studios only to persons of
at least twenty-one (21) years of age for consumption on the premises. Company
representative Rob Spengler submitted application materials.

Legislative History:
At the April 4, 2018 Liquor Control Review Board meeting, Company requested
consideration of application for a Class X liquor license.

Attachments:
Ordinance 52-O-18
Application
Minutes of the April 4, 2018 Liquor Control Review Board meeting

474 of 684
AN ORDINANCE

Amending City Code Section 3-4-6 (X) to Increase the Number of Class X Liquor Licenses from Zero to One
(SV Evanston Family, LLC dba Board & Brush Evanston, 802 Dempster Street)

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Class X of Table 1 of Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised to add the following:

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<th>Arts and Crafts Studio</th>
<th>Beer/Wine</th>
<th>Minimum Fee</th>
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<td>X</td>
<td>Arts and Crafts Studio</td>
<td>Beer/Wine</td>
<td>None</td>
<td>$1,500</td>
<td>12 p.m. — 9 p.m. (Mon-Fri); 11:30 a.m. — 10 p.m. (Sat-Sun)</td>
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SECTION 2: Subsection 3-4-6 (X) of the Evanston City Code of 2012, as amended, is hereby further amended by amended by increasing the number of Class X liquor licenses from zero (0) to one (1) to read as follows:

(X) CLASS X licenses, which authorizes the sale of beer and wine for consumption at an arts and crafts studio, is limited to patrons of at least twenty-one (21) years of age. Such arts and crafts studio liquor licenses are issued subject to the following conditions:

1. An arts and crafts studio is defined as a place kept, used, maintained, advertised, or held out to the public as a place in which the public may participate in activities that include painting, ceramics, woodworking, and craft design and construction projects utilizing fibers, metals, wood, or glass. Power cutting tools or hazardous equipment cannot be used by patrons or staff while consuming alcohol.

2. The sale and service of alcoholic beverages to a patron can only be a complement and be accessory to the patron’s participation in craft-making
activities. Alcoholic beverages cannot be sold or served at any time when
a craft-making session is not in actual operation.

3. Licensees who offer servings of beer or wine for on-site consumption must
provide limited food service such as cheese, crackers, snack food or other
similar deli-style items to customers who are purchasing beer or wine.

4. Licensees must not provide more than three (3) servings of beer or wine
to any person in a day. Each serving must not exceed five (5) fluid
ounces for wine and twelve (12) fluid ounces for beer.

5. Class X licensees must have at least one (1) BASSET-certified site
manager on-premises whenever beer or wine is available for on-site
consumption. All persons who sell, open, pour, dispense or serve beer or
wine must be BASSET certified. Class X licensees must provide food
service whenever beer or wine is available for on-site consumption, in
accordance with the specifications applicable to retail sale for on-site
consumption. The licensee is strictly liable for complying with all provisions
regarding food service. Beer or wine for retail sale for on-site consumption
must be sold and dispensed only in plastic containers provided by the
licensee. Beer or wine sold within the licensed premises for consumption
on the premises must not be removed from the licensed premises. No
alcoholic liquor will be brought onto the licensed premises or consumed on
the licensed premises other than the beer or wine sold at retail.

6. The sale of beer or wine must only take place from 12:00 p.m. to 9:00
p.m., Monday through Friday and from 11:30 a.m. to 10:00 p.m., Saturday
through Sunday. No beer or wine may be consumed on the premises after
10:30 p.m. on any given day.

7. Every employee of a Class X licensee who participates in the sale of beer
or wine, pursuant to this license class, must be BASSET-certified.

The applicant for the renewal only of such licenses may elect to pay the amount
herein required semiannually or annually. Such election must be made at the
time of application.

The annual single payment fee for initial issuance or renewal of such license is
one thousand five hundred dollars ($1,500.00).

The total fee required hereunder for renewal applicants electing to make
semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this
Chapter, is one thousand five hundred seventy five dollars ($1,575.00).
No more than zero (0) one (1) such license(s) will be in force at any one (1) time.

**SECTION 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 5:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018
Adopted: _________________, 2018

Approved as to form:

_______________________________
Michelle L. Masoncup, Interim Corporation Counsel

Attest:

_______________________________
Devon Reid, City Clerk
# City of Evanston Annual Liquor License Application

## City of Evanston

### Application for Liquor License

| Date: | 3/20/2018 | New business | Change of Ownership/Corporation | Change of License Class | Liquor Class: | X | Initial license Fee: | 1500.00 |

### 1. Applicant

- **Corporation name:**
  
  **SV Family Evanston LLC**

- **Business name:**
  
  **Board & Brush Evanston**

- **Previous business name (if dba changed):**

### D. Business address (city, state, zip code):

802 Dempster St

### E. Business telephone:

(847) 756-7219

### F. Business website:

www.boardandbrush.com/evanston

### G. Business Email:

bbevanstonil@gmail.com

### H. Illinois business tax number:

REDACTED

### 2. Business Establishment Location Information

- **Address applying for liquor license (exact street address):**

  802 Dempster St.

- **Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):**

  See site plan attached

### 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

- **Business type:**
  
  □ Restaurant
  
  □ Hotel
  
  □ Package Store
  
  □ Grocery Store
  
  □ BrewPub
  
  □ Craft Distillery
  
  □ Craft Brewery
  
  □ Craft Winery
  
  □ Other (explain):

  Describe the nature of the business / kind of business:

  Arts and craft business holding craft workshops

- **Liquor to be served and/or sold:**

  □ Alcoholic liquor
  
  □ Beer & Wine only
  
  □ Beer Only
  
  □ Wine only

- **Days and times liquor is served:**

<table>
<thead>
<tr>
<th>Day</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
<td>11:30</td>
</tr>
<tr>
<td>Monday</td>
<td>12:00</td>
</tr>
<tr>
<td>Tuesday</td>
<td>12:00</td>
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<tr>
<td>Wednesday</td>
<td>12:00</td>
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<tr>
<td>Thursday</td>
<td>12:00</td>
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<tr>
<td>Friday</td>
<td>12:00</td>
</tr>
<tr>
<td>Saturday</td>
<td>12:00</td>
</tr>
</tbody>
</table>

- **Liquor served or sold by:**

  □ Glass
  
  □ Bottle
  
  □ Can
  
  □ Waitstaff
  
  □ Over the counter

---

City of Evanston Liquor License Application (Rev. 12/21/17)

Application: Page 1 of 15

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### 4. BUSINESS SPECIFIC INFORMATION (for restaurants)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant? If your response is “No,” skip this section and proceed to section 5.</td>
<td></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 “no”, please create a proposed menu before applying. If your response is “Yes”, 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? If your response is “Yes,” what is the expected issue date?</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? If your response is “No,” 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? If your response is “Yes,” what is the expected issue date?</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? If your response is “No,” 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 “retail package store area” 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 “package store”?</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 “No,” 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>
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</tr>
<tr>
<td>D. Does the grocery store currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date?</td>
<td></td>
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</tr>
</tbody>
</table>
City of Evanston annual Liquor License Application

### 8. BUSINESS SPECIFIC INFORMATION (BrewPub)

<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 BrewPub? If your response is “No,” skip this section and proceed to section 9.</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>B. Does the brewpub 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 brewpub 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 brewpub? ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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 “no”, please create a proposed menu before applying. If your response is “Yes,” please attach the menu.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Does the brewpub currently hold or has applied for a City of Evanston food license?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is “Yes,” what is the expected issue date? ______</td>
<td></td>
<td></td>
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<tr>
<td>If “no” provide date when you will apply: ______</td>
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<td></td>
</tr>
</tbody>
</table>

### 9. BUSINESS SPECIFIC INFORMATION (Craft Distillery)

<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 Craft Distillery? If your response is “No,” skip this section and proceed to section 10.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the craft distiller possess a valid craft distiller license from the State of Illinois? If “No”, Please provide date you intend to obtain you license: ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the craft distiller intend to have a tasting room?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If “Yes”, What is the seating capacity? ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Has the applicant reviewed the Liquor Code definition and class description of a “craft distiller”?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 10. BUSINESS SPECIFIC INFORMATION (Craft Brewery)

<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 Craft Brewery? If your response is “No,” skip this section and proceed to section 11.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the craft brewery possess a valid craft distiller license from the State of Illinois? If “No”, Please provide date you intend to obtain you license: ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the craft brewery intend to have a tasting room?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If “Yes”, What is the seating capacity? ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Does the craft brewery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Does the craft brewery currently hold or has applied for a City of Evanston food license?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is “Yes,” what is the expected issue date? ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Has the applicant reviewed the Liquor Code definition and class description of a “craft brewery”?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
11. BUSINESS SPECIFIC INFORMATION (Craft Winery)
A. Does the applicant seek to sell and liquor upon the premises of a Craft Winery? If your response is “No,” skip this section and proceed to section 12. ☐ yes ☐ no
B. Does the craft winery possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain your license: ☐ yes ☐ no
C. Does the craft winery intend to have a tasting room? If “Yes”, What is the seating capacity? ☐ yes ☐ no
D. Does the craft winery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu. ☐ yes ☐ no
E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu. ☐ yes ☐ no
F. Does the craft winery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? ☐ yes ☐ no
G. Has the applicant reviewed the Liquor Code definition and class description of a “craft winery”? ☐ yes ☐ no

12. PREMISES OWNERSHIP INFORMATION
A. Does the corporation own the premises for which this liquor license is being sought? If your response is “Yes,” attach a copy of ownership and proceed to section 13. ☐ yes ☐ no
B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought? ☐ yes ☐ no
C. What is the period covered by the lease? 03/2018 to 03/2023
D. What is the name of the Landlord? Jeffrey Scales
E. What is the address of the Landlord? (Please include city, state, and zip code.) 900 Chicago Ave., Suite 105 Evanston, IL 60202

13. ELIGIBILITY QUESTIONS
A. Has the owner or any relative had a business or liquor license revoked? ☐ yes ☐ no
B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston? ☐ yes ☐ no
C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business? ☐ yes ☐ no
D. Does the owner/officer(s) owe any debt or unpaid tax to the City of Evanston? If yes, explain: ☐ yes ☐ no
E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below.

<table>
<thead>
<tr>
<th>name</th>
<th>address</th>
<th>telephone</th>
<th>relationship</th>
</tr>
</thead>
</table>

City of Evanston Liquor License Application (Rev. 12/21/17)
I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

Signature of Applicant

Date
City of Evanston
Liquor License Application

AFFIDAVIT

State of Illinois )
County of Cook ) SS

The undersigned hereby makes application for a Class X liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

[Signature]
Signature of Applicant

Subscribed and sworn to before me this 24th day of March, 2019

Notary Public

[Seal]
"OFFICIAL SEAL"
ALEAH R WREN
Notary Public - State of Illinois
My Commission Expires January 20, 2020
CORPORATE INFORMATION FORM
(Supplement A)

Applicants must file business with Secretary of State:

Name of Corporation/Partnership: SV Family Evanston LLC

Corporate Address: 802 Dempster St. Evanston, IL 60202

Corporate Ph #: (847) 756-7219 Corporate Email: bbevanstonil@gmail.com FEIN: REDACTED

**Business Status:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Corporation/Partnership was Organized:</td>
<td>12/14/2017</td>
</tr>
<tr>
<td>State Articles of Incorporation/Organization filed:</td>
<td>12/14/2017</td>
</tr>
<tr>
<td>Date Articles of Incorporation/Organization filed with Secretary of State:</td>
<td>12/14/2017</td>
</tr>
<tr>
<td>Date Certification of Incorporation/Organization was issued by Secretary of State:</td>
<td>12/14/2017</td>
</tr>
</tbody>
</table>

Are there any amendments to Articles of Incorporation? (If yes, provide date filed)

- [ ] Yes
- [ ] No

What are the total shares of stock created by this Corporation? **100**

**H. List stockholders with 5% or more in holdings** (corporations with a long list, attach copy of list):

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert H Spengler IV</td>
<td>33.3</td>
</tr>
<tr>
<td>Andrew J Valko</td>
<td>33.3</td>
</tr>
<tr>
<td>Shannon S Valko</td>
<td>33.3</td>
</tr>
</tbody>
</table>

Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors?

- [ ] Yes
- [ ] No

Has the Corporation attached evidence of Good Standing with the State of Illinois?

- [ ] Yes
- [ ] No

Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization?

- [ ] Yes
- [ ] No

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date:

What is the objective of Corporation?

**Sales of wood working DIY classes**

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation?

- [ ] Yes
- [ ] No
<table>
<thead>
<tr>
<th>LLC FILE DETAIL REPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>File Number</strong></td>
</tr>
<tr>
<td><strong>Entity Name</strong></td>
</tr>
<tr>
<td><strong>Status</strong></td>
</tr>
<tr>
<td><strong>On</strong></td>
</tr>
<tr>
<td><strong>Entity Type</strong></td>
</tr>
<tr>
<td><strong>Type of LLC</strong></td>
</tr>
<tr>
<td><strong>File Date</strong></td>
</tr>
<tr>
<td><strong>Jurisdiction</strong></td>
</tr>
<tr>
<td><strong>Agent Name</strong></td>
</tr>
<tr>
<td><strong>Agent Change Date</strong></td>
</tr>
<tr>
<td><strong>Agent Street Address</strong></td>
</tr>
<tr>
<td><strong>Principal Office</strong></td>
</tr>
<tr>
<td><strong>Agent City</strong></td>
</tr>
<tr>
<td><strong>Agent Zip</strong></td>
</tr>
<tr>
<td><strong>Managers</strong></td>
</tr>
<tr>
<td><strong>Duration</strong></td>
</tr>
<tr>
<td><strong>Annual Report Filing Date</strong></td>
</tr>
<tr>
<td><strong>For Year</strong></td>
</tr>
<tr>
<td><strong>Series Name</strong></td>
</tr>
</tbody>
</table>
1. Limited Liability Company Name: SV FAMILY EVANSTON LLC

2. Address of Principal Place of Business where records of the company will be kept:
   6 MARTHA LANE
   EVANSTON, IL 60201

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent’s Name and Registered Office Address:
   TROY SPHAR
   330 N WABASH AVE STE 3300
   CHICAGO, IL 60611-3604

5. Purpose for which the Limited Liability Company is organized:
   “The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act.”

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:
   VALKO, SHANNON
   6 MARTHA LANE
   EVANSTON, IL 60201

   VALKO, ANDREW
   6 MARTHA LANE
   EVANSTON, IL 60201

   SPENGLER IV, ROBERT
   2307 NORTH ALBANY
   CHICAGO, IL 60647

8. **Name and Address of Organizer**
   I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

   Dated: DECEMBER 14, 2017
   TROY SPHAR
   330 N. WABASH SUITE 3300
   CHICAGO, IL 60611
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
The DeHayes Group
11118 Coldwater Rd.
Fort Wayne IN 46845

CONTACT
NAME: Dave Relue
PHONE: IAC No. Ext: 260-424-5600
FAX: IAC No: 260-424-5601
E-MAIL: dave@dehayes.com

INSURED
SV Family Evanston, LLC
6 Martha Ln
Evanston IL 60201

INSURER(S) AFFORDING COVERAGE
INSURER A: Liberty Mutual Ins. Group
INSURER B: 
INSURER C: 
INSURER D: 
INSURER E: 
INSURER F: 

COVERAGE NUMBER: 1382466214
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>DLTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED SUBRISK</th>
<th>100% W/V</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXPIRY (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
<td>BZS (19) 59699728</td>
<td>3/22/2018</td>
<td>3/22/2019</td>
<td>EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Exclusions)</td>
</tr>
<tr>
<td></td>
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<td></td>
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<td></td>
<td>MED EXP (Any one person)</td>
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<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
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<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
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<td>PRODUCTS - COMPO/AGG</td>
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<td>BZS (19) 59699728</td>
<td>3/22/2018</td>
<td>3/22/2019</td>
<td>COMBINED SINGLE LIMIT (Exclusions)</td>
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<td>BODILY INJURY (Per accident)</td>
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<td>PROPERTY DAMAGE (Per accident)</td>
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<td>EACH OCCURRENCE</td>
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<td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>ANY PROFESSIONAL PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)</td>
<td>Y</td>
<td>X</td>
<td>N/A</td>
<td>WGS STATUTORY LIMITS</td>
<td>OTHER</td>
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<td>E.L. EACH ACCIDENT</td>
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<td>E.L. DISEASE - EA EMPLOYEE</td>
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<td>E.L. DISEASE - POLICY LIMIT</td>
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<td>A</td>
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<td>3/22/2018</td>
<td>3/22/2019</td>
<td>Liquor Liability</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
RE: 802 Dempster St, Evanston, IL 60202
Per written contract: City of Evanston is an Additional Insured with respect to the General Liability and Liquor Liability pursuant to City of Evanston code section 3-4-4.

CERTIFICATE HOLDER
City of Evanston
2100 Ridge Ave
Evanston IL 60201

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.
Liberty Mutual
SURETY

The Ohio Casualty Insurance Company
62 Maple Avenue, Keene, New Hampshire 03431

BOND

Bond #601132497

KNOW ALL MEN BY THESE PRESENTS: That we

SV Family Evanston, LLC

6 Martha Lane
Evanston IL 60201
Street Address City State ZIP Code

(Full Name [top line] and Address [bottom line] of Principal)

(hereinafter called the Principal) as Principal, and, The Ohio Casualty Insurance Company with principal offices at Keene, New Hampshire (hereinafter called the Surety) as Surety, are held and firmly bound unto

City of Evanston

2100 Ridge Ave
Evanston IL 60201
Street Address City State ZIP Code

(Full Name [top line] and Address [bottom line] of Obligee)

(hereinafter called the Obligee), in the penal sum of

Two Thousand five hundred dollars 00/100 (Dollars) $ 2,500.00

for the payment of which well and truly to make, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has made or is about to make application to the Obligee for a Permit for

Liquor Sales

for a term beginning on 3/23/18 and ending on* 3/23/19

(*strike out if license or permit is for an indefinite term)

NOW, THEREFORE, if the Principal shall indemnify the Obligee against any loss directly arising by reason of failure of said Principal to comply with the laws or ordinances under which said license or permit is granted, or any lawful rules or regulations pertaining thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, AND UPON THE FOLLOWING EXPRESS CONDITIONS:

1. This bond shall be and remain in full force during the term of said license or permit unless canceled in accordance with paragraph 2 below; but if said license or permit was issued for a specific term, and is renewed for one or more specific terms, this bond will be extended to cover such additional term(s) upon the execution by the Surety of a Continuation Certificate, provided such certificate is acceptable to the Obligee. In no event, however, shall the liability of the Surety be cumulative from year to year or from period to period, nor exceed the penal sum written in this first paragraph of this bond.

2. The Surety shall have the right to terminate its liability by notifying the Obligee in writing ten (10) days in advance of its intention to do so.

SIGNED, SEALED AND DATED 3/23/18

SV Family Evanston, LLC

By: [Signature]

The Ohio Casualty Insurance Company

By: [Signature]

S-3853 License or Permit Bond (Unnumbered)
POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Principals: SV Family, Evanston, LLC
Agency Name: NotGen, LLC
Obligee: City of Evanston

Bond Number: 601132497
Agent Code: 130178

Knew All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: David Relue; Donald H. Stoneburner; Emily Kitchens; Heather R. Pieper; Jeff Pike; Karen S. Wallace; Martha Knaust; Mindy Zielke; Renada Kelley; Sandy Roth of Fort Wayne, Indiana its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGs, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority herefore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above written.

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2021

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE
I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 23rd day of March, 2018.

Renee C. Llewellyn, Assistant Secretary

1919
Sample Menu for Board and Brush Evanston

802 Dempster ST.

**Beverage-**
- Craft Beer- $7
- Light Beer- $4
- Single glass of wine (Red and White)- $8.50
- Soda can- $2
- Bottled Water- $2

**Food-**
- Pre packaged cracker assortment- Complementary
- Bag of Chips- Complementary
- Bag of Pretzel’s- Complementary
- Snack box- 4 (contains cubed cheese and hard pretzel chips)
Certificate of Completion

American Safety Council

ROBERT SPENGLER

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 1/30/2017

from the American Safety Council.

Jeff Pairan

491 of 684
Certificate of Completion

American Safety Council

ANDREW VALKO

Has diligently and with merit completed the On-Premise BASSET Alcohol Certification on 3/22/2018 from the American Safety Council.

Jeff Pairan

492 of 684
Certificate of Completion

American Safety Council

SHANNON VALKO

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 1/31/2017
from the American Safety Council.

Jeff Pairan

493 of 684
MEETING MINUTES

Liquor Control Review Board
Wednesday, April 4, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present:  Mayor Stephen H. Hagerty (Local Liquor Control Commissioner); Marion Macbeth; Dick Peach

Members Absent:  None

Staff Present:  Mario Treto, Theresa Whittington

Others Present:  James Pomerantz (Falcon Eddy's); Rob Spengler (Board & Brush); Yovanda Diakoumis (Target); Jessica Watson (Target); Michael Binstein (Binny's); Julia Burnham (Binny's); Richard Parenti

Presiding Member:  Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER

The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:00 a.m.

NEW BUSINESS

Falcon Eddy's, LLC dba Falcon Eddy's Barbeque, 825 church Street

Jim Pomerantz (JP), owner, requested approval for issuance of a class D (restaurant/liquor) liquor license. JP is the current co-owner of Bat 17. Bat 17 has been open for 12 years. The new restaurants cuisine is described as Texas barbeque. He would like to serve beer and wine to his customers. Mayor Hagerty stressed his zero tolerance for underage drinking. Mayor Hagerty reminded JP that a type 2 restaurant will not allow a restaurant to serve alcohol on a sidewalk café.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

Target Corporation, dba Target Store T0927, 2209 Howard Street

Yovanda Diakoumis (YD), store director, requested approval for issuance of a class F (Grocery Store/Liquor) liquor license. YD explained that Target on Howard has been in the community for quite some time. The lack of alcohol sales is the one thing that keeps Target from being a “one stop all inclusive” shop for its customers. She said that Target has lots of training programs in place regarding alcohol sales. Cashiers must be 21 years old to ring up sales and POS ID systems cannot be bypassed. She hopes that next year the store will get remodeled as a “next generation store” and that alcohol offerings will add to the reinvention. Mario Treto suggested the removal of the 500 foot rule from Class F be bifurcated and introduced as a separate ordinance. The 500 foot
rule in Class F prohibits issuing a Class F liquor license to an establishment within 500 feet of another class F business. Mayor Hagerty explained that our grocery stores are already out of compliance with the rule and that it makes sense to remove the rule from the city code. The liquor board had discussed the issue at the January meeting and agreed at that time that the 500 foot rule should be eliminated. Mayor Hagerty told YD that he takes underage drinking very seriously and stated further that he has been very pleased, that since his time as Mayor, no issues have come to his attention.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

**SV Family Evanston, LLC dba Board & Brush Evanston, 802 Dempster**

Rob Spengler (RS), co-owner, requested consideration for issuance of a class X (Arts and Craft studio/beer & wine) liquor license. RS is also co-owner of Little Beans Café. RS explained that he is a new franchisee in Board & Brush. There are currently 147 franchise locations and offers arts & craft classes that focus on making wooden boards and signs. He has a target opening date of April 20th. The franchise requires owners to offer beer and wine either as BYOB or as retail sale offering, with a preference for franchisees to be licensed. RS expressed appreciation to the City for working with them on the creation of a new liquor license class. Mayor Hagerty asked if there would be any power tools in use while patrons are drinking. RS stated customers will not be using power tools. There are hand held tools used at the beginning of class to distress the wood. Alcohol will not be served until after this initial step is complete. Customers are so busy with their hands that he does not anticipate people having more than 1-2 drinks a session. Mayor Hagerty expressed his zero tolerance for underage drinking and his expectation that alcohol will be served in accordance to the rules and laws in place.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

**Binny’s Beverage Depot, 1111 Chicago Ave.**

Michael Binstein (MB), owner, requested consideration for issuance of a class F-2 (Retail Liquor Dealer Gourmet Food Store) liquor license. Mayor Hagerty provided an overview of the administrative and legislative history that led up to the creation of the new class F-2 liquor license class. Mayor Hagerty asked MB to elaborate on the gourmet food offerings of the store. MB responded that the license mandates food categories. MB said he will try to prioritize local vendors and producers for food. Binny’s is primarily a liquor store and food is an ancillary offering. Stores carrying food items customize the selection to the local community. MB stated that there will be some trial and error as Binny’s tries to pick food products that customers will respond to.

Sandeep Ghaey (SG) offered public comment on the request. SG stated that the issue brought previously to the board was that special considerations should not be made for a large company. He said he thinks it is discriminatory that he was denied a particular liquor license when he opened Vinic Wine while Binny’s gets a license created for it. SG goes on to state that there are provisions in the F-2 license class that smaller companies are not allowed to have such as container sizes. Mayor Hagerty stated that
he appreciated SG’s comments. Mayor Hagerty explained to SG that at the January meeting it was expressed that amendments would be made to other license classes to allow them the same container sizes as Binny’s has been afforded in the F-2 license class. SG also pointed out that the liquor sampling allowances are also different and would want the same treatment for that as well. Marion Macbeth stated the board takes individual cases as they come and that the board has created special amendments for other small companies. Mayor Hagerty directed the law department to work on the appropriate recommendations and amendments. Dick Peach agreed that amendments and allowances should be extended to other license holders.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

ADJOURNMENT
The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 11:30 a.m. April 4, 2018.

Respectfully Submitted,

Theresa Whittington
Liquor Licensing Manager, Legal Department
For City Council meeting of April 23, 2018

Item A13

Ordinance 53-O-18 – Increase Class F-2 Liquor License – Binny’s

For Introduction

Memorandum

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

From: Mario Treto, Jr., Assistant City Attorney
       Theresa Whittington, Liquor Licensing Manager/Legal Analyst

Subject: Ordinance 53-O-18, Increasing the Number of Class F-2 Liquor Licenses
         for Gold Standard Enterprises, Inc., d/b/a Binny’s Beverage Depot, 1111
         Chicago Ave.

Date: April 23, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 53-O-18,
amending Evanston City Code Subsection 3-4-6-(F-2) to increase the number of Class
F-2 Liquor Licenses from zero (0) to one (1) and permit issuance of a Class F-2 license
to Gold Standard Enterprises, Inc., d/b/a Binny’s Beverage Depot located at 1111
Chicago Avenue.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 53-0-18 will permit Gold Standard Enterprises, Inc., d/b/a Binny’s Beverage
Depot (“Company”) to retail sale of alcoholic liquor in Retail Liquor Dealer/Gourmet
Food and Amenity Store only to persons of at least twenty-one (21) years of age for
consumption off the premises and for tasting/sampling on the premises. Company
representative Walter Fornek submitted application materials.

Legislative History:
At the April 4, 2018 Liquor Control Review Board meeting, Company requested
consideration of application for a Class F-2 liquor license.

Attachments:
Ordinance 53-O-18
Application
Minutes of the April 4, 2018 Liquor Control Review Board meeting
53-O-18

AN ORDINANCE

Amending City Code Section 3-4-6 (F-2) to Increase the Number of Class F-2 Liquor Licenses from Zero to One
(Gold Standard Enterprises, Inc., dba Binny's Beverage Depot, 1111 Chicago Ave.)

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

SECTION 1: Class F-2 Table 1 of Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised to add the following:

<table>
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<tr>
<th>F-2</th>
<th>Retail Liquor Dealer/Gourmet Food and Amenity Store</th>
<th>Liquor</th>
<th>$45,000</th>
<th>$15,000</th>
<th>0</th>
<th>1</th>
<th>None</th>
<th>8 a.m. — 12 a.m. (Mon-Sun)</th>
</tr>
</thead>
</table>

SECTION 2: Subsection 3-4-6 (F-2) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class F-2 liquor licenses from zero (0) to one (1) to read as follows:

(F-2) CLASS F-2 licenses, which authorizes the retail sale of packaged alcoholic liquor for consumption off premises and on the premises to persons of at least twenty-one (21) years of age. Class F-2 licenses are subject to the following conditions and limitations for the sale of alcohol, in original packages, unopened only:

1. It is unlawful for a Class F-2 licensee to sell a single container of beer for consumption off premises unless the volume of the container is greater than forty (40) fluid ounces or 1.18 liters, or, a single container of craft beer for consumption off premises unless the volume of the container is greater than ten (10) ounces or 0.296 liters. It is unlawful for a licensee to bundle, tape, package, or otherwise manipulate single containers of beer for sale as a set. Any such manipulation of packaging is a violation of this Subsection. Nothing in this Subsection is construed as prohibiting the sale of packages containing six (6) single containers of beer, including such packages consisting of various single containers of beer chosen by the consumer.
2. It is unlawful for a Class F-2 licensee to sell a single container of wine for consumption off premises unless the container is greater than 6.32 fluid ounces or 0.187 liters.

3. It is unlawful for a Class F-2 licensee to sell a single container of alcoholic liquor for consumption off premises, except beer and wine which are regulated by Subsections (F-2)(1) and (F-2)(2) of this Section, unless the container is greater than 1.69 fluid ounces or 0.050 liters.

4. The sale of alcoholic liquor at retail for off-site consumption pursuant to the Class F-2 license may begin after 8:00 a.m., Monday through Sunday. Alcoholic liquor for off-site consumption cannot be sold after the hour of 12:00 midnight on any day.

5. A Class F-2 licensee must provide a minimum of twenty thousand (20,000) square feet for the retail sale of wine, spirits, and beer. The gross floor area must include premises within the exterior walls, but does not include any outdoor patio, parking, storage or display areas. The gross floor area includes space for retail sale of gourmet food and amenities.

6. A Class F-2 licensee must offer for sale some or all of the following: fine cheeses, deli and gourmet food products, related accessories, baked goods or cereal grains, charcuterie, canned, refrigerated or frozen prepared food products, books and magazines, or dry goods such as stemware or glasses.

7. Alcoholic liquor sold in original packages and intended for consumption off the premises cannot be opened or consumed on the premises.

The sale of alcoholic liquor is permitted for tasting/sampling on the premises subject to the following conditions:

8. Licensees who offer servings of alcoholic liquor for on-site tasting/sampling must provide food service such as cheese, crackers, snack food, or other similar deli-style items to customers who are tasting/sampling alcoholic liquor.

9. Wine tasting is permitted only during authorized hours of business. Licensees must not provide more than three (3) free samples, each of which must not exceed one (1) fluid ounce, to any person in a day. Licensees may sell wine samples, but the volume of any wine sample sold must not exceed six (6) fluid ounces and the total volume of all samples sold to a person in a day must not exceed twelve (12) fluid ounces. Licensees must not provide and/or sell more than a total of fifteen (15) fluid ounces of wine samples to any person in a day.

10. Beer tasting of only the beers permitted to be sold under this classification for consumption off-premises is permitted only during authorized hours of business. Licensees must not provide more than three (3) free samples, each of which must not exceed two (2) fluid ounces, to any person in a day. Licensees may sell beer samples, but the volume of any beer sample sold must not exceed twelve (12) fluid ounces and the total volume of all samples sold to a person in a day must not exceed twenty-four (24) fluid
ounces. Licensees must not provide and/or sell more than a total of thirty (30) fluid ounces of beer samples to any person in a day.

11. Alcoholic spirit tasting is permitted only during authorized hours of business. Licensees must not provide more than three (3) free samples, each of which must not exceed one quarter (0.25) fluid ounce, to any person in a day. Licensees may sell alcoholic spirit samples, but the volume of any alcoholic spirit sample sold must not exceed one (1) fluid ounces and the total volume of all samples sold to a person in a day must not exceed two (2) fluid ounces. Licensees must not provide and/or sell more than a total of two and seventy-five hundredths (2.75) fluid ounces of alcoholic spirit samples to any person in a day.

12. Under no circumstance is the consumption of alcoholic liquor allowed in an outdoor patio or sidewalk cafe.

13. The sampling of alcoholic liquor is adjunct to the operation of a retail liquor dealer/gourmet food and amenity store, and the premises cannot be advertised or otherwise held out to be a drinking establishment.

14. Under no circumstance can the sale of alcoholic liquor take place outside of the normal business hours of the retail liquor store.

15. Class F-2 licensees must have at least one (1) BASSET-certified site manager on-premises whenever alcoholic liquor is available for on-site tasting/sampling. All persons who sell, open, pour, dispense or serve alcoholic liquor must be BASSET certified and/or supervised. Class F-2 licensees must provide food service whenever alcoholic liquor is available for on-site tasting/sampling. The licensee is strictly liable for complying with all provisions regarding food service. Alcoholic liquor for retail sale for on-site tasting/sampling must be sold and dispensed only in plastic containers provided by the license, and must not be removed from the licensed premises. No alcoholic liquor will be brought onto the licensed premises or consumed on the licensed premises other than the alcoholic liquor sold at retail.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election must be made at the time of application.

The annual single payment fee for initial issuance of such license is forty five thousand dollars ($45,000.00). The annual single payment fee for renewal of such license is fifteen thousand dollars ($15,000.00).

No more than zero (0) one (1) such license(s) will be in force at any one (1) time.

**SECTION 3:** Any prospective applicant for a Class F-2 license must prioritize hiring Evanston residents for employment at the licensed premises, and, prioritize the retail sale of local Evanston artisan food and liquor products at the licensed
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 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.

Introduced:                                      Approved:

Adopted: ______________________, 2018          ______________________, 2018

_____________________________________________
Stephen H. Hagerty, Mayor

Attest:                             Approved as to form:

_____________________________________________
Devon Reid, City Clerk

_____________________________________________
Michelle L. Masoncup, Interim Corporation Counsel
City of Evanston
Application for Liquor License

Date: MAR 26 2018

1. APPLICANT

A. Corporation name:
   Gold Standard Enterprises, Inc.

B. Business name:
   Binny’s Beverage Depot

C. Previous business name (if dba changed):
   Gold Standard Liquors, Chalet Wine and Cheese Shops

D. Business address (city, state, zip code):
   8935 N Milwaukee Ave, Niles, IL 60714

E. Business telephone:
   847-581-3100

F. Business website:
   binnys.com

G. Business Email:
   walt@binnys.com

H. Illinois business tax number:
   REDACTED

2. BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Address applying for liquor license (exact street address):
   1111 Chicago Avenue

B. Full description of the location including floor layout, specific floors, rooms,
   etc. (attach a site plan):
   Attached

C. Is the business required to be located within the “Retail Package Store Area”?
   [ ] Yes [x] 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 [ ] BrewPub
   [ ] Craft Distillery [ ] Craft Brewery [ ] Craft Winery [x] Other (explain): F-2

   Describe the nature of the business / kind of business:
   Retail Liquor Dealer/Gourmet Food/Amenity Store

Liquor to be served and/or sold:
   [ ] Alcoholic liquor [ ] Beer & Wine only [ ] Beer Only [ ] Wine only

Days and times liquor is served:
   [x] Sunday 9 to 9
   [x] Monday 9 to 9
   [x] Tuesday 9 to 9
   [x] Wednesday 9 to 9
   [x] Thursday 9 to 9
   [x] Friday 9 to 10
   [x] Saturday 9 to 10

Liquor will served or sold by:

City of Evanston Liquor License Application (Rev. 12/21/17) 503 of 684
### 4. BUSINESS SPECIFIC INFORMATION (for restaurants)

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ yes ☐ no</td>
</tr>
<tr>
<td>B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
</tr>
<tr>
<td>☐ yes ☐ no</td>
</tr>
<tr>
<td>C. Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
</tr>
<tr>
<td>☐ yes ☐ no</td>
</tr>
</tbody>
</table>
| D. How many tables are or will be in the restaurant?  
What is the seating capacity? |
| ☐ yes ☐ no |
| E. Is there an existing or proposed menu? If your response is "no", please create a proposed menu before applying. If your response is "Yes," please attach the menu. |
| ☐ yes ☐ no |
| F. Does the restaurant currently hold or has applied for a City of Evanston food license?  
If your response is "Yes," what is the expected issue date? |
| ☐ yes ☐ no |

### 5. BUSINESS SPECIFIC INFORMATION (for hotels)

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ yes ☐ no</td>
</tr>
<tr>
<td>B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
</tr>
<tr>
<td>☐ yes ☐ no</td>
</tr>
<tr>
<td>C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
</tr>
<tr>
<td>☐ yes ☐ no</td>
</tr>
<tr>
<td>D. Does the hotel have at least 50 regular rooms for transients?</td>
</tr>
<tr>
<td>☐ yes ☐ no</td>
</tr>
</tbody>
</table>
| E. Does the hotel currently hold or has applied for a City of Evanston food license?  
If your response is "Yes," what is the expected issue date? |
| ☐ yes ☐ no |

### 6. BUSINESS SPECIFIC INFORMATION (for package stores)

| A. Does the applicant seek to sell liquor upon the premises of a package store?  
If your response is "No," skip this section and proceed to section 7. |
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ yes ☐ no</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>
</tr>
<tr>
<td>☐ yes ☐ no</td>
</tr>
<tr>
<td>C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises?</td>
</tr>
<tr>
<td>☐ yes ☐ no</td>
</tr>
<tr>
<td>D. Has the applicant reviewed the Liquor Code definition of a &quot;package store&quot;?</td>
</tr>
<tr>
<td>☐ yes ☐ no</td>
</tr>
</tbody>
</table>

### 7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

| A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store?  
If your response is "No," skip this section and proceed to section 8. |
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ yes ☐ no</td>
</tr>
<tr>
<td>B. Does the grocery store premises consist of a grocery store and combination store under one roof?</td>
</tr>
<tr>
<td>☐ yes ☐ no</td>
</tr>
</tbody>
</table>
| C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales?  
Approximately how many square feet are provided?  
sq.ft. |
| ☐ yes ☐ no |
| D. Does the grocery store currently hold or has applied for a City of Evanston food license? |
| ☐ yes ☐ no |
If your response is “Yes,” what is the expected issue date?

<table>
<thead>
<tr>
<th>8. BUSINESS SPECIFIC INFORMATION (BrewPub)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a BrewPub? If your response is “No,” skip this section and proceed to section 9. □ yes □ no</td>
</tr>
<tr>
<td>B. Does the brewpub premises maintain and conduct business to the public as an establishment where meals are actually and regularly served? □ yes □ no</td>
</tr>
<tr>
<td>C. Does the brewpub provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food? □ yes □ no</td>
</tr>
<tr>
<td>D. How many tables are or will be in the brewpub? _______ What is the seating capacity? _______</td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “no”, please create a proposed menu before applying. If your response is “Yes,” please attach the menu. □ yes □ no</td>
</tr>
<tr>
<td>F. Does the brewpub currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? _______ If “no” provide date when you will apply: _______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. BUSINESS SPECIFIC INFORMATION (Craft Distillery)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Distillery? If your response is “No,” skip this section and proceed to section 10. □ yes □ no</td>
</tr>
<tr>
<td>B. Does the craft distiller possess a valid craft distiller license from the State of Illinois? If “No”, Please provide date you intend to obtain you license: _______ □ yes □ no</td>
</tr>
<tr>
<td>C. Does the craft distiller intend to have a tasting room? If “Yes”, What is the seating capacity? _______ □ yes □ no</td>
</tr>
<tr>
<td>D. Has the applicant reviewed the Liquor Code definition and class description of a “craft distiller”? □ yes □ no</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10. BUSINESS SPECIFIC INFORMATION (Craft Brewery)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Brewery? If your response is “No,” skip this section and proceed to section 11. □ yes □ no</td>
</tr>
<tr>
<td>B. Does the craft brewery possess a valid craft distiller license from the State of Illinois? If “No”, Please provide date you intend to obtain you license: _______ □ yes □ no</td>
</tr>
<tr>
<td>C. Does the craft brewery intend to have a tasting room? If “Yes”, What is the seating capacity? _______ □ yes □ no</td>
</tr>
<tr>
<td>D. Does the craft brewery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu. □ yes □ no</td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu. □ yes □ no</td>
</tr>
<tr>
<td>F. Does the craft brewery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? _______ □ yes □ no</td>
</tr>
<tr>
<td>G. Has the applicant reviewed the Liquor Code definition and class description of a “craft brewery”? □ yes □ no</td>
</tr>
</tbody>
</table>
### 11. BUSINESS SPECIFIC INFORMATION (Craft Winery)

<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 Craft Winery? If your response is “No,” skip this section and proceed to section 12.</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>B. Does the craft winery possess a valid craft distiller license from the State of Illinois? If “No”, Please provide date you intend to obtain you license:</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>C. Does the craft winery intend to have a tasting room? If “Yes”, What is the seating capacity?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>D. Does the craft winery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>F. Does the craft winery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>G. Has the applicant reviewed the Liquor Code definition and class description of a “craft winery”?</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

### 12. PREMISES OWNERSHIP INFORMATION

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the corporation own the premises for which this liquor license is being sought? If your response is “Yes,” attach a copy of ownership and proceed to section 13.</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>B. 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>C. What is the period covered by the lease? 2018 to 2049</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. What is the name of the Landlord? CLPF-KSA Grocery Portfolio Evanston WF, LLC.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. What is the address of the Landlord? (please include city, state, and zip code.) 230 Park Ave New York, NY 10169</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 13. ELIGIBILITY QUESTIONS

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Has the owner or any relative had a business or liquor license revoked?</td>
<td>□ yes □ no</td>
<td></td>
</tr>
<tr>
<td>B.</td>
<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>□ yes □ no</td>
<td></td>
</tr>
<tr>
<td>C.</td>
<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>□ yes □ no</td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td>Does the owner/officer(s) owe any debt or unpaid tax to the City of Evanston?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
If yes, explain: |
| E. | Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below. |

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>name</strong></td>
<td><strong>address</strong></td>
<td><strong>telephone</strong></td>
<td><strong>relationship</strong></td>
</tr>
<tr>
<td>Walter Fornek</td>
<td>6645 Wedgewood Ln Willowbrook, IL</td>
<td>630-464-6027</td>
<td>President</td>
</tr>
</tbody>
</table>
I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

Signature of Applicant ______________________________

Date ______________________________

3-23-2018
City of Evanston
Liquor License Application

AFFIDAVIT

State of Illinois  
County of Cook

The undersigned hereby makes application for a Class ___F-2___ 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 ___23rd___ day of March, 2018.

Notary Public

Signature of Applicant

OFFICIAL SEAL
STEPHEN E. RYD
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 26, 2019
City of Evanston annual Liquor License Application

CORPORATE INFORMATION FORM
(Supplement A)

<table>
<thead>
<tr>
<th>Applicants must file business with Secretary of State:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Corporation/Partnership: Gold Standard Enterprises, Inc</td>
</tr>
<tr>
<td>Corporate Address: 8935 N Milwaukee Ave, Niles, IL 60714</td>
</tr>
<tr>
<td>Corporate Ph #: 847-581-3100 Corporate Email: walt@binny's.com FEIN: REDACTED</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Status:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Corporation/Partnership was Organized: 04/30/1949</td>
</tr>
<tr>
<td>State Articles of Incorporation/Organization filed: IL</td>
</tr>
<tr>
<td>Date Articles of Incorporation/Organization filed with Secretary of State: 04/30/1949</td>
</tr>
<tr>
<td>Date Certification of Incorporation/Organization was Issued by Secretary of State: 04/30/1949</td>
</tr>
<tr>
<td>Are there any amendments to Articles of Incorporation? (if yes, provide date filed) Yes No</td>
</tr>
<tr>
<td>Date Amendment Filed Attached</td>
</tr>
<tr>
<td>What are the total shares of stock created by this Corporation? 1000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>H. List stockholders with 5% or more in holdings (corporations with a long list, attach copy of list):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>------</td>
</tr>
<tr>
<td>Michael Binstein</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors? Yes No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If no, explain:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Has the Corporation attached evidence of Good Standing with the State of Illinois? Yes No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If no, explain:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization? Yes No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If no, explain:</td>
</tr>
</tbody>
</table>

| Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date: None |

| What is the objective of Corporation? Attached |

| Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation? Yes No |

City of Evanston Liquor License Application (Rev. 03/05/2015) Supp. A/Corp Info: Page 9 of 16

510 of 684
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

GOLD STANDARD ENTERPRISES, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 30, 1949, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 20TH day of MARCH A.D. 2018.

Jesse White
SECRETARY OF STATE
State of Illinois
Domestic/Foreign Corporation Annual Report

Corporate Name: GOLD STANDARD ENTERPRISES, INC.
Registered Agent: STEPHEN E RYD
Registered Office: 1900 SPRING ROAD SUITE 216
City, IL, Zip Code, County: OAK BROOK, IL 60523 DU PAGE
Principal address of Corporation: 5100 WEST DEMPSTER SKOKIE, IL 60077

a. State or Country of Incorporation: ILLINOIS
3b. Date Incorporated/Qualified: 04-30-1949

The names and addresses of ALL officers & directors MUST be listed here!

<table>
<thead>
<tr>
<th>Title</th>
<th>Name &amp; Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRESIDENT</td>
<td>WALTER FORNEK 5100 W DEMPSTER ST SKOKIE 60077</td>
</tr>
<tr>
<td>SECRETARY</td>
<td>MICHAEL BINSTEIN SAME</td>
</tr>
<tr>
<td>CHAIRMAN/CEO</td>
<td>MICHAEL BINSTEIN 5100 WEST DEMPSTER ST SKOKIE, IL 60077</td>
</tr>
</tbody>
</table>

If 51% or more of the stock is owned by a minority or female, please check the appropriate box:

☐ Minority  ☐ Female  ☐ Both

Number of shares authorized and issued as of 1-31-2018

<table>
<thead>
<tr>
<th>Class</th>
<th>Series</th>
<th>Par Value</th>
<th>Number Authorized</th>
<th>Number Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMON VOTING</td>
<td>0.00000</td>
<td>100</td>
<td>100.000</td>
<td></td>
</tr>
<tr>
<td>COMMON NON-VOTING</td>
<td>0.00000</td>
<td>900</td>
<td>400.000</td>
<td></td>
</tr>
</tbody>
</table>

The amount of paid-in-capital as of 1-31-2018 is $163,100

All property owned by the corporation is located in Illinois and all business transacted by the corporation is in Illinois.

Under the penalty of perjury and as an authorized officer, I declare that this annual report, pursuant to provisions of the Business Corporation Act, has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

By WALTER FORNEK
Authorized Officer

Title & Date: PRESIDENT March 13, 2018

Fee Summary
Franchise Tax: $135.10
Filing Fee: $75.00
Penalty: $0.00
Interest: $0.00

Total Fee: $238.10

This document was electronically generated at www.cyberdriveillinois.com

512 of 684
<table>
<thead>
<tr>
<th>Title</th>
<th>Name &amp; Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>TREASURER</td>
<td>WALTER FORNEK 5100 WEST DEMPSTER SKOKIE, IL 60077</td>
</tr>
<tr>
<td>VP</td>
<td>BRADLEY STEIN 5100 WEST DEMPSTER ST SKOKIE, IL 60077</td>
</tr>
<tr>
<td>DIRECTOR</td>
<td>MICHAEL BINSTEIN 5100 WEST DEMPSTER ST SKOKIE, IL 60077</td>
</tr>
</tbody>
</table>

This document was electronically generated at www.cyberdriveillinois.com

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I. Dates of Amendments to Articles of Incorporation
   a. September 11, 1974
   b. July 25, 1995
   c. May 2, 1996
   d. June 5, 1996
   e. July 31, 1996
   f. February 1, 1999
   g. November 1, 2001
   h. September 26, 2003
   i. October 20, 2009

II. Organization Chart/Officers

<table>
<thead>
<tr>
<th>Office</th>
<th>Name</th>
<th>Percent of Stock Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEO/Secretary</td>
<td>Michael Binnie</td>
<td>100%</td>
</tr>
<tr>
<td>President</td>
<td>Walter Fornek</td>
<td>0%</td>
</tr>
<tr>
<td>Vice President</td>
<td>Bradley Stein</td>
<td>0%</td>
</tr>
<tr>
<td>Treasurer</td>
<td>Walter Fornek</td>
<td>0%</td>
</tr>
</tbody>
</table>
ARTICLE FOUR

The purpose or purposes for which the corporation is organized are:

To buy and sell both retail and wholesale all foods, groceries, liquor, and associated items. To carry on a retail grocery, fruit, vegetable, and liquor business. To buy and sell all articles connected with the aforesaid business.
<table>
<thead>
<tr>
<th>CODE</th>
<th>STORE</th>
<th>Address</th>
<th>Miscellaneous Information</th>
<th>LICENSE TYPE</th>
<th>LICENSE NUMBER</th>
<th>EXPIRES ON DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Skokie</td>
<td>5100 W. Dempster</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0027560</td>
<td>06/20/18</td>
</tr>
<tr>
<td>2</td>
<td>Wheeling</td>
<td>1550 E Lake Cook Rd</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-1133065</td>
<td>06/20/18</td>
</tr>
<tr>
<td>3</td>
<td>Des Plains</td>
<td>767 W. Golf</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0033873</td>
<td>05/31/18</td>
</tr>
<tr>
<td>4</td>
<td>Orland Park</td>
<td>103A Orland Park Place</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0064261</td>
<td>06/21/18</td>
</tr>
<tr>
<td>5</td>
<td>Elmwood</td>
<td>7130 W. North Avenue</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0277008</td>
<td>04/30/18</td>
</tr>
<tr>
<td>6</td>
<td>Willowbrook</td>
<td>6920 Kingery Hwy</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0059948</td>
<td>03/20/18</td>
</tr>
<tr>
<td>7</td>
<td>Hyde Park 47th</td>
<td>2420 E 47th St. Chicago, IL 60633</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-005153</td>
<td>06/30/18</td>
</tr>
<tr>
<td>8</td>
<td>Highland Park</td>
<td>153 Stockle Valley Hwy</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-005153</td>
<td>06/30/18</td>
</tr>
<tr>
<td>9</td>
<td>Glencoe</td>
<td>85 N. Green Bay Rd</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-005153</td>
<td>06/30/18</td>
</tr>
<tr>
<td>10</td>
<td>River Grove</td>
<td>1212 Thatcher River Grove, IL 60171</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-005153</td>
<td>06/30/18</td>
</tr>
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<td>Schaumburg</td>
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<td>06/30/18</td>
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<td>06/30/18</td>
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<td>06/30/18</td>
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<td>IA-005153</td>
<td>10/31/18</td>
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<td>03/10/18</td>
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<td>IA-005153</td>
<td>03/10/18</td>
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<td>North Riverside</td>
<td>7520 W. Cermak Rd North Riverside, IL 60546</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-005153</td>
<td>03/10/18</td>
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**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT**: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### PRODUCER
Willis of Illinois, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

### INSURED
Gold Standard Enterprises, Inc.
8935 N. Milwaukee Ave.
Niles, IL 60714

### INSURER(S) AFFORDING COVERAGE
- LM Insurance Corporation
- Employers Insurance Company of Wausau
- City of Evanston

### COVERAGES
**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

- **PERSONAL & ADJURY**: $1,000,000
- **GENERAL AGGREGATE**: $2,000,000
- **PRODUCTS - COM/MOP AGG**: $2,000,000
- **AUTO": **
  - **BODILY INJURY (Per person)**: $1,000,000
  - **PROPERTY DAMAGE**: $2,000,000
- **EXCESS LIAB**: OCCUR CLAIMS-MADE
- **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**: N/A
  - E.L. EACH ACCIDENT: $1,000,000
  - E.L. DISEASE - EA EMPLOYEE: $1,000,000
  - E.L. DISEASE - POLICY LIMIT: $2,000,000

### LOCATION: Binny's Beverage Depot, 1111 Chicago Ave, Evanston, IL 60202.
City of Evanston is an Additional Insured with respect to General Liability and Liquor Liability pursuant to the City of Evanston code section 3-4-4.

**CERTIFICATE HOLDER**
City of Evanston
2100 Ridge Ave
Evanston, IL 60201

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Andrew Parcio

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

**INVOICE ID:** W5542624

**POLICY PERIOD:** 08/01/2017 TO 08/01/2018

**POLICY NUMBER:** TB5-281-506697-087

**CERTIFICATE NUMBER:** W5583032

**REVOLUTION NUMBER:**
City of Evanston annual Liquor License Application

CITY OF EVANSTON
Cook County, Illinois

CORPORATE SURETY BOND
(Supplement B)

Effective Date: March 21st, 2018

Surety Bond #: 63575307

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, Gold Standard Enterprises, Inc.

of the City of Evanston, County of Cook, and State of Illinois, a corporation organized and existing under the laws of the State of Illinois, as Principal and

WESTERN SURETY COMPANY, organized and existing under the law of the State of South Dakota, and licensed to do business in the City of Evanston, County of Cook, and State of Illinois, hereinafter called the sureties, are held and firmly bound unto the City of Evanston, a municipal corporation, in the sum of TWENTY-FOUR THOUSAND DOLLARS, for the payment whereof to the City of Evanston, the principal and said sureties bind themselves, their heirs, executors, administrators, and assigns jointly and severally firmly by these presents. Signed, sealed, and dated this 21st DAY OF March, 2018.

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control Commissioner of the City of Evanston under the provision of the Title 3, Chapter 4, relating to the Sale of Alcoholic Liquor, of the Municipal Code of the City of Evanston, recodified January 2014, and amendments thereto, which license will expire on the 31st DAY OF December, 2018.

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall comply with all the provisions of Title 3, Chapter 4, of the Municipal Code of the City of Evanston hereinafter described, and any and all other ordinances of the City of Evanston relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance; and if said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or which may hereafter be in force in the City of Evanston affecting the operation of said business, then this obligation shall be void; otherwise it shall remain in full force and effect.
City of Evanston annual Liquor License Application

PRINCIPAL

Signed, sealed, and dated this 21st day of March, 2018.

By: Walter J. Fines
Title: President
State of Illinois
County of Cook

SURETIES

Signed, sealed, and dated this 21st day of March, 2018.

By: Paul T. Bruflat
Title: Vice President
State of SOUTH DAKOTA
County of Minnehaha

State of SOUTH DAKOTA
County of Minnehaha

ACKNOWLEDGEMENT OF CORPORATE SURETY

The foregoing instrument was acknowledged before me by Paul T. Bruflat
this 21st day of March, 2018.

J. Mohr
Notary Signature

My Commission Expires June 23, 2021
Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:


Paul T. Brufat of Sioux Falls,

State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Liquor City of Evanston

bond with bond number 63575307

for Gold Standard Enterprises, Inc.
as Principal in the penalty amount not to exceed: $2,500.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-In-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 21st day of March, 2018.

ATTEST

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Brufat, Vice President

STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

On this 21st day of March, 2018, before me, a Notary Public, personally appeared

Paul T. Brufat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. Mohr

NOTARY PUBLIC

SOUTH DAKOTA

My Commission Expires June 23, 2021

To validate bond authenticity, go to www.cnsurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F1975-1-2016

520 of 684
This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.

Sincerely,

Adam F. Chaletz
HCI President

ID#: 4535352  Name: MICHAEL BINSTEIN
Exam Date: 5/18/2017  Expiration Date: 5/18/2020

CERTIFIED

Off Premise
Issued: 5/25/2017
ID#: 4535352

MICHAEL BINSTEIN
8935 N Milwaukee Ave
Niles, IL 60714-1736

BASSET
TIPS Trainer: Amy Boeckholt Wilt, 31812
MEETING MINUTES

Liquor Control Review Board
Wednesday, April 4, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present: Mayor Stephen H. Hagerty (Local Liquor Control Commissioner); Marion Macbeth; Dick Peach

Members Absent: None

Staff Present: Mario Treto, Theresa Whittington

Others Present: James Pomerantz (Falcon Eddy's); Rob Spengler (Board & Brush); Yovanda Diakoumis (Target); Jessica Watson (Target); Michael Binstein (Binny's); Julia Burnham (Binny's); Richard Parenti

Presiding Member: Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER

The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:00 a.m.

NEW BUSINESS

Falcon Eddy's, LLC dba Falcon Eddy's Barbeque, 825 church Street
Jim Pomerantz (JP), owner, requested approval for issuance of a class D (restaurant/liquor) liquor license. JP is the current co-owner of Bat 17. Bat 17 has been open for 12 years. The new restaurant's cuisine is described as Texas barbeque. He would like to serve beer and wine to his customers. Mayor Hagerty stressed his zero tolerance for underage drinking. Mayor Hagerty reminded JP that a type 2 restaurant will not allow a restaurant to serve alcohol on a sidewalk café.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

Target Corporation, dba Target Store T0927, 2209 Howard Street
Yovanda Diakoumis (YD), store director, requested approval for issuance of a class F (Grocery Store/Liquor) liquor license. YD explained that Target on Howard has been in the community for quite some time. The lack of alcohol sales is the one thing that keeps Target from being a “one stop all inclusive” shop for its customers. She said that Target has lots of training programs in place regarding alcohol sales. Cashiers must be 21 years old to ring up sales and POS ID systems cannot be bypassed. She hopes that next year the store will get remodeled as a “next generation store” and that alcohol offerings will add to the reinvention. Mario Treto suggested the removal of the 500 foot rule from Class F be bifurcated and introduced as a separate ordinance. The 500 foot...
rule in Class F prohibits issuing a Class F liquor license to an establishment within 500 feet of another class F business. Mayor Hagerty explained that our grocery stores are already out of compliance with the rule and that it makes sense to remove the rule from the city code. The liquor board had discussed the issue at the January meeting and agreed at that time that the 500 foot rule should be eliminated. Mayor Hagerty told YD that he takes underage drinking very seriously and stated further that he has been very pleased, that since his time as Mayor, no issues have come to his attention.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

**SV Family Evanston, LLC dba Board & Brush Evanston, 802 Dempster**

Rob Spengler (RS), co-owner, requested consideration for issuance of a class X (Arts and Craft studio/beer & wine) liquor license. RS is also co-owner of Little Beans Café. RS explained that he is a new franchisee in Board & Brush. There are currently 147 franchise locations and offers arts & craft classes that focus on making wooden boards and signs. He has a target opening date of April 20th. The franchise requires owners to offer beer and wine either as BYOB or as retail sale offering, with a preference for franchisees to be licensed. RS expressed appreciation to the City for working with them on the creation of a new liquor license class. Mayor Hagerty asked if there would be any power tools in use while patrons are drinking. RS stated customers will not be using power tools. There are hand held tools used at the beginning of class to distress the wood. Alcohol will not be served until after this initial step is complete. Customers are so busy with their hands that he does not anticipate people having more than 1-2 drinks a session. Mayor Hagerty expressed his zero tolerance for underage drinking and his expectation that alcohol will be served in accordance to the rules and laws in place.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

**Binny’s Beverage Depot, 1111 Chicago Ave.**

Michael Binstein (MB), owner, requested consideration for issuance of a class F-2 (Retail Liquor Dealer Gourmet Food Store) liquor license. Mayor Hagerty provided an overview of the administrative and legislative history that led up to the creation of the new class F-2 liquor license class. Mayor Hagerty asked MB to elaborate on the gourmet food offerings of the store. MB responded that the license mandates food categories. MB said he will try to prioritize local vendors and producers for food. Binny’s is primarily a liquor store and food is an ancillary offering. Stores carrying food items customize the selection to the local community. MB stated that there will be some trial and error as Binny’s tries to pick food products that customers will respond to.

Sandeep Ghaey (SG) offered public comment on the request. SG stated that the issue brought previously to the board was that special considerations should not be made for a large company. He said he thinks it is discriminatory that he was denied a particular liquor license when he opened Vinic Wine while Binny’s gets a license created for it. SG goes on to state that there are provisions in the F-2 license class that smaller companies are not allowed to have such as container sizes. Mayor Hagerty stated that
he appreciated SG’s comments. Mayor Hagerty explained to SG that at the January meeting it was expressed that amendments would be made to other license classes to allow them the same container sizes as Binny’s has been afforded in the F-2 license class. SG also pointed out that the liquor sampling allowances are also different and would want the same treatment for that as well. Marion Macbeth stated the board takes individual cases as they come and that the board has created special amendments for other small companies. Mayor Hagerty directed the law department to work on the appropriate recommendations and amendments. Dick Peach agreed that amendments and allowances should be extended to other license holders.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

**ADJOURNMENT**

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 11:30 a.m. April 4, 2018.

Respectfully Submitted,

Theresa Whittington
Liquor Licensing Manager, Legal Department
To: Honorable Mayor and Members of the City Council  
Administration & Public Works Committee  
From: Mario Treto, Jr., Assistant City Attorney  
Theresa Whittington, Liquor Licensing Manager/Legal Analyst  
Subject: Ordinance 54-O-18 and Ordinance 55-O-18, Eliminating the Class F and Class F-1 500 Foot Restriction From Other Class F and Class F-1 Liquor Establishments  
Date: April 23, 2018  

Recommended Action:  
Local Liquor Commissioner recommends City Council adoption of Ordinance 54-O-18 and Ordinance 55-O-18, eliminating the restriction prohibiting Class F and Class F-1 liquor licensees to be within five hundred (500) feet from another Class F or Class F-1 liquor license establishment.  

Livability Benefits:  
Economy & Jobs: Retain and expand local businesses  

Summary:  
Ordinance 54-O-18 amends Evanston City Code of 2012 Subsection 3-4-6-(F), as amended, to eliminate the restriction prohibiting a Class F liquor licensee to be within five hundred (500) feet from another Class F liquor license establishment. Ordinance 55-O-18 amends Evanston City Code of 2012 Subsection 3-4-6-(F-1), as amended, to eliminate the restriction prohibiting a Class F-1 liquor licensee to be within five hundred (500) feet from another Class F-1 liquor license establishment. This ordinance will permit Class F and Class F-1 liquor license applicants to obtain their respective licenses without having location restrictions in relation to other Class F and Class F-1 liquor license locations.  

Legislative History:  
At the April 4, 2018 Liquor Control Review Board meeting, the Liquor Control Review Board requested elimination of the consideration of application for a Class F liquor license  

Alternatives:  
n/a
Attachments:
Ordinance 54-O-18
Ordinance 55-O-18
Minutes of the April 4, 2018 Liquor Control Review Board meeting
AN ORDINANCE

Amending City Code Section 3-4-6-(F)
Eliminating the 500 Foot Restriction From Other Class F Liquor Licensees

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

SECTION 1: Subsection 3-4-6-(F) of the Evanston City Code of 2012, as amended, is hereby further amended by eliminating the five hundred (500) foot restriction from other Class F liquor licensees to read as follows:

(F) CLASS F licenses, which shall authorize the retail sale of alcoholic liquor in grocery stores, combination stores as defined in Section 3-4-1 of this Chapter, and wholesale clubs requiring membership in original packages to persons of at least twenty-one (21) years of age for consumption off the premises. Class F licenses shall also authorize the tasting of alcoholic liquor not exceeding the limits set forth herein.

1. It shall be unlawful for a Class F licensee to sell a single container of beer unless the volume of the container is greater than forty (40) ounces or 1.18 liters. It shall be unlawful for a licensee to bundle, tape, package, or otherwise manipulate single containers of beer for sale as a set. Any such manipulation of packaging shall be a violation of this Subsection. Nothing in this Subsection shall be construed as prohibiting the sale of packages containing six single containers of beer, including such packages consisting of various single containers of beer chosen by the consumer.

2. It shall be unlawful for a Class F licensee to sell a single container of wine unless the container is greater than sixteen (16) fluid ounces or 0.473 liters.

3. It shall be unlawful for a Class F licensee to sell a single container of alcoholic liquor, except beer and wine which are regulated by Subsections (F)1 and (F)2 of this Section, unless the container is greater than sixteen (16) fluid ounces or 0.473 liters.

4. The sale of alcoholic liquor at retail pursuant to the Class F license may begin after 8:00 a.m., Monday through Sunday. Alcoholic liquor shall not be sold after the hour of 12:00 midnight on any day.

5. No such license may be granted to an establishment that is located within...
five hundred (500) feet of a licensee holding a Class F liquor license.

6.5. A Class F licensee shall provide a minimum of twelve thousand (12,000) square feet of production, preparation, and display area in which products are prepared and are for sale.

76. Class F licenses shall permit the tasting of samples of the alcoholic liquor permitted to be sold under this classification, on the licensed premises during authorized hours of business. No charge, cost, fee, or other consideration of any kind shall be levied for any such tasting. Licensees shall not provide more than three (3) free tastings, each of which shall not exceed one (1) fluid ounce for wine, two (2) fluid ounces for beer and one-quarter (.25) fluid ounce for distilled alcohol, to any person in a day. Licensees must have at least one (1) BASSET-certified site manager on-premises whenever offering alcoholic liquor for tastings. Licensees must provide food service when offering alcoholic liquor for tastings.

The applicant for a Class F license shall pay a first year license fee of thirty-five thousand dollars ($35,000.00). Thereafter, the annual fee for a Class F license shall be eleven thousand five hundred dollars ($11,500.00).

No more than eleven (11) such license(s) shall be in force at any one (1) time.

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

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
Introduced: ________________, 2018

Adopted: _________________, 2018

Approved: ____________________, 2018

_____________________________
Stephen H. Hagerty, Mayor

Attest: __________________________

Devon Reid, City Clerk

Approved as to form: 

______________________________
Michelle L. Masoncup, Interim Corporation Counsel
AN ORDINANCE

Amending City Code Section 3-4-6-(F-1)
Eliminating the 500 Foot Restriction From Other Class F-1 Liquor Licensees

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

SECTION 1: Subsection 3-4-6-(F-1) of the Evanston City Code of 2012, as amended, is hereby further amended by eliminating the five hundred (500) foot restriction from other Class F-1 liquor licensees to read as follows:

(F-1) CLASS F-1 licenses, which shall authorize the retail sale of packaged alcoholic liquor for consumption off premises and the sale of beer and wine for consumption on the premises as an incidental part of a grocery store, as defined in Section 3-4-1 of this Chapter, to persons of at least twenty-one (21) years of age.

Class F-1 licenses shall be subject to the following conditions and limitations for the sale of alcohol, in original packages, unopened only:

1. It shall be unlawful for a Class F-1 licensee to sell a single container of beer for consumption off premises unless the volume of the container is greater than forty (40) ounces or 1.18 liters. It shall be unlawful for a licensee to bundle, tape, package, or otherwise manipulate single containers of beer for sale as a set. Any such manipulation of packaging shall be a violation of this Subsection. Nothing in this Subsection shall be construed as prohibiting the sale of packages containing six single containers of beer, including such packages consisting of various single containers of beer chosen by the consumer.

2. It shall be unlawful for a Class F-1 licensee to sell a single container of wine for consumption off premises unless the container is greater than sixteen (16) fluid ounces or 0.473 liters.

3. It shall be unlawful for a Class F-1 licensee to sell a single container of alcoholic liquor for consumption off premises, except beer and wine which are regulated by Subsections (F-1)1 and (F-1)2 of this Section, unless the container is greater than sixteen (16) fluid ounces or 0.473 liters.

4. The sale of alcoholic liquor at retail for off-site consumption pursuant to
the Class F-1 license may begin after 8:00 a.m., Monday through Sunday. Alcoholic liquor for off-site consumption shall not be sold after the hour of 12:00 midnight on any day.

5. No such license may be granted to an establishment that is located within five hundred (500) feet of a licensee holding a Class F-1 or Class F liquor license.

6. A Class F-1 licensee shall provide a minimum of fifty thousand (50,000) square feet of production, preparation, and display area in which products are prepared and are for sale. The gross floor area shall include premises within the exterior walls of the grocery store, but does not include any outdoor patio, parking, storage or display areas.

7. Alcoholic liquor sold in original packages and intended for consumption off the premises shall not be opened or consumed on the premises or in any designated seating/service area.

8. Class F-1 licenses shall permit the tasting of samples of the alcoholic liquor permitted to be sold under this classification, on the licensed premises during authorized hours of business. No charge, cost, fee, or other consideration of any kind shall be levied for any such tasting. Licensees shall not provide more than three (3) free tastings, each of which shall not exceed one (1) fluid ounce for wine, two (2) fluid ounces for beer and one-quarter (.25) fluid ounce for distilled alcohol, to any person in a day. Licensees must have at least one (1) BASSET-certified site manager on-premises whenever offering alcoholic liquor for tastings. Licensees must provide food service when offering alcoholic liquor for tastings.

The sale of beer and wine shall be permitted for consumption on the premises subject to the following conditions:

9. The sale of beer and wine only for consumption on the premises shall be served only in a designated seating/serving area, which includes an area where food is prepared and regularly served on the premises. Such food may include hot or cold sandwiches, appetizers, tapas, sushi, baked goods or other similar foods.

10. The consumption of beer and wine on the premises shall be permitted in the designated seating/serving area as well as the shopping areas throughout the premises; however, the licensee shall mark, with conspicuous signage, the areas past which consumption of beer and wine is no longer permitted.

11. The designated seating/serving area for customers consuming beer and wine on the premises shall be limited to five percent of the gross floor area.

12. The total space for on premise consumption shall be no more than 2,500 square feet. Such 2,500 square feet shall be measured as the space inside the barriers which are required in Subsections (F-1)10 and (F-1)11.

13. Under no circumstance shall the consumption of beer and wine be allowed
in an outdoor patio.

**4413.** It is intended that the service of beer and wine is merely adjunct to the operation of a grocery store and that the facility shall not be advertised or otherwise held out to be a drinking establishment.

**4514.** Under no circumstance shall the sale of beer and wine take place outside of the normal business hours of the grocery store.

The applicant for a Class F-1 license shall pay a first year license fee of forty thousand dollars ($40,000.00). Thereafter, the annual fee for a Class F license shall be thirteen thousand dollars ($13,000.00).

No more than one (1) such licenses shall be in force at any one (1) time.

**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 contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 5:** 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: _________________, 2018

Adopted: _________________, 2018  
__________________________, 2018

__________________________
Stephen H. Hagerty, Mayor
Attest: Devon Reid, City Clerk

Approved as to form: Michelle L. Masoncup, Interim Corporation Counsel
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. Ordinance 49-O-18 was approved for Introduction at the April 9,
2018 City Council meeting.

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>
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<tr>
<th>Budget Description</th>
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<th>Project Number</th>
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**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
49-O-18

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.
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-O-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-O-18 and the making of the improvement described therein.

Respectfully submitted,

BOARD OF LOCAL IMPROVEMENTS
CITY OF EVANSTON, ILLINOIS

By:

David Stoneback, President

[Signatures]

APPROVED AS TO FORM:

Mario Treto, Jr.
Attorney for the Board of Local Improvements of the City of Evanston, Illinois

MICHELLE L. MASONCUP
MARIO TRETO, JR.
CITY OF EVANSTON LAW DEPARTMENT
2100 RIDGE AVENUE
EVANSTON, ILLINOIS 60201
(847) 866-2937
Attorney Code 46996

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>
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BLI_EST_1523
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<tr>
<th>ITEM NO.</th>
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<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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Cost of Engineering Services................................. $19,835.55
For Lawful Expenses, etc.................................. $19,835.55
Sub-Total ................................................ $39,671.10

**RECAPITULATION**

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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.

_Lara N. Biggs, P.E._
City Engineer
Board of Local Improvements
AGENDA

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN FISKE, CHAIR

II. APPROVAL OF REGULAR MEETING MINUTES OF APRIL 9, 2018

III. ITEMS FOR CONSIDERATION

(P1) **Granting Vacation Rental License for 1500 Main Street**
City staff recommends approval of a Vacation Rental License for the property located at 1500 Main Street. The Vacation Rental meets all of the Standards and Procedures for license approval.
For Action

(P2) **Granting Vacation Rental License for 1419 Elmwood**
City staff recommends approval of a Vacation Rental License for the property located at 1419 Elmwood Avenue. The Vacation Rental meets all of the Standards and Procedures for license approval.
For Action

(P3) **Ordinance 29-O-18, Amending the City Code Title 2, Chapter 8 “Historic Preservation”**
The Preservation Commission and staff recommend City Council approval of Ordinance 29-O-18, Amending Title 2, Chapter 8 of the Evanston City Code, “Historic Preservation.” The focus of the text amendment is to update, when appropriate, the language and definitions and also streamline procedures to make it more user friendly for the staff, the Commission, and the public. The original intent and principles of the current Preservation Ordinance have been maintained.
For Introduction
(P4) **Ordinance 47-O-18, Amending the Definition of “Coach House” in the the City Code Section 6-18-3**
Staff recommends adoption of Ordinance 47-O-18, 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. Ordinance 47-O-18 was held on April 9, 2018 until April 23, 2018 for Introduction.
*For Introduction*

(P5) **Ordinance 40-O-18, Amending the City Code, “Permitted Obstructions in Required Yards: General Provisions” Relating to Front Porches**
Following input from the current and former Zoning Board of Appeals Chair, staff recommends direction from the Committee regarding the scope of amendments to the front porch regulations. If the proposed amendments are limited to sections of the Zoning Ordinance that were included in the Plan Commission legal notice (6-4-1-9 Yards, and 6-18-3 Definitions), Ordinance 40-O-18 can be approved and/or amended. However, if the Committee desires to amend other regulations such as the appropriate determining body for porch variations (6-3-8-3 Authorized Variations), a Plan Commission meeting would need to be re-noticed accordingly. Ordinance 40-O-18 was held on April 9, 2018 until April 23, 2018 for Introduction.
*For Introduction*

(P6) **Ordinance 58-O-18 Granting a Special Use for a Type 2 Restaurant, Falcon Eddy’s Barbecue at 825 Church Street**
The Zoning Board of Appeals and City Staff recommend adoption of Ordinance 58-O-18 granting a special use approval for a Type 2 Restaurant, Falcon Eddy’s Barbecue in the D2 District. The applicant has complied with all zoning requirements, and meets all of the standards of a special use for this district.
*For Introduction*

IV. **ITEMS FOR DISCUSSION**

V. **COMMUNICATIONS**

VI. **ADJOURNMENT**
I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN FISKE, CHAIR
A quorum being present, Ald. Fiske called the meeting to order at 7:34 p.m.

II. APPROVAL OF REGULAR MEETING MINUTES OF MARCH 12, 2018
Ald. Wynne moved to approve the minutes of the March 12, 2018 meeting, seconded by Ald. Revelle.

The committee voted unanimously 7-0, to approve the March 12, 2018 minutes.

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
Ald. Rainey moved to recommend approval of the grant renewal, seconded by Ald. Rue Simmons. The Committee voted 7-0 to recommend approval of the grant.

(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

Ald. Wynne moved to Introduce Ordinance 46-O-18, seconded by Ald. Rue Simmons. The Committee voted 7-0 to Introduce Ordinance 46-O-18.

(P3) Ordinance 47-O-18, Amending the Definition of “Coach House” in 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

Ald. Wilson moved to recommend introduction of Ordinance 47-O-18, seconded by Ald. Rue Simmons. The Committee voted 7-0 to Introduce Ordinance 47-O-18.

(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

Ald. Wilson moved to recommend introduction seconded by Ald. Revelle.

Ald. Rainey requested that the item be held in Committee as did Ald. Fiske. The item was held in Committee.

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
Ald. Rue Simmons and Ald. Fleming expressed concerns received from residents about timely service.

Savannah Clement, Housing Policy and Planning Analyst, noted that a funding request from the organization has been held and staff is working with the applicant.

In response to an inquiry from Ald. Rue Simmons, Sarah Flax, Housing and Grants Administrator, noted that staff has not provided these services for a number of years.

In response to an inquiry from Ald. Wilson, Ms. Flax, noted that organizations often also provide advocacy services but a balance is necessary.

In response to an inquiry from Ald. Fleming, Ms. Flax stated that there is not currently a set expectation for response to inquiries because there have not previously been issues, but staff can work with the organization on timely responses in a future agreement.

Ald. Rue Simmons noted the need to be responsive to Northwestern students regarding housing issues.

V. COMMUNICATIONS
There were no communications.

VI. ADJOURNMENT
Ald. Revelle moved to adjourn, seconded by Ald. Wilson. The meeting adjourned at 7:45 p.m.

Respectfully submitted,
Scott Mangum
Planning and Zoning Administrator
Memorandum

To: Honorable Mayor and Members of the City Council
   Planning and Development Committee

From: Evonda Thomas-Smith, Health Department Director
       Ellyn Golden, Environmental Health Licensing Coordinator
       Melissa Klotz, Zoning Planner
       Meagan Jones, Neighborhood and Land Use Planner

Subject: Vacation Rental License for 1500 Main Street

Date: April 12, 2018

Recommended Action:
City staff recommends approval of a Vacation Rental License for the property located at 1500 Main Street. The Vacation Rental meets all of the Standards and Procedures for license approval.

Livability Benefits:
Built Environment: Support housing affordability
Economy & Jobs: Retain and expand local businesses

Summary:
1500 Main St. is located on the south side of Main St. near the Ashland Ave. and Main St. intersection in the R3 Two-Family Residential District. The property features a two-family residence. The front unit is proposed as a Vacation Rental. The Vacation Rental is owned by Virginia Cavalier, who lives in the rear unit, and will be operated by Jim Janacek, the Designated Agent. The property meets the Standards and Procedures as required by Ordinance 50-O-13:

The proposed Vacation Rental will not cause a negative cumulative effect when its effect is considered in conjunction with the effect of other Vacation Rentals in the immediate neighborhood. Since there are no other licensed Vacation Rentals within the immediate area, there is no negative cumulative effect.

The Vacation Rental will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining properties. The property in question is adjacent to single family and two-family residences. According to the applicant all property owners within
250’ of the subject property have been notified of the proposed Vacation Rental. Staff is not aware of opposition to the proposal.

**The proposed Vacation Rental will comply with all the rules and regulations contained herein.** The applicant has complied with all applicable rules and regulations, including notification to all property owners within 250’ of the subject property.

**The proposed Vacation Rental is not likely to have an adverse effect upon the public health, welfare, or safety.** The subject property does not feature any open zoning or property standards violations. City staff is not aware of any nuisance issues specific to the site that could become concerns if the property operates as a Vacation Rental. The property includes one off-street parking space available in the rear of the property for the proposed Vacation Rental. Additionally, the Health and Human Services Department requires an inspection of life safety issues prior to issuing a license.

**Attachments:**
Vacation Rental License Application – submitted January 9, 2018
Explanation of Operations from Applicant
Link to Property Website - [www.1500main.com](http://www.1500main.com)
Notice to Neighbors
Mailing Notification List
Aerial View of Property
Vacation Rental Ordinance 50-O-13
VACATION RENTAL LICENSE APPLICATION

A property owner who seeks a Vacation Rental License shall submit a written application that contains all of the information requested below (City Code §5-9-4-(A), as amended).

PLEASE FILL IN ALL SECTIONS. IF APPROPRIATE, MARK “NOT APPLICABLE” OR “N/A.”

Dwelling Unit Address: 1500 MAIN STREET - front
10-24-402-007-0000
PIN: ___________________________ Total # of dwelling units in the building: ___________________________

1. Unit Owners (If a partnership, corporation, or other entity, include its name and the name of the responsible party):
   VIRGINIA CAVALIER
   Names: ___________________________
   Address including City, State, Zip Code: 1500 MAIN STREET - rear
   Phone(s): ___________________________ GINGER@1500MAIN.COM
   Email address(es): ___________________________

2. Name of natural person twenty-one (21) years of age or older, designated by the owner as the authorized agent for receiving notices of city code violations and for receiving process, in any court proceeding or administrative enforcement proceeding, on behalf of such owner in connection with the enforcement of this code. The foregoing notwithstanding, this person may be between eighteen (18) and twenty-one (21) years of age provided that the applicant attaches, to this form, proof that said person has a valid realtor’s license issued pursuant to the Illinois Real Estate License Act, 225 ILCS 454/1-1 et seq., as amended. This person must maintain an office in Cook County, Illinois, or must actually reside within Cook County, Illinois. An owner who is a natural person and who meets the requirements of this subsection as to location of residence or office may designate himself/herself as agent:
   Name of Designated Agent for above purpose: VIRGINIA CAVALIER
   Address, including City, State, ZIP: 1500 MAIN STREET - rear- EVANSTON IL 60202
   Phone(s): ___________________________ GINGER@1500MAIN.COM
   Email address: ___________________________

3. Name of owner’s agent for the purpose of managing, controlling or collecting rents, and any other person who is not an owner but who controls such dwelling unit, if any:
   JIM JANECEK
   Name of Designated Agent for above purpose: ___________________________
   Address, including City, State, ZIP: 1500 MAIN STREET - rear- EVANSTON IL 60202
   Phone(s): ___________________________ JIM@1500MAIN.COM
   Email address: ___________________________

4. Name of each company that provides an insurance policy for the dwelling unit:
   ALLSTATE
   Address, including City, State, ZIP: 1152 WILMETTE, WILMETTE IL 60091
   Phone(s): ___________________________ PAMGLIECH@ALLSTATE.COM
   Email address: ___________________________

Please submit completed application and required documents to: Licensing, Dept. of Health & Human Services
2100 Ridge Ave., Evanston, IL 60201 or email to: egolden@cityofevanston.org

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Vacation Rental Application 1500 Main Street
1 message

Ginger Cavalier <ginger@1500main.com> Tue, Jan 9, 2018 at 5:30 PM
To: egolden@cityofevanston.org, mklotz@cityofevanston.org
Cc: jim@1500main.com

Attached is a Vacation Rental Application for 1500 Main Street.
Also included is some background information on the property, its history and intended use.
I have not sent out any notices to neighbors within a 250ft range yet as I think I need a little guidance on how to properly do that.

This property is considered a "2-Flat" but rather than be laid out by floors (Upstairs unit, Downstairs unit) or side-by-side like a Townhouse, this property is Front and Rear.
It was originally a Grocery Store in Front with an attached Home at the back. I purchased the building in 1974.

The Grocery Store was eventually converted to a completely separate attached dwelling in 1996. The Front has its own entrance and the Back also has its own entrance.
We (the Landlords) live on-site in the Back unit. The Front unit has been rented out as normal leased long-term rental for the past 20 years.

After setting up the Front in 2015 to accommodate my Mother with Alzheimer’s, I realized that I missed being able to "reclaim" the Front at certain times of the year (such as Halloween). My Mother has since passed but we have decided to leave it furnished with all utilities and amenities active and rent out only to tenants with Short Term Needs.

The Front unit is a Two Story, Two bedroom with one full bath and one half bath.
We currently have beds for three people with a maximum of four possible.
One off-street parking space in back is included.
We have a website for further info as needed: www.1500Main.com

The Front is only rented as an entire unit, not individual rooms.

As a Realtor in Evanston, I have found that there is a need for Short Term Furnished Rentals for clients who are either considering moving to Evanston or have property under construction. We have also been approached by neighbors interested in renting the Front for visiting Family at various times during the year.

Over the past year I have rented out the Front to a client transitioning to Evanston while they sold their home in Elgin, as well as another Family who purchased a home at Davis/Forest but needed a furnished place to stay while work was being done. We currently have someone staying for 2 months who works for National Geographic that was transferred to Evanston and is renting short term while looking for a more permanent home here. After that person vacates we have a pair of Visiting Faculty staying for 3 months while they are at Northwestern.

While we primarily look to rent to these types of clients (1-3 months), we would like to have the option of renting to shorter term Guests depending on the situation. We are not interested in maximizing the number of days being rented and currently keep the short term rent high with a minimum of 4 days. The rent is on a sliding scale that goes down the longer one stays.

Ginger Cavalier
1500 Main Street, Evanston IL 60202
847-507-3348

VacationRentalApp-1500Main.pdf
197K
Vacation Rental Application 1500 Main Street

1 message

Ginger Cavalier <ginger@1500main.com>  
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Ginger Cavalier  
1500 Main Street, Evanston IL 60202  
847-507-3348

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VacationRentalApp-1500Main.pdf  
197K
NOTICE:
Virginia Cavalier of 1500 Main Street, Evanston
p. 847-920-8131 e. info@1500main.com

has submitted an application for a Vacation Rental License (City Code § 5-9-4), which is scheduled for review during the public meetings of the Planning & Development Committee and Evanston City Council on April 23, 2018 at 7:15pm in City Council Chambers at Lorraine H. Morton Civic Center 2100 Ridge Avenue Evanston, IL 60201
For inquiries about this application, please contact the Department of Health & Human Services (847) 448-4311
Hello Neighbors!
After renting the Front of 1500 Main Street to Long-Term Tenants since 1995, we are changing things up to accommodate the needs of Shorter Term Rentals.

This means time frames of 1-2 weeks or 1-2 months and allows us to address the temporary needs of Families visiting, Visiting Faculty, and/or potential new Evanstonians that just want to check out the area before moving here.

We already have a Rental License, but the City has a new License for “Short Term” Rentals of less than 30 days that is called: VACATION RENTAL LICENSE. So formal notice is required, see Front of Card.

Ginger & Jim

Attn: Ellyn Golden, Health Dept
2100 Ridge Ave
Evanston IL 60201
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CHAPTER 9 - VACATION RENTALS

SECTION:

5-9-1. - PURPOSE.

The purpose of this Chapter is to promote the public health, safety, and welfare by licensing the operation of vacation rentals within the City of Evanston.

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-2. - DEFINITIONS.

For the purposes of administering this Chapter, the following definition(s) shall apply:

| VACATION RENTAL: | A dwelling unit or portion thereof offered for rent for a period shorter than thirty (30) consecutive days to any person other than a member of the owner’s family, as those terms are defined in Section 6-18-3 of this Code. The term "vacation rental" shall not include hotels or motels, licensed pursuant to Title 3, Chapter 2 of this Code, lodging establishments, licensed pursuant to Title 5, Chapter 2 of this Code, bed and breakfast establishments, licensed pursuant to Title 8, Chapter 19 of this Code, and/or home sharing in accord with Subsection 6-4-1-14-(B) of this Code. |

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-3. - LICENSE REQUIRED; LICENSE TERM; EXEMPTIONS.

(A) It shall be unlawful to operate a vacation rental within the City of Evanston without a current, valid license issued pursuant to the terms of this Chapter.

(B) Each license issued pursuant to this Chapter shall be valid for one (1) year, subject to renewal per Section 4 of this Chapter.

(C) Subsection (A) of this Section notwithstanding, no license shall be required to operate a vacation rental for no more than one (1) rental period per dwelling unit per twelve-month period for:

1. Any dwelling unit;
2. A rental agreement executed pursuant to or in conjunction with a contract to sell the dwelling unit containing the vacation rental;
3. Vacation rental guest(s) who is/are displaced from his/her/their own dwelling unit so that it may be renovated and/or repaired;
4. An operator who will suffer demonstrable hardship.

(Ord. No. 50-O-13, § 2, 6-10-2013)
5-9-4. - APPLICATION; NOTICE; STANDARDS AND PROCEDURES; RENEWAL; FEES.

(A) Applications. A property owner who seeks a vacation rental license pursuant to this Chapter shall submit a written application that contains all information required for a registration statement pursuant to Chapter 8 of this Title.

(B) Notice. Each application shall be accompanied by proof the applicant mailed notice thereof to all owners, whose addresses appear on the current tax assessment list, of real property located within a radius of two hundred fifty feet (250') of the subject property, inclusive of public streets, alleys and other public ways. The notice shall contain the applicant's name, the address of the subject property, the matter under consideration, and the date, time, and location of the relevant meeting of the Planning and Development Committee.

(C) Standards and Procedures for License Approval. The Planning and Development Committee will review all applications for vacation rentals and will report to the City Council upon each application with respect to the standards set forth below. The City Council after receiving said report, may refer the application back to that body for additional review, or, by motion, may approve, approve with conditions, or disapprove, an application for a vacation rental license, upon findings of fact with respect to each of the standards set forth below:

1. The proposed vacation rental will not cause a negative cumulative effect when its effect is considered in conjunction with the effect of other vacation rentals in the immediate neighborhood.
2. The vacation rental will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining properties.
3. The proposed vacation rental will comply with all the rules and regulations contained herein.
4. The proposed vacation rental is not likely to have an adverse effect upon the public health, welfare, or safety.

Regardless of its finding on any or all of the foregoing standards, the City Council may deny a vacation rental license upon a finding that such denial is in the public interest.

(D) Renewal. If a vacation rental license was issued for the prior year, the approval for a renewal license shall be obtained from the City Manager or his/her designee, provided the previously-issued license was not revoked or suspended, and the vacation rental did not receive citation(s) from any City Inspector or Police Officer during said prior calendar year. Every renewal application shall satisfy all requirements set forth in Section 4 of this Chapter.

(E) License Fee. The annual fee for a license issued pursuant to this Chapter shall be fifty dollars ($50.00).

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-5. - REQUIREMENTS AND STANDARDS.

(A) No vacation rental operator shall:

1. Rent or lease any vacation rental for any period of time shorter than twenty-four (24) consecutive hours;
2. Rent or lease any vacation rental more than once within any consecutive twenty-four-hour period measured from the commencement of one rental to the commencement of the next;
3. Advertise an hourly rate or any other rate for a vacation rental based on a rental period of fewer than twenty-four (24) consecutive hours; and/or
4. Serve or otherwise provide any food or beverage to any guest.
5. Cause or permit, by action or failure to act, the vacation rental or its use to suffer from and/or create any violation of the following portions of the City Code: Title 4, "Building Regulations"; Title 5, "Housing Regulations"; Title 6, "Zoning"; Title 8, "Health and Sanitation"; or Title 9, "Public Safety."

(B) Every vacation rental shall be subject to inspection by staff members of the City's Fire, Health, and Community and Economic Development Departments.

(C) Every vacation rental operator shall keep a register in which shall be entered the name of every guest and his/her arrival and departure dates. The operator shall make said register freely accessible to any officer of the City's Police, Fire, Health, and/or Community and Economic Development Departments.

(D) Every vacation rental operator shall post, in a conspicuous place within the vacation rental, the name and telephone number of the operator's authorized agent identified pursuant to Code Section 5-8-3(A)2.

(E) Any kitchen in a vacation rental shall be cleaned and sanitized between guests and all food and beverages shall be discarded. All dishes, utensils, pots, pans and other cooking utensils shall be cleaned and sanitized between guests.

(F) The operator of every vacation rental shall change supplied bed linens and towels therein at least once each week, and prior to the letting of any room to any new guest. The operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-6. - PENALTY.

(A) Any owner, tenant or other person who shall be found to have violated any of the provisions of this Chapter shall be guilty of an offense punishable as follows:

1. The fine for a first violation is two hundred dollars ($200.00).

2. The fine for a second violation is five hundred dollars ($500.00).

3. The fine for a third or subsequent violation is seven hundred fifty dollars ($750.00).

(B) Each day a provision of this Chapter is found to have been violated constitutes a separate violation subject to the fine schedule set forth in this Section.

(C) Any fines shall be debts due and owing to the City that the City may collect by any means allowed by law, including, but not limited to, filing a lien against the vacation rental or the premises containing the vacation rental.

(D) The fines provided for herein shall not be construed as limiting the power of a court of competent jurisdiction or an administrative hearing officer to impose other penalties and/or remedies as provided for by applicable legislation. In addition, a licensee found to have violated any provision of this Chapter may be subject to license revocation, suspension, or nonrenewal.

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-7. - REVOCATION; SUSPENSION; PROCEDURES.

(A) The City Manager may revoke or suspend a license issued pursuant to the terms of this Chapter for any of the following reasons:

1. If the owner of the relevant vacation rental or his/her agent violates any of the terms of this Chapter;
2. If the owner of the vacation rental or his/her agent is deemed to have maintained a nuisance premises therein, in violation of Section 9-5-4 of this Code;

3. If, pursuant to Title 4, Chapter 16 of the City Code, the Director of Community and Economic Development ("Director") deems the vacation rental, or the premises wherein it is located, to be a vacant building, as defined therein; and/or

4. If the City or other governmental agency condemns the vacation rental or the premises wherein it is located.

(B) Not less than fourteen (14) business days prior to a revocation hearing for a license issued pursuant to the terms of this Chapter, the Director shall send, via First Class U.S. mail, a notice of revocation hearing to the owner or his/her authorized agent at the address provided on the most recent license application. Notice shall be sufficient if sent to the address of the authorized agent indicated on the license application. Said notice shall include the following:

1. Description of the vacation rental, sufficient for identification;

2. A statement that the license is subject to revocation;

3. A statement of the reasons for the revocation;

4. The date and time upon which a revocation hearing shall occur; and

5. The location for said revocation hearing.

(C) If the Director certifies to the City Manager that he/she has reason to believe that immediate suspension of the license is necessary to prevent the threat of immediate harm to the community, the City Manager may, upon the issuance of a written order stating the reason for such conclusion and without notice or hearing, order the license suspended for not more than seven (7) days. The City Manager may extend the suspension during the pendency of a hearing upon a written determination that doing so is necessary to prevent the aforesaid harm to the community.

(D) Hearings shall be conducted by the City Manager in accordance with procedures drafted by the Corporation Counsel.

(E) Within ten (10) business days after the close of the hearing, the City Manager shall issue a written decision that shall constitute a final determination for purposes of judicial review pursuant to the Illinois Administrative Review Law, 735 ILCS 5/3-101 et seq., as amended. In reaching a decision, the City Manager may consider any of the following:

1. The nature of the violation;

2. The nature and extent of the harm caused by the licensee's action or failure to act;

3. The factual situation and circumstances surrounding the violation;

4. Whether or not the action or failure to act was willful;

5. The record of the licensee with respect to violations.

(F) A licensee whose license has been revoked shall not be eligible to reapply for a new license.

(Ord. No. 50-O-13, § 2, 6-10-2013)
For City Council meeting of April 23, 2018

Item P2

Business of the City by Motion - Vacation Rental License, 1419 Elmwood Ave.

For Action

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Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Evonda Thomas-Smith, Health Department Director
Ellyn Golden, Environmental Health Licensing Coordinator
Melissa Klotz, Zoning Planner
Meagan Jones, Neighborhood and Land Use Planner

Subject: Vacation Rental License for 1419 Elmwood Ave.

Date: April 12, 2018

Recommended Action:
City staff recommends approval of a Vacation Rental License for the property located at 1419 Elmwood Avenue. The Vacation Rental meets all of the Standards and Procedures for license approval.

Livability Benefits:
Built Environment: Support housing affordability
Economy & Jobs: Retain and expand local businesses

Summary:
1419 Elmwood Ave. is located on the east side of Elmwood Ave. between Lake St. and Greenwood St. in the R5 General Residential District. The property features a single family home. The Vacation Rental is owner occupied and will be operated by the property owners, Roger Brown and Gaylon Emerzian. The property meets the Standards and Procedures as required by Ordinance 50-O-13:

_The proposed Vacation Rental will not cause a negative cumulative effect when its effect is considered in conjunction with the effect of other Vacation Rentals in the immediate neighborhood._ Since there are no other licensed Vacation Rentals within the immediate area, there is no negative cumulative effect. Currently licensed Vacation Rentals include:
### Address and Property Type

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<td>1612 Main St.</td>
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<td>1914 Jackson Ave.</td>
<td>Multi-family Residence - 3 units</td>
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<td>1026 Garnett Pl.</td>
<td>Multi-family Residence - 4 units</td>
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<tr>
<td>1827 Dobson St.</td>
<td>Single Family Attached Residence</td>
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*The Vacation Rental will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining properties.* The property in question is adjacent to similar single family residences, multiple family residences and commercial property (to the east). According to the applicant all property owners within 250' of the subject property have been notified of the proposed Vacation Rental. Staff is not aware of opposition to the proposal.

*The proposed Vacation Rental will comply with all the rules and regulations contained herein.* The applicant has complied with all applicable rules and regulations, including notification to all property owners within 250' of the subject property.

*The proposed Vacation Rental is not likely to have an adverse effect upon the public health, welfare, or safety.* The subject property does not feature any open zoning or property standards violations. City staff is not aware of any nuisance issues specific to the site that could become concerns if the property operates as a Vacation Rental. The property is sufficient in parking for the Vacation Rental units, with a detached garage and some 2-hour on-street parking in the area. Additionally, the Health and Human Services Department requires an inspection of life safety issues prior to issuing a license.

**Attachments:**
- Vacation Rental License Application – submitted January 8, 2018
- Explanation of Operations from Applicant
- Notice to Neighbors
- Mailing Notification List
- Aerial View of Property
- Vacation Rental Ordinance 50-O-13
VACATION RENTAL LICENSE APPLICATION

A property owner who seeks a Vacation Rental License shall submit a written application that contains all of the information requested below (City Code §5-9-4-(A), as amended).
All vacation rentals are for a duration of less than 30 consecutive days.

PLEASE FILL IN ALL SECTIONS. IF APPROPRIATE, MARK “NOT APPLICABLE” OR “N/A.”

Dwelling Unit Address: 1419 ELMWOOD AVE, EVANSTON, IL 60201

PIN: 11-18-323-006-000 Total # of dwelling units in the building: SINGLE FAMILY

Please provide a short summary explaining how the rental will operate (how often, how many rooms, etc.)

2 bedrooms with a minimum of one night rental and maximum of 1 week. Hope to rent 20 nights a month. One or both owners are on premises at all times.

1. Unit Owners (If a partnership, corporation, or other entity, include its name and the name of the responsible party):

Names: ROGER BROWN AND GAYLON EMERZIAN (HUSBAND & WIFE)

Address including City, State, Zip Code: 1419 ELMWOOD AVE, EVANSTON, IL 60201

Phone(s): 847-274-9004 (GE) Email address(es): gaylon.emerzian@gmail.com
847-274-1001 (RB) roger.brown@trillfilm.com

2. Name of natural person twenty-one (21) years of age or older, designated by the owner as the authorized agent for receiving notices of city code violations and for receiving process, in any court proceeding or administrative enforcement proceeding, on behalf of such owner in connection with the enforcement of this code. The foregoing notwithstanding, this person may be between eighteen (18) and twenty-one (21) years of age provided that the applicant attaches, to this form, proof that said person has a valid realtor's license issued pursuant to the Illinois Real Estate License Act, 225 ILCS 454/1-1 et seq., as amended. This person must maintain an office in Cook County, Illinois, or must actually reside within Cook County, Illinois. An owner who is a natural person and who meets the requirements of this subsection as to location of residence or office may designate himself/herself as agent:

Name of Designated Agent for above purpose: N/A

Address, including City, State, ZIP: ________________________________

Phone(s): __________________________ Email address: __________________________

3. Name of owner's agent for the purpose of managing, controlling or collecting rents, and any other person who is not an owner but who controls such dwelling unit, if any:

Name of Designated Agent for above purpose: N/A

Address, including City, State, ZIP: ________________________________

Phone(s): __________________________ Email address: __________________________

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571 of 684
4. Name of each company that provides an insurance policy for the dwelling unit:

**AAA Insurance**

Address, including City, State, ZIP: P.O. Box 740860, CINCINNATI OH 45274

Phone(s): 708/423-2350 Email address: glerea@boschbach.com

**BUSCHBACH INS. AGENCY**

Inspection:

A pre-approval licensing inspection for life and safety matters of the dwelling is required. All issues found during the inspection must be corrected before the issuance of a license.

Notice:

Each applicant must submit prior to the Planning and Development Committee, P&D, proof of mailed notices to all owners whose addresses appear on the current tax assessment list of real estate property located within radius of 250 feet of the subject property, inclusive of public streets, alleys and other public ways.

The notice must include applicant's name, the address of the subject property, the matter under consideration, and the date, time and location of the meeting of the Planning and Development Committee.

You will be informed by the Health Department when to distribute the notices after the P & D Committee and City Council meeting date for your application is confirmed.

Approval:

Each application must be reviewed by P & D Committee and City Council before approval is granted.

*Please submit completed application and required documents to: Licensing, Dept. of Health & Human Services 2100 Ridge Ave., Evanston, IL 60201 or email to: egolden@cityofevanston.org*
Dear Neighbors,

We are in the process of applying for a license from the City of Evanston to rent rooms in our house through Airbnb. As part of the process, we have already had inspections to insure the safety of our future guests. We are also required to contact all of our neighbors with a 250 foot radius of our home. That’s why we are writing to you today.

While we were traveling for business, we often rented rooms through Airbnb and as a result have met many hosts and fellow travelers. The Airbnb community is wonderful and welcoming. Our Airbnb hosts have encouraged to become hosts as well.

Both my husband and I have been part of the hospitality business and Airbnb is a good fit for us as we go into retirement and are faced with a fixed income.

1. Airbnb allows us to communicate with the renters in advance so we can determine why they are coming to the area and for what purpose.

2. Because we are semi-retired, one of us will be in the home at all times during their stay.

3. From the research we have done, we anticipate that the renters to be mostly students interviewing for the various masters programs at Northwestern, parents visiting their students during university events and young doctors visiting St. Francis or NorthShore Hospital while interviewing for residencies.

4. The few renters that drive will be parking in our driveway and not on the street. But we anticipate that most will come via taxi or Uber.

5. As many of you know, we often have guests in our home and we don't think this will be much different. We’re quiet people and will hold our guests to the same standard. There will be no crowds partying (no crowds at all, in fact, just singles and couples). Most guests are coming for business and need their sleep.

If you have any questions or concerns, we would be happy to talk with you. Please contact us at roger.brown@gmail.com or gaylon.emerzian@gmail.com.

Gaylon Emerzian and Roger Brown
1419 Elmwood Ave.
(The yellow house with the green trim and the lovely gardens)
NOTICE

Gaylon Emerzian
1419 Elmwood Ave.
Evanston IL 60201
Gaylon.emerzian@gmail.com
847-274-9004

has submitted an application for a **Vacation Rental License (City Code § 5-9-4)**, which is scheduled for review during the public meetings of the Planning & Development Committee and Evanston City Council on

**April 23, 2018**
*at 7:15 PM*
*In City Council Chambers at*
*Lorraine H. Morton Civic Center*
*2100 Ridge Avenue*
*Evanston, IL 60201*

For inquiries about this application, please contact
Ellyn Golden
Department of Health & Human Services
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

(847) 448-4311
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CHAPTER 9 - VACATION RENTALS

SECTION:

5-9-1. - PURPOSE.

The purpose of this Chapter is to promote the public health, safety, and welfare by licensing the operation of vacation rentals within the City of Evanston.

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-2. - DEFINITIONS.

For the purposes of administering this Chapter, the following definition(s) shall apply:

| VACATION RENTAL: | A dwelling unit or portion thereof offered for rent for a period shorter than thirty (30) consecutive days to any person other than a member of the owner's family, as those terms are defined in Section 6-18-3 of this Code. The term "vacation rental" shall not include hotels or motels, licensed pursuant to Title 3, Chapter 2 of this Code, lodging establishments, licensed pursuant to Title 5, Chapter 2 of this Code, bed and breakfast establishments, licensed pursuant to Title 8, Chapter 19 of this Code, and/or home sharing in accord with Subsection 6-4-1-14-(B) of this Code. |

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-3. - LICENSE REQUIRED; LICENSE TERM; EXEMPTIONS.

(A) It shall be unlawful to operate a vacation rental within the City of Evanston without a current, valid license issued pursuant to the terms of this Chapter.

(B) Each license issued pursuant to this Chapter shall be valid for one (1) year, subject to renewal per Section 4 of this Chapter.

(C) Subsection (A) of this Section notwithstanding, no license shall be required to operate a vacation rental for no more than one (1) rental period per dwelling unit per twelve-month period for:

1. Any dwelling unit;

2. A rental agreement executed pursuant to or in conjunction with a contract to sell the dwelling unit containing the vacation rental;

3. Vacation rental guest(s) who is/are displaced from his/her/their own dwelling unit so that it may be renovated and/or repaired;

4. An operator who will suffer demonstrable hardship.

(Ord. No. 50-O-13, § 2, 6-10-2013)
5-9-4. - APPLICATION; NOTICE; STANDARDS AND PROCEDURES; RENEWAL; FEES.

(A) Applications. A property owner who seeks a vacation rental license pursuant to this Chapter shall submit a written application that contains all information required for a registration statement pursuant to Chapter 8 of this Title.

(B) Notice. Each application shall be accompanied by proof the applicant mailed notice thereof to all owners, whose addresses appear on the current tax assessment list, of real property located within a radius of two hundred fifty feet (250') of the subject property, inclusive of public streets, alleys and other public ways. The notice shall contain the applicant's name, the address of the subject property, the matter under consideration, and the date, time, and location of the relevant meeting of the Planning and Development Committee.

(C) Standards and Procedures for License Approval. The Planning and Development Committee will review all applications for vacation rentals and will report to the City Council upon each application with respect to the standards set forth below. The City Council after receiving said report, may refer the application back to that body for additional review, or, by motion, may approve, approve with conditions, or disapprove, an application for a vacation rental license, upon findings of fact with respect to each of the standards set forth below:

1. The proposed vacation rental will not cause a negative cumulative effect when its effect is considered in conjunction with the effect of other vacation rentals in the immediate neighborhood.
2. The vacation rental will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining properties.
3. The proposed vacation rental will comply with all the rules and regulations contained herein.
4. The proposed vacation rental is not likely to have an adverse effect upon the public health, welfare, or safety.

Regardless of its finding on any or all of the foregoing standards, the City Council may deny a vacation rental license upon a finding that such denial is in the public interest.

(D) Renewal. If a vacation rental license was issued for the prior year, the approval for a renewal license shall be obtained from the City Manager or his/her designee, provided the previously-issued license was not revoked or suspended, and the vacation rental did not receive citation(s) from any City Inspector or Police Officer during said prior calendar year. Every renewal application shall satisfy all requirements set forth in Section 4 of this Chapter.

(E) License Fee. The annual fee for a license issued pursuant to this Chapter shall be fifty dollars ($50.00).

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-5. - REQUIREMENTS AND STANDARDS.

(A) No vacation rental operator shall:

1. Rent or lease any vacation rental for any period of time shorter than twenty-four (24) consecutive hours;
2. Rent or lease any vacation rental more than once within any consecutive twenty-four-hour period measured from the commencement of one rental to the commencement of the next;
3. Advertise an hourly rate or any other rate for a vacation rental based on a rental period of fewer than twenty-four (24) consecutive hours; and/or
4. Serve or otherwise provide any food or beverage to any guest.
5. Cause or permit, by action or failure to act, the vacation rental or its use to suffer from and/or create any violation of the following portions of the City Code: Title 4, "Building Regulations"; Title 5, "Housing Regulations"; Title 6, "Zoning"; Title 8, "Health and Sanitation"; or Title 9, "Public Safety."

(B) Every vacation rental shall be subject to inspection by staff members of the City's Fire, Health, and Community and Economic Development Departments.

(C) Every vacation rental operator shall keep a register in which shall be entered the name of every guest and his/her arrival and departure dates. The operator shall make said register freely accessible to any officer of the City's Police, Fire, Health, and/or Community and Economic Development Departments.

(D) Every vacation rental operator shall post, in a conspicuous place within the vacation rental, the name and telephone number of the operator's authorized agent identified pursuant to Code Section 5-8-3(A)2.

(E) Any kitchen in a vacation rental shall be cleaned and sanitized between guests and all food and beverages shall be discarded. All dishes, utensils, pots, pans and other cooking utensils shall be cleaned and sanitized between guests.

(F) The operator of every vacation rental shall change supplied bed linens and towels therein at least once each week, and prior to the letting of any room to any new guest. The operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-6. - PENALTY.

(A) Any owner, tenant or other person who shall be found to have violated any of the provisions of this Chapter shall be guilty of an offense punishable as follows:

1. The fine for a first violation is two hundred dollars ($200.00).
2. The fine for a second violation is five hundred dollars ($500.00).
3. The fine for a third or subsequent violation is seven hundred fifty dollars ($750.00).

(B) Each day a provision of this Chapter is found to have been violated constitutes a separate violation subject to the fine schedule set forth in this Section.

(C) Any fines shall be debts due and owing to the City that the City may collect by any means allowed by law, including, but not limited to, filing a lien against the vacation rental or the premises containing the vacation rental.

(D) The fines provided for herein shall not be construed as limiting the power of a court of competent jurisdiction or an administrative hearing officer to impose other penalties and/or remedies as provided for by applicable legislation. In addition, a licensee found to have violated any provision of this Chapter may be subject to license revocation, suspension, or nonrenewal.

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-7. - REVOCATION; SUSPENSION; PROCEDURES.

(A) The City Manager may revoke or suspend a license issued pursuant to the terms of this Chapter for any of the following reasons:

1. If the owner of the relevant vacation rental or his/her agent violates any of the terms of this Chapter;
2. If the owner of the vacation rental or his/her agent is deemed to have maintained a nuisance premises therein, in violation of Section 9-5-4 of this Code;

3. If, pursuant to Title 4, Chapter 16 of the City Code, the Director of Community and Economic Development ("Director") deems the vacation rental, or the premises wherein it is located, to be a vacant building, as defined therein; and/or

4. If the City or other governmental agency condemns the vacation rental or the premises wherein it is located.

(B) Not less than fourteen (14) business days prior to a revocation hearing for a license issued pursuant to the terms of this Chapter, the Director shall send, via First Class U.S. mail, a notice of revocation hearing to the owner or his/her authorized agent at the address provided on the most recent license application. Notice shall be sufficient if sent to the address of the authorized agent indicated on the license application. Said notice shall include the following:

1. Description of the vacation rental, sufficient for identification;
2. A statement that the license is subject to revocation;
3. A statement of the reasons for the revocation;
4. The date and time upon which a revocation hearing shall occur; and
5. The location for said revocation hearing.

(C) If the Director certifies to the City Manager that he/she has reason to believe that immediate suspension of the license is necessary to prevent the threat of immediate harm to the community, the City Manager may, upon the issuance of a written order stating the reason for such conclusion and without notice or hearing, order the license suspended for not more than seven (7) days. The City Manager may extend the suspension during the pendency of a hearing upon a written determination that doing so is necessary to prevent the aforesaid harm to the community.

(D) Hearings shall be conducted by the City Manager in accordance with procedures drafted by the Corporation Counsel.

(E) Within ten (10) business days after the close of the hearing, the City Manager shall issue a written decision that shall constitute a final determination for purposes of judicial review pursuant to the Illinois Administrative Review Law, 735 ILCS 5/3-101 et seq., as amended. In reaching a decision, the City Manager may consider any of the following:

1. The nature of the violation;
2. The nature and extent of the harm caused by the licensee's action or failure to act;
3. The factual situation and circumstances surrounding the violation;
4. Whether or not the action or failure to act was willful;
5. The record of the licensee with respect to violations.

(F) A licensee whose license has been revoked shall not be eligible to reapply for a new license.

(Ord. No. 50-O-13, § 2, 6-10-2013)
For City Council meeting of April 23, 2018

Ordinance 29-O-18 Amending Title 2, Chapter 8 of the Evanston City Code, “Historic Preservation”

For Introduction

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Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Erika Storlie, Assistant City Manager/ Acting Director of Community Development
Scott Mangum, Planning and Zoning Administrator
Carlos D. Ruiz, Senior Planner/Preservation Coordinator

Subject: Ordinance 29-O-18, Amending Title 2, Chapter 8 of the Evanston City Code, “Historic Preservation”

Date: March 21, 2018

Recommended Action:
The Preservation Commission and staff recommend City Council approval of Ordinance 29-O-18, Amending Title 2, Chapter 8 of the Evanston City Code, “Historic Preservation.”

Livability Benefits:
Education, Arts & Community: Preserve and reuse historic structures and sites.

Summary:
The City Council adopted the current Preservation Ordinance on March 21, 1994 (12-O-94). This ordinance authorized the Preservation Commission to conduct binding review on exterior work, when visible from the public way, and when a building permit is required for all properties within designated local Historic Districts and for designated Evanston landmarks.

Since April of 2016 the Commission’s Historic Preservation Ordinance Review Subcommittee held fourteen public meetings, ending on January 4, 2018, where the subcommittee with assistance of City staff (Planning and Zoning and Law Department) prepared the draft of the proposed Ordinance 29-O-18.
The focus of the text amendment is to update, when appropriate, the language and definitions and also streamline procedures to make it more user friendly for the staff, the Commission, and the public. The original intent and principles of the current Preservation Ordinance have been maintained.

**Legislative History:**
March 13, 2018 – The Preservation Commission voted, 9-0, to recommend City Council approval of Ordinance 29-O-18, Amending Title 2, Chapter 8 of the Evanston City Code, “Historic Preservation.”

**Attachments:**
Proposed Ordinance 29-O-18
March 13, 2018 Preservation Commission meeting minutes (Draft).
29-O-18

AN ORDINANCE

Amending Title 2, Chapter 8 of the Evanston City Code, “Historic Preservation”

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

SECTION 1: City Code Title 2, Chapter 8, “Historic Preservation” of the Evanston City Code of 2012, as amended (“City Code”), is hereby amended in its entirety and shall read as follows:

CHAPTER 8 - HISTORIC PRESERVATION

2-8-1. - STATEMENT OF PURPOSE.

The purpose of this Chapter is to promote the educational, cultural, economic and general welfare of the City by:

(A) Identifying, preserving, protecting, enhancing and encouraging the continued utilization and the rehabilitation of such areas, properties, districts, sites, buildings, structures, sites and objects having a special historical, community, architectural or aesthetic interest or value to the City and its citizens, as described in 65 ILCS 5/11-48.2-1.

(B) Safeguarding the City's historic and cultural heritage, as embodied and reflected in such areas, properties, districts, sites, buildings, structures, sites and objects determined eligible for designation by ordinance as landmarks and historic districts;

(C) Fostering civic pride in the beauty and noble accomplishments of the past as represented in such landmarks and districts;

(D) Protecting and enhancing the attractiveness of the City to everyone, including homeowners, home buyers, tenants, tourists, visitors, students, employers, employees, and businesses and shoppers, and thereby supporting and promoting business, commerce, industry and tourism, and providing economic benefit to the City;

(E) Fostering and encouraging preservation, restoration and rehabilitation of areas, properties, districts, sites, buildings, structures, sites and objects, including entire districts and neighborhoods, and thereby preventing future urban blight and urban neighborhood deterioration;
(F) Fostering the education, pleasure, and welfare of the people of Evanston through the designation of landmarks and districts;

(G) Encouraging orderly and efficient development that recognizes the special value to the City of the protection of areas, properties, protecting districts, sites, buildings, structures, sites and objects as landmarks and districts;

(H) Continuing the preparation of surveys and studies of Evanston's historical and architectural resources and maintaining and updating a register of areas, properties, districts, sites, buildings, structures, sites and objects that may be worthy of landmark designation; and

(I) Encouraging public participation in identifying and preserving historical and architectural resources through public hearings on proposed designations, work as well as reviewing and recommending applications for certificates of appropriateness ("COA") applications, and economic hardship, or and special merit applications.

2-8-2. - DEFINITIONS.
In the event of a conflict between the following definitions and the definitions included in any other ordinance of the City of Evanston, the following definitions shall control:

<table>
<thead>
<tr>
<th>ALTERATION.</th>
<th>Any act or process requiring a building permit or demolition permit, or any act or process included in Subsection 2-8-8(A)2 of this Chapter, that changes one or more of the historic, cultural, architectural or archaeological features of a district, an area, property, structure, site or object, including, but not limited to, the erection, construction, reconstruction, or relocation, land altering activity, or subdivision of any property, site, building, structure or object, or any part of a property, site, building, structure or object, or land altering activities.</th>
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<tr>
<td>APPLICANT.</td>
<td>A person who submits an application for issuance of a certificate of appropriateness, certificate of economic hardship or certificate of special merit; recommendation for planned development, subdivision, re-subdivision, or consolidation; appeals; or landmark and historic district nominations.</td>
</tr>
<tr>
<td>APPLICATION.</td>
<td>A form submitted for approval of alteration, construction, demolition or relocation that requires issuance of a certificate of appropriateness, certificate of economic hardship or certificate of special merit; a recommendation for planned development, subdivision, re-subdivision, consolidation; appeals; or landmark and historic district nominations.</td>
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<tr>
<td><strong>AREA.</strong></td>
<td>A specific geographic division of the City of Evanston.</td>
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<td><strong>BUSINESS DAY.</strong></td>
<td>A day on which the Division of Planning and Zoning is open for business.</td>
</tr>
<tr>
<td><strong>CERTIFICATE OF APPROPRIATENESS.</strong></td>
<td>A certificate issued by the Commission indicating review and authorization of plans for alteration, construction, demolition, or relocation of a landmark, or property, site, building, structure, site or object within a district.</td>
</tr>
<tr>
<td><strong>CERTIFICATE OF ECONOMIC HARDSHIP.</strong></td>
<td>A certificate issued by the Commission after a determination by the Commission that the previous denial of a certificate of appropriateness has resulted in a denial of all reasonable use of and return from the site, building, structure, or object or property.</td>
</tr>
<tr>
<td><strong>CERTIFICATE OF SPECIAL MERIT.</strong></td>
<td>A certificate issued by the City Council, after the Commission’s previous denial of a certificate of appropriateness has previously been denied by the Commission, upon a determination by the City Council that the proposed project meets the criteria and standards in Subsections 2-8-11(B) and (C) of this Chapter.</td>
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<tr>
<td><strong>COMMISSION.</strong></td>
<td>The Evanston Preservation Commission.</td>
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<tr>
<td><strong>COMMISSIONERS.</strong></td>
<td>Persons appointed by the Mayor, with the advice and consent of the City Council, to the Evanston Preservation Commission.</td>
</tr>
<tr>
<td><strong>CONSTRUCTION.</strong></td>
<td>The act of adding an addition onto an existing structure or the erection of a new principal or accessory structure on a property or site that requires a building permit.</td>
</tr>
<tr>
<td><strong>CONTRIBUTING SIGNIFICANCE.</strong></td>
<td>A classification applied to an area, property a site, building, structure, site or object within a local historic district signifying that it contributes generally to the qualities that give the district historic, cultural, architectural or archaeological significance as embodied in the criteria for designating a district. An area, property a site, building, structure, site or object can be contributing even if it has been altered, as long as it maintains the character defined for the district.</td>
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<tr>
<td><strong>COUNCIL or CITY COUNCIL.</strong></td>
<td>The City Council of the City of Evanston, Illinois.</td>
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<td><strong>DAPR</strong></td>
<td>The City of Evanston Design and Project Review Committee</td>
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<tr>
<td><strong>DEMOLITION.</strong></td>
<td>Any act or process that destroys permanently removes all or any structural or visible architectural part of an exterior wall, foundation, interior or exterior column or load bearing wall, roof structures, or any structural or visible architectural part of a landmark or a property, site, building, structure, site or object, located within a local historic district.</td>
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<tr>
<td><strong>DESIGN GUIDELINE.</strong></td>
<td>Any design standard specified by the Commission for alteration, construction, or relocation that is unique to a particular landmark or district to be used in conjunction with other design standards for review in this Chapter, and the United States Secretary of Interior's &quot;Standards for Rehabilitation of Historic Properties,&quot; as amended.</td>
</tr>
<tr>
<td><strong>DEVELOPMENT PLAN.</strong></td>
<td>A comprehensive plan, approved by the City Council, for the development of a specific site, which includes a written description of the structure or structures to be constructed on the site and the intended use of the structures. Development plan includes, but is not limited to, any plan approved as a &quot;planned development&quot; (as defined in the City's Zoning Ordinance), and a plan approved by City Council for the Northwestern University/Evanston Research Park.</td>
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<tr>
<td><strong>DISTRICT.</strong></td>
<td>An identifiable area with definable boundaries designated as an &quot;Historic District&quot; by the Council and in which a significant number of the properties, structures, sites or objects have a high degree of historic, cultural, architectural or archaeological significance and integrity. Many of the properties, structures, sites or objects included in the district may qualify as landmarks and may or may not be contiguous. For purposes of this Chapter, and unless otherwise expressly provided by Council in the ordinance for designation, all designations shall presumptively include the lot(s) of record associated with structures and objects located in the district.</td>
</tr>
<tr>
<td><strong>DIVISION OF BUILDING AND INSPECTION SERVICES:</strong></td>
<td>The Evanston Division of Building and Inspection Services, a division of the Department of Community and Economic Development.</td>
</tr>
<tr>
<td><strong>DIVISION OF PLANNING AND ZONING:</strong></td>
<td>The Evanston Division of Planning and Zoning, a division of the Department of Community &amp; Economic Development.</td>
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<tr>
<td><strong>ENTITY.</strong></td>
<td>A corporation, limited liability company, governmental agency, business trust, estate, trust, partnership, or association having a single or joint or common interest.</td>
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<td><strong>EXTERIOR ARCHITECTURAL APPEARANCE.</strong></td>
<td>The architectural character and general composition of the exterior of a property, site, building, structure or object, visible from a public street or public way, including but not limited to the kind and texture of the building material and the type, design and character of all architectural details and elements, including, but not limited to, roofs, eaves, windows, walls, doors, stairs, balustrades, railings, light fixtures, trim and signs. For purposes of this Chapter, public way does not include Lake Michigan.</td>
</tr>
<tr>
<td><strong>LAND ALTERING ACTIVITY.</strong></td>
<td>Any act or process requiring a permit that changes one or more of the historic, cultural, architectural, or archaeological features of an area, district, property, or site, including but not limited to, berming, scraping, leveling, grading, pile driving, excavating, paving, hard scape, and compacting.</td>
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<tr>
<td><strong>LOCAL HISTORIC DISTRICT.</strong></td>
<td>An identifiable area with definable boundaries designated as &quot;Historic District&quot; by the City Council and in which a significant number of the sites, buildings, structures, or objects have a high degree of historic, cultural, architectural or archaeological significance and integrity. Many of the sites, buildings, structures, or objects included in the district may qualify as landmarks and may or may not be contiguous. For purposes of this Chapter, and unless otherwise expressly provided by Council in the ordinance for designation, all district designations shall presumptively include all of the lot(s) of record associated with sites, buildings, structures, and objects located in the district.</td>
</tr>
<tr>
<td><strong>LOCAL LANDMARK.</strong></td>
<td>A property building, structure, site or object designated as a &quot;landmark&quot; by the Council that has a high degree of historic, cultural, architectural or archaeological significance to the City of Evanston. For purposes of this Chapter and unless otherwise expressly provided by Council in the ordinance for designation, all designations shall presumptively include the lot(s) of record associated with the structure or object designated as a landmark.</td>
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<td><strong>LOT OF RECORD.</strong></td>
<td>Parcel of land that is part of a subdivision, the plat of which has been recorded in the office of the Recorder of Deeds of Cook County, or a parcel of land, the deed to which has been recorded in the office of the Recorder of Deeds of Cook County.</td>
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<td><strong>MEMBERS.</strong></td>
<td>Ex officio and associate members. Members of the Evanston Preservation Commission.</td>
</tr>
<tr>
<td><strong>NOMINATOR.</strong></td>
<td>A person, or persons or entity who submit a form for the designation of a local landmark or local historic district.</td>
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<td><strong>NONCONTRIBUTING.</strong></td>
<td>A designation applied to a property building, structure, site or object within a district indicating that it is not a representation of the qualities that give the district historic, cultural, architectural or archaeological significance as embodied in the criteria for designating a district.</td>
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<tr>
<td><strong>OBJECT.</strong></td>
<td>Anything constructed, fabricated or created, the use of which does not require permanent or semi-permanent location on or in the ground, and can be moved from one location to another, including without limitation: ships, boats, railroad cars, automobiles, wagons, tractors, statues and works of art.</td>
</tr>
<tr>
<td><strong>OWNER OF RECORD.</strong></td>
<td>For purposes of this Chapter, owner of record shall mean any person having a legal or equitable interest in a property. The owner of record shall be established by reference to the most current property tax assessment rolls as maintained by the Assessor of Cook County.</td>
</tr>
<tr>
<td><strong>PERSON.</strong></td>
<td>An individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two (2) or more persons One (1) or more individuals or entities having a joint or common interest, or any other legal entity having a legal or equitable interest in a property.</td>
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| **PLAN COMMISSION.** | The Evanston Plan Commission. |
| **PROJECT.** | Any alteration, construction, demolition or relocation of an area, property, site, building, structure, site or object. |
| **PROPERTY.** | Land and structures or land and objects identified as a separate lot for purposes of the subdivision and zoning regulations of the City of Evanston. A site, building, structure, or object and any associated land or lot of record. |
| **RELOCATION.** | Any repositioning of a building, structure, or object on its site or to another site. |
| **REPAIR.** | Any change, repair, restoration to an area, property, site, building, structure, site or object that is not alteration, construction, relocation or demolition. |
| **RULES.** | The rules and procedures of the Evanston Preservation Commission. |
| **SITE.** | The location of an event, building, activity, structure, object, activity or event. |
| **STRUCTURE.** | Anything constructed or erected, the use of which requires, directly or indirectly, a permanent location on or in the ground, including without limitation buildings, garages, fences, gazebos, fountains, solar panels, water features, mechanical equipment, signs, billboards, antennas, satellite sending or receiving dishes or towers, swimming pools, walls, steps, sidewalks and works of art. |

2-8-3. - EVANSTON PRESERVATION COMMISSION.

(A) Composition.

1. The Evanston Preservation Commission is hereby reestablished, and the same shall consist of up to eleven (11) citizen members, each of whom shall reside in the City, and shall have demonstrated interest, knowledge, ability, and experience or expertise in architectural restoration, rehabilitation or neighborhood conservation or revitalization. The membership positions shall be filled by appointment by the Mayor with the
advice and consent of Council. Each Commissioner shall have one (1) vote.

2. **Ex Officio Members and Associates Members.**
   
   (a) In addition to the Commissioners appointed pursuant to Subsection 2-8-3(B), the following persons or their designee shall be deemed ex officio members of the Commission.
   
   (1) The Mayor.
   (2) A member of the Council.
   (3) A member of the Evanston Plan Commission.
   (4) The Director of the Department of Community and Economic Development Department.
   (5) The City Manager.
   (6) The Director of Public Works Agency.
   
   (b) The Commissioners may from time to time elect associate members of the Commission utilize the assistance of other residents of the City (including former Members) whose expertise and interest shall be deemed necessary or desirable to further the work of the Commission.
   
   (1) Associate members shall serve for a period of one year, and shall be eligible for re-election.
   
   (2) Associate members shall be residents of the City.
   
   (c) All Ex Officio members (and other associates who are not current Members) shall be nonvoting.

(B) **Appointment, Terms, Vacancies and Relocation.**

1. Commissioners shall be appointed by the Mayor with the advice and consent of Council for terms of three (3) years. Appointments shall be staggered so that the terms of not more than four (4) Commissioners shall expire in any calendar year. A Commission member may be reappointed only once. When a vacancy is created by the resignation or death of a member prior to the expiration of that member's term, the member appointed to fill this vacancy shall be appointed to a full term.

2. When a vacancy is created by the removal, resignation, or death of a member prior to the expiration of that member's term, the member appointed to fill this vacancy shall be appointed to a full term.

2-3. Commissioners shall not be eligible to serve more than two (2) consecutive full terms. Each commissioner serving on the commission at the time of the adoption of this chapter shall be allowed to continue to serve through the end of his/her term.

3. Permanent vacancies on the commission shall be filled by the Mayor with the advice and consent of Council for the unexpired term of the former commissioner.

4. Any commissioner may be removed from office at any time by the Mayor for failure to regularly attend meetings or inattention to duties and responsibilities.

(C) **Compensation.** Commissioners and members shall serve without compensation.

(D) **Officers.**
1. Officers of the commission shall consist of a chair, vice chair, and secretary elected by the commissioners at the January meeting of the Commission.

2. The chair, vice chair and secretary and any other officers of the Commission shall be elected by the Commission and shall serve a term of one year and shall be eligible for re-election. The secretary shall keep the minutes and a permanent record of all resolutions, motions, transactions and determinations. Such records, unless exempt from disclosure by legislation, shall be public records open to inspection during working hours upon reasonable notice. The secretary shall publish and distribute copies of the minutes, reports and decisions of the Commission to commissioners and members and to others that have been approved by the Commission. The duties of the secretary may be delegated to the City Manager or his/her designee by the chair, vice chair or a majority of the commissioners.

3. In the absence of the chair, the vice chair shall act as chair and shall have all the powers of the chair. The vice chair shall have such other powers and duties as may from time to time be provided by the rules of the Commission.

4. If an officer’s term expires prior to the annual January election, a new officer will be elected by the commissioners to serve until the annual election of officers.

(E) Meetings, Hearings, Procedures and Decisions.

1. Regular meetings of the Commission shall be held no less frequently than monthly, unless prevented by lack of a quorum or lack of applications for review. Special meetings may be called by the chair or any three (3) commissioners. All meetings, hearings and deliberations shall be open to the public except as may be provided for in the Illinois Open Meetings Act. Testimony at any hearing may be required by the Commission to be given under oath.

2. The Commission shall adopt its own procedural rules for the conduct of its business not inconsistent with the statutes of the state, this Chapter and the Council rules. Such rules shall be filed with the secretary to the Commission and with the City Clerk. Any rule so adopted which relates solely to the conduct of hearings, and which is not required by the statutes of the state or by the City Council or by this chapter, may be waived by the chair upon good cause being shown.

3. The Commission, by its rules, may create a subcommittee structure to enhance efficiency in consideration of Commission business.

4. No motion shall be passed by the Commission which could in any manner deprive or restrict the owner of a property, structure, site or object in its use, alteration, maintenance, disposition or demolition until such owner or their representative shall first have had the opportunity to be heard at a public meeting of the Commission.

5. Every final decision of the Commission and every recommendation it makes to the City Council or its duly authorized committee shall include
written findings of fact, and shall specify the reason or reasons for such decision or recommendation.

6. The secretary or designated staff shall mail provide notice of any decision of the Commission to the applicant and any designated interested parties within five (5) business days of such decision.

7. A quorum shall consist of six (6) a majority of the currently appointed commissioners for any regular or special meeting. A meeting of the Commission cannot be called to order without establishment of a quorum.

(F) Conflicts of Interest. No commissioner or member shall participate in the hearing or disposition of any matter before the Commission in which he/she has a pecuniary interest. Further, commissioners and members of the commission are subject to the Evanston code of ethics, as amended, Title 1, Chapter 10 of this Code.

(G) Powers and Duties. The Commission shall have the following powers and duties:

1. To conduct an ongoing survey to identify historically, culturally, architecturally and archaeologically significant areas, properties, districts, sites, buildings, structures, sites and objects.

2. To investigate and make recommendations to the City Council or its duly authorized committee concerning the adoption of ordinances designating areas, properties, districts, sites, buildings, structures, sites and objects as landmarks and districts.

3. To keep a register of all areas, properties, districts, sites, buildings, structures, sites and objects that have been designated as landmarks or districts by City Council and by ordinance, including all information required as part of each designation.

4. To create an appropriate system of plaques for identification of individual landmarks and make recommendations for the design and implementation of specific marking of streets and routes leading from one landmark or district to another, or marking the limits of the district.

5. To advise and assist owners of landmarks and properties, structures, sites or objects within districts on technical aspects of preservation, renovation, rehabilitation and reuse, and for procedures for listing in other registers of significant areas, properties, districts, sites, buildings, structures, sites and objects, including the National Register of Historic Places.

6. To nominate areas, properties, districts, sites, buildings, structures, sites and objects to the National Register of Historic Places and to the Illinois Register of Historic Places or other state or local designation and to guide owners in the processes of nominating their properties to the National Register of Historic Places and the Illinois Register of Historic Places or other state or local designation.

7. To participate in the "Certified Local Government” program of the National Historic Preservation Act, as amended, and the Illinois State Historic Preservation Agency Office; and carry out any responsibilities delegated to the Commission under that program, including review and comment on any National Register nominations submitted to the Commission upon request of the Council, attendance at informational and
educational programs sponsored by the Illinois State Historic Preservation Agency, and preparation of an annual report of the activities of the Commission.

8. To inform and educate the citizens of Evanston concerning the historic, cultural, architectural and archaeological heritage of the City by publishing appropriate maps, newsletters, brochures and pamphlets, and by sponsoring programs and seminars.

9. To prepare and distribute application forms for the review of proposed alterations, constructions, demolitions or relocations; to hold meetings and public hearings to review applications for certificates of appropriateness affecting proposed or designated landmarks and districts; to approve or disapprove the issuance of certificates of appropriateness; and to submit written findings regarding any project that is the subject of an appeal from a Commission decision to the Council or its duly authorized committee. To prepare comments on preservation related projects to applications for DAPR or other city internal design review processes.

10. To consider applications for certificates of economic hardship; to hold meetings and public hearings to review applications for certificates of economic hardship affecting proposed or designated landmarks and districts; to approve or disapprove the issuance of certificates of economic hardship and to submit written findings regarding any project that is the subject of an appeal from a Commission decision to the Council or its duly authorized committee.

11. To review applications for certificates of special merit; to hold meetings and public hearings to review applications for certificates of special merit affecting proposed or designated landmarks and districts; and to submit written findings regarding any project that is the subject of an application for a certificate of special merit to the Council or its duly authorized committee.

12. To consider applications for subdivision, re-subdivision or consolidation of areas, properties or sites affecting proposed or designated landmarks and districts; to hold meetings and public hearings to review such applications; and to make advisory recommendations to the council or its duly authorized committee regarding such applications.

13. To review applications for planned developments, major zoning variances, and special uses that affect the exterior of designated landmarks or structures in historic districts and that are visible from the public way, not to include Lake Michigan; to hold meetings and public hearings and/or joint meetings and public hearings with the Plan Commission and/or Zoning Board of Appeals to review applications for planned developments, major zoning variances, and special uses affecting proposed or designated landmarks and districts; and to make advisory recommendations to the Zoning Board of Appeals, Plan Commission and/or the Council or its duly authorized committee regarding the planned development, major zoning variance, or special use application.
14. To develop a description of critical features for review of alteration, construction or relocation of landmarks or properties, structures, or objects in districts consistent with the Secretary of Interior's "Standards For Rehabilitation Or the Treatment of Historic Properties", as amended.

15. To review proposed planned development applications, zoning amendments, applications for conditional uses, applications for zoning variances, or applications for fences that affect proposed or designated landmarks and/or districts.

16. To review and consider applications for landmark rescissions and to submit written findings regarding landmark rescission. The Commission shall consider whether the landmark or district no longer meets the criteria for designation, and make a recommendation to the Council or its duly authorized committee as provided in Subsection 2-8-5(E), including a report concerning whether the landmark or district does or does not continue to retain significance and integrity.

16.17. To administer, on behalf of the City, any property or full or partial interest in property, including preservation or conservation easements, that the City may have or accept as a gift or otherwise, upon authorization and approval by the Council.

17.18. To apply for, accept, and administer on behalf of the City such gifts, grants and money as may be appropriate for the purposes of this Chapter, upon authorization and approval by the Council.

18.19. To call upon available City staff members as well as other experts for technical advice.

19.20. To testify before all boards and commissions, including DAPR, the Plan Commission and the Zoning Board of Appeals, on any matter affecting historically, culturally, architecturally or archaeologically significant areas, sites, structures and objects.

20.21. To confer recognition upon the owners of landmarks or properties, structures, sites, or objects within districts or other historic preservation efforts by means of certificates, plaques, markers or awards.

21.22. To assist in the development, review or amendment of a preservation component in the Comprehensive General Plan of the City.

22.23. To periodically review the zoning ordinance of the City, and to make recommendations to the Council concerning any amendments appropriate for the protection and continued use of landmarks or properties, structures, sites or objects within districts.

23.24. To review and comment to the appropriate department or agency concerning City projects or activities affecting landmarks or districts or areas, properties, structures, sites or objects eligible for designation as landmarks or districts.

24.25. To provide by rules for circumstances under which the City Manager or his/her designee may administratively review and issue certificates of appropriateness for certain routine applications for minor kinds of work.
applications without formal review and approval by the commission itself, in accordance with the Commission’s rules and procedures.

25.26. To prepare a list of areas, properties, structures, sites or objects eligible for designation as a landmark or district.

26.27. To adopt its own procedural regulations/rules and procedures.

27.28. To file a petition with the Community Development Department requesting that the Community Development Department proceed to take action against any owner of record or any other appropriate person or persons in connection with a landmark or property, structure, site or object within a district that is reasonably believed to be in violation of the building code of the City.

28.29. To consider applications for signs affecting proposed or designated landmarks and districts; to hold meetings and public hearings to review such applications; and to make advisory recommendations to DAPR the sign review and appeals board regarding such applications.

29.30. To undertake any other action or activity necessary or appropriate to the implementation of its powers and duties or to implementation of the purposes of this Chapter.

2-8-4. - CRITERIA FOR DESIGNATION.
Every nominated landmark or district must meet one or more of the following specified criteria for designation.
(A) The Commission shall limit their consideration to the following criteria in making a determination on a nomination of an area, property a district, site, building, structure, site or object for designation by ordinance as a landmark or historic district:
1. Its location as a site of a significant historic or prehistoric event or activity that is significant to the broad patterns of history of the City, State, Midwest region, or the United States, which may or may not have taken place within or involved the use of any existing improvements on the property;
2. Its identification with a person or persons who significantly contributed to the historic, cultural, architectural, archaeological or related aspect of the development of the City, State, Midwest region or the United States;
3. Its exemplification of an architectural type, style, or design, or type of construction distinguished by innovation, rarity, uniqueness or overall quality of design, detail, materials or craftsmanship;
4. Its identification as the work of an architect, designer, engineer, developer, or builder whose individual work is significant in the history or development of the City, the State, the Midwest region or the United States;
5. Its exemplification of important planning and urban design techniques distinguished by innovation, rarity, uniqueness or overall quality of design or detail;
6. Its association with important cultural, social, political, or economic aspects or events in the history of the City, the State, the Midwest region or the United States;
7. Its location as a site of an important historic or prehistoric archaeological resource;
8. Its representation of an historic, cultural, architectural, archaeological or related theme expressed through distinctive areas, properties, districts, sites, buildings, structures, sites or objects that may or may not be contiguous;
9. Its unique location or distinctive physical appearance or presence representing an established and familiar visual feature of a neighborhood, community or the City;
10. Its exemplification of a pattern of neighborhood development or settlement significant to the cultural history or traditions of the City, whose components may lack individual distinction.

(B) Integrity of Landmarks and Districts. Any area, property, district, site, building, structure, site, or object that meets any one or more of the criteria in Subsection 2-8-4(A) shall also have possessed sufficient integrity of location, design, setting, materials, and workmanship, to make it worthy of preservation or restoration feeling, and association to convey its historic significance.

2-8-5. - NOMINATION, CONSIDERATION AND DESIGNATION OF LANDMARKS AND DISTRICTS.

(A) Initiation of Nomination. Nomination of an area, property. Local nomination of a district, building, structure, site, or object for consideration and designation as a landmark or district shall be submitted to the Commission on a form prepared by the Commission, and may be submitted by any of the following:
1. A Commissioner or member of the Commission.
2. A member of the Plan Commission.
3. A member of the Council.
4. The Mayor.
5. Any resident of the City.
6. Any not-for-profit organization with its principal place of business in the City.
7. An owner of record.

(B) Withdrawal of Nomination. A nomination may be withdrawn by the person or persons who submitted the nomination form at any time prior to the Commission scheduling a public hearing under Subsection 2-8-5(C). Requests for withdrawal of a nomination after the Commission schedules a public hearing shall be granted only upon an affirmative vote of at least (8) six (6) Commissioners.

(C) Notification of Nomination and Public Hearing.
1. Owners of record shall be notified, by regular mail, of completion and submission of a nomination form within ten (10) fifteen (15) business days of receipt of the nomination.
2. The Commission shall schedule a public hearing on the nomination within forty-five (45) ninety (90) days following receipt of the completed nomination form.
nomination form, subject to continuances granted by the Commission. Notice of the time, place and purpose of such hearing shall be given by the Commission at least five (5) business days prior thereto by the following methods:

(a) By mailing of notification to each owner of record of a nominated landmark or owner of record of a property, structure, site or object in a nominated district; and

(b) By mailing of notification to every association of residents or owners that has registered with the Commission for this purpose.

(D) Procedure. The hearing shall be conducted in accordance with the pertinent Section of the rules of the Commission. The Commission shall consider all testimony or evidence relating to the designation criteria in Subsections 2-8-4(A) and (B), from any person who makes written submissions or appears at the public hearing. The owner of any nominated landmark or of property a building, structure, site, lot of record, or object within a nominated district shall be allowed reasonable opportunity to present testimony or evidence concerning the applicability of the designation criteria in Subsections 2-8-4(A) and (B).

(E) Recommendation by Commission. Within thirty five (35) seventy (70) days following the close of the public hearing, the Commission shall make a determination upon the evidence as to whether the nominated landmark or district does or does not meet the criteria for designation in Subsections 2-8-4(A) and (B). If the Commission determines that the nominated landmark or district does meet the criteria for designation, the Commission shall direct the City Manager or his/her designee to transmit its recommendation to the Council or its duly authorized committee. Such a recommendation shall be passed by a resolution of the Commission and shall be accompanied by a report to the Council or its duly authorized committee containing the following information:

1. Explanation of the significance or lack of significance of the nominated landmark or district as it relates to the criteria for designation;
2. Explanation of the integrity or lack of integrity of a nominated landmark or district;
3. Identification of critical features of the nominated landmark or areas, properties, sites and objects in a nominated district to provide guidance for review of alteration, construction, demolition or relocation;
4. Proposed design guidelines, if any, for review of alteration, construction, demolition or relocation;
5. A map showing the location of the nominated landmark or the boundaries of the nominated district; and
6. A list, including the address, of every property, structure, site and object in each nominated district classifying each as being of contributing significance or noncontributing significance based on their degree of historic, cultural, architectural or archaeological significance.

If the Commission fails to make its recommendation within thirty five (35) seventy (70) days following the close of the public hearing or if the Commission finds that the nominated landmark or district does not meet the criteria for designation, the nomination process shall end. If the Commission fails to make its
recommendation within thirty-five (35) seventy (70) days following the close of the public hearing or if the Commission votes not to recommend a proposed designation to the Council or its duly authorized committee, the Commission may not reconsider the proposed designation, except as provided in Subsection 2-8-5(H), for a period of two (2) years from the date of the passage of the thirty-five (35) seventy (70) days from the close of the public hearing or the date of the negative Commission vote, whichever is applicable.

(F) Notification of Commission Recommendation. Notice of the recommendation of the Commission, including a copy of the report, shall be transmitted to the Council or its duly authorized committee and sent by regular mail to the owner of record of a nominated landmark and to all owners of record within a nominated district, and to the nominator within fifteen (15) business days following adoption of the resolution and report.

(G) Designation by Council.

1. The Council shall, within one hundred twenty (120) days after receiving the recommendations of the Commission regarding the nominated landmark or district, and without further required public hearing, either designate the landmark or district by ordinance or reject designation by resolution. In reaching its decision the Council shall review the evidence and testimony presented to the Commission together with any comment from subsequent public hearings. Should Council fail to reach a decision within one hundred twenty (120) days after receiving the recommendations from the Commission, the interim protection provided under Section 2-8-7 shall no longer be enforceable and the nomination shall be deemed denied.

2. The designation of a nominated local landmark or district, shall require the affirmative vote of a simple majority the members of Council.

3. Notice of the Council's approval of the designation ordinance and effective date of the action of the Council shall be provided by regular mail to the nominator, the owner of record of the nominated landmark, or owners of record of all properties within the nominated district. The notice shall include a copy of the designation ordinance and shall be sent within fifteen (15) business days following notification by the Division of Planning and Zoning. A copy of each designation ordinance shall be sent to the Commission, the Plan Commission and the Division of Building and Inspection Services.

4. If the Council has refused to designate a proposed landmark or district, the Commission may not reconsider the proposed designation, except as provided in Subsection 2-8-5(H), for a period of two (2) years from the date of the Council's refusal to designate.

(H) Reconsideration of Previously Nominated Landmarks and Districts. The Commission may reconsider previously nominated landmarks and districts within a period of two (2) years of the Commission's failure to make its recommendation within thirty-five (35) seventy (70) days of the close of the public hearing under Subsection 2-8-5(C) or of the Commission's finding that the
nominated landmark or district does not meet the criteria for designation or of the Council's refusal to designate the proposed landmark or district only where:
1. Significant new information concerning the previously nominated landmark or district relating to the criteria for designation, under Section 2-8-4, is provided, and
2. The Commission votes by an affirmative vote of at least eight (8) six (6) Commissioners to reconsider the previously nominated landmark or district.

2-8-6. - AMENDMENT AND RESCISSION OF DESIGNATION.
(A) Designation may be amended or rescinded, only after a period of two (2) years following the designation, upon petition to the Commission and compliance with the same procedures and according to the same criteria set forth herein for designation as follows:
1. Petitions for amendment or rescission of a designation may be submitted by the same persons authorized to submit nominations pursuant to Subsection 2-8-5(A). Petitions for amendment or rescission of a designation shall clearly identify those irreversible alterations occurring subsequent to the date of designation that have affected the significance or integrity of the landmark or district. Petitions shall also identify the new information obtained since the date of designation that has affected the understanding of the significance of the landmark or district.
2. Petitions shall not use the following as justification for amendment or rescission:
   a. Alterations made in accordance with a Certificate of Appropriateness;
   b. Alterations made following appeal to the Council;
   c. Alterations made in accordance with an administrative approval.
2-3. Properly submitted petitions are referred to the Commission for public hearing as provided in Subsection 2-8-5(C).
3-4. In the case of a rescission of a landmark designation or part or all of a district designation, the Commission shall consider whether the landmark or district no longer meets the criteria for designation, and make a recommendation to the Council or its duly authorized committee as provided in Subsection 2-8-5(E), including a report concerning whether the landmark or district does or does not continue to retain significance and integrity.

(B) The Council shall rescind or amend a designation only after all of the above procedures have been followed. The Council shall rescind a designation only upon a finding that the designated landmark or district no longer meets the criteria for designation in Section 2-8-4.

2-8-7. - INTERIM PROTECTION FOR NOMINATIONS.
(A) An area, property, district, site, building, structure, site or object nominated but not yet designated as a landmark or district shall be subject to all the protection provided by this Chapter at the time of submission of a completed nomination to
the Commission. A certificate of appropriateness shall be required and obtained for any alteration, construction, demolition or relocation affecting the exterior architectural appearance of a nominated landmark, in the same manner as required for designated landmarks. A certificate of appropriateness shall be obtained for every demolition or relocation of a structure in a nominated district in the same manner as required for designated districts.

(B) Alteration, construction, demolition or relocation commenced pursuant to a permit properly issued prior to submission of a nomination to the Commission shall not require a certificate of appropriateness unless such permit has expired, been cancelled of revoked, or the work is not diligently proceeding to completion.

(C) The exceptions to the effects of designation found in Section 2-8-14 shall apply to nominated areas, properties, districts, sites, buildings, structures, sites and objects.

(D) In reviewing applications for certificates of appropriateness affecting nominated landmarks and areas, properties, districts, sites, buildings, structures, sites and objects in districts during the period of interim controls, the Commission shall review such applications based on the criteria set forth in Section 2-8-9.

2-8-8. - CERTIFICATE OF APPROPRIATENESS.

(A) Actions requiring certificate. A certificate of appropriateness shall be required before the following actions affecting the exterior architectural appearance of any landmark or property, structure, site or object within a district may be undertaken:

1. Any alteration, construction or relocation requiring a building permit from the City.

2. Any alteration, construction or relocation that involves the following:
   (a) Replacement of windows or doors.
   (b) Addition or replacement of storm windows or doors.

3. Any demolition in whole or in part or land altering activities requiring a permit from the City.

(B) Applications for certificate of appropriateness.

1. It shall be unlawful to undertake any of the work specified in Subsection (A) of this Section without first obtaining a certificate of appropriateness from the Commission. Applications for a certificate of appropriateness shall be made on a form prepared by the Commission, and shall be submitted to the Commission.

2. Application forms shall be available from the Commission and the Department Division of Building and Property Inspection Services. Applicants may be required to submit plans, drawings, elevations, specifications, and other information as may be necessary for the Commission to adequately review the application.

3. The Commission shall transmit a copy of the application to the Department Division of Building and Property Inspection Services within five (5) business days following receipt of a properly completed application. The Department Division of Building and Property Inspection Services shall not act upon any permit until the Commission has reviewed the work application and issued a certificate of appropriateness.
(C) Review by Commission.

1. The Commission shall review the application and vote to issue or deny the application within forty-five (45) days following receipt of the application. The time to consider the application may be extended with the consent of the applicant. The secretary of the Commission or designated staff shall provide, by regular mail, the applicant and the owner of record of the time and place of any Commission meeting to consider the application at least five (5) business days prior to the meeting. The applicant or his/her authorized representative shall be allowed to appear and present testimony in regard to the application.

2. The Secretary or his/her designee The City will provide notice, through the use of a third party service, by first class mail to shall also notify, by regular mail, certain affected neighbors of those meetings wherein the Commission shall review applications for Certificates of Appropriateness for any of the following activities: additions to existing structures; construction of new primary structures; relocation of existing primary structures and/or secondary structures; demolition of significant and/or contributing primary structures. Such notice shall be sent to all owners, whose addresses appear on the current tax assessment list as provided by the City provided by the applicant, of real property located within a radius of two hundred fifty feet (250') of the subject property. Said distance shall include open space, roads, streets, alleys and other rights-of-way. Such notice shall be sent at least five (5) business days prior to the meeting. The applicant must pay any and all fees and postage associated with mailing such notice pursuant to this Section. The City reserves the right to provide the aforementioned notice by first class mail where the Zoning Administrator finds it necessary. The applicant shall pay the City a fee, equivalent to the then-current first class postage rate as determined by the U.S. Postal Service, for each such notice sent. The failure of delivery of such notice shall not invalidate any such hearing.

(D) Approval by Commission. If the Commissioners votes to approve the application, its action shall be the final administrative decision upon the application. The certificate of appropriateness shall be issued to the applicant within five (5) business days following the decision of the Commission. Upon receipt of the certificate of appropriateness the applicant may complete an application to the Department of Community Development and the Planning and Zoning and Department of Building and Property Inspection Services to obtain necessary permits, if any. The certificate of appropriateness shall be valid for a period of one hundred eighty (180) days from the date of issuance by the Commission. Certificates of appropriateness shall not be transferable from the applicant to another subsequent owner of the same property without the consent of the Commission.

(E) Disapproval by Commission. If the Commissioners votes to disapprove the application, the applicant shall be notified within five (5) business days and the notice shall be accompanied by recommendations to the applicant concerning what changes, if any, in the plans and specifications for the proposed alteration,
construction, relocation or demolition would protect the distinctive character of
the landmark or district and that would cause the Commission to consider
approval to reconsider the application. The Commission shall make reasonable
efforts to confer with the applicant, offer technical guidance, and attempt to
resolve differences. The applicant may resubmit an amended application based
upon the recommendations of the Commission.

(F) Administrative approvals. Certificates of appropriateness related to applications
for certain routine or emergency kinds of work applications or minor zoning
variances, as specified by the Commission in its rules, shall be provided upon
review and approval by the City Manager or his/her designee. If the City
Manager or his/her designee disapproves the proposed work, the applicant may
apply to the Commission for review of the application for the certificate of
appropriateness under Subsection (C) of this Section.

(G) Appeals.
1. Any applicant, following a denial of a certificate of appropriateness by the
Commission, may, within thirty (30) days of the denial apply for appeal to
the Planning and Development Committee of the Council.
2. An application for appeal shall be submitted to the Commission on a form
prepared by the Commission. Within five (5) business days of submission
of an application for appeal by the applicant to the Commission, the
Commission shall transmit the application to the Planning and
Development Committee of the City Council.
3. If no motion to accept the application for appeal is made and adopted at
the meeting of the Planning and Development Committee immediately
following receipt of the findings and decision of the Commission and the
application for appeal, the decision of the Commission shall be final and
may be appealed to the Circuit Court of Cook County.
4. If a motion to accept the application for appeal is made and adopted at
the meeting of the Planning and Development Committee held
immediately following receipt of the findings and decision of the
Commission and the application for appeal, the Planning and
Development Committee must affirm, modify or reverse the decision of
the Commission within forty five (45) days of the date of approval of the
motion to accept the appeal.
5. The Planning and Development Committee shall review the appeal solely
on the basis of the record and application of the appropriate standards
included in Section 2-8-9 of this Chapter.
6. Denial or grant by the Planning and Development Committee of a
certificate of appropriateness is considered a final decision and may be
appealed to the Circuit Court of Cook County.
7. The authority to review, grant, and/or deny appeals of certificates of
appropriateness pursuant to this Subsection (G) shall vest in the Planning
and Development Committee so long as the membership of said
Committee consists of all seated Aldermen. Otherwise, said authority
rests with the Council or its duly authorized committee.
2-8-9. - STANDARDS FOR REVIEW OF APPLICATIONS FOR CERTIFICATES OF APPROPRIATENESS.

(A) Standards for review of alteration. In considering an application for a certificate of appropriateness for alteration the Commission shall consider only the following general standards, specific design guidelines, if any, accompanying the ordinance designating the landmark or district, and the standards included in Subsection (E) of this Section. Nothing in this Chapter shall be construed to prevent ordinary maintenance or repairs that do not involve a change of design, material, or the exterior architectural appearance of a property, structure, site or object as long as the prescribed review procedures are followed.

1. Every reasonable effort shall be made to adopt the property, structure, site or object in a manner that requires minimal alteration of the property, structure, site or object and its environment.

2. The distinguishing original qualities or character of a property, structure, site or object and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features shall be avoided whenever possible except when retention represents a hazardous or dangerous condition.

3. All properties, structures, sites and objects shall be recognized as products of their own time. Alterations to sites, buildings, structures, or objects that have no historical basis and that seek to create an earlier appearance shall be discouraged.

4. Changes that may have taken place in the course of time are evidence of the history and development of a property, structure, site or object and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

5. Distinctive stylistic features, materials, finishes, or examples of skilled craftsmanship, or examples of distinctive construction techniques that characterize a property, structure, site or object shall be treated with sensitivity.

6. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other structures or objects.

7. The surface cleaning of buildings, structures, and objects shall be undertaken with the gentlest means possible. Sandblasting shall not be undertaken, nor shall other cleaning methods that will cause damage to the historic materials of the structure, site, or object must not be used.

8. Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to, any project.
9. Contemporary innovative design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historic, cultural, architectural or archaeological material, and such design is compatible with the features, size, scale, proportion, massing, color, material and character of the property, neighborhood and environment.

10. Wherever possible, new additions or alterations to structures and objects shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

(B) Standards for review of construction. In considering an application for a certificate of appropriateness for new construction and additions to existing buildings, the Commission shall consider only the following general standards, specific design guidelines, if any, accompanying the ordinance designating the landmark or district, and the standards included in Subsection (E) of this Section:

1. Height. Height shall be visually compatible with properties, structures, sites, public ways, objects and places to which it is visually related.

2. Proportion of front facades. The relationship of the width to the height of the facades front elevation shall be visually compatible with properties, structures, sites, public ways, objects and places to which it is visually related.

3. Proportion of openings. The relationship of the width to height of windows and doors shall be visually compatible with properties, structures, sites, public ways, objects and places to which the building is visually related.

4. Rhythm of solids to voids in front facades. The relationship of solids to voids in the front facades of a structure shall be visually compatible with properties, structures, sites, public ways, objects and places to which it is visually related.

5. Rhythm of spacing and structures on streets. The relationship of a structure or object to the open space between it and adjoining structures or objects and the setback from the public ways shall be visually compatible with the properties, structures, sites, public ways, objects and places to which it is visually related.

6. Rhythm of entrance porches, storefront recesses and other projections. The relationship of entrances and other projections to sidewalks shall be visually compatible with the properties, structures, sites, public ways, objects and places to which it is visually related.

7. Relationship of materials and texture. The relationship of the materials and texture of the facades shall be visually compatible with the predominant materials used in the existing structures to which it is visually related.

8. Roof shapes and roof mounted equipment. The roof shape of a structure including any roof mounted equipment shall be visually compatible with the structures to which it is visually related.

9. Walls of continuity. Facades and property and site structures, such as masonry walls, fences and landscape masses, shall, when it is a
characteristic of the area, form cohesive walls of enclosure along a street, to ensure visual compatibility with the properties, structures, sites, public ways, objects and places to which such elements are visually related.

10. Scale of a structure. The size and mass of structures in relation to open spaces, windows, door openings, porches and balconies shall be visually compatible with the properties, structures, sites, public ways, objects and places to which they are visually related.

11. Directional expression of front elevation facades. A structure shall be visually compatible with the properties, structures, sites, public ways, objects and places to which it is visually related in its directional character, whether this be vertical character, horizontal character or non-directional character.

12. Original qualities. The for additions to existing structures, the distinguishing original qualities or character of a property, structure, site or object and its environment shall not be destroyed. The alteration of any historic, material or distinctive architectural features should be avoided when possible.

13. Archaeological resources. Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to any project.

14. Innovative design. Contemporary innovative design for new construction and additions to existing properties shall not be discouraged when such new construction or additions do not destroy significant historic, cultural or architectural material, and such design is compatible with the size, scale, color, material and character of the property, neighborhood or environment.

15. New additions. Wherever possible, new additions to structures or objects shall be done in such a manner that if such additions were to be removed in the future, the essential form and integrity of the structure or property and its environment would be unimpaired.

16. New construction. In considering new construction, such as a new free standing structure, the Commission shall not impose a requirement for the use of a single architectural style or period, though it may impose a requirement for compatibility.

17. Signs. Any sign that is readily visible from a public street shall not be incongruous to the historic character of the landmark or district. Recommendations regarding signs are advisory only and may be referred to the Sign Review and Appeals Board for consideration.

(C) Standards for review of relocation. In considering an application for a certificate of appropriateness for relocation, the Commission shall consider only the following general standards, specific design guidelines, if any, accompanying the ordinance designating the landmark or district, and the standards included in Subsection 2-8-9(E):

1. The historic or urban design character and aesthetic interest. Whether the historic or urbanistic character of the existing site or setting would be
negatively impacted by the relocation of the structure or object contributes to its present setting.

2. Whether there are definite plans for the area to be vacated and what the effect of those plans on the character of the surrounding area.

3. Whether the relocation of the structure or object can be accomplished without significant damage to its physical integrity.

4. Whether the proposed relocation area is compatible with the historic, cultural or architectural character of the structure or object.

(D) Standards for review of demolitions. In considering an application for a certificate of appropriateness for demolition, the Commission shall consider only the following general standards and the standards included in Subsection 2-8-9(E):

1. Whether the property, structure or object is of such historic, cultural, architectural or archaeological significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the City and the State.

2. Whether the property, structure or object contributes to the distinctive historic, cultural, architectural or archaeological character of the district as a whole and should be preserved for the benefit of the people of the City and the State.

3. Whether demolition of the property, structure or object would be contrary to the purpose and intent of this Chapter and to the objectives of the historic preservation for the applicable district.

4. Whether the property, structure or object is of such old, unusual or uncommon distinctive design, texture, and/or material that it could not be reproduced without great difficulty and/or expense.

5. Whether the property, structure or object is of such physical condition that it represents a danger and imminent hazard condition to persons or property and that retention, remediation, or repair are not physically possible or require great difficulty and/or expense.

5.6. Except in cases where the owner has no plans for a period of up to five (5) years to replace an existing landmark or property, structure or object in a district, no certificate of appropriateness shall be issued until plans for a replacement structure or object have been reviewed and approved by the Commission.

(E) In addition to the above standards, the Commission shall also consider the Secretary of Interior’s "Standards for Rehabilitation the Treatment of Historic Properties," as amended.

2-8-10. - CERTIFICATE OF ECONOMIC HARDSHIP.

(A) Application. Any applicant, following a final decision of the Commission or the Council or its duly authorized committee denying a certificate of appropriateness, may, within thirty (30) days of the denial, make application for a certificate of economic hardship on a form prepared by the Commission and submitted to the Commission. Application forms shall be available from the Commission.

(B) Standard to be Applied. The Commission shall only approve an application for a certificate of economic hardship upon a determination that the denial of the
certificate of appropriateness has resulted in the denial of all reasonable use of and return from the property.

(C) Consideration of Evidence. In applying this standard, the Commission shall consider among other things any evidence presented concerning the following:

1. Any opinions from a licensed structural engineer or licensed architect with experience in renovation, restoration or rehabilitation as to the structural soundness of any structures or objects on the property and their suitability for continued use, renovation, restoration or rehabilitation.

2. Any estimates prepared by a licensed architect or licensed structural engineer, of the cost of the proposed alteration, construction, demolition or relocation and an estimate of any additional cost that would be incurred to comply with the recommendations of the Commission for changes necessary for it to be approved.

3. Any estimates prepared by a realtor licensed by the State or an appraiser certified by the State of the market value of the property in its current condition; after completion of the proposed alteration, construction, demolition or relocation; after any expenditures necessary to comply with the recommendations of the Commission for changes necessary for it to approve a certificate of appropriateness; and in the case of a proposed demolition, after renovation of the existing property for continued use.

4. In the case of a proposed demolition, any estimates, prepared by licensed architects, real estate consultants and appraisers or other real estate professionals licensed or certified by the State and experienced in rehabilitation, as to the economic feasibility of restoration, renovation or rehabilitation of any existing structures or objects.

5. Any and all applicable zoning provisions and incentives.

(D) Information to be Supplied by Applicant. The applicant shall submit by affidavit the following information:

1. The assessed value of the property, structure, site or object for the two (2) most recent assessments.

2. Real property taxes for the previous two (2) three (3) years.

3. The amount paid for the property, structure, site or object by the owner, the date of purchase and the party from whom purchased, including a description of the relationship, if any, between the owner and the person from whom the property was purchased.

4. The current balance of any mortgages or any other financing secured by the property, structure, site or object, and the annual debt service, if any, for the previous two (2) three (3) years.

5. All appraisals obtained within the previous two (2) three (3) years by the owner or applicant in connection with purchase, offerings for sale, financing or ownership of the property, structure, site or object.

6. All listings of the property, structure, site or object for sale or rent, price asked and offers received, if any, within the previous four (4) years.
7. All studies commissioned by the owner as to profitable renovation, rehabilitation or utilization of any structures or objects on the property for alternative use.

8. For income producing property or structures, itemized income and expense statements from the property or structures for the previous two (2) three (3) years.

9. For other non-residential properties, itemized income and expense statements, as well as grants, endowments, and other assets or funding sources.

9.10. Estimates, prepared by general contractors licensed by the City or licensed architects, of the cost of the proposed alteration, construction, demolition or relocation and an estimate of any additional cost that would be incurred to comply with the recommendations of the Commission for changes necessary for it to approve a certificate of appropriateness.

9.11. Form of ownership or operation of the property, structure, site or object whether sole proprietorship, for-profit or not-for-profit corporation, limited partnership, joint venture or other.

10. Any other information, documentation or evidence as the Commission determines to be necessary to its application of the standard in Subsection 2-8-10(B).

12. Where applicable, the information, evidence or documentation requested by the Commission or provided by the applicant shall bear the imprint of the professional seal of the individual preparing such information, evidence or documentation.

(E) Failure by Applicant to Submit Requested Information. In the event that any of the information required to be submitted by the applicant is not reasonably available, the applicant shall file with the affidavit a statement of the information that cannot be obtained and shall describe the reasons why such information is unavailable.

(F) Public Hearing. The Commission shall hold a public hearing on the application for certificate of economic hardship within thirty five (35) days following receipt of the completed application form and all information required to be submitted therewith.

1. Notice of the time and place of the public hearing shall also state the general nature of the question involved, and shall be given not less than five (5) business days prior to the date of such hearing by the following methods:
   (a) By mailing of notification to the applicant and the owner of record of the affected landmark or property, site, building, structure, site or object in a district; and
   (b) By mailing of notification to the owners of record of all property within two hundred fifty feet (250’) of the affected landmark or property, site, building, structure, site or object in a district; and
   (c) By mailing of notification to every association of residents or owners who have registered an association name with the Commission for this purpose; and
(d) By publication in a newspaper ofmanner available City-wide circulation by either a newspaper or the city website. It shall be the responsibility of the applicant to provide to the Commission, by affidavit, the names and addresses of all owners of record pursuant to Subsection 2-8-10(F)1(b) of this Chapter.

2. The hearing shall be conducted in accordance with the pertinent Section of the rules of the Commission.

3. No member of the Commission absent from the entire hearing shall be eligible to vote on any matter that is the subject of the hearing until such member is provided with copies, transcripts or tapes of all testimony and evidence presented.

4. The Commission may continue a proceeding for such additional time as it reasonably takes an applicant, any other interested person or the Commission to comply with a request for additional information, documentation or evidence.

(G) Determination by the Commission. The determination by the Commission of whether the denial of the certificate of appropriateness has or has not resulted in economic hardship or the denial of all reasonable use of and return from the property shall be made within thirty five (35) business days following the close of the public hearing and submission of all information, documentation or evidence requested by the Commission. The determination shall be accompanied by findings of fact and a report stating the reasons for the decision.

(H) Disapproval by Commission. If the determination of the Commission is to disapprove the application for a certificate of economic hardship, the applicant shall be notified within five (5) business days. The notice shall include a copy of the findings of fact. The Commission's report will be provided within thirty-five (35) business days following the closing of the public hearing.

(I) Determination of Economic Hardship.

1. If the determination of the Commission is that the denial of the certificate of appropriateness has resulted in the denial of all reasonable use of and return from the property, the Commission shall issue a certificate of economic hardship no later than ninety (90) days following the date of the determination of economic hardship unless during that time the Council approves an incentive plan pursuant to Subsections 2-8-10(J) and (K).

2. A copy of the determination of the Commission together with the findings of fact shall be mailed to the applicant and transmitted to the Council or its duly authorized committee within five (5) thirty-five (35) business days following the determination of economic hardship.

(J) Incentive Plan. The purpose of an incentive plan is to provide a mechanism to allow a reasonable use of and return from the property without the complete or partial alteration or demolition of a landmark or property, structure, site or object in a district. This incentive plan may include, but is not limited to, property tax relief, loans or grants from the City or other public or private sources, acquisition by purchase or eminent domain, building and safety code modifications to reduce the cost of maintenance, restoration, rehabilitation or renovation, changes in applicable zoning regulations including a transfer of development
rights, or relaxation of the provisions of this Chapter sufficient to allow reasonable use of and return from the property.

(K) City Council Consideration of Incentive Plan.
1. The Commission shall forward a report recommending an incentive plan to the Council or its duly authorized committee. Upon receipt of the report the Council or its duly authorized committee shall give prompt consideration to the incentive plan.
2. The Council shall approve or disapprove the incentive plan allowing the reasonable use of and return from the property within ninety (90) days following determination by the Commission.
3. If the Council does not approve an incentive plan within the time specified, the report and recommendation of the Commission regarding the incentive plan shall be deemed to be denied.
4. A copy of the ordinance enacted by the Council together with the incentive plan, if any, shall be mailed to the applicant and transmitted to the Commission within five (5) business days following the enactment of the ordinance.

(L) Issuance of Certificate of Economic Hardship.
1. Upon receipt by the Commission of a copy of a resolution disapproving an incentive plan, or upon failure of the Council to act to either approve or disapprove an incentive plan pursuant to Subsections 2-8-10(J) and (K), the Commission shall issue a certificate of economic hardship to the applicant within five (5) business days. The certificate of economic hardship for demolition may be subject to conditions for subsequent construction including compliance with the standards included in Section 2-8-9. The certificate of economic hardship shall be valid for a period of one hundred eighty (180) days from issuance by the Commission. Certificates of economic hardship shall not be transferable from the applicant to another subsequent owner of the same property.
2. The Department Division of Building and Property Inspection Services shall be notified of the decision to issue a certificate of economic hardship within five (5) business days of issuance.
3. A certificate of appropriateness shall be issued to the applicant simultaneously with the delivery of the certificate of economic hardship.
4. Notwithstanding approval of a certificate of economic hardship, no permit for demolition of a landmark or a property, structure or object in a district shall issue except simultaneous to the issuance of a building permit for the replacement property, structure or object.

(M) Appeals.
1. Any applicant or other interested party, following a denial of a certificate of economic hardship by the Commission, may, within thirty (30) days of the denial apply for appeal to the Council or its duly authorized committee.
2. An application for appeal shall be submitted to the Commission on a form prepared by the Commission. Within five (5) business days of submission of an application for appeal by the applicant to the Commission, the
Commission shall transmit the application to the Council or its duly authorized committee.

3. If no motion to accept the application for appeal is made and adopted at the meeting of Council or its duly authorized committee immediately following receipt of the findings and decision of the Commission and the application for appeal, the decision of the Commission shall be final and may be appealed to the Circuit Court of Cook County.

4. If a motion to accept the application for appeal is made and adopted at the meeting of Council or its duly authorized committee held immediately following receipt of the findings and decision of the Commission and the application for appeal, the Council or its duly authorized committee must affirm, modify or reverse the decision of the Commission within forty-five (45) days of the date of approval of the motion to accept the appeal.

5. Council or its duly authorized committee shall review the appeal solely on the basis of the record and application of the standards included in Subsection 2-8-10(B).

6. Denial or grant by the Council or its duly authorized committee of a certificate of economic hardship is considered a final decision and may be appealed to the Circuit Court of Cook County.

2-8-11. - CERTIFICATE OF SPECIAL MERIT.

(A) Application. Any applicant, following a final decision of the Commission or the Council or its duly authorized committee denying a certificate of appropriateness, may, within thirty (30) days of the denial, make application for a certificate of special merit on a form prepared by the Commission and submitted to the Commission. Application forms shall be available from the Commission.

(B) Council Determination. A project shall not receive a certificate of special merit unless the Council determines that:

1. The project is consistent with the Comprehensive Plan of the City; and
2. The project is necessary and in the public interest and will provide public and civic benefits, including but not limited to social or other benefits that are significant to the community and particularly desirable at the location proposed. Such benefits that further the general welfare of the residents of the City must substantially outweigh the loss of or the effect upon the affected landmark or property, structure, site or object in a district. Such benefits shall not consist solely of monetary or economic benefits to the City or other parties arising from economic development, property taxes, or other financial returns.

(C) Standard to be Applied. A certificate of special merit shall be approved only on a showing by the applicant that:

1. There is no feasible and prudent alternative site for the proposed project; and
2. Use of the existing landmark or area, property, structure, site or object located in a district for the special merit use is not financially and physically feasible; and
3. The proposed project includes all possible planning to minimize harm to the existing landmark or area, property, structure, size or object in a district resulting from such special merit use.

(D) Public Hearing. Submission of Application for Certificate of Special Merit: Within five (5) thirty-five (35) business days of submission of an application for certificate of special merit the Commission shall transmit the application to the Council or its duly authorized committee.

(E) The Council or its duly authorized committee shall hold a public hearing on the application for certificate of special merit within thirty five (35) days following receipt of the completed application form in accordance with the pertinent Section of its rules and procedures.

1. Notice of the time and place of the public hearing shall also state the general nature of the question involved and shall be given not less than five (5) business days prior to the date of such hearing by the following methods:
   (a) By mailing of notification to the applicant and the owner of record of the landmark or property, structure, site or object in a district; and
   (b) By mailing of notification to the owners of record of all property within two hundred fifty feet (250’) of the landmark or properties, structure, site or object in a district; and
   (c) By mailing of notification to every association of residents or owners who have registered an association name with the Commission for this purpose; and
   (d) By publication in a newspaper of City-wide circulation.
   It shall be the responsibility of the applicant to provide to the Commission, by affidavit, the names and addresses of all owners of record pursuant to Subsection 2-8-11(E)1(b) of this Chapter.

(F) Findings. The Commission shall present written findings at the public hearing addressing the significance of the landmark or area, property, structure, site or object in a district affected by the proposed structure, and the standards for issuance of a certificate of special merit included in Subsections 2-8-11(B) and (C).

(G) Council Action. Within ninety (90) days of the close of the public hearing the Council may approve or deny the application of certificate of special merit. If the certificate of special merit is not acted upon by Council within ninety (90) days of the close of the public hearing, the application for certificate of special merit shall be deemed denied.

(H) Approval of Certificate of Special Merit. Council shall transmit a copy of the ordinance approving a certificate of special merit to the Commission within five (5) fifteen (15) business days following the enactment of the ordinance. The Commission shall issue a certificate of appropriateness within five (5) thirty-five (35) business days after the applicant:

1. Provides the Commission with appropriate documentation completed by a preservation professional of any landmark or property, structure or object in a district that is proposed for demolition, and
2. Completes the review process for construction, under Subsection 2-8-9(B) of this Chapter, with the Commission for the proposed project, or submits to the Commission evidence that the site of the landmark or property, structure, or object in a district is subject to new development as part of a development plan.

(I) Validity. The certificate of special merit shall be valid for a period of one hundred eighty (180) days from issuance by the Council. Certificates of special merit shall not be transferable, without the consent of Council, from the applicant to another subsequent owner of the same property.

(J) Demolition of Landmark. Notwithstanding approval of a certificate of special merit, except as otherwise expressly provided in another provision of this Chapter, no permit for demolition of a landmark or a property, structure or object in a district shall issue except for projects that are part of a development plan, or simultaneous to the issuance of a building permit for the replacement property, structure or object.

(K) Denial of Certificate of Special Merit. Denial or grant by the Council of a certificate of special merit is considered a final decision and may be appealed to the Circuit Court of Cook County.

2-8-12. - REVIEW OF APPLICATIONS FOR SUBDIVISION, RESUBDIVISION OR CONSOLIDATION.

(A) Prior to review of any subdivision, resubdivision or consolidation pursuant to Title 4, Chapter 13 "Subdivisions," Sections 1 through 3, of any landmark, area, property, structure or site in a district, Council or its duly authorized committee shall request a report by the Commission regarding the effect of the proposed subdivision, resubdivision or consolidation on the landmark or district. Review by the Commission shall be advisory.

(B) The Commission shall review the application for subdivision, resubdivision or consolidation based on the following standards:

1. The design of the subdivision, resubdivision or consolidation shall:
   (a) Preserve, adaptively use, or otherwise protect the landmark, or area, property, structure, site or object in the district; and
   (b) Provide the location and design of new structures and objects that are visually compatible with the landmark or area, property, buildings, structures, sites and objects in the district; and
   (c) Not result in blocking or otherwise obstructing, as viewed from a public street or public way, not to include Lake Michigan, the critical features of the landmark or area, property, structure, site or object in the district; and
   (d) Preserve and protect the critical features of the streetscape associated with the landmark, or area, property, structure, site or object in the district; and
   (e) Not adversely affect traffic patterns, municipal services, adjacent property values, or the general harmony of the District.

2. Alteration, construction, demolition and relocation shall be consistent with Section 2-8-9.
Within thirty five (35) days of the request of the report by Council or its duly authorized committee pursuant to Subsection 2-8-12(A), Commission’s review, the Commission shall prepare written findings and, by majority vote, issue to the Council or its duly authorized committee a recommendation on the suitability of creating the proposed subdivision, resubdivision or consolidation.

Based on the recommendations received by Council or its duly authorized committee, Council shall consider whether the proposed subdivision, resubdivision or consolidation is consistent with the standards provided in Subsection 2-8-12(B).

If Council finds that the proposed subdivision, resubdivision or consolidation is not consistent with the standards provided in Subsection 2-8-12(B), the Council may deny the application for subdivision, resubdivision or consolidation.

2-8-13. - REDESIGNATION OF PREVIOUSLY DESIGNATED LANDMARKS AND DESIGNATION OF EXISTING DISTRICTS LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES.

Any areas, properties, structures, sites or objects designated by Council in previous ordinances and resolutions are found to meet the criteria for designation in Section 2-8-4 of this Chapter based on findings of fact submitted to Council in support of said previous designation ordinances and resolutions and are hereby redesignated as landmarks under the provisions of this Chapter. (See Schedule B, "List of Evanston Landmarks," at end of this Chapter.)

The Evanston Lakeshore Historic District listed in the National Register of Historic Places on September 29, 1980, is found to meet the criteria for designation in Section 2-8-4 of this Chapter and is hereby designated as an historic district under the provisions of this Chapter. (See Schedule A, "Map," at end of this Chapter.)

The Evanston Ridge Historic District listed in the National Register of Historic Places on March 3, 1983, is found to meet the criteria for designation in Section 2-8-4 of this Chapter and is hereby designated as an historic district under the provisions of this Chapter. (See Schedule A, "Map," at end of this Chapter.)

The Suburban Apartment Buildings in Evanston, Illinois, Thematic Resources Historic District listed in the National Register of Historic Places in 1984 is found to meet the criteria for designation in Section 2-8-4 of this Chapter and is hereby designated as an historic district under the provisions of this Chapter. (See Schedule B, "List of Evanston Landmarks," at end of this Chapter.)

The Local Northeast Evanston Historic District designated by City Council on May 22, 2000 was found to meet the criteria for designation in Section 2-8-4 of this Chapter and was designated as a historic district under the provisions of this Chapter. (See Schedule A, "Map," at end of this Chapter.)

The Women’s Temperance Christian Union (WCTU) Historic District, designated by City Council on April 13, 2010 was found to meet the criteria for designation in Section 2-8-4 of this Chapter and was designated as a historic district under the provisions of this Chapter. (See Schedule A, "Map," at end of this Chapter.)

2-8-14. - EXCEPTIONS TO ISSUANCE OF CERTIFICATE OF APPROPRIATENESS.
(A) The limitations upon the issuance of demolition permits or building permits in any district or affecting any landmark, shall not apply when alteration, construction, demolition or relocation involved in the permit has been ordered by the Division of Building and Inspection Services for the preservation of the public health or safety.

(B) If the Division of Building and Inspection Services has ordered alteration, construction, demolition or relocation of a landmark or a property, structure or object located within a district, the Commission shall be notified of the proposed alteration, construction, demolition or relocation. If the Commission disagrees with the plan, the Commission shall have the right to delay the proposal sixty (60) days by submitting a delay request. During the delay period, the Commission may develop alternative plans for consideration. If after sixty (60) days no such alternative plans can be developed, the proposed alteration, construction, demolition or relocation may proceed as ordered.

2-8-15. - PENALTIES.

(A) Fines for Violation. Failure to perform any act required by this Chapter or performance of any act prohibited by this Chapter shall constitute a violation. Any person violating any of the provisions of this chapter shall be subject to a fine of up to five hundred dollars ($500.00) for each day on which a violation exists.

(B) Penalty For Willful Violation Or Gross Negligence. In addition to the fines authorized by Subsection (A) of this Section, a person who willfully or through gross negligence violates the provisions of this chapter by participating in alteration, construction, demolition or relocation affecting a property, structure, site or object nominated or designated as a landmark or located in a nominated or designated district without complying with the required procedures in this Chapter for review of such alteration, construction, demolition and relocation, shall not be issued building permits, certificates of occupancy, licenses and curb cut permits for alteration, construction, demolition or relocation affecting such property, structure, site or object for a period of five (5) years following the date of the violation except to correct structural defects affecting the foundation, roof, walls, partitions, floor supports, ceilings and chimneys of the nominated or designated landmark or property, structure, site or object located in a nominated or designated district.

(C) Other Remedies. Notwithstanding the provisions of Subsections (A) and (B) of this Section, the City may institute appropriate proceedings in law and equity to prevent or remedy any violation of the provisions of this Chapter. In the case of willful violation or gross negligence by any person, the City may seek reversal of the prohibited work without regard to economic hardship.

2-8-16. - FEES.

Persons who file applications for review by the historic Preservation Commission shall pay an application fee or fees as determined by the type of application(s).

(A) Minor Work On Existing Primary And Accessory Structures: Applicants shall pay a fee of twenty-five dollars ($25.00) for
applications for minor work on existing primary and accessory structures, including, but not limited to, the following projects:
1. Roof replacement;
2. Replacement of existing windows and doors;
3. Replacement of existing storm windows and storm doors;
4. Replacement of garage/coach house doors;
5. New window and door openings on accessory buildings;
6. New installation or replacement of fences;
7. Repair, restoration and replacement of existing exterior finish materials when such work affects less than twenty five percent (25%) of the finish materials on exterior walls or facades;
8. Replacement of existing exterior stairs and/or steps;
9. Installation of antennas or satellite dishes;
10. Porches: replacement of roof, columns, decks, railings, stairs;
11. Installation of air conditioning units;
12. Installation of arbors and trellises;
13. Installation of exterior lighting fixtures; and

(B) Construction Of Garages And Accessory Structures: Applicants shall pay a fee of thirty dollars ($30.00)three hundred eighty five dollars ($385.00) for applications for construction of garages and accessory structures, including, but not limited to, the following projects:
1. New garages and coach houses/barns;
2. Porte-cocheres;
3. Storage sheds;
4. New decks and stairs;
5. Freestanding solar panels;
6. Swimming pools;
7. Tennis courts;
8. Basketball courts; and

(C) Major Work; Alterations And Construction: Applicants shall pay a fee of thirty five dollars ($35.00)three hundred eighty-five dollars ($385.00) for applications for major alterations and construction, including, but not limited to, the following projects:
1. Alterations to the existing primary structures (e.g., new dormers; new window or door openings; changing or altering roof design or pitch; balconies);
2. Construction of additions not greater than twenty five percent (25%) of the building's square footage;
3. Enclosure of existing open porches;
4. Installation of solar panels on existing buildings;
5. Repair, restoration and replacement of existing exterior materials when affecting more than twenty five percent (25%) of the exterior walls or facades;
6. Construction of new driveways;
7. Construction of terraces at grade;
8. Construction of gazebos;
9. Installation of awnings, canopies and signs; and
10. Construction of off street parking.

(D) Construction Of Additions Greater Than Twenty Five Percent Of The Existing Building Square Footage: Applicants shall pay a fee of fifty dollars ($50.00)five hundred dollars ($500.00) for applications for construction of new additions greater than twenty five percent (25%) of the existing building square footage, including additions of one or more stories and additions over the existing footprint of buildings.

(E) Construction Of New Primary Structures: Applicants shall pay a fee of seventy five dollars ($75.00)one thousand dollars ($1,000.00) for applications for construction of new primary buildings.

(F) Demolition Of A Landmark Structure: Applicants shall pay a fee of five hundred thousand dollars ($5,000.00) for applications for the demolition of a landmark structure.

(G) Demolition Of Significant Or Contributing Structure: Applicants shall pay a fee of three hundred fifty dollars ($350.00)three thousand five hundred dollars ($3,500.00) for applications for the demolition of a significant or contributing structure.

(H) Demolition Of Nonsignificant Or Noncontributing Structure: Applicants shall pay a fee of two hundred fifty dollars ($250.00)two thousand five hundred dollars ($2,500.00) for applications for the demolition of a nonsignificant or noncontributing structure.

(I) Rescission Of Landmark Designation: Applicants shall pay a fee of two hundred fifty dollars ($250.00)two thousand five hundred dollars ($2,500.00) for applications for the rescission of a landmark designation when the landmark is not demolished.

(J) Post-approval Amendments: Applicants shall pay a fee of twenty five dollars ($25.00)three hundred eighty five dollars ($385.00) for applications for review of proposed amendments to previously approved projects.

(K) Post-approval Amendments – Minor Work: Applicants shall pay a fee of one hundred fifty dollars ($150.00) for applications for review of proposed minor amendments to previously approved projects.

(L) Nomination of Landmark: Applicants shall pay a fee of one hundred dollars ($100.00) for applications for nomination of a landmark.

2-8-17. - SEVERABILITY.
If any provision or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Chapter which can be given effect without the invalid provision or application, and to this end, the provisions are declared to be severable.

Chapter 2-9, Schedule B - Listing Of Evanston Landmarks - By Address
Evanston Preservation Ordinance
Adopted March 21, 1994
1025 Asbury Avenue
1038 Asbury Avenue
1112 Asbury Avenue
1117 Asbury Avenue
1120 Asbury Avenue
1124 Asbury Avenue
1141 Asbury Avenue
1231 Asbury Avenue
1232 Asbury Avenue
1239 Asbury Avenue
1308 Asbury Avenue
1311 Asbury Avenue
1314 Asbury Avenue
1318 Asbury Avenue
1326 Asbury Avenue
1332-1334 Asbury Avenue
1335 Asbury Avenue
1404 Asbury Avenue
1425-35 Asbury Avenue (Fence only; 1200 Block Lake St.; 1426-36 Ridge Ave.)
1454 Asbury Avenue
1459 Asbury Avenue
1501 Asbury Avenue
1512 Asbury Avenue
1513 Asbury Avenue
1710 Asbury Avenue
1714 Asbury Avenue
1720 Asbury Avenue
1723 Asbury Avenue
1724 Asbury Avenue
1733 Asbury Avenue
1734 Asbury Avenue
1742 Asbury Avenue
1800 Asbury Avenue
1812 Asbury Avenue
1817 Asbury Avenue
1820 Asbury Avenue
1832 Asbury Avenue
1833 Asbury Avenue
1910-12 Asbury Avenue
1916 Asbury Avenue
1918 Asbury Avenue
2142 Asbury Avenue
2146 Asbury Avenue
2231 Asbury Avenue
2319 Asbury Avenue
2769 Asbury Avenue (1234 Isabella St.)
327 Ashland Avenue
914 Ashland Avenue
943 Ashland Avenue
1208 Ashland Avenue
1319 Ashland Avenue
1321 Ashland Avenue
1323 Ashland Avenue
1417 Ashland Avenue
1500 Ashland Avenue
1505 Ashland Avenue
1550 Ashland Avenue
1570-74 Ashland Avenue
1575 Ashland Avenue
1580 Ashland Avenue (1502 Davis St.)
1583 Ashland Avenue
1600-02 Ashland Avenue
1615 Ashland Avenue
1618 Ashland Avenue
1619 Ashland Avenue
1624 Ashland Avenue
1625 Ashland Avenue
1630 Ashland Avenue
1631 Ashland Avenue
2500-16 Ashland Avenue (1601-15 Lincoln Ave.)
305 Barton Avenue
600 Barton Avenue
1701-13 Benson Avenue (1700-04 Sherman Ave.; 801-25 Church St.)
1717 Benson Avenue
2750 Broadway Avenue
2305 Brown Avenue
2326 Brown Avenue
716 Brummel Street
815-17 Brummel Street
819-21 Brummel Street
200 Burnham Place (1224 Sheridan Rd.)
222 Burnham Place
2332 Bryant Avenue
2338 Bryant Avenue
610 Callan Street
630 Central Street
639 Central Street
639 Central Street, rear (630 Clinton Pl.)
720 Central Street
1024-28 Central Street (CTA Station)
1400-06 Central Street
1722 Central Street
1926-28 Central Street
2200 Central Street
2517 Central Street 2519 Central Street
2523 Central Street
2949 Central Street
2153 Central Park Avenue
2236 Central Park Avenue
2310 Central Park Avenue
2411 Central Park Avenue
2435 Central Park Avenue
2518 Central Park Avenue
401 Chicago Avenue (Entry Gate)
1425-35 Chicago Avenue
1450 Chicago Avenue (607 Lake St.)
1468 Chicago Avenue (610 Grove St.)
1501-11 Chicago Avenue (531 Grove St.)
1604-10 Chicago Avenue (601-03 Davis St.)
1702 Chicago Avenue
1724 Chicago Avenue
1730 Chicago Avenue
1810-12 Chicago Avenue
300 Church Street
310 Church Street
404 Church Street
405 Church Street (1704 Judson Ave.)
630-42 Church Street (1633-49 Orrington Ave.)
801-25 Church Street (1700-04 Sherman Ave., 1701-3 Benson Ave.)
1124-36 Church Street (1627-45 Ridge Ave.)
1312 Church Street
1316 Church Street
1330 Church Street
1333 Church Street
1416 Church Street
1427 Church Street
1817 Church Street
411 Clark Street (1800 Sheridan Rd.)
614 Clark Street
816 Clark Street
912-18 Clark Street
1028 Clark Street
3431-33 Clifford Street
630 Clinton Place (639 Clinton Street rear)
724 Clinton Place
726 Clinton Place
802 Clinton Place
806 Clinton Place
811 Clinton Place
107-11 Clyde Avenue (565-69 Howard St.)
1016 Colfax Street
2207 Colfax Street
2525 Colfax Street
2603 Colfax Street
2615 Colfax Street
2733 Colfax Street
2819 Colfax Street
3040 Colfax Street
822 Crain Street
1220 Crain Street
1319 Crain Street
2771 Crawford Avenue
139 Custer Avenue
721-25 Custer Avenue
3312 Dartmouth Place
617-619 Dartmouth Street
210 Davis Street
305 Davis Street
601-03 Davis Street (1604-10 Chicago Ave.)
610-12 Davis Street
630-32 Davis Street
1101-15 Davis Street
1125 Davis Street (1601-11 Ridge Ave.)
1300-02 Davis Street
1306 Davis Street
1315 Davis Street
1316 Davis Street
1322 Davis Street
1326 Davis Street
1332 Davis Street
1401 Davis Street
1414 Davis Street 1502 Davis Street
1522 Davis Street
113 Dempster Street
115 Dempster Street
147 Dempster Street
200 Dempster Street
217 Dempster Street
231 Dempster Street
318-320 Dempster Street
325 Dempster Street
326-28 Dempster Street (1243-49 Judson Ave.)
413-15 Dempster Street
600-10 Dempster Street
910 Dempster Street (1305-11 Maple Ave.)
1311 Dempster Street
1120 Dobson Street
1713 Dobson Street
1600 Dodge Avenue
2009 Dodge Avenue
2763 Eastwood Avenue
900-904 Edgemere Court
911 Edgemere Court
919-21 Edgemere Court
932 Edgemere Court
711 Elgin Road
1415 Elinor Place
1416 Elinor Place
1421 Elinor Place
442-48 Elmwood Street (900-10 Oakton St.) (439-45 Ridge Ave.)
836-38 Elmwood Street
905-15 Elmwood Street
1000 Elmwood Street
1102 Elmwood Street
1106 Elmwood Street
1112 Elmwood Street
1120 Elmwood Street
1308 Elmwood Street
1316 Elmwood Street
1323 Elmwood Street
1335 Elmwood Street
1401-07 Elmwood Street
1423 Elmwood Street
1426 Elmwood Street
1451-57 Elmwood Street
600 Emerson (1876-92 Sheridan Rd.)
618-40 Emerson (1817 Orrington Ave.; 619-47 University Pl.; East Women's Quadrangle)
710-20 Emerson (701-21 University Pl.; 1870 Orrington; West Women's Quadrangle)
711 Emerson Street
1024 Emerson Street
1109 (1111) Emerson Street
1806 Emerson Street
2700 Euclid Park Place
2707 (2741) Euclid Park Place
2738 Euclid Park Place
2749 (2711) Euclid Park Place
2767 Euclid Park Place
2231 Ewing Avenue
2322 Ewing Avenue
410 Florence Avenue
1102 Florence Avenue
1208 Florence Avenue
1428 Florence Avenue
1503 Florence Avenue
701 Forest Avenue
703 Forest Avenue
707 Forest Avenue
731 Forest Avenue
736 Forest Avenue
808-16 Forest Avenue
813-15 Forest Avenue
901 Forest Avenue (231-35 Main St.)
903-05 Forest Avenue
1000 Forest Avenue
1021 Forest Avenue
1025 Forest Avenue
1030 Forest Avenue
1039 Forest Avenue
1043 Forest Avenue
1047 Forest Avenue
1100 Forest Avenue, rear
1101 Forest Avenue (237 Greenleaf St.)
1120 Forest Avenue
1134 Forest Avenue
1140 Forest Avenue
1143 Forest Avenue
1200 Forest Avenue
1203 Forest Avenue
1208 (1210) Forest Avenue
1215 Forest Avenue
1217 Forest Avenue
1218 Forest Avenue
1225 Forest Avenue
1228 Forest Avenue
1230-32 Forest Avenue
1236 Forest Avenue
1243 Forest Avenue
1244 Forest Avenue
1246 Forest Avenue
1304 Forest Avenue
1314 Forest Avenue
1315 Forest Avenue
1318 Forest Avenue
1324 Forest Avenue
1332 Forest Avenue
1404 Forest Avenue
1414 Forest Avenue
1501 Forest Avenue
1509 Forest Avenue
1513 Forest Avenue
1605 Forest Place (flagpole and base)
1616 Forest Place
1622 Forest Place
1632 Forest Place
820 Gaffield Place
909-11 Gaffield Place
1022 Garnett Place
501 Garrett Place (Howes Chapel)
1835 Grant Street
2700 Grant Street
2909 Grant Street
101 Greenleaf Street
124 Greenleaf Street
237 Greenleaf Street (Coach House to 1101 Forest Ave.)
414 Greenleaf Street
800 Greenleaf Street
827 Greenleaf Street
1207 Greenleaf Street
1215 Greenleaf Street
144 Greenwood Street
202 Greenwood Street
214 Greenwood Street
225 Greenwood Street
228 Greenwood Street
235 Greenwood Street
320 Greenwood Street
404 Greenwood Street
416 Greenwood Street
425 Greenwood Street
526 Greenwood Street
1015 Greenwood Street
1022 Greenwood Street
1033 Greenwood Street (1401 Oak St.)
1112 Greenwood Street
1333 Greenwood Street
1506 Greenwood Street
1510 Greenwood Street
405 Grove Street
425 (419-31) Grove Street (1501-07 Hinman Ave.)
531 Grove Street (1501-11 Chicago Ave.)
610 Grove Street (1468 Chicago Ave.)
618-28 Grove Street (1511-21 Sherman Ave.)
1112 Grove Street
1419 Grove Street
205-07 Hamilton Street (1201-13 Michigan Ave.)
208 Hamilton Avenue
225 Hamilton Avenue
421-25 Hamilton Avenue (1203-05 Hinman Ave.)
2035 Harrison Street
2101 Harrison Street
2105 Harrison Street
2306 Harrison Street
2420 Harrison Street
2509 Harrison Street
2514 Harrison Street
2704 Harrison Street
2728 Harrison Street
2940 Harrison Street
2949 Harrison Street
3200 Harrison Street
2325 Hartrey Avenue
2444 Hartrey Avenue
2713 Hartzell Avenue
2736 Hartzell Avenue
3127 Hartzell Avenue
1006 Harvard Terrace
612 Haven Street (2134-44 Sheridan Rd.)
2031 Hawthorne Lane
2646 Highwood Avenue
632-40 Hinman Avenue
651-53 Hinman Avenue
830-56 Hinman Avenue
904-08 Hinman Avenue (501-07 Main St.)
935-37 Hinman Avenue (St. Luke's Episcopal Church)
936-40 Hinman Avenue (502-12 Lee St.)
1024 Hinman Avenue
1114 Hinman Avenue
1133 Hinman Avenue
1203-05 Hinman Avenue (421-25 Hamilton Ave.)
1220 Hinman Avenue
1221 Hinman Avenue
1224 Hinman Avenue
1231 Hinman Avenue
1241 Hinman Avenue
1302 Hinman Avenue
1314 Hinman Avenue
1409-17 Hinman Avenue
1423 Hinman Avenue
1426 Hinman Avenue
1433 Hinman Avenue
1445 Hinman Avenue
1501-07 Hinman Avenue (419-31 Grove St.)
1509-15 Hinman Avenue
1626-40 Hinman Avenue
1629-31 Hinman Avenue
1707 Hinman Avenue
1719 Hinman Avenue
1745 Hinman Avenue
1810 Hinman Avenue
565-69 Howard Street (107-11 Clyde Ave.)
1001-11 Hull Terrace (356-410 Ridge Ave.)
1035 Hull Terrace
1107 Hull Terrace
1201 Hull Terrace
1208 Hull Terrace
586 Ingleside Park
583 (585) Ingleside Place
621 Ingleside Place
832 Ingleside Place
1234 Isabella Street (2769 Asbury Ave.)
2322 Isabella Street
525 Judson Avenue
534 Judson Avenue
540 Judson Avenue
550 Judson Avenue
634 Judson Avenue
635 Judson Avenue
645 Judson Avenue
704 Judson Avenue
720 Judson Avenue
730 Judson Avenue
735-37 Judson Avenue
807-17 Judson Avenue
822-28 Judson Avenue
940-46 Judson Avenue (400-12 Lee St.)
1024 Judson Avenue
1028 Judson Avenue
1041 Judson Avenue
1045 Judson Avenue
1114 Judson Avenue
1122 Judson Avenue
1130 Judson Avenue
1138 Judson Avenue
1207 Judson Avenue
1208 Judson Avenue
1216 Judson Avenue
1220 Judson Avenue
1236 Judson Avenue
1239-41 Judson Avenue
1243-49 Judson Avenue (326-28 Dempster St.)
1246 Judson Avenue
1301-03 Judson Avenue
1305-07 Judson Avenue
1308 Judson Avenue
1316-18 Judson Avenue
1317 Judson Avenue
1322 Judson Avenue
1325 Judson Avenue
1400-04 Judson Avenue
1412 Judson Avenue
1422 Judson Avenue
1424 Judson Avenue
1427 Judson Avenue
1512 Judson Avenue
1514 Judson Avenue
1615 Judson Avenue
1624 Judson Avenue
1630 Judson Avenue
1704 Judson Avenue (405 Church St.)
204 Lake Street
207 Lake Street
215 Lake Street
216 Lake Street
222 Lake Street
303 Lake Street
314 Lake Street
404 Lake Street
512 Lake Street
607 Lake Street (1450 Chicago Ave.)
1012 Lake Street
1032 Lake Street (1421 Oak Ave.)
1100-08 Lake Street (1426-36 Oak St.) Centennial Fountain and Merrick Rose Garden
1101-11 Lake Street (1450-56 Oak Ave.)
1200 Block Lake Street (fence only; 1425-35 Asbury Ave; 1426-36 Ridge Ave.)
1319 Lake Street
1322 Lake Street
1327 Lake Street
1419 Lake Street
1501 Lake Street
1613 Lake Street
1705 Lake Street
1000 Lake Shore Boulevard
1012 Lake Shore Boulevard
1040 Lake Shore Boulevard
1114 Lake Shore Boulevard
1130 Lake Shore Boulevard
1136 Lake Shore Boulevard
1140 Lake Shore Boulevard
2401 Lawndale Avenue
2410 Lawndale Avenue
2525 Lawndale Avenue
200-12 Lee Street (999 Michigan Ave.)
218-28 Lee Street (936-42 Michigan Ave.)
400-12 Lee Street (940-46 Judson Ave.)
417-19 Lee Street
502-12 Lee Street (936-40 Hinman Ave.)
1021 Lee Street
1113 Lee Street
1227 Leon Place
617 Library Place
625 Library Place
555-59 Lincoln Street (2421 Sheridan Rd.)
640 Lincoln Street
731 Lincoln Street
807 Lincoln Street
815 Lincoln Street
1601-15 Lincoln Street (2500-16 Ashland Ave.)
1705 Lincoln Street
2115 Lincoln Street
2200 Lincoln Street
2212 Lincoln Street
2222 Lincoln Street
2319 Lincoln Street
2405 Lincoln Street
2418 Lincoln Street
2419 Lincoln Street
2424 Lincoln Street
2425 Lincoln Street
2501 Lincoln Street
2510 Lincoln Street
2516 Lincoln Street
2522 Lincoln Street
2610 Lincoln Street
2623 Lincoln Street
2706 Lincoln Street
2727 Lincoln Street
2801 Lincoln Street
2819 Lincoln Street
2905 Lincoln Street
2920 Lincoln Street
2300 Lincolnwood Drive
2320 Lincolnwood Drive
2323 Lincolnwood Drive
2340 Lincolnwood Drive
2409 Lincolnwood Drive
2412 Lincolnwood Drive
2423 Lincolnwood Drive
2426 Lincolnwood Drive
2448 Lincolnwood Drive
732 Madison Street
802 Madison Street
815 Madison Street
834 Madison Street
210 Main Street
227-29 Main Street (904-06 Michigan Ave.)
231-35 Main Street (901-05 Forest Ave.)
501-07 Main Street (904-08 Hinman Ave.)
1014-20 Main Street (843-49 Ridge Ave.)
1126 Main Street
1310 Main Street
1311 Main Street
1408 Main Street
930 Maple Avenue
935 Maple Avenue
1011 Maple Avenue
1014-20 Maple Avenue (843-49 Ridge Ave.)
1024 Maple Avenue
1030 Maple Avenue
1031 Maple Avenue
1045 Maple Avenue
1101-13 Maple Avenue
1115-33 Maple Avenue
1207 Maple Avenue
1209-17 Maple Avenue
1220 Maple Avenue
1232 Maple Avenue
1236 Maple Avenue
1246 Maple Avenue
1305-11 Maple Avenue (910 Dempster St.)
1316 Maple Avenue
1403 Maple Avenue
1411 Maple Avenue
1415 Maple Avenue
1425 Maple Avenue
1449-53 Maple Avenue
1916-18 Maple Avenue
1920-22 Maple Avenue
2030 Maple Avenue
2127 Maple Avenue
2521 Marcy Avenue
548-606 Michigan Avenue
633 Michigan Avenue
641 Michigan Avenue
715 Michigan Avenue
716 Michigan Avenue
720 Michigan Avenue
840 Michigan Avenue
904-06 Michigan Avenue (227-29 Main St.)
915 Michigan Avenue
923-25 Michigan Avenue
936-50 Michigan Avenue (218-28 Lee St.)
999 Michigan Avenue (200-12 Lee St.)
1005 (1003) Michigan Avenue
1010 Michigan Avenue
1022 Michigan Avenue
1026 Michigan Avenue
1030 Michigan Avenue
1032-34 Michigan Avenue
1046 Michigan Avenue
1049 Michigan Avenue
1104 Michigan Avenue
1107 Michigan Avenue
1119 Michigan Avenue
1122 Michigan Avenue
1144 Michigan Avenue
1200 Block Michigan Avenue (Greensward)
1201-13 Michigan Avenue (205-07 Hamilton St.)
1210 Michigan Avenue
1217 Michigan Avenue
714 Milburn Street
720 Milburn Street
826 Milburn Street
815-17 Monroe Street
903 Monroe Street
913 Monroe Street
715 Monticello Place
714-34 Noyes Street
927 Noyes Street
1015 Noyes Street
1117 Noyes Street
1204 Noyes Street
1214 Noyes Street
1304 Noyes Street
2723 Noyes Street
1100 Oak Avenue
1106 Oak Avenue
1115 Oak Avenue
1118 Oak Avenue
1306 Oak Avenue
1401 Oak Avenue (1033 Greenwood St.)
1404-06 Oak Avenue (1401-07 Ridge Ave.)
1417 Oak Avenue
1421 Oak Avenue (1032 Lake St.)
1426-36 Oak Avenue (1100-08 Lake St.; Centennial Fountain and Merrick Rose Garden)
1450-56 Oak Avenue (1101-11 Lake St.)
1505-15 (1505-09) Oak Avenue
1560 Oak Avenue
900-10 Oakton Street (442-48 Elmwood Ave.; 439-45 Ridge Ave.)
1618-26 Orrington Avenue (1609-19 Sherman Ave.)
1633-49 Orrington Avenue (630-42 Church St.)
1856-70 Orrington Avenue (710-20 Emerson St.; 701-21 University Pl.; West Women's Quadrangle)
1871 Orrington Avenue (619-47 University Pl.; 618-40 Emerson St.; East Women's Quadrangle)
1906 Orrington Avenue
1922 Orrington Avenue
2001-03 Orrington Avenue
2032-34 Orrington Avenue
2040 Orrington Avenue
2112 Orrington Avenue
2135 Orrington Avenue
2207 Orrington Avenue
2218 Orrington Avenue
2233 Orrington Avenue
2236 Orrington Avenue
2244 Orrington Avenue
2246 Orrington Avenue
2307 Orrington Avenue
2314 Orrington Avenue
2420 Orrington Avenue
2424 Orrington Avenue
2430 Orrington Avenue
2505 Orrington Avenue
2510 Orrington Avenue
2511 Orrington Avenue
2519 Orrington Avenue
2636 Orrington Avenue
2400 Park Place
2418 Park Place
2502 Park Place
2608 Park Place
2726 Park Place
2726 Payne Avenue
2320 Pioneer Road
2341 Pioneer Road
2444 Pioneer Road
2450 Pioneer Road
2454 Pioneer Road
1450 Pitner Avenue
1460 Pitner Avenue
2417 Prairie Avenue
2675 Prairie Avenue
2708 Prairie Avenue
714 Reba Place
727 Reba Place
816-18 Reba Place
829 Reba Place
436 Ridge Avenue
439-45 Ridge Avenue (900-10 Oakton St.; 442-48 Elmwood St.)
806-16 Ridge Avenue
843-49 Ridge Avenue (1014-20 Main St.)
930 Ridge Avenue
1030 Ridge Avenue
1041 Ridge Avenue
1100 Ridge Avenue
1101 Ridge Avenue
1123 Ridge Avenue
1128 Ridge Avenue
1217 Ridge Avenue
1220 Ridge Avenue
1225 Ridge Avenue
1232 Ridge Avenue
1300-14 Ridge Avenue
1307-13 Ridge Avenue
1333 Ridge Avenue
1401-07 Ridge Avenue (1404-06 Oak Ave.)
1426-36 Ridge Avenue (fence, steps and planter only; 1425-35 Asbury Ave.; 1200 Block Lake St.)
1453 Ridge Avenue
1456 Ridge Avenue
1461 Ridge Avenue
1462 Ridge Avenue
1509-15 Ridge Avenue
1601-11 Ridge Avenue (1125 Davis St.)
1615-25 Ridge Avenue
1622 Ridge Avenue
1627-45 Ridge Avenue (1124-36 Church St.)
1628 Ridge Avenue
1701-13 Ridge Avenue
1740-48 Ridge Avenue
2049 Ridge Avenue
2103 Ridge Avenue
2212-16 Ridge Avenue
2236 Ridge Avenue
2404 Ridge Avenue
2505 Ridge Avenue
2637 Ridge Avenue
2705 Ridge Avenue
935 Ridge Court
1001 Ridge Court
1031 Ridge Court
833 Ridge Terrace
1317 Rosalie Avenue
825 Roslyn Place
1020 Seward Street
1104-06 Seward Street
1108-10 Seward Street
1115 Seward Street
2808 Sheridan Place
2829 Sheridan Place
2831 Sheridan Place
2837 Sheridan Place
2855 Sheridan Place
2856 Sheridan Place
2865 Sheridan Place
2870 Sheridan Place
2881 Sheridan Place
2888 Sheridan Place
470-98 Sheridan Road
707 Sheridan Road
714 Sheridan Road
715 Sheridan Road
732 Sheridan Road
741 Sheridan Road
747-49 Sheridan Road
824 Sheridan Road
850 Sheridan Road
916 Sheridan Road
936 Sheridan Road
946-50 Sheridan Road
1000 Sheridan Road
1001 Sheridan Road
1005 Sheridan Road
1023 Sheridan Road
1030 (1028) Sheridan Road
1031 Sheridan Road
1034 Sheridan Road
1038 (1040) Sheridan Road
1046 Sheridan Road
1103 Sheridan Road
1110 Sheridan Road
1117 Sheridan Road
1130 Sheridan Road
1145 Sheridan Road
1201 (1205) Sheridan Road
1218 Sheridan Road
1224 Sheridan Road (200 Burnham Pl.)
1225 Sheridan Road
1632 Sheridan Road
1800 (1806) Sheridan Road (411 Clark St.)
1845 Sheridan Road (Fiske Hall)
1856-66 Sheridan Road (Levere Memorial Temple)
1875 Sheridan Road (Harris Hall)
1876-92 Sheridan Road (600 Emerson St.; Scott Hall; Cahn Auditorium)
1897 Sheridan Road (University Hall)
1905 Sheridan Road (Laurie Mae Swift Hall)
1908 Sheridan Road
1945 Sheridan Road (Deering Library)
2033 Sheridan Road (Hurst Hall)
2037 Sheridan Road (Swift Hall)
2101 Block Sheridan Road, Shakespeare Garden
2113-21 Sheridan Road (Garrett Seminary)
2131 Sheridan Road (Dearborn Observatory)
2134-44 Sheridan Road (612 Haven St.; Seabury Western)
2253-2313 Sheridan Road (North Quad Fraternity Houses)
2405 Sheridan Road (Patten Gym)
2421 Sheridan Road (555-59 Lincoln St.; Evanston Water Works)
2437 Sheridan Road
2535 Sheridan Road (Gross Point Lighthouse)
2603 Sheridan Road (Evanston Art Center)
2609 Sheridan Road
2681 Sheridan Road
2726 Sheridan Road
2735 Sheridan Road
2750 Sheridan Road
2769 Sheridan Road
524 (522) Sheridan Square
530 Sheridan Square
554-602 Sheridan Square
618 Sheridan Square
620-38 Sheridan Square
641 Sheridan Square
642 Sheridan Square
929 Sherman Avenue
1019 Sherman Avenue
1021 Sherman Avenue
1045 Sherman Avenue
1204 Sherman Avenue
1206 Sherman Avenue
1511-21 Sherman Avenue (618-28 Grove St.)
1578 Sherman Avenue
1609-19 Sherman Avenue (1618-26 Orrington Ave.)
1700-04 Sherman Avenue (801-09 Church St.; 1703-13 Benson Ave.)
1830 Sherman Avenue
1929-31 Sherman Avenue
2000 Sherman Avenue
2036 Sherman Avenue
2212-26 Sherman Avenue
2233 Sherman Avenue
2235 Sherman Avenue
2319 Sherman Avenue
810 Simpson Street
911 Simpson Street
1232 Simpson Street
1611 Simpson Street
551 South Boulevard, South Boulevard El Station
814 South Boulevard
2524 (2522) Thayer Street
2810 Thayer Street
619-47 University Place (1871 Orrington Ave.; 618-40 Emerson St.; East Women's Quadrangle)
700 University Place
701-21 University Place (1850-70 Orrington Ave.; 710-20 Emerson St.; West Women's Quadrangle)
716-22 University Place (Old Music Hall)
810-12 Washington Street
SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance must be in full force and effect after its passage, approval, and publication in a manner provided by law.

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity
must not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced:______________, 2018

Adopted:______________, 2018

_______________________________

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

_______________________________

Devon Reid, City Clerk

W. Grant Farrar, Corporation Counsel
MEETING MINUTES (EXCERPT)
EVANSTON PRESERVATION COMMISSION

Tuesday, March 13, 2018,
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2800
7:00 P.M.

Members Present: Elliott Dudnik, Julie Hacker, Ken Itle, Jamie Morris, Suzi Reinhold, Tim Schmitt, Mark Simon, Karl Vogel and Diane Williams

Members Absent: Sally Riessen Hunt and Robert Bady

Staff Present: Scott Mangum, Planning & Zoning Administrator
Carlos Ruiz, Senior Planner/Preservation Coordinator

Presiding Member: Diane Williams, Chair

CALL TO ORDER / DECLARATION OF QUORUM

The meeting was called to order at 7:07 pm with a quorum present

COMMITTEE REPORTS (Working Groups)


Carlos Ruiz said that Mario Treto, Assistant City Attorney, received edits and comments from Commissioners about the proposed Ordinance 29-O-18. Mr. Treto had indicated to City staff, that the language of some of the edits was adjusted, so that it would be consistent with the language in the City Code.

Commissioners agreed to submit to City staff additional minor edits or comments if necessary. City staff would incorporate them when appropriate and as needed.

Commissioner Simon made a motion to approve the re-written Ordinance as submitted, subject to final corrections (29-O-18 An Ordinance Amending Title 2, Chapter 8 of the Evanston City Code, “Historic Preservation”), seconded by Commissioner Itle. The motion passed. Vote: 9 ayes, 0 nays.

The Commission’s recommendation will be brought to City Council for approval.

The meeting was adjourned at 9:56 pm.
Respectfully Submitted,

Carlos D. Ruiz  
Senior Planner/Preservation Coordinator
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 adoption of Ordinance 47-O-18, 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. Ordinance 47-O-18 was held on April 9, 2018 until April 23, 2018 for Introduction.

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
47-O-18

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
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

Date: April 18, 2018

Recommended Action:
Following input from the current and former Zoning Board of Appeals Chair, staff recommends direction from the Committee regarding the scope of amendments to the front porch regulations. If the proposed amendments are limited to sections of the Zoning Ordinance that were included in the Plan Commission legal notice (6-4-1-9 Yards, and 6-18-3 Definitions), Ordinance 40-O-18 can be approved and/or amended. However, if the Committee desires to amend other regulations such as the appropriate determining body for porch variations (6-3-8-3 Authorized Variations), a Plan Commission meeting would need to be re-noticed accordingly.

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 high volume 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.

Proposal Overview
Based on feedback from the Plan Commission and staff research, the following text amendment was recommended:

Front porches must maintain a minimum 10 foot front yard setback and may be the greater of six feet in depth or 25% of the depth of the required front yard.

When analyzing typical property scenarios, the proposed text amendment produces the following porch requirement:
(Chart reads as “porch depth = resulting front porch setback”)

<table>
<thead>
<tr>
<th>Required front yard (house) setback*</th>
<th>Current 10% porch encroachment Regulation</th>
<th>25% porch encroachment (porch depth &amp; resulting setback)</th>
<th>6 foot porch depth (porch depth &amp; resulting setback)</th>
<th>New enforced requirement (greater of the options; min. 10 foot setback)</th>
</tr>
</thead>
<tbody>
<tr>
<td>50’</td>
<td>5’ = 45’ setback</td>
<td>12.5’ = 37.5’ setback</td>
<td>6’ = 44’ setback</td>
<td>12.5’ = 37.5’ setback</td>
</tr>
<tr>
<td>27’ (typical)</td>
<td>2.7’ = 24.3’ setback</td>
<td>6.75’ = 20.3’ setback</td>
<td>6’ = 21’ setback</td>
<td>6.75’ = 20.3’ setback</td>
</tr>
<tr>
<td>22’</td>
<td>2.2’ = 19.8’ setback</td>
<td>5.5’ = 16.5’ setback</td>
<td>6’ = 16’ setback</td>
<td>6’ = 16’ setback</td>
</tr>
<tr>
<td>18’</td>
<td>1.8’ = 16.2’ setback</td>
<td>4.5’ = 13.5’ setback</td>
<td>6’ = 12’ setback</td>
<td>6’ = 12’ setback</td>
</tr>
<tr>
<td>12’</td>
<td>1.2’ = 10.8’ setback</td>
<td>3’ = 9’ setback</td>
<td>6’ = 6’ setback</td>
<td>2’ = 10’ setback</td>
</tr>
</tbody>
</table>

* 27’ is the typical front yard setback; larger or smaller required front yard setbacks apply when the average of abutting houses or the block (depending on the situation) are greater than or less than 27’.

The proposed combined regulation of a 25% porch encroachment or 6’ porch depth, whichever is greater, with a minimum 10 foot setback, results in the grey column. All scenarios produce a usable porch depth except the last scenario listed in the chart (bottom row), which would likely be a scenario where any porch depth is inappropriate since the porch would be extremely close to the front property line. In such cases, zoning relief may be requested with results determined on a case by case basis.

When comparing the proposed regulation to the current front porch setback requirement, the current regulation results in most porches with unusable depths such as a 1.8 foot deep porch but more appropriate and usable porch depths (often 6 feet or greater) with the new regulation, while still ensuring appropriate setbacks to aesthetically blend with surrounding structures. Although the proposed regulation is less restrictive than the current regulation, the built environment will remain largely the same but with fewer requests for zoning relief. Blocks that feature a variety of front yard setbacks will appear more aligned as differing front porch depths make up the difference.

Most 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 administratively utilizing the typical 6 foot porch depth so long as a reasonable front yard setback of at least 10 feet remained.
Specifically, as recommended by the Plan Commission, 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: _________________________
Devon Reid, City Clerk

Approved as to form:

______________________________
Michelle Masoncup, Interim 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>Required Front Setback</th>
<th>Current Zoning</th>
<th>Amended Zoning*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>True</td>
<td>Permitted 10% Encroachment</td>
<td>Permitted Porch Depth</td>
</tr>
<tr>
<td>1718 Harrison St</td>
<td>25.0'</td>
<td>22.5'</td>
<td>2.5'</td>
</tr>
<tr>
<td>2034 Maple Ave</td>
<td>28.3'</td>
<td>25.5'</td>
<td>2.9'</td>
</tr>
<tr>
<td>2001 Seward St</td>
<td>27.0'</td>
<td>24.3'</td>
<td>2.7'</td>
</tr>
<tr>
<td>1029 Asbury Ave</td>
<td>35.2'</td>
<td>31.7'</td>
<td>3.5'</td>
</tr>
<tr>
<td>1515 Dewey Ave</td>
<td>17.7'</td>
<td>15.9'</td>
<td>1.8'</td>
</tr>
<tr>
<td>1519 Colfax St</td>
<td>29.1'</td>
<td>26.2'</td>
<td>2.9'</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>Not permitted</td>
<td>10.0’</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>
</tr>
<tr>
<td>Oak Park</td>
<td>Not permitted</td>
<td>Not permitted</td>
</tr>
<tr>
<td>Lincolnwood</td>
<td>Not permitted</td>
<td>Not permitted</td>
</tr>
<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.
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.

Memorandum

To: Mayor and Members of the City Council
   Planning & Development Committee

From: Erika Storlie, Acting Community Development Director/Assistant City Manager
      Scott Mangum, Planning and Zoning Administrator
      Cindy Plante, Economic Development Coordinator
      Melissa Klotz, Zoning Planner

Subject: Ordinance 58-O-18 Granting a Special Use for a Type 2 Restaurant, Falcon Eddy's Barbecue at 825 Church Street

Date: April 19, 2018

Recommended Action
The Zoning Board of Appeals and City Staff recommend adoption of Ordinance 58-O-18 granting a special use approval for a Type 2 Restaurant, Falcon Eddy's Barbecue in the D2 District. The applicant has complied with all zoning requirements, and meets all of the standards of a special use for this district.

Livability Benefits:
Economy & Jobs: Expand job opportunities
Built Environment: Enhance public spaces

Summary:
Applicant James Pomerantz, owner of Bat 17, proposes to open a second restaurant, Falcon Eddy's Barbecue, at 825 Church Street as a Type 2 restaurant. The 825 Church Street space previously housed Dixie Kitchen restaurant, and more recently YaHalla Inn. The proposed menu consists of Texas-style barbecue prepared on site, including slow smoked meats such as brisket, ribs, chicken, sausage, and pork. The restaurant will provide online ordering and delivery via Grubhub and counter service for customers in the store, which will provide seating for up to 48. The applicant is proposing to operate seven days a week, from 11am-9pm on weekdays, and from 11am-10pm on weekends.
Staffing is expected to consist of 1-2 people at the counter plus 2-3 cooks and 1-2 dishwashers. Employees who drive will be encouraged to park in the Maple Avenue or Sherman Avenue parking garage. Deliveries to the restaurant will be accepted from the alley. The applicant has agreed to adopt sustainable practices for refuse collection and litter prevention. City staff is not aware of any objections to the proposal.

Comprehensive Plan:
The Evanston Comprehensive General Plan encourages the utilization of vacant storefronts along existing commercial corridors 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.

Falcon Eddy’s will use a currently vacant commercial space to open a locally owned and operated business.

**Legislative History:**
April 17, 2018: the ZBA recommended unanimous approval of the special use for a Type 2 Restaurant, Falcon Eddy’s Barbecue with the following conditions:

1. Hours of operation of 10 a.m. to Midnight.
2. Employees prohibited from using metered street parking.
3. Deliveries shall occur in the rear.
4. Substantial compliance with documents and testimony on record, including Sustainability Practices for Type 2 Restaurants.

**Attachments**
Ordinance 58-O-18
April 17, 2018 ZBA Draft Meeting Minutes Excerpt
ZBA Findings
[April 17, 2018 ZBA Packet](#)
58-O-18

AN ORDINANCE

Granting a Special Use Permit for a Type 2 Restaurant Located at 825 Church Street in the D2 Downtown Retail Core Development District ("Falcon Eddy's Barbecue")

WHEREAS, the Zoning Board of Appeals ("ZBA") met on April 17, 2018, pursuant to proper notice, to consider case no. 18ZMJV-0021, an application filed by James Pomerantz (the "Applicant"), lessee of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 825 Church Street (the "Subject Property") and located in the D2 Zoning District, for a Special Use Permit to establish, pursuant to Subsection 6-11-3-4 of the Evanston City Code, 2012, as amended ("the Zoning Ordinance"), a Type 2 Restaurant, "Falcon Eddy's Barbecue," 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 23, 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-0021; and
WHEREAS, at its meetings of April 23, 2018 and May 14, 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-0021.

SECTION 3: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Applicant’s Special Use Permit, violation of any of which shall constitute grounds for penalties or revocation of said Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

A. Compliance with Applicable Requirements: The Applicant shall develop and use the Subject Property in substantial compliance with: all applicable legislation; the Applicant’s testimony and representations to the ZBA, the P&D Committee, and the City Council; and the approved plans and documents on file in this case, including but not limited to: the Sustainability Practices for Type 2 Restaurants submitted by the Applicant dated March 8, 2018.

B. Hours of Operation: The Applicant may operate the Type 2 Restaurant authorized by this ordinance only between the hours of 10:00 a.m. and midnight on any given day.

C. Employee Parking: Employees may not utilize metered street parking surrounding the Subject Property during the hours of operation.

D. Deliveries: The Applicant agrees that all deliveries must occur in the rear of the Subject Property.
E. **Recordation:** Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.

**SECTION 4:** When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

**SECTION 5:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**SECTION 6:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 7:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 8:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _________________, 2018  Approved:

Adopted: _________________, 2018  _____________________________, 2018

_______________________________

Stephen H. Hagerty, Mayor
Attest:  

Devon Reid, City Clerk 

Approved as to form:  

Michelle L. Masoncup, Interim Corporation Counsel
EXHIBIT A

LEGAL DESCRIPTION

LOTS 7 TO 13, INCLUSIVE, EXCEPTING THEREFROM THAT PORTION OF SAID LOTS 7 TO 13, INCLUSIVE, IN THE RESUBDIVISION OF BLOCK 17 IN EVANSTON, COOK COUNTY, ILLINOIS IS DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 7 IN THE SAID RESUBDIVISION OF SAID BLOCK 17 IN EVANSTON, COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG AND UPON THE EAST LINE OF SAID LOT 7, A DISTANCE OF 35 FEET; THENCE SOUTH ALONG AND UPON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 5 FEET THENCE RUNNING WEST ALONG AND UPON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOTS 7 TO 11, A DISTANCE OF 185 FEET; THENCE RUNNING NORTH ALONG AND UPON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 85 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 11, 220 FEET FROM THE NORTHEAST CORNER OF SAID LOT 7; THENCE EAST ALONG AND UPON THE NORTH LINE OF SAID LOT 11 AND THE NORTH LINE OF SAID LOTS 10 TO 7, INCLUSIVE TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART LYING ABOVE THE ELEVATION OF 36.00 FEET, CITY OF EVANSTON, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-126-020-0000

COMMONLY KNOWN AS: 825 Church Street, Evanston, Illinois.
Members Present: Lisa Dziekan, Mary Beth Berns, Myrna Arevalo, Scott Gingold, Violetta Cullen

Members Absent: Mary McAuley, Kiril Mirintchev

Staff Present: Scott Mangum, Melissa Klotz

Presiding Member: Mary Beth Berns

Declaration of Quorum
With a quorum present, Chair Berns called the meeting to order at 7:03 p.m.

New Business
825 Church Street ZBA 18ZMJV-0021
James Pomerantz, lessee, applies for a special use permit for a Type 2 Restaurant, Falcon Eddy’s in the D2 Downtown Retail Core District (Zoning Code Section 6-11-3-4). The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

Mr. Mangum provided a summary of the staff memo and recommendation.

James Pomerantz, lessee, noted:
- The business is a type 2 restaurant, Texas dry-rub barbeque.
- Also owns Bat 17 restaurant.
- Patrons order and pick up food from counter.
- Kitchen recently remodeled.
- Waste and deliveries occur in rear via alley.
- Grubhub would be utilized to deliver food using street parking.
- A maximum of 10-12 employees, offered incentive to park in City garage.

In response to Mr. Gingold, the applicant stated that seating would be provided for 46-48 patrons and would comply with sustainability practices.

In response to Chair Berns, the applicant stated that hours would be 10 am. to 9 p.m. weekdays and 10 a.m. to 10 p.m. on weekends.

In response to Ms. Cullen, three parking spaces are provided in the rear where deliveries would occur.

The ZBA entered deliberation:
• Mr. Gingold stated his support for the project.
• Ms. Dziekan, Ms. Arevalo, and Ms. Cullen agreed.

The Standards were addressed:

1) Yes
2) Yes
3) Yes
4) Yes
5) Yes
6) Yes
7) Yes
8) Not Applicable
9) Yes

Mr. Gingold moved to recommend approval with conditions, seconded by Ms. Cullen. The ZBA voted to recommend approval, 5-0, with the following conditions:

1) Hours of operation of 10 a.m. to Midnight.
2) Employees prohibited from using metered street parking.
3) Deliveries shall occur in the rear.
4) Substantial compliance with documents and testimony on record, including Sustainability Practices for Type 2 Restaurants.
After conducting a public hearing on April 17, 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:

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<td>(A) It is one of the special uses specifically listed in the zoning ordinance;</td>
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<td>(B) It is in keeping with purposes and policies of the adopted comprehensive general plan and the zoning ordinance as amended from time to time;</td>
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<td>(C) It will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood and the effect of the proposed type of special use upon the city as a whole;</td>
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<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
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<td>(E) It can be adequately served by public facilities and services</td>
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(F) It does not cause undue traffic congestion;  

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(G) It preserves significant historical and architectural resources;  

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(H) It preserves significant natural and environmental features; and  

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(I) It complies with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation.  

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and based upon these findings, and upon a vote

5 in favor & 0 against

Recommends to the City Council

approval without conditions

denial of the proposed special use with conditions:

approval with conditions:

1) Hours of operation of 10 a.m. to Midnight.
2) Employees prohibited from using metered street parking.
3) Deliveries shall occur in the rear.
4) Substantial compliance with documents and testimony on record, including Sustainability Practices for Type 2 Restaurants.

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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. Ordinance 46-O-18 was approved for Introduction on April 9, 2018.

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.
Attachments
Ordinance 46-O-18
March 20, 2018 ZBA Draft Meeting Minutes
ZBA Findings
March 20, 2018 ZBA Packet
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  __________________________, 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.
MEETING MINUTES  
ZONING BOARD OF APPEALS  
Tuesday, March 20, 2018  
7:00 PM  
Civic Center, 2100 Ridge Avenue, Council Chambers  

Members Present: Mary Beth Berns, Mary McAuley, Violetta Cullen, Lisa Dziekan  
Members Absent: Kiril Mirintchev, Scott Gingold, Myrna Arevalo  
Staff Present: Scott Mangum  
Presiding Member: Mary Beth Berns  

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.  
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.
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:

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<td>(A) It is one of the special uses specifically listed in the zoning ordinance;</td>
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<td>(B) It is in keeping with purposes and policies of the adopted comprehensive general plan and the zoning ordinance as amended from time to time;</td>
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<td>(C) It will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood and the effect of the proposed type of special use upon the city as a whole;</td>
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<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
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<td>(E) It can be adequately served by public facilities and services</td>
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(F) It does not cause undue traffic congestion; | X Met  Not Met | Vote 4-0
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(G) It preserves significant historical and architectural resources; | X Met  Not Met | Vote 4-0
(H) It preserves significant natural and environmental features; and | X Met  Not Met | Vote 4-0
(I) It complies with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation. | X Met  Not Met | Vote 4-0

and based upon these findings, and upon a vote

4 in favor & 0 against

**Recommends to the City Council**

approval without conditions

denial of the proposed special use with 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.

**Attendance:**

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