CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTYPE C. LYTLE COUNCIL CHAMBERS
Monday, February 13, 2017

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

ORDER OF BUSINESS

(I) Roll Call – Begin with Alderman Revelle

(II) Mayor Public Announcements and Proclamations
     Black History Month Proclamation

(III) City Manager Public Announcements
     Refugee Task Force Presentation
     2016 Crime Statistics
     Emerson/Ridge/Green Bay Project Award Presentation from American Public
     Works Association

(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. 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: Alderman Rainey

(VII) Report of the Standing Committees
Administration & Public Works - Alderman Braithwaite
Planning & Development - Alderman Revelle
Human Services - Alderman Tendam

(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

CONSENT AGENDA

ADMINISTRATION & PUBLIC WORKS COMMITTEE


(A2) City of Evanston Bills – February 14, 2017
FY: 2016 $ 882,542.64
FY: 2017 $ 1,661,100.09

For Action

(A3.1) Recent Northwestern University Property Acquisition – 1840 Oak Avenue
It is recommended that the City Council receive this report regarding Northwestern University’s recent property acquisition of 1840 Oak Avenue within the boundaries of the Research Park zoning district and refer the item back to Administration & Public Works for further discussion at its March 13, 2017 meeting.

For Action

(A3.2) Water Supply Agreement Updates - Skokie and Lincolnwood
Staff recommends that the City Council receive and file this update.
For Action: Accept and Place in File
(A3.3) **One-year Contract Extension with Mid-American Water of Wauconda for the 2016 Water Distribution System Materials Contract**

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(A9) **Ordinance 1-O-17, Authorizing the City to Borrow Funds from the Illinois Environmental Protection Agency Water Pollution Control Loan Program**

Staff recommends adoption of Ordinance 1-O-17 authorizing the City to borrow funds from the Illinois Environmental Protection Agency (IEPA) Water Pollution Control Loan Program for the construction of the Large Diameter Sewer Rehabilitation - Mulford Street Part 2. This ordinance authorizes the City to borrow up to $600,000. The debt service will be paid from the Sewer Fund. A copy of the long-term sewer fund analysis is attached that includes this loan and the debt service for repayment.

**For Introduction**

(A10) **Ordinance 6-O-17, Amending Various Sections of the City Code Reducing the Permissible Sound Levels for Mechanical Equipment and Application From 65 dB to 55 dB**

Staff recommends City Council adopt Ordinance 6-O-17, amending the 2012 International Mechanical Code (IMC), 2012 International Fuel Gas Code (IFGC) and 2012 International Residential Code (IRC), the adopted codes of the City, to reduce the allowed decibel (dBA) of mechanical equipment from 65dBA to 55dBA when measured at an adjacent property line.

**For Introduction**
(A11) Ordinance 5-O-17, Authorizing the City Manager to Execute an Agreement to Sell Water to New Wholesale Water Customers, the Villages of Morton Grove and Niles
Staff recommends that the City Council adopt Ordinance 5-O-17, authorizing the City Manager to execute a Water Supply Agreement with the Villages of Morton Grove and Niles. The initial term of the agreement is for 40 years with two 10 year extension provisions at the discretion of Morton Grove and Niles (MG-N). On January 23, 2017 Morton Grove approved an ordinance authorizing their Village Manager to execute the water supply agreement. On January 24, 2017 Niles approved an ordinance authorizing their Village Manager to execute the water supply agreement.
For Action

PLANNING & DEVELOPMENT COMMITTEE

(P1) Community Partners for Affordable Housing Proposal for the Administration of the Inclusionary Housing Ordinance Waitlist
The Housing, Homelessness and Human Relations Commission and staff recommend approval of a proposal from Community Partners for Affordable Housing (CPAH) for $20,778 to administer a centralized wait list for affordable units as part of the implementation of the Inclusionary Housing Ordinance. This recommendation is based on CPAH’s experience implementing other municipal inclusionary housing ordinances. Funding is from the Affordable Housing Fund Account 250.21.5465.62490, which has a budget of $75,000, out of a total FY 2017 Fund budget of $1,658,793.
For Action

(P2) Ordinance 13-O-17, Granting a Special Use for a Micro-Distillery at 600 Main Street
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 13-O-17 granting special use approval for a Micro-Distillery at 600 Main St. in the B2 Business District and the oDM Dempster-Main Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Wynne requests suspension of the Rules for Introduction and Action by City Council on February 13, 2017.
For Introduction and Action
(P3) **Ordinance 4-O-17, Granting a Special Use for a Type 2 Restaurant, Insomnia Cookies, at 1725 Sherman Ave.**
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 4-0-17 granting special use approval for a Type 2 Restaurant, Insomnia Cookies, at 1725 Sherman Ave. in the D2 Downtown Retail Core and D3 Downtown Core Development District. The Zoning Board recommends City Council should determine appropriate hours of operation for the business. Staff has subsequently received information about existing Type 2 Restaurants in the area with later hours than recommended by DAPR and recommends allowing the 3am closing time proposed by the applicant based on the company’s operations in a large number of other municipalities. Ordinance 4-O-17 has been updated to reflect City Council’s Introduction vote with the 3am closing time. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district.

**For Action**

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**ECONOMIC DEVELOPMENT COMMITTEE**

(O1) **Le Tour de Noir Entreprise Evanston and Business Expo Request for Funding**
Staff and the Economic Development Committee recommend approval of funding for the Black Business Consortium of Evanston/Northshore for an amount not to exceed $2,100.95 for costs associated with the Le Tour de Noir Entreprise Evanston and Black Business Expo. Any costs incurred prior to City Council approval will not be reimbursed. Staff recommends utilizing the Economic Development Business Retention/Expansion Fund (Account 100.15.5300.62662). The FY 2017 Adopted Budget for this account is $250,000. To date, $0 has been spent from this account.

**For Action**

(O2) **Evanston Explorers Request for Funding**
Staff and the Economic Development Committee recommend approval of funding for the Evanston Explorers business group for an amount not to exceed $1,120.00 cover the marketing costs associated with the Evanston Explorers kickoff event and the group’s first year of website and mobile app services. Staff recommends utilizing the Economic Development Business Retention/Expansion Fund (Account 100.15.5300.62662). The FY 2017 Adopted Budget for this account is $250,000. To date, $0 has been spent from this account.

**For Action**
(O3) **Great Merchant Grant Program Update**
The Economic Development Committee and staff recommend approval of proposed revisions to the Evanston Great Merchant Grant program. Staff recommends utilizing the Economic Development Fund’s Business District Improvement Fund (Account: 225.21.5300.65522).

**For Action**

(O4) **Resolution 17-R-17, Authorizing the City Manager to Negotiate an Agreement with Sweet Vendome, Inc. to Lease City-Owned Property at 633 Howard Street**
Staff and Economic Development Committee recommend that City Council adopt Resolution 17-R-17, authorizing the City Manager to negotiate an agreement with Sweet Vendome, Inc. to lease City-owned property at 633 Howard Street. Staff will conduct further due diligence and real estate lease negotiations with the potential restaurant tenant to be located at 633 Howard Street.

**For Action**

**APPOINTMENTS**

(APP1) **For Reappointment to:**

Housing, Homelessness and Human Relations Commission - Ellen Cushing

**For Action**

**MEETINGS SCHEDULED THROUGH FEBRUARY 2017**

Upcoming Aldermanic Committee Meetings

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
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<tr>
<td>2/15/2017</td>
<td>5:30 PM</td>
<td>City-School Liaison Committee</td>
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<td>2/15/2017</td>
<td>6:30 PM</td>
<td>M/W/EBE Development Committee</td>
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<td>2/16/2017</td>
<td>6:00 PM</td>
<td>Harley Clarke Planning Committee</td>
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<td>2/21/2017</td>
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<td>Economic Development 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.
AGENDA

I. DECLARATION OF A QUORUM: ALDERMAN BRAITHWAITE, CHAIR

II. APPROVAL OF MINUTES OF REGULAR MEETING OF JANUARY 23, 2017

III. ITEMS FOR CONSIDERATION

ADMINISTRATION & PUBLIC WORKS COMMITTEE


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For Introduction

IV. ITEMS FOR DISCUSSION

(APW1) **Residential Solid Waste Request for Proposals**
City staff request feedback on the draft request for proposals (RFP) for residential solid waste services that will be issued in March, 2017. Staff will provide a presentation on the overview of existing services and contracts as well as recommended changes to include in the 2017 RFP.

For Discussion

V. COMMUNICATIONS

VI. ADJOURNMENT
Administration and Public Works Committee Meeting
Minutes of January 23, 2017
James C. Lytle Council Chambers – 6:00 p.m.
Lorraine H. Morton Civic Center

MEMBERS PRESENT: P. Braithwaite, A. Rainey, M. Wynne, D. Holmes, B. Miller


PRESIDING OFFICIAL: Ald. Braithwaite

I. DECLARATION OF A QUORUM: ALDERMAN BRAITHWAITE, CHAIR
A quorum being present, Ald. Braithwaite called the meeting to order at 6:13 p.m.

II. APPROVAL OF MINUTES OF REGULAR MEETING OF JANUARY 9, 2017
Ald. Miller moved to accept the Minutes of January 9, 2017 A&PW meeting as submitted, seconded by Ald. Wynne.

The Minutes of the January 9, 2017 A&PW meeting were approved unanimously 5-0.

III. PUBLIC COMMENT
Junad Rizki spoke about the water tank engineering capital project. He would like to know how this will be funded. He also spoke regarding the Robert Crown project. The projected cost is approximately $17 million. He has heard two different proposals, one regarding renovation of the current building and the other proposing a new building. He asked for a construction estimate.

Dan Stein, Friends of Robert Crown, spoke in favor of the Crown project.

Hank Gulman, 807 Davis Condo President, spoke in favor of Item A3.4 Sherman Plaza.

IV. ITEMS FOR CONSIDERATION
(A1) Payroll – December 26, 2016 through January 8, 2017 $ 2,699,942.49

(A2) Bills List – January 24, 2017
Fiscal Year 2016 $ 2,897,320.70
Fiscal Year 2017 $ 177,193.38

For Action

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

(A3.1) Change Order No. 1 for the Treated Water Storage Replacement Project with CDM Smith
Staff recommends that City Council authorize the City Manager to execute Change Order No. 1 for the Treated Water Replacement Project (RFP15-55) with CDM Smith (125 South Wacker Drive, Suite 600, Chicago, IL) in the amount of $95,113.00. This will increase the total contract amount from the original contract price of $1,174,685.00 to $1,269,798.00. Funding will be from the Water Fund, Capital Improvement Account 513.71.7330.62145 -733107, which has a FY2017 budget allocation of $3,920,000 for this project.

For Action
Ald. Rainey moved to recommend City Council authorize the City Manager to execute Change Order No. 1 for the Treated Water Replacement Project (RFP15-55) with CDM Smith in the amount of $95,113.00 increasing the total contract amount from the original contract price of $1,174,685.00 to $1,269,798.00, seconded by Ald. Holmes.

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

(A3.2) Single Source Purchase of One Recycling Vehicle from R.N.O.W Incorporated
Staff recommends that the City Council approves the purchase of one (1) recycling vehicle from R.N.O.W. Incorporated (8636R W. National Avenue, West Allis, WI 53227) in the amount of $254,836 for 2017. Staff is recommending the purchase of a recycle vehicle as a replacement for a like vehicle involved in a crash in October of 2016 and has been subsequently determined to be a total loss. Funding for the vehicle will be from the Insurance Fund (Account 605.99.7800.62260).

For Action
Ald. Holmes moved to recommend that City Council approves the purchase of one (1) recycling vehicle from R.N.O.W. Incorporated in the amount of $254,836 for 2017, seconded by Ald. Rainey.

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

(A3.3) Approval of Payment to Duncan Solutions, Inc. for City’s Parking Meter and Pay By Cell Operations
Staff recommends the City Council authorize expenditure to Duncan Solutions, Inc. (633 W. Wisconsin Ave., Milwaukee, WI) and its third party vendor, Passport Parking, to cover the fees associated with parking meter and pay by cell
operations in the amount of $214,000. The new parking meters have a monthly fee for back office support of $7.25 that is estimated to be a monthly charge of $12,586 based on a current inventory of 1736 parking meters. Passport Parking is the third party vendor for Duncan Solutions, Inc. for pay-by-cell activity, and charges a $.35 per transactions fee for processing. The current 5-year agreement with Duncan Solutions, Inc. was approved by City Council on July 15, 2013. Funding will be from Account 505.19.7015.65070 with a budget of $230,000.

For Action
Ald. Wynne moved to recommend City Council authorize expenditure to Duncan Solutions, Inc. and its third party vendor, Passport Parking, to cover the fees associated with parking meter and pay by cell operations in the amount of $214,000, seconded by Ald. Holmes.

At Ald. Wynne’s inquiry, Parking/Fleet Manager Rickey Voss confirmed that the pass-through charges are an industry-wide standard. Pay-by-cell activity has spiked and a lot of residents opt to pay for the 2 hour maximum when they park. As a result, there has been a drop in parking tickets.

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

(A3.4) Change Order No. 2 to Parking Access and Revenue Control System Contract with Automated Parking Technologies
Staff recommends that City Council authorize the City Manager to execute Change Order No. 2 to the Parking Access and Revenue Control System (PARCS) contract with Automated Parking Technologies, L.L.C. (APT) (500 W. 18th Street, Suite 301, Chicago, IL) to provide transponders to Sherman Plaza residents for access to the Sherman Plaza Parking Garage. This change order includes installation of garage access readers and equipment plus transponders for residents in the total amount of $140,292.47. Funding for the project will be provided by the FY2017 Parking Fund Capital Improvement (Account 505.19.7005.65515) with a budget $3,020,000.

For Action
Ald. Miller moved to recommend City Council authorize the City Manager to execute Change Order No. 2 to the Parking Access and Revenue Control System (PARCS) contract with Automated Parking Technologies, L.L.C. (APT) to provide transponders to Sherman Plaza residents for access to the Sherman Plaza Parking Garage, which includes installation of garage access readers and equipment plus transponders for residents in the total amount of $140,292.47, seconded by Ald. Rainey.

Ald. Fiske explained that residents were promised nested parking. Although complaints have decreased recently there needs to be a resolution to this frustrating issue. The proposal includes lowering the technology to accommodate the error. Ald. Holmes voiced concern about the cost of the proposed solution given that it may not fix all the issues.
At Ald. Miller’s inquiry, Mr. Gulman explained that residents have experienced issues since the beginning of the installation. Monthly parkers utilize a proximity cards while residents with access to the nested parking rely on license plate recognition (LPR) to enter the area. The garage previously used a transponder system. There are approximately 500 residents with 300 vehicles.

At Ald. Wynne’s inquiry, Parking/Fleet Manager Rickey Voss explained that the cost of the LPR and warranty was $1.378 million for all 3 garages. He deferred further questions to the vendor present.

The vendor explained that they have identified issues with the manufacturer. He is confident that an operating system update (available from the manufacturer next week) should fix most, if not all of the problems. He noted that the system works per the industry standard of 95%.

Ald. Rainey asked the representative if the vendor would be willing to pay for the cost of the change given the magnitude of the issues the Sherman Plaza residents are experiencing. He agreed to speak to his business associates.

Ald. Rainey recommending approving the item and hoping the updates fix the problems. Ald. Holmes moved to hold the item in Committee until the February 13th meeting and waiting for an update that the issue has been resolved, seconded by Ald. Wynne.

The Committee voted 2-3 with Alds. Wynne, Braithwaite and Holmes opposed to approving the change order. This item will be held in Committee until February 13, 2017.

(A3.5) Change Order to the Sikich LLC 2015 Audit Contract
Staff recommends approval of a Change Order to the Sikich, LLC Audit contract for $41,000, increasing the original contract from $83,250 to $124,250. This change order stems from two main contract changes, the completion of the actual Comprehensive Annual Financial Report by Sikich ($12,000) and support services above the contract limits in the absence of the City’s Accounting Manager/Controller. Funding is provided as follows: $100,000 from Account #100.15.1570.62110, Auditing, with a budget of $100,000, and $25,000 from Account #100.15.1570.61010, Regular Pay, with a budget of $473,693.00.

For Action
Ald. Rainey moved to recommend City Council authorize the City Manager to approve a Change Order to the Sikich, LLC Audit contract for $41,000, increasing the original contract from $83,250 to $124,250 stemming from two main contract changes, the completion of the actual Comprehensive Annual Financial Report by Sikich ($12,000) and support services above the contract limits in the absence of the City’s Accounting Manager/Controller, seconded by Ald. Wynne.

The Committee voted unanimously 5-0 to approve the change order.
(A3.6) **Northeastern Illinois Public Safety Training Academy 2017 Membership Dues**

Staff recommends approval of payment of the 2017 Northeastern Illinois Public Safety Training Academy (NIPSTA) membership fees in the amount of $23,545.00 for the Fire Department and Public Works Agency. The City of Evanston became a member in 2006 and has used many of the training opportunities and services they offer. The City's 2017 membership costs will be $1,497 less than 2011 because the City has been a member for over five consecutive years. Funding for both the Fire and Public Works Departments' memberships will be from Fire Department Account 100.23.2305.62360, with a budget of $44,800.

**For Action**

Ald. Holmes moved to recommend City Council approval of payment of the 2017 Northeastern Illinois Public Safety Training Academy (NIPSTA) membership fees in the amount of $23,545.00 for the Fire Department and Public Works Agency, seconded by Ald. Rainey.

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

(A3.7) **Agreement with Smithereen Pest Management Services for City Wide Rodent Control**

Staff recommends City Council authorize the City Manager to sign an agreement with Smithereen Pest Management Services (7400 N. Melvina, Niles, IL 60714) for the provision of rodent control services for residential properties and public places in the City of Evanston. The amount indicated for these services is $30,000 for a period of February 1, 2017 to February 1, 2018. Staff also recommends a 2 year extension at the expiration of the agreement and an additional one year option to renew. Funding is provided by Account 100.24.2435.62605, Licensed Pest Control Services, with a budget of $22,800 for FY2017.

**For Action**

Ald. Wynne moved to recommend City Council authorize the City Manager to sign an agreement with Smithereen Pest Management Services for the provision of rodent control services for residential properties and public places in the City of Evanston in the amount indicated of $30,000 for a period of February 1, 2017 to February 1, 2018. Staff also recommends a 2 year extension at the expiration of the agreement and an additional one year option to renew, seconded by Ald. Holmes.

At Ald. Rainey’s inquiry, Health and Human Services Director Evonda Thomas-Smith explained that she respects the integrity of the purchasing/RFP process. She is confident in the ability of the response and level of service from Smithereen. However, they will not be working independently. Their services will be just one component of the comprehensive pest management program.

City Manager Wally Bobkiewicz suggested the City can go back out for RFP, but cautioned that bids could come in higher.
Ald. Wynne directed staff to go back out for RFP. She noted quality control issues in various wards. Ald. Rainey acknowledged that staff has done a great job, but suggested this item be held until the next meeting. Public Health Manager Ike Ogbo confirmed that the current vendor will continue to provide services on a month-to-month basis until the Council is satisfied to move forward. Director Thomas-Smith offered to have representatives from Smithereen present at the next Council meeting to answer any questions from the Committee.

Ald. Rainey moved to hold this item in Committee until February 13, 2017, seconded by Ald. Miller.

The Committee voted unanimously 5-0 to hold this item in Committee.

(A3.8) Contract with Woodhouse Tinucci Architects, LLC to Provide Architectural/Engineering Services for the Robert Crown Community Center, Ice Complex and Library
Staff recommends that City Council authorize the City Manager to execute a contract to provide architectural/engineering services for the Robert Crown Community Center, Ice Complex and Library with Woodhouse Tinucci Architects, LLC (230 W. Superior St., 6th Floor, Chicago, IL) in the amount of $497,500. This fee is to provide the programming/investigation and schematic concept design services only. Funding for this project will be provided from Capital Improvement Program (CIP) 2016 General Obligation Bonds (Account 415.40.4116.62145 – 616017) in the amount of $600,000. Additional project funding is also available from the 2017 General Obligation Bonds in the amount of $900,000 to be utilized for future project costs.

For Action
Ald. Miller moved to recommend City Council authorize the City Manager to execute a contract to provide architectural/engineering services for the Robert Crown Community Center, Ice Complex and Library with Woodhouse Tinucci Architects, LLC in the amount of $497,500, seconded by Ald. Rainey.

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

(A4) Resolution 7-R-17, Authorizing Payments Relating to the FY 2017 Capital Improvement Plan Projects be Reimbursed by the Subsequent 2017 General Obligation Bond Issuance
Staff recommends City Council adoption of Resolution 7-R-17 authorizing that payments relating to FY 2017 Capital Improvement Plan project expenditures up to $14,195,000 be reimbursed by the subsequent 2017 General Obligation bond issuance.

For Action
Ald. Rainey moved to recommend City Council adopt Resolution 7-R-17 authorizing that payments relating to FY 2017 Capital Improvement Plan project expenditures up to $14,195,000 be reimbursed by the subsequent 2017 General Obligation bond issuance, seconded by Ald. Holmes.
The Committee voted unanimously 5-0 to adopt the resolution.

(A5) **Ordinance 5-O-17, Water Sales Agreement with Morton Grove and Niles**
Staff recommends that the City Council adopt Ordinance 5-O-17, authorizing the City Manager to execute a Water Supply Agreement with the Villages of Morton Grove and Niles. The initial term of the agreement is for 40 years with two 10 year extension provisions at the discretion of Morton Grove and Niles.

**For Introduction**
Ald. Holmes moved to recommend City Council adopt Resolution 5-O-17, authorizing the City Manager to execute a Water Supply Agreement with the Villages of Morton Grove and Niles with an initial term of 40 years with two 10 year extension provisions at the discretion of Morton Grove and Niles, seconded by Ald. Wynne.

At Ald. Rainey’s inquiry, Public Works Agency Director Dave Stoneback confirmed that there is an existing meter vault at Emerson and McCormick. He anticipates construction to work on the 36 inch diameter water main to supply Morton Grove and Niles to begin in 2018.

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

V. ITEMS FOR DISCUSSION

V. COMMUNICATIONS

VI. ADJOURNMENT
Ald. Rainey moved to adjourn the meeting at 7:34pm.
Memorandum

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

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

Subject: City of Evanston Payroll and Bills

Date: February 8, 2017

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

Summary:
Payroll – January 9, 2017 through January 22, 2017 $ 3,209,369.02
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Bills List – February 14, 2017
FY: 2016 $ 882,542.64
   General Fund Amount – Bills list $ 303,949.26
FY: 2017 $ 1,661,100.09
   General Fund Amount – Bills list $ 284,319.76

TOTAL AMOUNT OF BILLS LIST & PAYROLL $ 5,753,011.75

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

Attachments:
Bills Lists
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**PERIOD ENDING 02.14.2017 FY 2016**

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  - 64005 UTILITIES
  - 65070 MONTHLY AUTOTRAX FEE BACK OFFICE DECEMBER 2016
  - 65070 MONTHLY AUTOTRAX CREDIT/DEBIT TRANSACTION FEES DEC 2016
  - 62245 TOTAL PARKING SOLUTIONS, INC.
  - 64005 COMED UTILITIES
  - 65070 DUNCAN PARKING TECHNOLOGIES, INC.
  - 64005 TOTAL PARKING SOLUTIONS, INC.
  - 64005 COMED UTILITIES
  - 65070 DUNCAN PARKING TECHNOLOGIES, INC.
  - 65070 3C PAYMENT (USA) CORP

**502 CHURCH STREET GARAGE**

- 53500 PARKING SOLUTIONS, INC.
  - 53500 COOK COUNTY COLLECTOR
  - 53510 COOK COUNTY COLLECTOR

**503 SHERMAN GARAGE**

- 53500 PARKING SOLUTIONS, INC.
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**504 MAPLE GARAGE**

- 53500 PARKING SOLUTIONS, INC.
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- 505 501 PARKING LOTS & METERS
- 505 502 CHURCH STREET GARAGE
- 505 503 SHERMAN GARAGE
- 505 504 MAPLE GARAGE

**510 WATER FUND**

- 4200 WATER PRODUCTION
  - 56140 ILLINOIS DEPT OF REVENUE *SALES TAX DEC 2016
  - 56145 VISU-SEWER OF ILLINOIS, LLC FIRE HYDRANT DEPOSIT REFUND
  - 62245 CDM SMITH, INC. SCADA SUPPORT SERVICES RFP 14-02
  - 64540 BYTRONICS, INC., BASIN TECH CENTRE MONTHLY SUPPORT FOR DIGITRACK TICKETS
  - 65095 OFFICE DEPOT OFFICE SUPPLIES

- 4208 WATER BILLING
  - 64540 VERIZON WIRELESS COMMUNICATION CHARGES-DEC 16

- 4210 PUMPING
  - 65035 KELLER HEARTT CO, INC. 2016 ANNUAL LUBE

- 4220 FILTRATION
  - 62465 EUROFINS EATON ANALYTICAL LABORATORY TESTING-Routine COMPLIANCE

- 4225 WATER OTHER OPERATIONS
  - 62180 THE MAHER CORPORATION, DBA RISK MANAGEMENT PLAN UPDATE

- 4540 DISTRIBUTION MAINTENANCE
  - 65055 MID AMERICAN WATER OF WAUCONDA 2016 WATER DISTRIBUTION SYSTEMS MATERIALS
  - 65055 NORTH SHORE TOWING MOTOR CLUB TOW & HOOK
  - 65055 BADGER METER, INC. BADGER M-2000 FLANGED MAG METER 8"

**513 WATER DEPR IMPRV & EXTENSION FUND**

- 7330 WATER FUND DEP, IMP, EXT
  - 416507 65515 HAMPTON, LENZINI AND RENWICK, INC. 2017 TOPOGRAPHIC SURVEYING SERVICES

**515 SEWER FUND**

- 4530 SEWER MAINTENANCE
  - 62415 G & L CONTRACTORS, INC. 2016 DEBRIS HAULING
  - 65055 G & L CONTRACTORS, INC. 2016 GRANULAR MATERIALS

- 4535 SEWER IMPROVEMENTS
  - 416507 65515 HAMPTON, LENZINI AND RENWICK, INC. 2017 TOPOGRAPHIC SURVEYING SERVICES
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Grand Total 882,542.64

PREPARED BY ______________________ DATE ______________________

REVIEWED BY ______________________ DATE ______________________

APPROVED BY ______________________ DATE ______________________
### CITY OF EVANSTON

#### BILLS LIST

**PERIOD ENDING 02.14.2017 FY 2017**

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# CITY OF EVANSTON

## BILLS LIST

**PERIOD ENDING 02.14.2017 FY 2017**

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### CITY OF EVANSTON

**BILLS LIST**

**PERIOD ENDING 02.14.2017 FY 2017**

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7710 MAJOR MAINTENANCE Total          | 66,545.03

600 FLEET SERVICES FUND Total         | 67,377.74

601 EQUIPMENT REPLACEMENT FUND

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65510 HAVEY COMMUNICATIONS INC.      | #31 ADDITIONAL LIGHTS                   | 203.00   |
| 65530 HAVEY COMMUNICATIONS INC.     | #31 SET UP NEW POLICE VEHICLE           | 3,325.95 |
| 65550 HAVEY COMMUNICATIONS INC.     | #32 SET UP NEW POLICE VEHICLE           | 3,325.95 |
| 65550 HAVEY COMMUNICATIONS INC.     | #49 ADDITIONAL LIGHTS                   | 203.00   |
| 65550 HAVEY COMMUNICATIONS INC.     | #49 SET UP NEW POLICE VEHICLE           | 3,560.45 |
| 65550 HAVEY COMMUNICATIONS INC.     | #54 SET UP NEW POLICE VEHICLE           | 4,765.95 |
| 65550 HAVEY COMMUNICATIONS INC.     | POWER SUPPLY                            | 139.40   |

7780 VEHICLE REPLACEMENTS Total      | 15,523.70

601 EQUIPMENT REPLACEMENT FUND Total | 15,523.70

605 INSURANCE FUND

7800 RISK MANAGEMENT

62310 J.J. KELLER & ASSOCIATES, INC. | CITYWIDE TRAINING-ONLINE               | 6,000.00 |

7800 RISK MANAGEMENT Total           | 6,000.00

605 INSURANCE FUND Total            | 6,000.00

Grand Total                          | 1,224,571.58

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For City Council meeting of February 13, 2017
Business of the City by Motion: Recent NU Property Acquisition – 1810 Oak Ave.
For Action

Memorandum

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

From: W. Grant Farrar, Corporation Counsel
      Michelle Masoncup, Deputy City Attorney

Subject: Recent Northwestern University Property Acquisition – 1840 Oak Avenue

Date: February 13, 2017

Recommended Action:
It is recommended that the City Council receive this report regarding Northwestern University’s recent property acquisition of 1840 Oak Avenue within the boundaries of the Research Park zoning district and refer the item back to Administration & Public Works for further discussion at its March 13, 2017 meeting.

Livability Benefits:
Built Environment – Enhance Public Spaces and Provide a Stable Property Tax Base

Background and Analysis:

Property Status
Alderman Fiske made an Aldermanic reference requesting City staff evaluate an expected purchase of real property in the Research Park district (1840 Oak Avenue) by Northwestern University. This evaluation necessitated a review of agreements put into place by the City and Northwestern University in the 1980s to govern future transactions in the Research Park district.

In a letter dated January 31, 2017 (attached), the University indicated that it was acquiring 1840 Oak Avenue. In that letter, the University indicated it would commit to making annual voluntary payments each December in the amount of $350,000 to the City.

The PIN for the property is 11-18-112-040-0000. City records indicate the transfer stamp was purchased on January 19, 2017. The purchase price was $4,500,000 and the transfer stamp fee was $22,500. Cook County Assessor records indicate that the property tax payable at 1840 Oak for 2015 was $275,860.

Staff requested the University clarify with us if it closed the sales transaction for this property.
Historical Background on Research Park and Property
The history of the Research Park is long and winding, and exceeds the scope of this memorandum. On February 5, 1986, Northwestern and the City executed a Statement of Understanding (“SOU”) that outlined future transactions, the creation of TOPCORP to which the City and Northwestern were members, and which parties would own certain parcels of land if all could be acquired. Recital 3 in this SOU recites that “…certain lands shall be conveyed to TOPCORP and thereby placed on the tax rolls,.....”.

On March 24, 1988, a Declaration of Covenants, Conditions, and Restrictions for the Northwestern University/Evanston Research Park (“CCR”) was executed and recorded that set forth specific covenants and restrictions regarding future development for a specific area. The parties to the CCR are TOPCORP, Inc., Northwestern University, and Research Park, Inc. The boundaries of the Research Park are identified on page 115 of the CCR, which identifies the properties included by number, 1840 Oak is Parcel 2. (Map attached).

Page 20, Section 5.3 of the CCR states:

Consent Required for Certain Transfers. **Without the prior express written consent of the City, no portion of the Property (other than Parcel 14) shall be sold, conveyed, leased or otherwise disposed of to a tax exempt entity** (other than the City or, in the case of a Parcel upon which the University is constructing or will construct a parking structure in accordance with the terms of the Development Agreement, the University, provided that the foregoing shall not be deemed in any manner to obligate the University to construct such parking structure) **if the result thereof would be to exempt such portion of the Property from the payment of general real estate taxes.** [Emphasis added]

Page 30, Section 10.1, provides the duration of the CCR is until December 31, 2086. Page 40, Section 14.9, provides that the covenants within this CCR run with the land.

However, given that Ald. Fiske’s referral is recent, there remains a voluminous record of documents relating to Research Park formation and the chain of title relative to transactions of Parcel 2/1840 Oak, to comprehensively evaluate. In order to evaluate 30 years of documents, memorandums and related information, staff is recommending that this issue be returned to Administration & Public Works at its March 13, 2017 meeting for further discussion.

Attachments:
January 31, 2017 Letter from Nim Chinniah
Research Park Boundary Map
February 5, 1986 Statement of Understanding between the City and NU (first SOU)
March 24, 1988 Declaration of Covenants, Conditions, Restrictions and Easements for Northwestern University/Evanston Research Park
January 31, 2017

Mayor Elizabeth B. Tisdahl
2100 Ridge Avenue, #2500
Evanston, IL 60201

Dear Mayor Tisdahl,

Northwestern and the City of Evanston have been inextricably linked for over 150 years. Both the Evanston community and the University are storied institutions with a rich history of success and strength. Our partnership is now stronger than it has ever been. We are grateful for your leadership in building and sustaining this relationship along with President Morton Schapiro. You have our continued commitment to a long-term spirit of partnership and collaboration.

Over the past two years, the University has made commercial and residential real estate decisions in the Evanston community which have made a financial impact. These items include:

- Returning the 1620 Judson property back to the tax rolls
- Acquiring 630 Clinton
- Acquiring 2522 Orrington
- Acquiring 1840 Oak

To protect and preserve City revenues and demonstrate our commitment to the City of Evanston and Evanston schools, Northwestern commits to making annual voluntary payments each December in the amount of $350,000 to the City.

We also affirm our other commitments to strengthening our community. Some examples include the Good Neighbor Fund of a $1 million annual contribution for five years, a recent commitment to the Robert Crown Community Center of $1 million, the Evanston Township High School partnership office, the District 65 STEM coordinator, and support and partnership for jobs programs including the Mayor’s Summer Youth Employment Program, the Skilled Trades Trainee Program, and the Evanston Workforce Development Program.

The acquisition of these properties by the University also contributes to achieving other priority initiatives for the City. Translational research space provides the opportunity for companies founded by our faculty to remain in Evanston, and thus strengthen our retail and local businesses by contributing jobs and enlivening our city center.

We are proud of our growing and vibrant partnership with the City of Evanston and the impact it is having on our community and our University. We thank you for your continued collaboration, support, and leadership.
Sincerely,

[Nim Chinniah]
Executive Vice President

CC: Wally Bobkiewicz, City Manager, City of Evanston
STATEMENT OF UNDERSTANDING
BETWEEN THE CITY OF EVANSTON
AND
NORTHEASTERN UNIVERSITY
WITH RESPECT TO
THE EVANSTON/UNIVERSITY RESEARCH PARK

WHEREAS, the City of Evanston ("City") and Northwestern University ("University") propose to develop a Research Park ("Park") of approximately twenty-two (22) acres of land now owned primarily by the City and the University, bounded on the south by Davis Street, on the east by the CTA elevated tracks, on the north by Emerson Street, and on the west by the Chicago and North Western Railroad tracks in accordance with Exhibit A attached hereto; and

WHEREAS, the parties have agreed to create a for-profit corporation known as TOPCORP to perform functions as hereinafter set forth including but not limited to certain land acquisition functions; and

WHEREAS, certain lands shall be conveyed to TOPCORP and thereby placed on the tax rolls, except any land as elected by the City Council of the City of Evanston, in order to effectuate the development of the Evanston University Research Park; and

WHEREAS, that portion of the land shown on Exhibit A designated as Basic Industry Research Lab (BIRL), which is owned by the University, shall be used for a basic industry research laboratory and shall not be conveyed to TOPCORP; and

WHEREAS, the rights of way used as public streets
which are owned by the City shall not be conveyed to TOPCORP; and

WHEREAS, all other lands, excluding BIRL and public rights of way, shown on Exhibit A, shall be hereinafter referred to as "Land" and that part of the Land owned by the City and the University respectively is herein called the "Owned Land."

NOW, THEREFORE, the following shall be the understanding of the parties with respect to the Research Park Development:

1. **RECITALS**

   The aforesaid recitals shall be incorporated in this Statement.

2. **SALE TO TOPCORP**

   The City and the University shall enter into a contract ("Contract for Sale") with TOPCORP under which each of them agrees to sell to TOPCORP their portion of the Owned Land. Said "Contract for Sale" shall be presented to the City of Evanston and Northwestern University within 180 days of the execution of this Statement of Understanding. TOPCORP shall assume the obligations of the City with regard to the Carley Capital Group rights affecting "Owned Land." The price to be paid for the Owned Land shall be the higher of fair market value as determined by appraisals at the time of the contract or actual cost to the seller.

   TOPCORP shall be obligated to close the purchase of
all of the Owned Land within eight years of the date of the Contract of Sale, but may purchase and close any parcels of the Owned Land designated by it from time to time before such date. Until closing, use and possession of the Owned Land, or the parts thereof not yet conveyed to TOPCORP, shall remain in the City and the University, respectively. At the time of each closing, TOPCORP shall issue its promissory note or notes to the seller secured by a mortgage and amendments thereto on the Owned Land (the "Mortgage") in the amount of the purchase price, with principal due twenty-eight years from the date of the Contract of Sale and interest payable at the rate of one percent per annum above the Corporate Base Rate of the First National Bank of Chicago from time to time in effect, on the unpaid principal and, to the extent enforceable, on any accrued and unpaid interest. From its net income, before taxes, TOPCORP shall pay interest to the City and the University, respectively pro rata based on Land conveyed to it. After payment of principal and interest has been completed, all further profits shall be distributed to the City and the University respectively pro rata based on land conveyed to TOPCORP.

If all of the Owned Land is not purchased and closed by TOPCORP by the 5th anniversary date of this Statement or the 4th anniversary date of the Contract of Sale, whichever first occurs, then in each such case all of the Owned Land shall be reappraised to its fair market value on an unimproved basis
free from all leases (except those leases or improvements, if any, which existed at time of conveyance to TOPCORP) as of such anniversary date. The purchase price for all of the Owned Land, including parcels previously purchased and closed, shall become the highest of actual cost to the seller, the original appraised fair market value, or the subsequent reappraised fair market value, as the case may be, and the notes of TOPCORP and the Mortgage shall be amended to reflect any such changes.

3. **SALE TO TOPCORP OF AFTER ACQUIRED LAND**

The balance of the Land not owned by the City or the University on the date of this Statement shall, in the manner required by law, be acquired by the City and conveyed to TOPCORP, and from and after the date of such acquisition shall be treated as Owned Land of the City for the purposes of this Statement. The City shall provide 100% of the funds needed for such acquisitions, and TOPCORP shall issue notes for such amounts to be secured by the Mortgage on the same terms as notes issued for the Owned Land. When such property is acquired by TOPCORP, the Mortgage shall be amended to include such property. Land acquired by the City or by TOPCORP pursuant to this paragraph shall be the subject of any subsequent reappraisals made pursuant to the immediately prior paragraph, and the purchase price shall become the highest of the actual cost, the original appraised fair market value, or subsequent reappraised fair market value; the notes of TOPCORP and the Mortgage shall be amended to reflect any such changes.
4. **ESTABLISHMENT OF LINE OF CREDIT**

In recognition of the City's obligation to provide all funds necessary for land acquisition by TOPCORP, the University shall extend to the City a $4,000,000 line of credit, which line of credit shall be subject to the following terms:

A. The City may draw upon the line of credit in increments of $250,000 so long as it shall not draw down more than $1,500,000 in any 12-month period. The line of credit will be available for a 5-year period beginning on the effective date of this Statement.

B. Interest shall accrue on each advance under the line from the date of the draw until fully repaid, said interest payable quarterly in arrears each year on January 1, April 1, July 1, and October 1.

C. The rate of interest payable each quarter shall be 53% of the average rate of interest charged by money center banks to their prime customers during the preceding quarter, as measured by the Corporate Base Rate of the First National Bank of Chicago.

D. At its option, the City may defer repayment of the principal amount of any advance during the first two years of this Statement. All funds advanced by the University as of that date, which is two years to the date from the effective date of this Statement, shall then be summed, and the total of such principal shall be repaid to the University in forty equal installments, payable quarterly beginning with the first day of the next calendar quarter. Repayment of any principal advanced under the line after the deferral period has expired shall be scheduled in equal quarterly installments so that the total shall have been repaid in full twelve years from the effective date of this Statement. The City shall have the right to repay all or any part of the principal amounts advanced on an accelerated schedule without limitation or penalty.

E. Funds advanced under this line of credit may be employed by the City for any purpose permitted by law. During any year in which the City shall draw upon the line, it shall report to the University at the end of that year the purposes for which the funds are used.
have been employed. Failure by the City to make timely repayments of principal or interest due as described herein shall constitute a default by the City and all outstanding principal advanced to the City and all accrued interest shall become due and payable sixty days after the date on which such interest and principal payments in default were due, provided, however, that the City may cure said default by making such defaulted payments within 30 days after notice of default is given in writing.

5. **OBLIGATION TO PURCHASE LAND**

The City agrees that the balance of the Land not owned by the City or the University will have been purchased by the City within five years of the effective date of this Statement or steps to condemn shall have been initiated. After all of the Owned Land has been purchased by TOPCORP, the indebtedness owed to the City and the University may be prepaid from time to time on a _pro rata_ basis at the option of TOPCORP from its net income after payment of all accrued interest. All Land shall be conveyed in fee simple subject only to title exceptions which presently exist and such additional title exceptions that do not unreasonably interfere with the intended use of the land by TOPCORP and as shall be commonly shown on opinion of title by recognized title companies; provided, however, that TOPCORP may waive defects in title at the time of closing.

6. **OPERATION OF TOPCORP**

The City and the University will each acquire fifty percent (50%) of the stock of TOPCORP in separate classes so that each will be entitled to elect and replace three
Directors. Such stock holdings shall not affect the receipt of payment as provided in paragraph two (2) of this Statement of Understanding. Neither party will be permitted to sell its stock in TOPCORP without the prior approval of the other party. The officers and budget of TOPCORP will be determined by the Directors. TOPCORP shall provide an annual report to the City of Evanston and Northwestern University.

7. **TAX INCREMENT FINANCING**

The City agrees to proceed with TIF pursuant to the Ordinance attached hereto as Exhibit B as the same may be amended from time to time by the City Council. This Statement shall be implemented in accordance with the requirements of the "Real Property Tax Increment Allocation Redevelopment Act" (Ch. 24, §11-74.4-1, et. seq., Illinois Revised Statutes), and said statute is incorporated herein by reference.

8. **LEASE FROM TOPCORP TO RESEARCH PARK, INC.**

All of TOPCORP's Land (subject to the mortgages in favor of the City and the University) will be (i) leased to a wholly-owned subsidiary of TOPCORP to be formed and named RESEARCH PARK, INC. ("RPI") for a term of ninety-nine (99) years; (ii) sold to RPI; or (iii) sold to third parties with the approval of TOPCORP and RPI at RPI's recommendation. Any transfer of interest from TOPCORP or RPI shall be made subject to the conditions of Exhibit C, Master Plan Document. The rental or sale payments to be made to TOPCORP will be all of the payments received by RPI from developers less RPI's
operating expenses (including real estate taxes and insurance premiums), amenities contributions and reserves for such expenses and contributions. RPI's annual budget shall be subject to advance approval by TOPCORP.

9. **BOARD OF RPI**

RPI will be governed by a Board of Directors ("Board") that will consist of no fewer than twelve (12) members initially, and no more than nineteen (19) members thereafter. The City and the University will each designate six (6) initial members of the RPI Board to be elected by TOPCORP. Up to seven (7) additional members may be elected by TOPCORP upon recommendation of the Board and as appropriate to enhance the leadership or expertise of the Board. A majority of those additional members shall be Evanston residents.

Members of the Board will serve for staggered three (3) year terms and may not be removed during their term except by action of the Board. The Directors designated by the City and the University need not be either employees of the parties or elected officials. Vacancies due to resignation, death, incapacity, or removal for cause by action of the Board of persons designated by the City, the University, or TOPCORP shall be filled by persons designated by the City or the University, or TOPCORP respectively. At the end of each City or University member's term, the City and the University, respectively, will be entitled to the election or re-election of new individuals designated by them. Initial terms of
election shall be staggered to provide for election or re-election of at least three (3) individuals in each of the initial three (3) years.

10. **OPERATION OF RPI**

RPI shall have the following functions:

1. to negotiate with Carley Capital Group ("Carley") and, pursuant to the provisions of paragraph 11 below, with other potential developers and end-users for the development of the Park;

2. to promote and market the Park to qualified developers, contractors, and tenants as defined in Exhibit C, which is made a part of this Statement;

3. to make management and maintenance arrangements for the Park (including any amenities program adopted as provided in item (4) below); and

4. to propose for TOPCORP's approval an amenities program for the Park; and

5. to be primarily accountable to TOPCORP, and provide TOPCORP with an annual report.

6. to carry out such other functions as shall be assigned by TOPCORP not inconsistent with the purposes of this statement.

7. to secure detailed site development plans as necessary, including covenants, landscaping, parking, etc.

Except as set forth above, RPI shall not create any subsidiary or enter into any joint venture, limited partnership, or other such association, or engage in capital investment, without the approval of TOPCORP.

11. **AGREEMENT BETWEEN RPI AND CARLEY CAPITAL GROUP**

The City has heretofore entered into a Memorandum of Agreement, dated September 3, 1983, with the Carley Capital
Group, granting first refusal to develop the City-owned Land to be sold to TOPCORP. TOPCORP shall assume the obligations of the City of Evanston with regard to the Carley Capital Group's rights affecting "Owned Land." RPI may be utilized to effectuate the provisions of that Memorandum of Agreement and to negotiate with other developers in the event that Carley Capital Group chooses not to exercise its right of refusal.

12. GOVERNING LAW

This Statement of Understanding and all action pursuant hereto shall be governed by the laws of the State of Illinois.

In the event TOPCORP is dissolved, the assets shall be distributed to the City of Evanston and Northwestern University pro rata according to value of the land owned by TOPCORP as reflected in TOPCORP's notes and mortgage at the time of dissolution.

This Statement shall be in full force and effect from and after this date, the 5th day of February, 1986, the date of its execution by the parties.

CITY OF EVANSTON

By Joel M. Asprooth
City Manager

NORTHWESTERN UNIVERSITY

By Arnold R. Weber
President
AN ORDINANCE

Adopting and Approving a Tax Increment Financing Redevelopment Plan and Redevelopment Project

WHEREAS, the City of Evanston, Cook County, Illinois desires to implement municipal real property tax increment allocation redevelopment financing as authorized by the Real Property Tax Increment Allocation Redevelopment Act (Chapter 24, Sections 11-74.4-1 et seq., of the Illinois Revised Statutes hereinafter called "the Act"), in connection with a proposed redevelopment plan and redevelopment project, within the boundaries of the said City of Evanston, as hereinafter described in this Ordinance; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act a public hearing was held on November 26, 1984 at the Council Chambers, Evanston Civic Center, Evanston; and

WHEREAS, said public hearing dealt with a proposed redevelopment plan, redevelopment project and a specified redevelopment project area within an area generally bounded by Emerson Street and Elgin Road on the north, Sherman Avenue and Benson Avenue on the east, Davis Street and Clark Street on the south, and the Chicago and North Western Railroad on the west, all in the City of Evanston; and

WHEREAS, due notice in respect to said hearing was given pursuant to Sections 11-74.4-5 and 11-74.4-6 of the Act, said notice having been given to the appropriate public taxing districts by certified mail on October 12, 1984; and by publication on November 1, 1984, and November 8, 1984; and by certified mail to all taxpayers of record in the proposed redevelopment area on November 15, 1984; and

WHEREAS, the Mayor and City Council have reviewed the information concerning the area presented at the public hearing and have reviewed other studies and is generally informed of the conditions of the area in the proposed Redevelopment Project Area; and
WHEREAS, the Mayor and City Council have reviewed the conditions pertaining to lack of private investment in the proposed Redevelopment Project Area to determine whether private development would take place in the proposed Redevelopment Project Area as a whole without the adoption of the proposed Redevelopment Plan; and

WHEREAS, the Mayor and City Council have reviewed the conditions pertaining to real property in the proposed Redevelopment Project Area to determine whether contiguous parcels of real property and improvements thereon in a proposed Redevelopment Project Area would be substantially benefited by the proposed Redevelopment Project improvements; and

WHEREAS, the Mayor and City Council have reviewed the proposed Redevelopment Plan and Project and Comprehensive Plan for development of the municipality as a whole to determine whether the proposed Redevelopment Plan and Project conform to the Comprehensive Plan of the City; and

WHEREAS, the Mayor and City Council of the City of Evanston now deems it appropriate to approve the proposed project and plan to begin to initiate measures as rapidly as possible, for the promotion and protection of the health, safety, morals and welfare of the residents of the City of Evanston.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Evanston, Cook County, Illinois:

SECTION 1: FINDINGS: The City Council of the City of Evanston hereby make the following findings:

(a) The area constituting the proposed Redevelopment Project Area in the City of Evanston, Illinois, is described in "EXHIBIT A" attached hereto and incorporated herein by reference.

(b) There exist conditions which cause the area proposed to be designated as a Redevelopment Project Area to be classified as a Conservation Area as defined in Section 11-74.4-3(b) of the Act.

(c) The proposed Redevelopment Area Project on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the
adoption of the Redevelopment Plan.

(d) The Redevelopment Plan and Redevelopment Project conform to the Comprehensive Plan for the development of the municipality as a whole.

(e) The parcels of real property in the proposed Redevelopment Project Area are contiguous and only those contiguous parcels of real property and improvements thereon which will be substantially benefited by the proposed Redevelopment Project improvement are included in the proposed Redevelopment Project Area.

(f) The estimated date for final completion of the Redevelopment Project is January 1, 1997.

(g) The obligations issued to finance Redevelopment project costs may be issued in one or more series bearing interest at such rate or rates as the corporate authorities of the Village shall determine by ordinance. Such obligations shall bear such date or dates and mature at such time or times not exceeding twenty (20) years from their respective dates, and not more than twenty-three (23) years from the date of adoption hereof, as the corporate authorities may designate.

SECTION 2: APPROVAL OF PLAN AND PROJECT: The Redevelopment Plan and Redevelopment Project which were the subject matter of the hearing held on November 26, 1984 is hereby adopted and approved. A copy of the Redevelopment Plan and Redevelopment Project marked "EXHIBIT B" is attached hereto and made a part hereof by reference thereto.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: December 17, 1984.

ATTEST:

City Clerk

Approved as to form:
A tract of land consisting of Lots and Blocks or parts thereof and streets and alley of Blocks 1, 2, and 3 in the West part of the N.W. ¼ of Section 18, Blocks 6, 7, 8 and 18 in the East part of the N.W. ¼ of Section 18, and Block 66 in the East part of the S.W. ¼ of Section 18, all in the Village of Evanston, Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in the City of Evanston, County of Cook, State of Illinois and bounded as follows:

Beginning at a point at the intersection of the center line of Church Street and the East line of Benson Avenue, thence North along the East line of Benson Avenue to the South line of Clark Street, thence East along the South line of Clark Street to the East line of Sherman Avenue, thence North along the East line of Sherman Avenue to the North line of Elgin Road, thence Northwesterly along the North line of Elgin Road to the North line of Emerson Street, thence West along the North line of Emerson Street to the East line of Ridge Avenue, thence South along the East line of Ridge Avenue to the West line of the Chicago and North Western Railroad right-of-way, thence South-easterly along said West right-of-way line to the South line of Davis Street, thence East along the South line of Davis Street to the East line of Benson Avenue, thence North along the East line of Benson Avenue to the center line of Church Street, said point being the point of beginning, all in the N.W. ¼ and the S.W. ¼ of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in the City of Evanston, County of Cook, State of Illinois.
EVANSTON/UNIVERSITY RESEARCH PARK
MASTER PLAN

The Evanston/University Research Park is a joint effort of the City of Evanston and Northwestern University undertaken to address the following goals:

* address the technology transfer needs of America's basic industrial researchers;

* increase the tax base of the City of Evanston;

* create new job opportunities for the citizens of Evanston and the Chicago metropolitan area;

* create new research and development enterprises;

* encourage new business development; and

* enhance high technology innovation and transfer from research to product development.

The Evanston City Council and Northwestern University's Board of Trustees endorsed the concept of the Research Park in 1984, and since that time have moved forward to achieve the aforementioned goals.

As a mixed-use project, the Evanston/University Research Park will contain a variety of land uses, but principally research and development and/or technology-oriented activities. In addition, professional and administrative activities that are directly related to research operations shall be permitted on a limited basis. Finally, supporting uses such as housing, retail, and cultural facilities may be included.

This document outlines the principles and objectives agreed to by the City of Evanston and Northwestern University, which will guide the development, implementation, and management of the Research Park.
The documents which will serve as the guide for future action include:

1. Governance Document: The Governance Document is a Statement of Understanding between the City of Evanston and Northwestern University regarding the park's development.

2. Master Land Use Site Plan: The Master Land Use Site Plan is a concept plan for the physical development of the park. It will be refined as development proceeds. It is assumed in the Master Plan (Exhibit 3) that the land within the Research Park will be devoted to various land uses, as follows:

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Density</th>
</tr>
</thead>
<tbody>
<tr>
<td>Research/Office</td>
<td>1,547,000 S.F.</td>
</tr>
<tr>
<td>Hotel Conference</td>
<td>180,000 S.F.</td>
</tr>
<tr>
<td>Retail</td>
<td>34,300 S.F.</td>
</tr>
<tr>
<td>Residential</td>
<td>90,000 S.F.</td>
</tr>
<tr>
<td>Community</td>
<td>10,000 S.F.</td>
</tr>
<tr>
<td>Parking</td>
<td>877,960 S.F.</td>
</tr>
</tbody>
</table>

Total 2,719,260 S.F.

Elimination of any of the aforesaid uses in their entirety shall require the consent of the City Council of the City of Evanston and Northwestern University.

3. Use/Design Standards: The Design Standards and Use Restrictions are statements of use and design principles that the City of Evanston and Northwestern University believe are necessary for the harmonious physical development of the park. These principles are general in nature and will be incorporated into future land sale contracts and/or leases.
4. Landscape Plan: The Landscape Plan establishes guidelines for landscaping of public and private areas in the Research Park. Since the physical plan for the site may change over time, it is only necessary that the City and University outline the desired goals in this area in order to aid in the future development of the Landscape Plan. Research Park, Inc. will be responsible for the development of a landscape plan for the Research Park, which will define the streetscape theme and planting plan for the entire project. This plan will identify areas for treatment along street rights-of-way and establish landscape criteria for individual parcels. Such details as plazas, planters, street lights, benches, trash receptacles, signage, and other street furniture would be part of the landscape plan.

5. Parking Plan: The Parking Plan sets forth the framework by which the provision of the necessary parking for the proposed Research Park will be developed. The parking plan for the Research Park requires continued involvement by the City and University.

6. Job Training Plan: RPI will coordinate with the City and other local public and private educational and training organizations to ensure that appropriate job training programs are available and utilized with particular emphasis on minorities and Evanston residents. In so doing, RPI shall identify job needs, training programs and sources of financial aid for training. In addition, RPI shall be responsible for ensuring applicance with applicable federal, state and city statutes, ordinances and regulations regarding affirmative action and job training. RPI shall work with each tenant of the Research Park and the Basic Industry Research Laboratory to assist in providing training relevant to the needs of the tenant and BIRL.
7. Minority Business Enterprise Plan:

a. All persons and entities, including BIRL, participating or having an interest in the development of the Park shall exercise best efforts to secure minority enterprises (MBE) the greatest possible participation in construction and services for the park.

b. RPI shall be responsible for achievement of this best efforts undertaking with the goal that 20% of the aggregate dollar volume of all construction and service contracts be let to MBEs.

c. RPI shall identify appropriate MBEs and, where necessary, shall assist such enterprises in qualifying to secure construction or service work in the Park.

d. RPI shall carry out its efforts to achieve the goals set forth herein with the advice of its Minority Business Advisory Committee.

e. MBEs shall be entities which are owned or controlled by one or more minorities, who, to the extent feasible, reside in Evanston, and which are, to the extent feasible, small business concerns within Section 3 of the Small Business Act.
I. Evanston/University Research Park Master Land Use Plan

The development objective of the Research Park is to create a quality environment for the development of private research and research-related functions. The Research Park will be a mixed-used high density development with attention to site design so as to create adequate open space and physical surroundings which invite the necessary interaction between the residents of the Research Park and the community.

The proposed Master Land Use Plan outlines the scope of the Research Park and establishes the principal land uses and their recommended distribution. It cites the appropriate massing of buildings, their respective bulk, open space, and defines the circulation system. The Master Plan is a concept plan based upon initial aspirations for the Research Park and may need to be modified or in some ways altered as new marketing factors and potential interest from the private sector emerges.

The proposed land use plan consists of a mixed use development of approximately fifteen (15) development parcels, highlighted on Exhibit 1, "Development Parcels", which is attached. These fifteen development parcels shall be sold and/or leased by RPI for private development. The intent is to develop the Research Park in substantial compliance with the attached Exhibit 2, "Site Concepts", which includes a central focus of a research core at the intersection of Clark and Maple, such core consisting principally of research activities. Fringe areas of the park and those areas which abut the major thoroughfares shall allow for professional and administrative activities that are directly related to research operations, such as offices of patent attorneys, venture capital firms, etc. In addition, businesses which provide necessary services for the Research Park occupants, such as hotels, restaurants, banks and conference facilities shall also be permitted on a limited basis in general conformance with the master land use site plan. Restaurant and commercial uses shall require the approval of the Board of Research Park, Inc.
The Master Plan as summarized in Exhibit 3, "Master Plan" highlights the potential land use development of the park site totalling one million five hundred thousand gross square feet of office research development. The total development potential equals approximately two million seven hundred thousand gross square feet. This includes the core of research activities, surrounded by general office and bounded by retail uses on the north and south and residential on the north.

The existing traffic pattern and access street network system will continue to exist but may be upgraded from time to time as determined necessary by the City of Evanston. It has been determined that an additional service access system shall be created so as to minimize the negative visual impact of delivery service. In addition, parking for the Research Park in general will be provided jointly, initially with surface lot and then at the appropriate time within structures.

II. Use Restrictions, Design Standards & Design Review Process
   A. Use Restrictions

   The Board of Directors of Research Park, Inc., shall be responsible for the operation of the Park.

   It is the intent that the research which will be conducted within the Research Park shall principally address the needs of basic industry and high technology transfer from the laboratory to product development. No research will be conducted in the Park directly and solely for the production, storage or processing of munitions or their unique components.

   All research and other uses carried out in the Park shall be conducted in full compliance with applicable federal, state and city laws, codes and ordinances, including particularly those related to safety, noise, vibration, smoke, dust, odor, electrical disturbances, and radiation.
8. Design Standards and Design Review Process

The Research Park's physical environment shall be designed and maintained so as to provide an attractive and unified development. Features which are exposed to public view, such as edges, street frontage, and entrances shall be created by Research Park, Inc. in order to achieve the desired result in the design and development of the total project. In addition, these design guidelines will provide the necessary framework for Research Park, Inc., and their design review committee to insure adherence to the design principles determined beneficial by the City of Evanston and Northwestern University.

The Research Park, Inc. Board of Directors shall appoint an advisory Design Review Committee, which shall review all building, renovation and design proposals and make appropriate recommendations to the Board of Directors of Research Park, Inc. The Committee shall have the responsibility to review all proposals and inspect all Research Park buildings and improvements during and after construction to verify adherence to the Research Park design standards. The Design Review Committee Chairman shall be a member of the Board of Directors and Research Park, Inc. may appoint additional members to the Committee, if they hold experience or expertise relevant to design.

The Design Review committee and the Board of Directors of Research Park, Inc. shall be responsible for developing in detail the specific covenants for site and building development in accordance with the general principle guidelines and standards outlined herein. The design standard guidelines are divided into three levels of specificity.

First, the entire Research Park site itself, including those general elements to be considered: land use, access, gateways, landscaping, street development, parking, service access, utilities, street lighting and street furniture.

The second level of specificity is the individual development parcels. At this level the individual parcel elements are discussed which include the following: building bulk, height, set backs, lot area requirements, lighting, utilities, noise and related-environmental issues.
The third level of specificity is the individual building design. This level will discuss those particular building elements such as materials, window treatment, signage, etc., which will contribute to the esthetic quality of the building and the overall harmony of the Research Park.

Design Standard Guidelines for Research Park Site

1. Entranceways

Entranceway structures shall be created at each of the principal entries to the park and should serve as a unique identifying element of the Research Park environs. Gateway structure will contain certain appropriate signage and/or logo graphics and will be constructed of permanent material which will be consistent with and complimentary to the detailed building design guidelines established at a later date by Research Park, Inc.

2. Public Streets and Access

Access points for the Research Park shall include major existing intersections at Maple and Church; at Maple and Emerson; and at the proposed rail underpass at Benson and Clark. Public rights-of-way for streets and service areas within the Research Park shall be designed and constructed in accordance with the construction standards maintained by the City of Evanston Public Works Department.

3. Private Service Drives and Access

Service drive access shall be at those points indicated in the concept map of the Master Plan and shall discourage through travel of non-service vehicles. The service lane shall be a minimum of 20 feet and of sufficient width to provide for truck turning, radii and two-way traffic. All service lane services shall be of permanent materials, either concrete or bituminous paving, and shall be adequately drained and lighted, and constructed to standards of City of Evanston Department of Public Works for streets and public alley ways.

4. Plazas

The design ownership and maintenance of the public plaza area shall be the responsibility of Research Park, Inc. Public plazas and open landscape areas shall be encouraged in order to contribute to the synergism of the Park. Plazas shall incorporate seating and streetscape furniture consistent with approved design standards and shall encourage passive recreational activities.
5. Parking

The design and usage of off-street parking areas shall be in accordance with the City of Evanston zoning ordinance regulating same. Parking areas and lots shall be surfaced with permanent materials and kept in good repair. Automobile storage shall not be permitted except for short-term, day to day parking required by tenants of the Research Park. Storage of recreational vehicles, boats and other trailered recreational vehicles, and long-term storage of automobiles shall not be permitted. Repair and service of all vehicles using off-street parking areas shall be restricted to emergency work. All off-street parking areas shall be screened from public right-of-way, utilizing dense, hardy plantings. Intermittent planting beds within parking lots shall be encouraged to break up paved areas.

6. Landscaping

All site landscaping shall be coordinated and selected from a master species list, such list to be prepared by professionals familiar with the Evanston/Midwest soils and climate. This listing shall be subject to the review and approval of the Evanston Arborist and Director of Planning.

7. Utilities

All utilities within the boundaries of the Research Park shall be provided and distributed through underground ducts. Any required above-ground equipment installations such as transformers and meters, shall be subject to review and approval on a case-by-case basis by the Board of Research Park, Inc.

8. Street Lighting/Street Furniture

All fixtures and furnishings installed in public rights-of-way shall be of consistent design and appearance, and recommended by the Design Committee.

9. Energy Design

As a center for energy research, the Research Park itself shall exemplify and demonstrate advanced energy conservation techniques in its own design. Concepts for central utilities for heating, such as, cogeneration or district heating shall be evaluated for possible application to the entire Park.
Design Standards for Individual Development Parcels

1. Building Height and Bulk
   Building height and bulk shall be regulated by the Evanston Zoning Ordinance. Each building proposal shall be evaluated as to its appropriateness for a particular site, based on the degree to which it substantially conforms with the Master Plan and review the Design Committee.

2. Building Setback
   Building setbacks shall be regulated by the Evanston Zoning Ordinance and may be further qualified by the Research Park, Inc.
   A minimum planting strip of 7 feet shall be provided at a minimum of 50% of parcel frontage at each public right-of-way.
   Buildings which occupy the four corners of the Clark/Maple intersection shall provide for a courtyard setback at the corner of each parcel; of an appropriate size to reinforce the courtyard character of the intersection.

3. Lot Area Requirement
   Lot area requirements shall be regulated by the Evanston Zoning Ordinance and may be further qualified by Research Park, Inc.

4. Service Areas
   All service areas shall be oriented away from principal parcel frontages. Additionally, such areas shall be adequately screened from public right-of-ways and from adjacent parcels.
   All above-ground utility equipment and other on-grade equipment necessary to the operation of the building shall be considered located within a "service area".
   The location and usage of all service and loading areas shall provide for the continuous movement of vehicles on all service drives.

5. Loading Areas
   Loading docks shall be provided for each proposed building in accordance with the Evanston Zoning Ordinance. All loading areas shall be oriented away from principal parcel frontages. Additionally, such areas shall be adequately screened from public right-of-ways and from adjacent parcels.
6. Skywalk Standards

Allowance shall be made at each development parcel for the structured support of overhead skywalks as indicated in the Research Park Master Plan.

Skywalks shall be constructed to present a uniform appearance throughout the park; shall be, in general, designed to permit natural lighting of skywalks; and shall be constructed at an elevation to permit unobstructed truck movement throughout the park.

7. Landscaping

Development parcels shall provide sufficient setbacks for landscaping beds as further described in these guidelines. Species selected for landscaping shall be chosen from the pre-approved species listing for the park environs.

Each property owner shall be required to maintain all planting areas within property lines to a level consistent with that established for the park's right-of-way.

All planting beds shall be mulched utilizing appropriate depths of shredded or chipped bark. Approved ground cover plants shall be utilized where proper maintenance will be difficult to administer.

8. Building Lighting

A uniformity of lighting is desirable to achieve an overall objective of continuity in the Park and to avoid objectionable glare. Well designed soft lighting of the building exterior shall be permitted, provided that the light source is not visible, and that it complements the architecture. The lighting should not draw inordinate attention to the building. Any exterior lighting shall be directed away from adjoining property.

9. Utilities

All utility lines, connections, and installations must be underground. Any external transformers, meters, and similar apparatus must be at ground level or below, with screening for ground level installations.

1. Water to the Park shall be the City of Evanston system.

2. All sewage and industrial waste shall be treated and disposed of in such a manner as to comply with all municipal, state, and federal water quality standards.
3. Each parcel's storm water drainage shall be collected on-site and released at an approved location or locations. In cases where water drains onto the parcel from adjacent parcels, the drainage system shall provide for the inflow, unless special arrangements are made to the contrary.

Storm water detention areas shall be established to insure discharge flows at a rate consistent with those standards established by the City of Evanston.

10. Noise/Effluence Standards

All activities occurring at each development site shall be subject to the review of Research Park, Inc. Board to insure that such activities are nuisance free, clean and compatible with the concept of the Park. All research activity shall be conducted in full compliance with existing federal, state and local codes and regulations.

Design Standards For Individual Buildings

1. Building Design Character

Architectural designs shall be evaluated in terms of the sensitive integration of form, textures, and colors with due consideration for the building; compatibility with neighboring structures and the Master Plan.

Building designs shall be reviewed on a case-by-case basis for use of materials, overall form and massing, character of elevations visible from public right-of-ways, consistency of design and material usage on principal and non-principal elevations, and for the degree to which each building satisfies the design guidelines outlined herein.

2. Functional Zoning of Buildings

Building designs shall attempt to "zone" internal uses so that spaces which can utilize natural lighting are located along principal elevations and public right-of-ways. The intent of this covenant is to encourage fenestration of principal building elevations and create a sense of activity within the building.

3. Public Identity/Access

Each building shall provide for vertical access to the skywalk system as illustrated in the Master Plan. Lobby areas of each building shall be publicly accessible and shall, at a minimum provide stairway access to the skyway. Such public access shall be permitted consistent with the operating standards established for the skyway.
4. Character of Courtyard Faces

Principal building entries shall be set back from property lines utilizing an entry courtyard treatment. Entry courtyards shall be, in at a minimum, twice as wide as they measure in depth from the property line to the building face.

5. Vertical/Exposed Rooftop Projections

Vertical roof projections such as towers, vents, stacks, or roof-mounted equipment should be avoided. All penetrations through the roof such as mechanical equipment or skylights must be organized in a manner that is integral to the architectural form of the building.

In the event such projections are necessary, enclosure for such projections shall be constructed of materials consistent with those used to sheath exterior walls of the building.

6. Rooftop Equipment and Ventilators

All exposed rooftop equipment and ventilators shall be adequately screened from view from public right-of-ways utilizing parapets or enclosures constructed of building materials consistent with the exterior sheathing of the building.

Suitable enclosures shall be required to screen from view all exposed projections outside of the building, including, but not limited to such items as mechanical and electrical equipment, cooling towers, transformers, ducts, vents, towers, etc.

7. Exterior Materials

All exterior materials shall be used in a manner which respects the traditional use and character of the material. While this covenant is not intended to discourage creative design, it is intended to control the application and detailing of building materials and to avoid bizarre and inappropriate construction methods.

8. Energy Conservation

Individual buildings shall be designed so as to incorporate new state-of-the-art energy efficiency technology for lighting and HVAC systems. Designs for these systems shall be evaluated by independent energy consultants with demonstrated competence.
9. Signage
   An identification sign shall be permitted on the exterior of the building at a location related to the principal entrance. No flashing or moving elements shall be permitted. All necessary details shall be provided for final approval. This sign may be placed on the building surface or in a freestanding position, provided that the latter is clearly integrated with the architecture. It shall not project above any roof or canopy elevations and shall not appear above the first floor level. This sign may conform to the tenant’s logos, design and lettering.

10. Window Treatment
   Suitable window screening devices coordinated for uniformity throughout the building shall be of a design and quality consistent with the character of the building.

III. Parking
   Parking for the Evanston Research Park shall be provided within the existing 22-acre Research Park site. It is the intent of the City and the University that the parking for the Research Park shall be shared among the developments, and that each private developer or developers will be financially responsible for the parking development.

   Initially, the parking will be provided with the existing surface lot on the west side of Maple Avenue between University Place and Church Street. The surface parking lots may or may not be improved but will be leased at the appropriate fees to the users of the development parcels.

   At the appropriate time when a significant number of buildings have been developed and the critical mass has been established, parking structures will be constructed. The parking structures will be designed to be compatible with the building design, which will be initiated in the park and will serve multiple development sites. The appropriate number of spaces to meet the Evanston Zoning Code will be required, in addition to construction in accordance with the building standards. Preliminary plans indicate that a parking structure would be at the south end of the site, the north end of the site, and possibly within the Transportation Center development. At this time the parking plans are preliminary, however planning will continue for the development and financing of the parking program.
This exhibit is being reconsidered with respect to the Commonwealth Edison Substation.
<table>
<thead>
<tr>
<th>Parcel/Land Use</th>
<th>Parcel Size</th>
<th>Density Range</th>
<th>F.A.R. Planned Development</th>
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</thead>
<tbody>
<tr>
<td>1. Research/Commercial/Community/Residential</td>
<td>31,920 sf</td>
<td>21,600 sf</td>
<td>27,000 sf</td>
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<tr>
<td>2. Research/Commercial</td>
<td>39,780 sf</td>
<td>72,000 sf</td>
<td>90,000 sf</td>
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<td>3. Research/Office</td>
<td>34,573 sf</td>
<td>40,320 sf</td>
<td>50,400 sf</td>
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<td>4. Research/Office</td>
<td>33,105 sf</td>
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<tr>
<td>5. Research/Office</td>
<td>36,040 sf</td>
<td>40,320 sf</td>
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<td>6. Research/Office</td>
<td>34,850 sf</td>
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<td>7. North Deck Parking (Spaces)</td>
<td>61,348 sf</td>
<td>421,230 sf</td>
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<td>8. Research/Office</td>
<td>33,908 sf</td>
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<td>9. Research/Office (Wintergarden/Special Entrance)</td>
<td>56,322 sf</td>
<td>165,760 sf</td>
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<td>10. Research/Office (Wintergarden/Special Entrance)</td>
<td>51,129 sf</td>
<td>146,294 sf</td>
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<td>11. Research/Office</td>
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<td>12. Research/Office</td>
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<td>13. Research/Office</td>
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<td>14. Basic Industry</td>
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<td>Research Laboratory</td>
<td>41,580 sf</td>
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<td>15. Research/Office</td>
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<td>16. Research/Office</td>
<td>22,950 sf</td>
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<td>17. South Deck Parking (Spaces)</td>
<td>27,000 sf</td>
<td>152,007 sf</td>
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<tr>
<td>18. Research/Hotel/Office (Residential)</td>
<td>35,620 sf</td>
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Total: 662,695 sf 1,795,171 sf 2,144,727 sf 2,521,985 sf

In the event that the electrical sub-station is relocated outside the park, the unnumbered parcel located contiguous to, and on the same block as, parcel 15 will become part of parcel 15, which will continue to have the same land use designation, density range and F.A.R.
Northwestern University Evanston Research Park

Height limitation is for Maple Ave. frontage—50 ft. behind buildings may increase in height.

Special corner treatment at plaza.

University Place

3 Story

3 Story

4 Story

Entry Plaza

Emerson

Special corner treatment at plaza.

Datum (base) line at ground fl.

Church Street

4 Story

3 Story

Entry Plaza

Service Road

Unlimited

Central Plaza

Figure 13
DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
NORTHWESTERN UNIVERSITY/EVANSTON RESEARCH PARK

This Instrument Prepared By, and When Recorded Should be Returned To:

Robert M. Berger, Esq.
Mayer, Brown & Platt
130 South LaSalle Street
Chicago, Illinois 60603
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EXHIBITS

Exhibit A - City Property
Exhibit B - University Property
Exhibit C - Remaining Property
Exhibit D - Parcel 4
Exhibit E - Parcel 14
Exhibit F - Development Guidelines
Exhibit G - Outline of Park
Exhibit H-1 - Easements for Common Facilities
Exhibit H-2 - Easements for Utilities
Exhibit I - Parcels Owned by Parties as of Recordation of Declaration
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR NORTHWESTERN UNIVERSITY/EVANSTON RESEARCH PARK

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("Declaration") is made as of March 24, 1988 by TOPCORP, INC. ("TOPCORP"), an Illinois corporation; RESEARCH PARK, INC. ("RPI"), an Illinois corporation; NORTHWESTERN UNIVERSITY (the "University"), an Illinois corporation; and CHARLES H. SHAW/EVANSTON ASSOCIATES ("Developer"), an Illinois general partnership.

RECIPIENT

A. TOPCORP, the City of Evanston (the "City"), a municipal corporation, and the University have entered into a certain Agreement for Purchase and Sale of Real Estate dated as of October 3, 1986 (herein, as the same may from time to time be amended, modified, supplemented or restated, referred to as the "TOPCORP Agreement"), pursuant to which TOPCORP has agreed to purchase the following land located in Cook County, Illinois on the terms and conditions therein set forth: (i) the land now owned by the City which is legally described on Exhibit A attached hereto and made a part hereof (collectively, the "City Property"); (ii) the land now owned by the University which is legally described on Exhibit B attached hereto and made a part hereof (collectively, the "University Property"); and (iii) the land which, pursuant to the terms of the TOPCORP Agreement, the City has agreed to endeavor to acquire and which is legally described on Exhibit C attached hereto and made a part hereof (collectively, the "Remaining Property"). The City Property, the University Property and the Remaining Property are referred to collectively herein as the "Property to be Acquired."

B. RPI is a wholly owned subsidiary of TOPCORP and, if so requested from time to time with TOPCORP's approval, may acquire, as TOPCORP's nominee, designee or grantee all or portions of the Property to be Acquired.

C. RPI and Developer have entered into, and TOPCORP has for certain purposes consented to, a Development and Purchase Option Agreement dated as of November 17, 1987 (herein, as the same may from time to time be amended, modified, supplemented or restated, referred to as the "Development Agreement"), pursuant to which Developer agreed to develop the Property to be Acquired and was granted the right to lease, pursuant to the terms of a Ground Lease (hereinafter defined), and an option to purchase, all or part of the Property to be Acquired, all on the terms and conditions set forth in the Development Agreement.
D. Under the terms of the Development Agreement, RPI and TOPCORP have agreed that, from and after the date that either of them acquires any Parcel (hereinafter defined) or part of the Property to be Acquired, each such Parcel or part of the Property to be Acquired shall be subject to the terms and provisions of, and the easements granted by, this Declaration. Simultaneously herewith, RPI or TOPCORP is acquiring the Parcel legally described on Exhibit D hereto ("Parcel 4") and, consequently, the parties desire that Parcel 4 be subjected to the covenants, conditions, restrictions and easements contained in this Declaration.

E. The University now owns that parcel of land located in Cook County, Illinois legally described on Exhibit E which is attached hereto and made a part hereof ("Parcel 14") and the parties desire that Parcel 14 be subjected to the covenants, conditions, restrictions and easements contained in this Declaration.

F. For purpose of this Declaration, the term "Property" shall mean, at any time, all land which is then subject to this Declaration. The parties hereto acknowledge and agree that, as of the date of the recordation of this Declaration, the term "Property" means and includes those Parcels listed on Exhibit I which is attached hereto and made a part hereof.

G. The parties desire that the Park (hereinafter defined) be developed into a research park comprised of individual Parcels together with integrated common facilities as described or contemplated in the Master Plan (hereinafter defined) devoted to the uses and activities described in Article V of this Declaration. In furtherance of their objectives for the development of the Park, the parties desire that the Property (and, to the fullest extent possible, the Park) be held, used, operated, disposed of, sold and conveyed subject to the covenants, conditions, restrictions and easements contained in this Declaration.

NOW, THEREFORE, in consideration of the foregoing and for the purposes of establishing and assuring a uniform plan for the development and use of the Park in accordance with the objectives described above, and enhancing and protecting the value, desirability and attractiveness of the Property and the Park, the University (with respect to Parcel 14 and only Parcel 14), RPI or TOPCORP (whichever of them is the owner of Parcel 4) with respect to Parcel 4, and each of RPI, TOPCORP, and Developer with respect to any and all Parcels or parts of the Park which it may at any time own or in which it may at any time have any interest or estate (from and after the time each such person acquires the same), each and all of them declare that the Property (and, to
the fullest extent possible, the Park shall be held, used, operated, disposed of, sold and conveyed subject to this Declaration as though this Declaration had been recorded subsequent to their respective acquisition of such properties, interests or estates.

ARTICLE I

DEFINITIONS

In addition to terms defined elsewhere in this Declaration as used in this Declaration, unless the context otherwise requires, the following words have the following respective meanings:

Affiliate or Affiliates. "Affiliate" or "Affiliates" shall have the same respective meanings herein and for purposes hereof as in and for purposes of the Development Agreement.

Annual Assessments. "Annual Assessments" means the charges established or assessed as provided in Sections 3.2 and 3.3.

Annual Meeting. "Annual Meeting" means the annual meeting of the Association (if and when the Association is formed pursuant to Section 4.2), to be held each year upon such date as may be selected by the Association's governing body.

Assessments. "Assessments" mean any or all (as the context requires) of the Annual Assessments, the Individual Assessments, and the Special Assessments.

Assessment Commencement Date. "Assessment Commencement Date" means the fourth anniversary of the date of the Ground Lease for the First Parcel (defined for purposes hereof as defined in the Development Agreement) in the Park.

Association. "Association" means any organization established by the Owners after RPI, TOPCORP, and their respective successors and assigns have declined to act as Park Operator as provided in Section 4.2, which organization, among other things, will then have and succeed to all of the powers and authority of the Park Operator as are set forth in this Declaration and the Regulations (including, without limitation, the responsibility for the repair, maintenance and operation of the Common Facilities, the levy and collection of Assessments, and the enforcement of the terms and conditions of this Declaration).

City. Defined in Recital A.
Common Facilities: "Common Facilities" means, at any time: (a) all landscaping and improvements on railroad, RTA or similar rights of way adjacent to the Park and all improvements located on the areas of the Park which are used in common by all Owners, Tenants and Users of the Park, (b) any personal property, owned by the Park Operator and held for the common use and enjoyment of the Owners, and (c) all other real or personal property which is designated as a Common Facility in, or pursuant to any provisions of, this Declaration. At any particular time, Common Facilities may include, but are not limited to, such of the following as are then operated or maintained by the Park Operator for the common use and enjoyment of the Owners: viaducts, portions of the embankments of and within the Chicago and Northwestern Railroad and Chicago Transit Authority rights of way lying in or adjacent to the Park, open space zones, corridors linking open space zones, plazas, fountains, transportation facilities, parkways, streets, service roads, alleys, roadways, sidewalks, pedestrian pathways, bikeways, site amenities and outdoor furnishings such as park benches, tables, signage and graphics, and outdoor lighting. The term "Common Facilities" shall exclude any landscaping, outdoor lighting or other personal property owned by any Owner (unless such Owner is the Park Operator and such property owned by it is intended to be part of the Common Facilities) notwithstanding that the same may be located upon an area which constitutes a part of Common Facilities. The preceding sentence shall not be construed to allow any Owner to obstruct any Common Facilities or to allow any Owner to place any equipment, personal property or any other item upon the Common Facilities except (i) as may be shown on plans and specifications approved in accordance with Article VI hereof, or (ii) otherwise with the consent of the Park Operator.

Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may from time to time be amended, modified or restated in the manner prescribed herein.

Default. "Default" means and includes: any violation or breach of, or any failure to perform or comply with, any failure to pay any amount required to be paid as provided in, this Declaration or any covenant, condition, restriction, charge, or other obligation provided for herein; and any violation or breach of, or any failure to comply with, any Regulation.

Deficit Year. Defined in Section 3.3.2.
"Developed Parcel" means, at any time:
(i) Parcel 14, and (ii) any other Parcel on which the
construction (or rehabilitation, as the case may be) of the
building which is to be constructed (or rehabilitated) thereon as
contemplated in the Master Plan has been substantially completed
as determined by the Park Operator.

Development Agreements. Defined in Recital C.

Development Guidelines. The "Development Guidelines" are
set out in, and comprise, Exhibit F attached hereto as the same
may from time to time be amended, modified, supplemented or
restated as provided in Article VII.

Development Period. "Development Period" means the period
commencing on the date of this Declaration and ending with the
first to occur of (i) termination of the Development Agreement or
(ii) the completion of substantial construction of all of the
buildings and other major Improvements (if any) which are to be
constructed in the Park as contemplated in the Master Plan.

Discount Rate. "Discount Rate" means, at any time, the rate
per annum which is equal to the sum of three percent (3%) per
annum plus the rate most recently announced at Chicago, Illinois,
as its corporate base rate or reference rate by The First
National Bank of Chicago (or its successors); and, at any time
when such bank and its successors are no longer in existence or
no longer announce a corporate base rate or reference rate, then
such rate as most recently announced by Continental Illinois
National Bank and Trust Company of Chicago (or its successors);
and, at any time when neither of such banks and their successors
is any longer in existence or any longer announces a corporate
base rate or reference rate, then "Discount Rate" will mean, at
any time, the rate per annum which is equal to the sum of five
percent (5%) per annum plus the rate the Federal Reserve Bank in
the Chicago Federal Reserve district has most recently announced
as its discount rate on 90-day commercial paper or, if such rate
is no longer announced, any other rate which is the substantial
equivalent thereof as determined from time to time by the Park
Operator in its sole discretion.

Edison. Commonwealth Edison Company or its successors.

Environmental and Safety Regulations. Defined in Section
5.2.2.

Grantee. Defined in Section 12.3.5.

Grantor. Defined in Section 12.3.5.

Individual Assessments. "Individual Assessments" means a charge established or assessed as provided in Section 3.6.

Improvement. "Improvement" means any thing or object temporarily or permanently constructed or situated on, over, affixed to, or in any part of the Property, including (but not limited to) any building, structure, fence, curbing, paving, parking area, loading area, wall, signboard, or fixture.

Maintenance Standards. "Maintenance Standards" means the maintenance standards established from time to time as provided in Article VIII.

Majority Developed Parcel Owners. "Majority Developed Parcel Owners" means, at any time, collectively, Owners of Developed Parcel the aggregate Proportionate Shares of which then constitute a majority of all Proportionate Shares of all Developed Parcels.

Majority Owners. "Majority Owners" means, at any time, collectively, Owners of Parcels whose aggregate land area then exceed 50% of the total land area of all Parcels in the Park.

Master Plan. "Master Plan" means that certain "Master Plan and Development Guidelines" dated November 10, 1987 prepared by Perkins & Will, as the same may be amended, modified or restated from time to time by the same persons and in the same manner as is provided herein for amendment of this Declaration.

Munitions. "Munitions" shall mean weapons of war, including, but not limited to, conventional, nuclear, chemical and bacteriological weapons.

Operating Deficit. Defined in Section 3.3.2.

Owner. With respect to any Parcel or other part of the Property which at the time is subject to a Ground Lease from TOPCORP or RPI, as the lessor thereunder, to a Ground Lease Tenant as provided for in the Development Agreement, "Owner" means the Ground Lease Tenant under the Ground Lease, and with respect to any other Parcel or other part of the Property, "Owner" means the person who is then the record owner thereof.

Parcel 4. Defined in Recital D.

Parcel 14. Defined in Recital E.
Parcel: "Parcel" means any particular parcel or lot of record within the Park which is subject to the terms of this Declaration; provided, however, that if and during the term of any lease or other occupancy agreement with Edison pursuant to which Edison operates or maintains an electrical substation, the portion of that parcel or lot subject to such Edison lease shall be excluded from the definition of the term "Parcel".

Park. "Park" means and includes, collectively, all of the Property and any and all other or additional land situated within the area which is outlined on Exhibit G attached hereto, and all improvements thereof, thereon or therein, whether present or at any time hereafter existing, constructed or installed, which together comprise the entire research park development area commonly known as "Northwestern University/Evanston Research Park".

Park Operator. "Park Operator" means RPI and its successors and assigns; provided, however, that from and after the date RPI or its successors or assigns ceases to exist or files with the Recorder of Deeds of Cook County, Illinois, its resignation as Park Operator, then the Park Operator shall be TOFCORP and its successors and assigns; provided, however, that from and after the date TOFCORP or its successors or assigns ceases to exist or files with the Recorder of Deeds of Cook County, Illinois, its resignation as Park Operator, then the Park Operator shall be the person who may be appointed from time to time by Majority Owners to serve in that capacity as provided in Article IV.

Person. "Person" means and includes any natural person and any corporation, partnership, trust or other entity (regardless of whether private, governmental or other in nature or character).

Property. Defined in Recital F.

Property to be Acquired. Defined in Recital A.

Proportionate Share. Defined in Section 3.2.2.

Regulations. "Regulations" means the regulations (consistent with the purposes and objectives of this Declaration) applicable to the Park and the Owners as established from time to time by the Park Operator.

Special Majority Owners. "Special Majority Owners" means at any time, collectively, Owners of Parcels whose aggregate area then equal or exceed two-thirds of the total land area of all Parcels in the Park.

Tenant or "Tenant" means any person (including, without limitation, any tenant, subtenant and sub-subtenant) occupying, possessing or having or claiming any right to occupy or possess any part of the Property (including any Improvement or any part of any Improvement) pursuant to a written or oral lease or occupancy agreement or other contract or arrangement with an Owner or with any other person claiming or deriving any right, title, estate or interest by, through or under any Owner, or under a tenancy at will or other occupancy agreement or arrangement.

Undeveloped Property. "Undeveloped Property" means, at any time, all portions of the Property other than Developed Parcels.

User. "User" shall mean and include any Owner, any Tenant, and any agent, employee, guest, licensee or invitee of any Owner or Tenant.

Utilities. "Utilities" shall mean sewer systems (including, without limitation, storm and sanitary sewers), water systems, gas systems, electrical conduits, equipment and systems, telephone wires, equipment and systems, cables and equipment for the electronic, magnetic or other transmission of information, impulses or signals of any kind, and other utilities.

ARTICLE II

COVENANT AND PURPOSE OF ASSESSMENTS

2.1. Covenant to Pay. Each Owner of any Parcel, by acceptance of a deed, ground lease, or other instrument of conveyance therefor or relating thereto or to any estate or interest therein, shall be deemed to covenant to pay or cause to be paid to the Park Operator all Assessments (including, without limitation, all Annual Assessments, Special Assessments and Individual Assessments), if any, which are or may be assessed at any time or from time to time against or with respect to such Parcel, all such Assessments to be fixed, established, collected and deemed a personal obligation of such Owner and also a lien against such Parcel in accordance with the provisions of Article III. The covenant expressed herein and the lien provided for.
herein and in Article III shall be deemed to run with the lands and shall survive any and all conveyances and dispositions of Parcel or Parcels.

2.2. Purpose of the Assessments. Annual Assessments are established for the benefit and use of the Park Operator as an obligation of each Owner and a charge on each Parcel and shall be used to pay (or reimburse the Park Operator for) Common Expenses. Special Assessments are established for the benefit and use of the Park Operator and shall be used to pay (or reimburse the Park Operator for) the cost of any capital and other expenditures permitted under or approved in accordance with Section 3.4. Individual Assessments are established for the benefit and use of the Park Operator and shall be used to pay (or reimburse the Park Operator for) costs incurred by the Park Operator to satisfy obligations which are the responsibility of a particular Owner as set forth in Section 3.6. The Assessments shall not be used for any purposes other than those herein specified.

ARTICLE III

ASSESSMENTS

3.1. Establishment of Annual Assessments. Commencing with the Assessment Commencement Date, there is hereby established for the benefit of the Park Operator, as a charge on each Developed Parcel, an Annual Assessment determined in accordance with the provisions of Section 3.2. The Annual Assessment for each year shall be payable on such date as the Park Operator may determine from time to time. Until further notice from the Park Operator, the Annual Assessment for any year shall be payable in equal installments on or before the last day of each February, April, July and October of such year. A particular Owner's obligation to pay the Annual Assessment for any year shall not in any manner be dependent upon, or waived, released, discharged or otherwise affected by, that Owner's use or nonuse of the Common Facilities. Notwithstanding the date on which the Annual Assessment for any year is imposed, levied or assessed, or the date on which a certificate of lien therefor is filed, such lien shall have priority over all liens and encumbrances on any Parcel arising after the effective date of this Declaration.

3.2. Amount of Annual Assessments.

3.2.1. The Annual Assessment for each Developed Parcel in any calendar year shall initially be calculated and assessed as of January 1 of such year and shall be the Parcel's Proportionate Share (as determined pursuant to Subsection 3.2.2.) of the amount
which the Park Operator estimates will be the total amount of Common Expenses for such calendar year, provided, however, that the Annual Assessment for the year in which the Assessment Commencement Date occurs shall be assessed for the period from the Assessment Commencement Date through the end of the calendar year in which the Assessment Commencement Date occurs and shall be payable on such date or dates within that period as the Park Operator may designate. Notwithstanding the foregoing: (i) with respect to any year in which one or more Parcels that were not Developed Parcels on January 1 of such year subsequently become Developed Parcels (as determined by the Park Operator), the portion of the Annual Assessment thereafter remaining to be paid will be reallocated as of the first day of the calendar quarter immediately following the quarter in which any Parcel first becomes a Developed Parcel, on the basis of the respective Proportionate Shares of the Developed Parcels as of that day; and (ii) if during the course of any year the Park Operator determines that it had previously underestimated the total amount of the Common Expenses for such year, it may re-estimate that amount and adjust the Annual Assessment and the allocation thereof among the Developed Parcels in accordance with the general principles set out in the preceding portions of this Section 3.2.1 and in Section 3.2.2.

3.2.2. The Annual Assessment for each Developed Parcel shall be based on the proportion that the Rentable Area of the buildings or structures on such Parcel bears to the total Rentable Area of the buildings or structures on all of the Developed Parcels on the date as of which the Annual Assessment is calculated and assessed. Accordingly, each Developed Parcel’s "Proportionate Share" shall be a fraction, the numerator of which is the Rentable Area of buildings or improvements on such Parcel and the denominator of which is the Rentable Area of buildings or improvements on all Developed Parcels.

3.2.3. Common Expenses shall consist of the following paid, incurred or expended for or in connection with or for the benefit of the Park or the Common Facilities:

(a) all costs of operation, management and administration of the Park or the Common Facilities incurred by the Park Operator, including (without limitation) all fees and expenses paid to any manager of all or any part of the Common Facilities from time to time engaged by the Park Operator, all operating deficits as determined by the Park Operator from any parking facility located within or principally serving the Park (except that if and to the extent that the Development Agreement prohibits any such deficit from being assessed against any particular Parcel or Parcels, such deficit will not be assessed against such Parcel or Parcels), and general administrative and overhead costs.
(c) all costs of any insurance;

(d) reserves (in amounts reasonably deemed appropriate by the Park Operator) for uncollected assessments and for unexpected repairs and replacements of Common Facilities;

(e) the cost of any inspections or reviews which may be made by the Park Operator (or by others at its request and for its benefit) and which are provided for in this Declaration to the extent such costs exceed fees, if any, collected by the Park Operator to cover the same and

(f) legal, accounting, architectural and other expenses.

3.2.4. Prior to January 31 of each year (or with respect to the calendar year in which the Assessment Commencement Date occurs, at such time as the Park Operator shall select), the Park Operator shall determine (a) each Owner’s Proportionate Share in accordance with Subsection 3.2.2, (b) the Park Operator’s estimate of the Common Expenses for such year, and (c) the Park Operator’s initial estimate of the Annual Assessment for each Developed Parcel for such year. With respect to any year in which one or more Parcels that were not Developed Parcels on January 1 (or, in the year in which the Assessment Commencement Date occurs, at the time initially selected by the Park Operator for such determinations) later became Developed Parcels, each Owner’s Proportionate Share, and the Annual Assessment for each Developed Parcel, will be redetermined after each such initial determination, as provided in Section 3.2.1 above. The Park Operator’s initial estimate of the Annual Assessment for each Developed Parcel for each year shall also constitute the final Annual Assessment (subject to the provisions of Section 3.3) for each Developed Parcel for such year unless it is revised or redetermined by the Park Operator as provided in Section 3.1 or this Section 3.2.

The Park Operator shall give to all Owners of Developed Parcels written notice of the initially estimated Annual Assessment applicable to their respective Parcels, and the amount of the installments due for the year, at least 30 days in advance of the due date of the first installment as specified in Section 3.1. If the amounts of the Annual Assessment for that year are thereafter redetermined as provided in this Section 3.2, the Park Operator will give notice thereof to all Owners of Developed Parcels at least 30 days in advance of the due date for payment of any installment of the Annual Assessment first coming due after the date of any such redetermination.
In addition to the determinations which the Park Operator shall make as set forth in this Subsection 3.2.4, the Park Operator may also adopt a budget for the Park, determine the amount of any Operating Deficit incurred by the Park Operator for the previous calendar year, and make such other determinations of a fiscal, financial or administrative nature as it may deem necessary or appropriate.

3.2.5. Any Owner who believes there has been an error in the determination of its Annual Assessment or Special Assessment may, not later than the due date of the first installment thereof, notify the Park Operator in writing of the nature of such error and request a redetermination of such Assessments; provided, however, that such Owner shall nonetheless pay all installments of such Annual Assessment and Special Assessment when due as herein provided. Promptly after its receipt of any such request, the Park Operator will send a copy thereof to all other Owners affected thereby. After consideration of any such request and any requests of any other Owner affected thereby, the Park Operator shall notify such Owner and all other affected Owners of its findings. If, upon such consideration, the Park Operator shall find that an error has been made, an appropriate adjustment shall be made to the installment of the Annual Assessment or Special Assessment of such Owner (and all other Owners affected thereby) which is next due after the Park Operator’s notice of such finding shall have been given.

3.2.6. The failure of the Park Operator to determine Annual Assessments before the date specified above shall not affect the liability of the Owners to pay the Annual Assessment when determined. In the event of any such delay in the determination of the Annual Assessment, no Owner shall be considered in default in the payment of any installment thereof until such Owner has received at least 30 days' written notice of the amount due. Until the determination of the Annual Assessments is made for the current year, the Park Operator will continue collecting assessments in an amount equal to the Annual Assessment applicable during the previous year. In such event, the amounts so collected shall be applied toward payment of the Annual Assessment for the current year when determined.

3.3. Surplus or Deficit.

3.3.1. If Annual Assessments collected during any calendar year are in excess of the funds required to meet the Common Expenses for such year, the Park Operator shall apply such excess against what it determines to be the estimated Common Expenses for the succeeding year. In no event shall any such excess be deemed profit or available for distribution to Owners.
3.1.2. For purposes of this Article III, the term "Deficit" shall mean the amount by which the Annual Assessments collected with respect to any calendar year (or part thereof) in the case of the year in which the Assessment Commencement Date occurs) is less than the funds necessary to meet, satisfy and pay the Common Expenses for such calendar year. Any Operating Deficit incurred in any calendar year (any such year being hereinafter called a "Deficit Year") may be assessed by the Park Operator against the Parcels with respect to which the Annual Assessment for the Deficit Year was applicable in the same respective proportions as the Annual Assessment for the Deficit Year was in fact finally allocated pursuant to Section 3.2, with the person who is the Owner of each such Parcel as of the date the Assessment for the Operating Deficit is levied being liable to pay the Proportionate Share of the Operating Deficit allocable to such Parcel. The Park Operator may levy such Assessment for the Operating Deficit at any time after a final accounting for such Deficit Year is completed. The Park Operator shall mail written notification to each Owner of a Parcel to which such Assessment is applicable, specifying the amount of such Owner's Proportionate Share of the Operating Deficit. Such amount shall be payable by each such Owner within 30 days after the notice is mailed to it. Any Assessment of an Operating Deficit as to a Deficit Year levied by the Park Operator hereunder shall, for all purposes of the Declaration, be considered a lien upon the Parcel to which the Assessment for the Operating Deficit relates as of January 1 of the Deficit Year.

3.4. Special Assessments. In addition to Annual Assessments, the Park Operator may levy, in any year, a Special Assessment as a charge upon each Parcel to cover the cost of constructing, repairing or replacing capital improvements to the Common Facilities, or for any other extraordinary expenditure not provided for in the Annual Assessments and authorized by, or in the reasonable discretion of the Park Operator, necessary or appropriate to accomplish any of the purposes of, this Declaration, in each case to the extent that reserves therefor are insufficient; provided that new capital improvements not replacing existing improvements shall not be constructed, nor shall funds be assessed therefor, unless authorized by the Park Operator and approved by Majority Developed Parcels Owners. The total amount for which each Special Assessment is levied will be apportioned by the Park Operator among the Developed Parcels in the same manner as is provided above with respect to Annual Assessments. Each Special Assessment shall be payable in four equal installments, contemporaneously with the next four payment dates of the Annual Assessment which follow the date on which the Special Assessment is assessed, unless stipulated otherwise by the Park Operator and Majority Developed Parcel Owners.
3.5. Payment of Annual Assessments and Special Assessments. Each Annual Assessment and Special Assessment shall be paid in installments no later than the respective due dates therefor determined as provided in the preceding provisions of this Article III. If an Owner is in Default with respect to payment of an installment of an Annual Assessment or a Special Assessment for more than 30 days after notice from the Park Operator, the Park Operator may accelerate the remaining installments of all or any portion of the Assessments for such Parcel for the calendar year during which the Default occurs, in which case the entire unpaid balance of such Assessments, together with all penalties and interest thereon at the rates set forth in Section 3.7 and costs (including, without limitation, reasonable attorneys' fees) shall become immediately due and payable.

3.6. Individual Assessments. If the need for maintenance, repair or replacement of the Common Facilities or of any Improvement on the Property for which the Park Operator has a maintenance, repair or replacement obligation (or any action is required to bring the Common Facilities or such Improvements into compliance with the Maintenance Standards and Environmental and Safety Regulations, or to cause the same to otherwise comply with the terms of this Declaration) is caused by the willful or negligent act or omission of an Owner, its employees, licensees or invitees, the cost of such maintenance, repairs, replacements or other action shall be paid by that Owner, as shall the cost of any maintenance, repairs, replacement or other action with respect to any Parcel or any Improvement thereon by the Park Operator pursuant to authority granted in this Declaration where the Owner thereof was responsible for, but failed to carry out, such maintenance, repairs, replacement or other action. If that Owner does not have the necessary maintenance, repair, replacement or other action performed within 30 days after the Park Operator has given written notice to the Owner demanding such performance or, if the nature of such performance is such that the same cannot be completed within 30 days and if the Owner commences such performance within said 30-day period, then such longer period of time as may be necessary to complete such performance, but in no event longer than 60 days after the expiration of the first 30-day period (except that in an emergency the Park Operator may, in its discretion, act immediately whether before or after giving notice to the Owner), the Park Operator shall have the right but not the obligation to have such maintenance, repair or replacement done and the cost thereof shall become an Individual Assessment against the Parcel upon which any maintenance, repair, replacement or other action was performed and, if the maintenance repair, replacement or other action relates to more than one Parcel owned by an Owner or if any such maintenance, repair, replacement or other action was performed on the Common Facilities or any other location other
than one Parcel owned by such Owner, then such cost shall become an Individual Assessment jointly and severally against all Parcels as to which that Owner is the Owner. In addition, any service provided or cost incurred by the Park Operator at the request of a particular Owner for the benefit of a particular Parcel as to which he is the Owner may be assessed as an Individual Assessment against that Parcel. Any cost incurred by the Park Operator in curing a Default of an Owner pursuant to the provisions of Section 11.1 hereof shall be assessed jointly and severally to such Owner's Parcels as an Individual Assessment unless the Default relates solely to one particular Parcel in which case the Individual Assessment relating thereto shall be assessed to such particular Parcel. Any Individual Assessment shall be due and payable in full ten days after the date the Park Operator sends the Owner a statement therefor.

3.7. Penalty for Late Payment and Interest. There shall be added to any Assessment or any installment of any Assessment not paid within 10 days after the due date therefor a late payment charge, as liquidated damages and not as a penalty, in an amount equal to 10% of such late Assessment or installment; provided that (a) such late payment charge shall be added only once to each such unpaid Assessment or installment, and (b) shall only be computed and added to unpaid installments of an Annual Assessment or Special Assessment as such installments become due and remain unpaid and shall not be computed on and added to the total accelerated installments of such Assessments due if the Park Operator exercises its right to accelerate under Section 3.5 above. In addition to the foregoing late payment charge, each such unpaid Assessment or installment shall bear interest from the due date thereof until paid at the floating rate which is equal to the Discount Rate as in effect from time to time. Such interest shall also be computed on and added to the total accelerated installments of the Annual Assessment or the Special Assessment due if the Park Operator exercises its right to accelerate under Section 3.5 above. If the imposition of such late payment charge or the collection of interest at the rate herein provided would be contrary to applicable law, then such late payment charge shall not be imposed and the amount of unpaid Assessments or installments shall bear interest at the highest rate which may be collected under applicable law.

3.8. Creation of Lien and Personal Obligation of Assessments. All Assessments levied against or with respect to any Parcel, together with all late payment charges and interest thereon as provided in Section 3.7, and the costs of collection and reasonable attorneys' fees as hereinafter provided, shall be a charge and lien on such Parcel to the extent and for the period provided in Section 3.9 and shall also be the personal obligation of the person who, as of the date the Assessment is levied, is
the Owner of such Parcel. If more than one person is an Owner of a Parcel, all such persons shall be jointly and severally liable for the entire amount of the Assessment. With respect to any Parcel which is owned by, or title to which is held by, a so-called "Illinois land trust" or the trustee for such a trust, all beneficiaries of such land trust (together with the land trust) shall be jointly and severally liable personally for all Assessments on or relating to such Parcel. For purposes hereof, Annual Assessments and Special Assessments shall be deemed to be levied as of January 1 of the calendar year to which such Assessments relate, and Individual Assessments shall be deemed to be levied as of the date of billing by the Park Operator as provided in Section 3.6. In the event any Assessment or installment of an Assessment on any Parcel is not paid by the time provided for payment pursuant to this Article III, the Owner of such Parcel shall be obligated to pay, in addition to the late payment charge and interest provided for in Section 3.7, all costs (including, without limitation, court costs and reasonable attorneys' fees) incurred by the Park Operator in attempting to collect such Assessment or installment or enforce its lien or other rights and remedies with respect thereto.

3.9. Liens. If an Assessment or any installment thereof on any Parcel is not paid by the time provided for payment pursuant to this Article III, such event shall be deemed and is hereby declared to be the happening of a condition or event that automatically creates an interest in real estate, and, accordingly, the amount of such installment, together with any and all interest, late payment charges, costs, and reasonable attorneys' fees required to be paid by an Owner as herein provided, shall immediately upon such event become and constitute a lien on such Parcel in favor of the Park Operator. Such lien shall be prior to all other liens and encumbrances on such Parcel arising after the date this Declaration is recorded by the Recorder of Deeds of Cook County, Illinois, excepting real estate taxes and assessments and liens of record in favor of the United States of America, the State of Illinois, and all other political subdivisions or governmental instrumentalities of the State of Illinois to the extent (if any) made superior by applicable law.

With respect to any Assessment lien, the Park Operator may unilaterally record a notice of lien with the Recorder of Deeds of Cook County, Illinois, as appropriate, in any legally recordable form. (All references in this Declaration to the Recorder of Deeds of Cook County, Illinois, shall also be deemed to include the Registrar of Titles of Cook County, with respect to any part of the Property title to which is registered with such Registrar.)
7.10. Evidence of Payment. Upon the request of the Owner of any Parcel for the benefit of itself or any existing or prospective mortgagee, lessee or purchaser of such Parcel, the Park Operator or its designated representative shall furnish a written statement of (a) the amount of any Assessment with respect to such Owner's Parcel for the current year; (b) the amount of any unpaid Assessment or installment thereof for the current or any prior year, including late payment charges and interest, if any; and (c) whether any work has been performed, services rendered or costs incurred with respect to such Parcel which, if unpaid, may result in an Individual Assessment against such Parcel. Such statement may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Parcel; provided, however, that such statement shall not prevent the Park Operator from collecting an Assessment for an Operating Deficit. Any purchaser of a Parcel shall be deemed to have assumed responsibility for the Assessment resulting from an Operating Deficit. The Park Operator may impose a reasonable charge for furnishing any such written statement.

3.11. Enforcement of Lien. Any lien established under the Declaration may be enforced by the Park Operator in the same manner and to the same extent (including, without limitation, appointment of a receiver, foreclosure sale, deficiency judgment, and acceptance of a deed in lieu of foreclosure) and subject to the same procedures as in the case of enforcement of a real property mortgage under the laws of Illinois. In any such enforcement proceeding, the amount which may be recovered by the Park Operator shall include all costs of such proceeding, including reasonable attorneys' fees. In any such foreclosure sale, the Park Operator may become the purchaser.

ARTICLE IV
OPERATION OF THE PARK

4.1. Functions of the Park Operator. In addition to the specific functions of the Park Operator enumerated in this Declaration, the Park Operator shall have general administrative and supervisory responsibility over the development and operation of the Common Facilities and the authority to promulgate reasonable Regulations (as and to the extent authorized by any other provisions of this Declaration) binding upon all Users and all of the Property (except that, notwithstanding anything in this Declaration to the contrary, the Park Operator's rights and responsibilities with respect to any viaducts or dedicated or publicly owned plazas, parkways, streets, sidewalks, service
roads, rights of way or transportation facilities shall be limited to what the City may have authorized or permitted.

4.2. Successors. RPI shall have the right to assign its role as Park Operator to TOPCORP or any successor or assignee of TOPCORP, without the approval of Developer or any Owner or any other person. At any time, RPI or TOPCORP or their respective successors or assigns may decline to continue its responsibilities as Park Operator, effective upon giving at least 60 days written notice to Developer (if during the Development Period) and to all Owners. After the effective date of such notice from TOPCORP (or its successor or assign), an Association shall assume all the functions of the Park Operator and shall, from and after its formation, be entitled to all of the rights and benefits granted to the Park Operator herein (including, without limitation, those contained in Sections 4.3 and 4.4). At any time, each Owner shall have the right to representation and a vote within such Association in the same proportion as the total land area of the Parcels in the Park of which such Owner is then the Owner bears to the total land area of all the Parcels in the Park. The Association shall hold an Annual Meeting to which all Owners shall be invited for the purposes of discussing the operation of the Park, voting on representatives to the governing body of the Association, and carrying out any other business scheduled for such Annual Meeting by such governing body. The governing body of the Association may make such rules consistent with the provisions of this Declaration as it deems advisable with respect to the Association's internal organization, the operation of the Park or the Annual Meeting of the Association.

4.3. Exculpation. Neither the Park Operator nor any of its shareholders, directors, employees, officers or agents shall be liable to the Developer, any Owner or User, or any other person, for any act or omission, except that the Park Operator shall be responsible to the extent (if any) otherwise provided under applicable law for the direct results of its own recklessness, fraud, or willful or wanton misconduct.

4.4. Indemnification. The Owners of Developed Parcels, severally in proportion to their respective Proportionate Shares as in effect at the time of a final determination of such costs, damages, etc., shall indemnify the Park Operator and hold it harmless from and against any and all costs, damages, losses, expenses, liabilities and claims incurred by the Park Operator arising out of its duties and not resulting directly from the recklessness, fraud, or willful or wanton misconduct of the Park Operator. For the purposes of this Section 4.4, "the time of a final determination" shall mean such time as the amount of any cost, damage, loss, expense, liability or claim is (a) settled
and actually paid by Park Operator or (b) determined by a court of competent jurisdiction.

4.5 Park Manager. The Park Operator may, in its discretion at any time or from time to time, delegate any or all of its functions, duties and responsibilities under this Declaration to a park manager which the Park Operator may designate from time to time, but only if and to the extent set out in a written document or instrument (which may, but need not, be a management contract) which shall be available for inspection and copying by any Owner at any reasonable time during regular business hours, and the Park Operator may impose a reasonable fee for the cost of such copying. Notwithstanding anything in this Declaration to the contrary, the Park Operator may not, without the prior written consent of TOPCORP, delegate to any park manager the functions, duties, rights or responsibilities contained in the following provisions of this Declaration: Articles IV, V, VI and VII; and Sections 8.4 (but only with respect to inspections to determine compliance with Environmental and Safety Regulations and not with respect to inspections to determine compliance with Maintenance Standards) and 10.2.

ARTICLE V
COVENANTS AND RESTRICTIONS ON USE;
CONSENT REQUIRED FOR CERTAIN TRANSFERS

5.1. Permitted Uses of the Property. Subject to the provisions of Section 5.2, each Parcel within the Park may be used for the uses and purposes set out opposite the identification of the Parcel on Exhibit F-Chart A, or (if the uses and purposes set out opposite the identification of that Parcel on Exhibit F-Chart A do not include research, and if using that Parcel for research would not result in the complete elimination from the entire Park of any use set out opposite the identification of that Parcel on Exhibit F-Chart A) for research, and for no other use or purpose. For purposes hereof and of Exhibit F-Chart A, "research" includes (without limitation) research or development operations and activities, all related activities and operations, and office, laboratory, marketing, administrative and other uses arising out of, or related to, or compatible with, research or development operations and activities, as long as and to the extent that such uses are permitted by applicable law. Notwithstanding anything to the contrary contained in this Declaration (but subject to the provisions of applicable zoning and other laws and to the
limitations set out in Sections 5.2.2 and 5.2.3 below). Parcel A may be used for the uses and purposes set out therefor on Exhibit F-Chart A, and also for research, and also for any other or additional use or purpose permitted by the Federal grant to the University for the construction of the Basic Industry Research Laboratory on Parcel 14 (i.e., energy research [conserve ion] purposes for at least a ten-year period following completion of the Basic Industry Research Laboratory, and availability during that period for federally-funded research projects (no such projects being presently contemplated) and to outside users for scientifically meritorious projects for which the facility is uniquely qualified).

5.2. Prohibited Uses.

5.2.1. No use, activity or operation shall be permitted on any Parcel which is (i) inconsistent with the permitted use or uses for such Parcel described on Exhibit F-Chart A (except as expressly provided to the contrary in Section 5.1 with respect to Parcel 14), or (ii) not permitted by applicable law.

5.2.2. No use, activity or operation may be carried on within the Park which does not comply with all applicable Federal, state, and local statutes, laws, ordinances, codes, rules, regulations, orders or decrees relating to the environment, or any environmental policy, rules or regulations of the [as adopted from time to time by the Park Operator, including (but not limited to) those related to safety, pollution, noise, vibration, smoke, dust, odor, electrical disturbances and radiation (all of the foregoing are referred to herein, collectively, as the "Environmental and Safety Regulations"). The Park Operator may, in its sole discretion, promulgate and amend from time to time an environmental policy for the Park, and rules and regulations relating thereto, which may (inter alia) require information, certifications and cooperation to be provided by Owners and Users.

5.2.3. No research will be conducted in the Park which is directly and solely for the production, storage or processing of Munitions or their unique components.

5.3 Consent Required for Certain Transfers. Without the prior express written consent of the City, no portion of the Property (other than Parcel 14) shall be sold, conveyed, leased, or otherwise disposed of to a tax exempt entity (other than the City or, in the case of a Parcel upon which the University is constructing or will construct a parking structure in accordance
with the terms of the Development Agreement, the University, provided that the foregoing shall not be deemed in any manner to obligate the University to construct any parking structure) if the result thereof would be to exempt such portion of the Property from the payment of general real estate taxes.

ARTICLE VI

DESIGN REVIEW

6.1 Approval of Plans and Specifications. No Improvements may be constructed on any Parcel, nor may any Improvements on any Parcel be substantially modified, except pursuant to appropriate drawings, plans and specifications therefor which have been approved by the Park Operator following a review thereof by RPI’s Design Review Committee. Before commencing any such Improvements (or substantial modifications thereto), the Owner of such Parcel shall cause to be submitted to the Park Operator for its approval, in duplicate, appropriate plans and specifications therefor. The Park Operator shall approve plans and specifications (whether schematic, preliminary or detailed) submitted to it with respect to any Parcel if it finds, in its sole discretion, that they (a) are in compliance with and conform to the Master Plan and the Development Guidelines, (b) describe a facility or project designed for a use which is permitted under Article V and the Development Guidelines, (c) are consistent with the purposes and objectives of this Declaration, and (d) otherwise comply with the provisions of this Declaration. One copy of the plans and specifications which are approved shall bear the written approval of the Park Operator and shall be returned to the applicant, and the other copy thereof shall be retained for permanent record by the Park Operator. Approval by the Park Operator of plans and specifications with respect to any Parcel shall not impair the Park Operator’s right to review and approve or disapprove subsequently a requested amendment of such plans and specifications relating to such Parcel (subject to the provisions of this Article). The Park Operator’s approval of any plans and specifications shall not constitute a representation or warranty as to the adequacy or quality of the plans and specifications or their compliance with applicable laws and codes or any other matter whatsoever, but shall merely be for the Park Operator’s own benefit (and not for the benefit, use or purpose of any other person) for purposes of determining conformity with the Master Plan and this Declaration. All parties to this Declaration acknowledge and agree that inasmuch as the Improvements on Parcel 14 were completed prior to the date hereof, the plan approval procedure described in this Section and elsewhere in this Declaration, and the requirements of the Development
Guidelines, shall not apply to the Improvements which are located on Parcel 14 as of the date hereof (but such plan approval procedure and Development Guidelines shall apply to, but only to, any modifications or alterations of such Improvements and any replacement of the Improvements on Parcel 14). Upon its request, the Owner of Parcel 14 shall be entitled to receive the certificate described in the following sections of this Article to evidence the foregoing compliance.

6.2. Disapproval of Plans and Specifications. If, in its sole discretion, the Park Operator disapproves (on the basis, by reason, or because, of one or more of the criteria set out in Section 6.1) any plans and specifications (whether schematic, preliminary or detailed) submitted to it with respect to any Parcel, the Park Operator shall promptly notify the person who submitted them. If the Park Operator fails to notify the person who submitted them of its disapproval within 30 days after submission thereof (or such longer period as may be agreed to by the party submitting the same), such plans and specifications shall be deemed to have been approved as submitted, and no further action by the Park Operator (or RPI's Design Review Committee) shall be required.

6.3. (Intentionally Deleted)


6.4.1. No Improvement constructed on any Parcel shall be opened for occupancy or use until the Park Operator shall have issued a certificate of compliance herefor. Upon the request of any Owner or Tenant whose plans and specifications for the construction, erection, placement, remodeling, renovation or alteration of an Improvement have been approved by the Park Operator, and upon notification from such Owner or Tenant that the work described in the approved plans and specifications has been completed, the Park Operator shall determine whether such work as completed complies with the plans and specifications approved by it and, if it determines that such work has been so completed, it shall issue a certificate of compliance to the Owner or Tenant requesting it. If the Park Operator determines that minor items of work have not been completed in accordance with approved plans and specifications, it may issue a conditional certificate of compliance conditioned upon the completion of such items within the period stated in such certificate, and after such items are completed to the satisfaction of the Park Operator an unconditional certificate of compliance shall be issued.
6.4.2. Any certificate of compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts stated therein (subject, to the limitations and qualifications set forth in Section 6.1 above) and, with respect to such facts, such certificate may be conclusively relied upon (but solely for purposes of determining whether the Park Operator has approved the matters expressly described in such certificate by any purchaser or mortgagee in good faith and, for values and anyone furnishing any title evidence or opinion with respect to such Parcel. The Park Operator shall maintain a copy of each certificate of compliance it issues as a permanent record, and shall make copies of such certificate of compliance available to any person at a reasonable cost.

6.5. Reliance by Park Operator. In making any determination pursuant to this Article VI (including, without limitation, any determination as to whether to approve any plans and specifications, and any determination whether any completed construction conforms to the approved plans and specifications therefor): (i) the Park Operator may [but need not] rely on the opinion of an architect or engineer engaged by the Park Operator to provide it with such an opinion, and any such reliance by the Park Operator shall conclusively be deemed reasonable for all purposes; and (ii) the Park Operator may charge the party requesting the determination a reasonable fee to cover the Park Operator's costs and expenses in connection therewith (including, without limitation, the fees and expenses of any architect or engineer it may engage to provide it with an opinion or otherwise to assist it in connection therewith).

6.6. Violations. If any Owner (a) constructs, erects, places, remodels, renovates or alters any Improvement (or permits the foregoing to occur) other than in accordance with the plans and specifications approved by the Park Operator, or (b) fails satisfactorily to complete (or cause to be completed) the items of work listed in any conditional certificate of compliance within the period stated therein, then, in any such event, such failure shall constitute a Default, unless the Park Operator determines that such failure does not substantially conflict with the policies of the Park Operator or the purposes of this Declaration.

6.7. Exemption. The Park Operator may adopt regulations exempting from the application of this Article VI (or any particular provision or requirement hereof) the construction, erection, placement, remodeling, renovation, painting or alteration of any Improvement the overall impact of which, when considered in light of the purposes and objectives of this
Declaration, is, in the Park Operator's reasonable judgment, immaterial.

ARTICLE VII
DEVELOPMENT GUIDELINES

7.1. Enforcement. The Park Operator shall have the sole and exclusive authority, in its discretion, to enforce the Development Guidelines for the Property and all Improvements thereon in furtherance of the purposes and in accordance with the standards described on Exhibit F and the Master Plan.

7.2. Effective Date. Upon the adoption of any amendment to the Development Guidelines (all of which amendments shall require the consent and approvals set forth in Section 10.2 hereof), a copy of such amendment (or of the Development Guidelines as so amended) shall be filed by the Park Operator with the Recorder of Deeds of Cook County, Illinois, as an amendment of this Declaration, and the same shall become effective on the date of such filing. No amendment to the Development Guidelines shall operate to revoke any approval of plans and specifications previously approved by the Park Operator.

7.3. Variances. In connection with the Park Operator's review and approval of any plans and specifications submitted to it with respect to any Parcel pursuant to Article VI, the Park Operator may, in its sole and unreviewable discretion (and without any obligation to explain its action or refusal to act), grant (or decline to grant) variances from the requirements of the Development Guidelines and the Master Plan if strict enforcement of the same will cause undue hardship or prevent or cause unnecessary modifications of an improvement design or layout which is aesthetically pleasing and compatible with the design and layout of the Park and the other Improvements constructed or contemplated to be constructed within the Park; provided, however, that no such variance may be granted which would (a) change any of the Parcel uses permitted hereunder, (b) change the density or height permitted under the Development Guidelines, (c) permit the use of any building materials which are substantially different from those permitted under the Development Guidelines, or (d) be contrary to the intent and purpose of the Development Guidelines, the Master Plan and this Declaration, and further provided, that any variance granted by the Park Operator which involves a major or significant matter or variance will not be effective unless and until it has also been
approved (either specifically or pursuant to a general or blanket approval applicable to a category of cases of which the particular case in question is an exemplar) by TOPCORP. Any such plans and specifications with respect to which a variance has been granted and which are approved by the Park Operator (and, if required, also by TOPCORP) as provided in this Section 7.3 shall constitute a waiver of any requirement in the Development Guidelines or the Master Plan as applied to any other improvements on the Parcel for which such variance has been granted or any other Parcel or part of the Property. Any variances from the requirements of the Development Guidelines and the Master Plan which are contained in any plans and specifications reviewed and approved by the Park Operator (and, if required, also by TOPCORP) shall be deemed granted in accordance with this Section 7.3 and no further action on the part of the Park Operator or TOPCORP need be taken to effect such granting.

7.4. Private Restrictions and Zoning. Except for such restrictions or limitations as may be provided for in the Development Agreement or in any Ground Lease, neither Developer nor any Owner or other person may impose any restrictions or limitations of any kind whatsoever on any Parcel or any other part of the Property different from or in addition to those set forth in this Declaration without the express written approval of the Park Operator in each case. The Development Guidelines shall not be construed as permitting any action prohibited by (a) any applicable zoning or other law, statute, code, ordinance, resolution, regulation or order of the State of Illinois or any political subdivision or governmental instrumentality of the State of Illinois, or (b) any other applicable covenant, condition, restriction or reservation of easement contained in any recorded instrument which had been duly recorded prior to the date this Declaration first became applicable to such Parcel or which is not inconsistent with this Declaration. Except as set forth in Section 14.12 herein, if any inconsistencies exist between any provision of this Declaration (including, without limitation, the Development Guidelines), governmental requirements, or valid and enforceable covenants, conditions and restrictions of record with respect to any part of the Property, the more stringent or restrictive provision shall apply.
ARTICLE VIII
MAINTENANCE STANDARDS

8.1. Adoption and Amendment. The Property (except Undeveloped Property) and all improvements located on the Property shall at all times be kept in good order and repair, in a safe, clean and attractive condition and shall be maintained in a first class manner consistent with a natural environment and the aesthetic image of the Property contemplated by the Master Plan and the Development Guidelines and the development of the Property as a campus style research, development and related business park of high quality. The Owner of each Parcel of Undeveloped Property shall at all times keep such Parcel in a reasonably safe condition and reasonably free from rubbish and debris, and if any such owner fails to do so after notice from the Park Operator, the Park Operator may (but shall not be obligated to) take such actions as it deems appropriate to cause such Parcel to be kept in a reasonably safe condition and/or reasonably free from rubbish and debris, and shall assess all costs thereof to the Owner of that Parcel as an Individual Assessment. In furtherance of the foregoing standard of high quality and of the purposes and objectives of this Declaration, the Park Operator shall have the right to adopt, and may from time to time amend, substitute and replace, Maintenance Standards pertaining to the maintenance, repair and appearance of the Property (including Undeveloped Property as well as Developed Property) and the exterior of all Improvements located on the Property.

8.2. Covenants Running with the Land. The Maintenance Standards and all amendments thereto: (a) shall be, and shall be construed as, covenants running with the land as fully as if the same were contained in this Declaration; (b) shall be binding upon the Park Operator, each Owner, and the Property; and (c) shall (regardless of whether or not any such person owns an interest in any part of the Property) inure to the benefit of and be enforceable at any time by the Park Operator, by each Owner (when it is an Owner), and during the Development Period by the Developer.

8.3. Obligations with Respect to Maintenance of the Property

8.3.1. Except as otherwise provided in Subsection 8.3.3, the Park Operator shall be responsible for the maintenance, repair and replacement in a first class manner of the Common Facilities and all Improvements which are a part of the Common Facilities (but
all costs thereof will be paid or reimbursed to the Park Operator as Assessments, as provided in Articles II and III above).

8.3.2. Each Owner, during the time it is an Owner, shall at its expense (a) keep and cause each of its tenants during its tenancy to keep, the Parcel owned or leased by it in good order and repair, in a safe, clean and attractive condition, and maintained in a first class manner in accordance with the Maintenance Standards; (b) maintain in good condition all landscaping situated on its Parcel, and (c) maintain, repair and replace or cause to be maintained, repaired and replaced the exterior of all improvements located on such Parcel and all external installations located on such Parcel or attached to any improvement on such Parcel (such as heating, plumbing, electrical, and air conditioning fixtures or installations, and any portion of any utilities located within the boundaries of and servicing such Parcel).

8.3.3. Each Owner, during the time it is an Owner, shall maintain, repair and replace or cause to be maintained, repaired and replaced at its expense all portions of the Common Facilities which may be damaged or destroyed by reason of its own intentional or negligent act or omission or by the intentional or negligent act or omission of any invitee, lessee, licensee, employee or agent of such Owner.

8.3.4. Notwithstanding the fact that the Park Operator or any Owner may be entitled to the benefit of any guarantee of material or workmanship furnished by any construction contractor or other person responsible for any construction defects, or to the benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Park Operator or by any Owner in performing its obligations hereunder.

8.4. Periodic Inspection. Periodically, the Park Operator through its authorized officers, employees, agents or designees may inspect each parcel and each improvement thereon (including, without limitation, the interior of any such improvement, whether or not leased to any tenant) to determine whether such parcel and the improvements comply with the Maintenance Standards, the Environmental and Safety Regulations, and the prohibitions in this Declaration relating to munitions, and are otherwise in compliance with the terms of this Declaration. After each such inspection, the Park Operator shall, if any defects or deficiencies are found, issue an inspection report to the Owner (with a copy to any other person the Park Operator considers appropriate), listing the defects and the reasonable time within
which they shall be corrected. Such Owner shall correct such defects or deficiencies or causes them to be corrected within such reasonable period as is stated in the inspection report. The Park Operator may (but will not be obligated to) correct such defects if not done by the Owner within the period specified, provided that the Park Operator may correct such defects at any time, whether prior or subsequent to such notice, if in its sole discretion it determines that an emergency exists. The Owner of such Parcel shall reimburse the Park Operator for any costs incurred in such corrective action as provided in Article III and Section 11.1.

8.5. Failure to Comply. Failure timely and in accordance with the provisions of this Declaration to comply with the Maintenance Standards or to correct the defects or deficiencies listed in any inspection report issued by the Park Operator or to pay any fee or to reimburse the Park Operator for any costs incurred pursuant to Section 8.4 shall constitute a Default.

 ARTICLE IX
COMMUN FACILITIES

9.1. Designation of Common Facilities. The Park Operator and the Owner of any Parcel may at any time jointly (or, in the case of any Parcel owned by the Park Operator, the Park Operator acting alone) designate as Common Facilities any part of the Property owned by such Owner which is to be open for the common use and enjoyment of Owners and Users.

9.2. Rights of Enjoyment in Common Facilities. TOPCORP, RPI and each Owner shall each have a non-exclusive right of use and enjoyment of the Common Facilities, and such rights of each Owner shall be appurtenant to, and shall pass with the title of, each Parcel. Each Tenant and each employee of each Owner and Tenant shall have a non-exclusive, nontransferable right to use and enjoy the Common Facilities, which right shall terminate when such person ceases to have the status of a Tenant or an employee. Such rights shall be subject, however, to the following:

(a) The right of the Park Operator to adopt and enforce, and from time to time amend, reasonable rules and regulations pertaining to the use of the Common Facilities.

(b) The right of the Park Operator (which right may be subject to the City's paramount right and authority with respect to dedicated streets and other publicly owned areas) to establish
and charge reasonable admission and other fees for the use of any of the Common Facilities.

(c) The right of the Park Operator to suspend, (i) for a reasonable period of time, the right of any Owner, Tenant, or employee of any Owner or Tenant to use the Common Facilities for any violation of the rules and regulations relating to the Common Facilities, and (ii) the right of any Owner, Tenant, or employee of any Owner or Tenant to use the Common Facilities for any period during which any Default exists under this Declaration or the Regulations; provided that such rights of suspension shall not prevent ingress to or egress from such Owner's or Tenant's place of business.

(d) All other easements, restrictions, covenants, conditions and rights to which the Property is subject.

(e) The right of the Park Operator to grant permits, licenses, and easements over the Common Facilities for Utilities, roads, walkways and other purposes reasonably necessary or useful for the proper maintenance, use or operation of the Park, provided that any such permits, licenses or easements shall (but only if they burden or adversely affect any Parcel owned or leased by Developer or an Affiliate) require the prior written consent of the Owner of such affected Parcel, which consent shall not be unreasonably withheld or delayed and may not under any circumstances be conditioned upon the payment of money or other consideration.

(f) The right of the Park Operator to allow the general public to use and enjoy any or all parts of the Common Facilities, subject to such conditions and restrictions (if any) as the Park Operator may establish, all as the Park Operator may in its sole discretion determine from time to time (but the Park Operator's right to establish conditions and restrictions may be subject to the City's paramount right and authority with respect to dedicated streets and other publically owned areas).

(g) The right of the Park Operator to erect on the Common Facilities directional, identification and other signs that it determines, in its sole discretion, are necessary or appropriate for the efficient operation and use of the Park and are consistent with the Master Plan.

(h) The right of the City to establish from time to time limitations and restrictions on the use of such of the Common Facilities (if any) as are within or upon public streets or other land owned by the City.
9.3. Maintenance and Management of Common Facilities. The Park Operator shall provide for the management of all Common Facilities and shall use reasonable efforts to keep all Common Facilities in such maintenance, repair and appearance as shall comply with the Maintenance Standards. The Park Operator may fulfill this responsibility by contracting with any other person or persons for the maintenance or repair of the Common Facilities, upon such terms and conditions, including terms as to reasonable compensation, as shall be agreed upon by the Park Operator and such other person. Without limiting the generality of the foregoing, and without limiting or restricting in any way the Park Operator's authority or discretion as set out above, as of the date of the first recording of this Declaration it was anticipated that during the Development Period, the Park Operator would engage Developer or one or more of its Affiliates to manage the Common Facilities.

9.4. Insurance. The Park Operator may obtain and maintain such insurance with such coverages and in such amounts as the Park Operator shall, in its sole discretion, determine.

ARTICLE X

DURATION, AMENDMENT AND TERMINATION; SUBJECTING CERTAIN PROPERTY TO DECLARATION

10.1. Duration. This Declaration shall continue in full force and effect until December 31, 2086; provided, however that if the rule against perpetuities or any other rule of law limits the time during which this Declaration or any provision hereof may be effective, then this Declaration and each such provision shall continue to be effective only until the date which is 20 years and 150 days after the death of the last survivor of all of the members of the House of Representatives of the United States of America surviving all of their children and grandchildren living on the date of execution of this Instrument.

10.2. Amendment and Termination. Except to the extent (if any) expressly provided otherwise in this Declaration, this Declaration may be amended or terminated by, and only by, the written agreement of the following persons: (a) during the Development Period, all of the Park Operator, RPI, TOPCORP and the Developer; and (b) at any time other than during the Development Period, all of the Park Operator, RPI, TOPCORP, the Majority Owners (which may include either or both of TOPCORP and RPI to the extent they are Owners) and Developer (but Developer's agreement will not be required after the first date on which 50% or more of the Rentable Area of the Parcels which are then Developed Parcels is owned by or subject to a ground lease to persons other than the Developer and any Affiliate (defined for purposes hereof as defined in the Development Agreement), nor
10.3. City Becoming a Party to Declaration, Subjecting Certain Property to Declaration.

10.3.1. The City and RPI, acting alone and without any vote of any kind or the approval, consent or agreement of any person whatsoever (but this provision shall not be construed as affecting in any way the laws, rules or procedures which must be followed by the City in authorizing its officers, agents or signatories to sign any such document on its behalf), may cause the City to become a party to this Declaration at any time by signing and causing to be recorded an amendment to this Declaration declaring the City to be a party hereto and subjecting to this Declaration and all of the covenants, conditions, restrictions and easements set forth in this Declaration all or any (in their sole discretion) of the Property to be Acquired which is then owned by the City.

10.3.2. Any party to this Declaration shall have the right, but not the obligation, at any time to subject any Parcel or part of the Property to be Acquired which it then owns to this Declaration and all of the covenants, conditions, restrictions and easements set forth in this Declaration, by unilaterally recording with the Cook County Recorder of Deeds an amendment of this Declaration to that effect; provided, however, that the foregoing provision shall not be construed or applied as negating or affecting in any way any obligation under the Development Agreement of any party thereto. Such amendments shall not require any vote of any kind, or the consent, approval, or agreement of any person whatsoever except the approval of RPI as to the form of the amendment.

10.4. Non-Applicability to Development Guidelines and Maintenance Standards. The adoption or amendment by the Park Operator of Maintenance Standards and Regulations, and the promulgation by the Park Operator of rules, regulations and policy statements pursuant to Section 11.4, shall not be deemed
amendments to this Declaration and shall not require any vote of any kind, or the consent, approval, or agreement of any person whatsoever.

ARTICLE XI
ENFORCEMENT

11.1. Curing Default or Lien. In the event of any Default by any Owner or other person under this Declaration, the Park Operator may notify the Owner of such Parcel, and may (in its discretion) also give a copy of such notice to any or all of the Tenants of, and to any or all of the holders of recorded mortgages or trust deeds which encumber the Parcel of, the Owner who is in Default. Such notice shall set forth the nature of the Default and the action or actions (if any) required to remedy the Default. If the Owner fails to take or cause to be taken the specified action or actions within 30 days after the giving of the notice (or, if the nature of such Default is such that the same cannot be cured within said 30-day period, and if the Owner commences to cure the Default within said 30-day period, then such longer period of time as may be necessary to cure the Default, but in no event more than 60 days after the expiration of the first 30-day period) the Park Operator may (but shall not be required to) exercise any or all of its rights hereunder, which shall include (without limitation) the right (but not the obligation) to do anything on such Parcel necessary or appropriate to perform the action or actions specified in such notice to abate, remedy, extinguish, remove or repair a Default hereunder. The Park Operator may exercise, without notice, any of its rights hereunder with respect to any Default if it determines that an emergency exists requiring immediate action.

Costs incurred by the Park Operator in exercising any of its rights with respect to any Default or any Parcel, together with any and all late payment charges, interest, and costs of collection and enforcement that may accrue or be levied with respect thereto as provided in Article III hereof, shall be a binding personal obligation (which shall be an Individual Assessment) of the Owner of such Parcel which shall be payable on demand, and shall also be a lien against such Parcel and, if so provided pursuant to the provisions of Section 3.6, a lien jointly and severally against all Parcels owned by that Owner. If the Owner fails to pay all such amounts within 30 days after demand, the Park Operator (i) shall enter the amount of the obligation, the name of the Owner as it appears on its records, and the description of the Parcel in a lien record book to be maintained by the Park Operator at its office, together with the
date of such entry, and (ii) may record, in the real estate records of Cook County, Illinois, a notice of such lien.

11.2. Remedies. Nothing contained in this Article shall be deemed to affect or limit the rights (to the extent, if any, such rights may be expressly created by the provisions of this Declaration) of Developer, the Park Operator, any Owner, or their respective legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the provisions of this Declaration or recover damages for any Default. It is hereby declared that irreparable harm will result to the parties to and the express beneficiaries of this Declaration by reason of a Default, and, therefore, each of them (but only they and not any other person) shall be entitled to relief by way of injunction, without bond, or specific performance, or any other relief available at law or in equity, to enforce the provisions of this Declaration.

11.3. No Waiver. The failure of Developer, the Park Operator, any party to this Agreement, any Owner, or their respective legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to insist upon compliance with any of the terms and conditions of this Declaration, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as either (a) wrongful or a breach hereof or actionable, or (b) the waiver of such or any similar restriction, right or privilege, including the right to cure a Default, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

11.4. Rules, Regulations, and Policy Statements. The Park Operator may, in its sole discretion, from time to time adopt, amend, modify, substitute and replace, and enforce, reasonable rules and regulations (a) pertaining to the exercise of its authority and the performance of its duties, responsibilities and other obligations under this Declaration, (b) regarding the administration, interpretation, application and enforcement of the terms and provisions of this Declaration, or (c) as otherwise expressly provided in this Declaration. The Park Operator may also, from time to time, issue statements of policy with respect to the development of the Property and such other matters within the scope of its authority as it deems appropriate. None of the foregoing rules, regulations or policy statements (or any other provision contained in this Declaration) shall operate to allow the Park Operator to amend or otherwise modify the definition of "Munitions" contained in Article I or the provisions relating thereto contained in Subsection 5.2.3. All rules, regulations and policy statements shall be consistent with and designed to further the purposes and objectives of this Declaration. No such rule, regulation or policy statement shall operate to revoke any
plans and specifications previously approved by the Park Operator. All parties to this Declaration, all Owners, Tenants and Users, and all Property, shall be bound by and shall be obligated to abide by and comply with all such rules, regulations and policy statements.

The Park Operator shall maintain a copy of the rules, regulations and policy statements (and of each amendment thereof) as a permanent record, shall make copies available to any person on written request, and may, in its discretion, impose a reasonable fee for the cost of such copies.

ARTICLE XII

EASEMENTS


12.1.1. Easements for Use of Common Facilities. Each party hereto (Grantor) hereby grants to the other parties and to the respective Owners at any time or from time to time of any and every Parcel (each of them being a Grantee), non-exclusive easements in, to, over, through, upon, across and under such of the Common Facilities as are from time to time located on its (Grantor’s) Parcels for:

(a) ingress to and egress from the Grantee’s Parcel and for vehicular and pedestrian access to and from and ingress and egress to and from the Grantee’s Parcel, from and to streets and highways adjacent to or near the Park, including entrances and exits; and

(b) the passage and parking of vehicles; and

(c) the passage and accommodation of pedestrians

PROVIDED, HOWEVER, that the foregoing easements are and shall be limited to (i) such portions of the Common Facilities on the Grantor’s Parcels as are shown and identified as “Easement Areas” on Exhibit E-1 which is attached hereto and made a part hereof, and (ii) the specific purposes set forth on said Exhibit E-1. Easements relating to additional Common Facilities designated as such pursuant to the provisions of Section 9.1 may be established by the recording of an amendment to this Declaration executed by the Owner of the Parcel upon which the additional Common Facilities are located and by the Park Operator.

The use and enjoyment of the Common Facilities, and the Park Operator’s rights and responsibilities in connection therewith,
shall be subject to all of the applicable terms and provisions of
this Declaration, including (without limitation) Article IX.

The easements granted in this Section shall survive the
termination of this Declaration and shall expire and terminate
what’ prior or subsequent to the termination of this
Declaration when such easements cease to be used for the
purposes permitted herein by any User for a period of one year.

12.1.2. Easements for Utilities. Each party hereto
(Grantor) hereby grants to the other parties and to the
respective Owners at any time or from time to time of any and
every Parcel and to any utility company or provider of any
Utilities (each of them being a Grantee), a non-exclusive
easement in, to, over, through, upon, across and under the
portion or portions of the Property as to which it has or obtains
the legal right to do so, and which are shown and identified as
"Easement Areas" on Exhibit E-2 which is attached hereto and made
a part hereof, for the installation, use, operation, maintenance,
repair, replacement, relocation and removal of Utilities serving
any other Parcel. Each Grantor agrees to execute and deliver
easement or related agreements with any utility company or
provider of Utilities promptly upon the request of such company
or provider or upon the request of the Park Operator on behalf of
such companies or providers. All Utilities installed under or by
the authority or benefit of any easement granted by this
Section shall be underground, and the location thereof shall be
approved in writing by the Park Operator prior to any
installation, replacement or relocation. Except as otherwise
provided herein, the Grantee of any easement for Utilities under
this Section 12.1.2 shall be responsible, as between such Grantee
and Grantor, for the installation, maintenance, repair,
replacement, relocation and removal of all Utilities installed by
or on behalf of the Grantee within the easements. After initial
installation is completed, any further installation, maintenance,
repair, replacement, relocation or removal of Utilities that any
Grantee desires or is required to perform may be performed by the
Grantee only after reasonable notice to the Grantor of the
Grantee's intention to do such work. However, in the case of an
emergency, any such work may be performed immediately after such
notice (if any) to the Grantee as is practicable under the
circumstances. In addition, the parties agree that all such
installation, maintenance, repair, replacement, relocation and
removal of all or any portion of the Utilities shall be performed
in a manner that causes as little disturbance to the Grantor and
its Parcel as may be practicable under the circumstances, and any
and all portions of the surface area of the Grantor's Parcel and
any Improvements thereon which may have been excavated, damaged
or otherwise disturbed as a result of such work shall be restored
at the sole cost and expense of the Grantee to substantially the
12.1.3 Effective Time of Granting. Each party agrees that the foregoing grants of easements set out in this Article XII shall apply to and bind each and every Parcel as to which it is now the Owner or has the right or power to grant such easement, and also (from and after the time it first becomes the Owner thereof or first acquires the right or power to grant such easement) every other Parcel as to which it may hereafter become the Owner or acquire the right or power to grant such easement, automatically and without any further act by such party or any other person. Each party agrees that, promptly upon the Park Operator's request at any time or from time to time, it will execute such amendments to this Declaration or such other instruments as the Park Operator may specify, for the purpose of confirming, ratifying, perfecting or otherwise establishing the easements intended to be granted, conveyed, or established by this Article XII.

12.2 Location of Easements. The parties acknowledge and agree that Exhibits H-1 and H-2 hereto show the location of all easements intended for Common Facilities and Utilities for the entire Park and that each Parcel and part of the Property to be Acquired shall be subject to the grants of easements herein contained (and all of the other covenants, conditions and restrictions contained in this Declaration) as and when and from and after the first to occur of (i) the date each Parcel or part of the Property to be Acquired is first acquired or owned by TOFCORP or RPL, (ii) the date each Parcel or part of the Property to be Acquired is otherwise subjected to this Declaration, or (iii) the date thereafter described in Section 12.1 above.

12.3 General.

12.3.1 Benefits and Burdens. The grant of any easement in this Article XII by a Grantor shall bind and burden its Parcels, which shall, for the purpose of this Agreement, be deemed to be the servient tenement; provided, however, that where only part of a particular Parcel is bound and burdened by the easement, only that part shall be deemed to be the servient tenement. The easements granted to a Grantee hereunder shall be appurtenant to and shall benefit such Grantee's Parcel, which shall, for the purpose
of this Agreement, be deemed to be the dominant tenement; provided, however, that where only a part of a particular parcel is so benefited, only that part shall be deemed to be the dominant tenement.

12.3.2. Duration. All easements granted in this Article XII run with the land and are irrevocable except to the extent (if any) specifically provided otherwise herein or upon voluntary termination thereof by all parties benefited thereby which, to the extent that any easement affects or benefits all or any portion of the Common Facilities, shall include the Park Operator.

12.3.3. Grantee's Indemnification. The Grantee of any easement under this Article XII shall defend, indemnify and hold the Grantor harmless from and against all claims, costs, expenses, (including reasonable attorney's fees) and liabilities incurred in connection with the Grantee's exercise of the rights granted herein with respect to such easement, unless the same is occasioned by the sole negligence or willful act or omission of the Grantor, provided, however, that all costs and expenses of the Park Operator relating to the Common Facilities shall be Common Expenses and, provided further, that the provisions of Sections 4.3 and 4.4 shall be fully applicable to, and shall supersede the provisions of, this Section with respect to the Park Operator.

12.3.4. Disputes. Any dispute concerning the existence, location, nature or scope of any of the easements granted under this Article XII shall be resolved by the Park Operator (and, if the dispute occurs during the Development Period and involves any property owned or leased by the Developer or an Affiliate, with the concurrence of the Developer), whose decision or decisions shall be binding.

12.3.5. Definitions. For purposes of this Article XII: (a) "Grantee" shall mean a person to whom an easement is granted in accordance with the provisions of this Article XII, it being intended that the grant shall benefit not only such person, but also any Tenant of such person and the respective successors and assigns of such person and Tenant; and (b) "Grantor" shall mean a person granting an easement in accordance with the provisions of this Article XII, it being intended that the grant shall bind not only such person, but also any Tenant of such person and the respective successors and assigns of such person and Tenant.

12.3.5 Public Access. The Park Operator shall have the right, but not the obligation, in its sole discretion, to temporarily block, close off or preclude public access to all or any part or parts of the Common Facilities (which term for
purposes of this Section 12.3.6 only does not include any
dedicated or publicly owned streets, sidewalks, service roads or
right of ways) from time to time if it determines, in its
discretion, that doing so may be necessary or useful to prevent
the establishment, by operation of common law or otherwise; of
easements or rights of prescription or otherwise in favor of the
general public.

ARTICLE XIII

ADDITION: RESTRICTIONS

13.1. Temporary Structures. No trailer, temporary building
or temporary structure of any kind shall be permitted except
trailers, temporary buildings or temporary structures used during
construction of a permanent Improvement. Such trailers,
temporary buildings or temporary structures shall be removed as
promptly as practicable and in any event not later than 30 days
after completion of such permanent Improvement (not including
tenant finish work, if any).

13.2. Post-Casualty Responsibilities. In the event of
damage or destruction to any Improvement by fire or other
casualty, the Owner of the Parcel on which such Improvement was
located shall thereafter either promptly restore such Improvement
to the condition existing prior to such damage or destruction, or
in the alternative, raze and remove such Improvement and all
other debris, level the Parcel, and landscape the Parcel in a
suitable and attractive manner. In the event of damage or
destruction to any Improvement located in the Common Facilities,
the Park Operator shall thereafter promptly restore such
improvement to the condition existing prior to such damage or
destruction or construct a suitable substitute or alternative
Improvement consistent with the Master Plan.

13.3. On-Street Parking. The Park Operator may, by
regulations it adopts from time to time, restrict or regulate in
any way parking on any street or access road, or at any place in
the Park, except in public streets or rights-of-way, provided,
however, that nothing in this Declaration or in any such
restrictions or regulations shall (i) abrogate or restrict the
rights of Developer (or its successors or permitted assigns), as
expressly set out in the Development Agreement, to parking in
areas other than streets and access roads, or (ii) be deemed to
apply to any Undeveloped Property owned by the City or the
University. Each Owner shall be responsible for compliance with
these parking regulations by its tenants, employees, and
visitors. Owners or users of vehicles parked in violation of
this Section shall be subject to the sanctions provided by

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132 of 476
governmental ordinances, if any, that prohibit overnight parking, and regardless of the existence of any governmental sanctions, the vehicles so parked shall be subject to removal at the expense of the vehicles’ owners at the direction of the Park Operator or any of its representatives or designees.

ARTICLE XIV
MISCELLANEOUS

14.1. No Reverter. No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

14.2. Notices. Any notice required or permitted to be given to any person pursuant to the provisions of this Declaration shall be deemed given on the second business day after being deposited in the United States mails, first class postage prepaid, addressed to the person at its last address as it appears on the records of the Park Operator.

14.3. Construction. The Park Operator shall have the exclusive right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction by the Park Operator shall be final and binding as to all persons benefitted or bound by the provisions of this Declaration; provided, however, that with respect to a determination by the Park Operator that a particular use is or is not permitted pursuant to Article V, such determination shall not be subject to court review and shall be final, conclusive and binding.

14.4. Severability. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable for any reason shall not affect the validity or enforceability of any other provision of this Declaration. It is the intention of the parties hereto that each provision of this Declaration be enforced to the fullest extent permitted by applicable law, notwithstanding that any other provision hereof may be held to be unenforceable.

14.5. Headings. The headings of the Articles and Sections of this Declaration are for convenience of reference only and shall not affect the meaning or construction of the contents of this Declaration.

14.6. Gender. Throughout this Declaration, the masculine and the neuter genders shall each be deemed to include all others.
14.7 Waiver. Every Owner and Tenant, by acquiring any interest or estate in any Parcel, and every party hereto, and every User, agrees that it will never bring any action or suit against the Park Operator or any of its officers, shareholders, directors, partners, employees, agents, contractors or representatives to recover any damages or to seek equitable relief relating to the enforcement or failure to enforce this Declaration, except that an Owner or Tenant may seek a declaratory judgment or injunctive relief against the Park Operator with respect to any alleged wrongful enforcement of (or wrongful failure to enforce) this Declaration as to such Owner's or Tenant's Parcel.

14.8 Park Operator Expenses. The Park Operator shall not be required to bear any of the costs or expenses it incurs in enforcing, administering, or carrying out any of its powers, rights, or authorities under this Declaration, it being the parties' intention that all such costs and expenses will be passed on to one or more of the Owners as Assessments.

14.9 Covenants Running with Land. This Declaration and all amendments hereto (a) shall be, and shall be construed as, covenants running with the land, (b) shall be binding upon all of the Property, the Park Operator, each Owner, each Tenant, all persons claiming under any Owner or Tenant, and (but only during the Development Period) the Developer, and (c) shall inure to the benefit of and be enforceable by the Park Operator, each Owner, and (but only during the Development Period, except as otherwise expressly set forth heretofore) the Developer.

14.10 Exhibits. All Exhibits to this Declaration are hereby incorporated in and made a part of this Declaration.

14.11 Right of Entry. The Park Operator through its authorized officers, employees, agents and designees, shall have a reasonable right of entry upon any Parcel for the purposes of (a) making inspections required or permitted by Article VIII; (b) doing anything on such Parcel necessary to perform the action or actions specified in any notice to the Owner to abate, remedy, extinguish, remove or repair a Default pursuant to Section 11.1, (c) determining compliance of all Users with the Environmental and Safety Regulations and prohibitions contained in this Declaration relating to Munitions (it being expressly understood and agreed that Park Operator may make unannounced inspections for purposes of determining such compliance), and (d) carrying out any right, power or authority granted to it by this Declaration. The Park Operator, through its authorized officers,
employees, agents and designees, shall have a reasonable right of entry upon any parcel for the purpose of ascertaining whether construction, erection, placement, remodeling, renovation, or alteration of any improvement located on such parcel is in compliance with the provisions of Article VI. The Park Operator or any of its authorized officers, employees, agents or designees shall not be deemed to have committed a trespass or wrongful act solely by reason of any entry permitted by any provision of this Declaration. Any bona fide utility company, through its authorized officers, employees, and agents, shall have the right at its sole expense (and only if it fully repairs and restores any damage done by or in the course of such entry), to enter upon the Common Facilities or upon any utility easements located on any parcel, for the purpose of installing, repairing or servicing any of its equipment, or for reading meters, without the Park Operator's approval; provided, however, that if any such activities by the utility cause alteration to or displacement of any waterscaping, landscaping, grass, sidewalks, fences, garages, or other structures or improvements on the Common Facilities, then the prior approval of the Park Operator shall be required.

14.12 Certain Rights of Developer. The parties hereto acknowledge that RPI and Developer were engaged in negotiating the terms and provisions of the Development Agreement for a significant period of time and, in consideration of Developer's entering into the Development Agreement and this Declaration, all parties hereto agree that if and to the extent that the following provisions of this Declaration would impose different or more burdensome obligations on, or provide different or less advantageous rights to, the Developer (or any permitted successor or substitute Developer) or any Ground Lease Tenant (defined for purposes hereof as defined in the Development Agreement) than the corresponding provisions of the Development Agreement or any ground lease entered into pursuant to the terms thereof (the "Ground Lease"), then, as to the Developer (or any permitted successor or substitute Developer) or such Ground Lease Tenant (or their respective permitted successors and assigns as provided in those documents), the corresponding provisions of the Development Agreement or the Ground Lease (as the case may be) shall govern and control over the following provisions of this Declaration to the extent of any inconsistency: Sections 3.2.3(e) (but only to the extent that Developer or any of its Affiliates shall not be responsible for the cost of any such inspections to the extent it exceeds the amount set forth in the Annual Budget, as approved by Park Operator and Manager), 3.4 (but only with respect to the restrictions in the Development Agreement on the circumstances in which Special Assessments may be levied against certain Parcels with respect to a parking structure), 6.1, 6.2, 6.4 (except that no Improvement constructed
on any Parcel by Developer or any Ground Lease Tenant shall be opened for occupancy or use until evidence of satisfactory completion thereof shall have been delivered as provided in the Development Agreement or the Ground Lease, as the case may be), 6.5, 6.6 (except that as to the Developer, any permitted successor or substitute Developer, or any Ground Lease Tenant, its constructing, erecting, placing, remodeling, renovating or altering any Improvement other than in accordance with the provisions of the Development Agreement and the Ground Lease, as the case may be, shall constitute a Default hereunder), 8.4 (but only to the extent that inspections for purposes of determining compliance with Maintenance Standards will be made at reasonable times and upon reasonable notice, it being understood and agreed that inspections for other purposes will not be subject to any such limitations), 13.2 and 14.11(a) and (d) (except that the provisions of Sections 14.11(a) and (d) of this declaration shall be so governed and controlled by the corresponding provisions of the Development Agreement and any Ground Lease only with respect to any provisions of the Development Agreement or the Ground Lease (as the case may be) requiring notice for or stipulating conditions under which the Park Operator may exercise its rights of entry and inspection for purposes of determining compliance with Maintenance Standards, and not in any other respect; and no such notice requirements or other conditions shall apply to or restrict Park Operator's rights to enter, inspect, or otherwise determine compliance with Environmental and Safety Regulations or prohibitions relating to Munitions; and Developer, for itself and on behalf of all Ground Lease Tenants under any Ground Lease, agrees that all other terms and conditions of the rights of entry and inspection set forth in said Sections shall be fully applicable to Developer and the Ground Lease Tenants). Notwithstanding the foregoing: all of the covenants, conditions and restrictions contained in this Declaration shall be fully applicable to all Tenants of any Ground Lease Tenant under any Ground Lease; and, nothing in this Section 14.12 shall be deemed to, o. construed or applied so as to, relieve Developer (or any permitted successor or substitute Developer) or any Ground Lease Tenant of any obligation, undertaking or requirement set out in or provided for in the Development Agreement or the Ground Lease.

14.13 Consents. Wherever this Declaration requires or provides for the consent, agreement or approval of any person other than an Owner and such person is no longer in existence, such consent, approval or agreement shall not be required.

14.14 Parties Not Partners. All parties hereto agree that none of them shall be deemed to be an affiliate, partner or joint venturer of or otherwise associated with or in any relationship with any of the other parties or any Owner so as to be responsible for any of the other's or any other Owner's duties or.
obligation, that all present and future owners or tenants shall agree that their respective interests in any of the property shall be subject and subordinate to this Declaration, and that they shall comply with and be bound by all of the terms and conditions of this Declaration, individually and as owners of their respective properties.

14.15 City Reservation of Rights. Nothing in this Declaration shall be deemed to abrogate the right of the City to exercise its governmental authority.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed by their duly authorized officers or agents as of the day and year first above written.

Attest:

Name: 
Title:

By:
Name: 
Title:

NORTHEASTern UNIVERSITY
an Illinois Corporation

Attest:

Name: 
Title:

By:
Name: 
Title:

TOPCORP, INC.,
an Illinois corporation

Attest:

Name: 
Title:

By:
Name: 
Title:

RESEARCH PARK, INC.,
an Illinois corporation

Attest:

Name: 
Title:

By:
Name: 
Title:

CHARLES H. SHAW/ EVANSTON ASSOCIATES,
an Illinois general partnership

By:
Charles H. Shaw, its sole managing general partner
STATE OF ILLINOIS
COUNTY OF COOK

I, ______________________, a Notary Public in and for said County and State, do hereby certify that ______________________, President of ______________________, an Illinois corporation, and ______________________, Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and personally acknowledged that as such ______________________, ______________________, Secretary, and ______________________, Secretary, they signed and delivered the said instrument as ______________________, President, and ______________________, Secretary, of said corporation, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ______________________ day of ______________________, 1992.

________________________
Notary Public

My commission expires:

________________________
Oct. 3, 1990

[Seal]
STATE OF ILLINOIS
COUNTY OF COOK

I, ______________________, a Notary Public in and for said County and State, do hereby certify that ______________________ is personally known to me to be the President of the Inc., an Illinois corporation, and ______________________ personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such ______________________ President and ______________________ Secretary they signed and delivered the said instrument as President and Secretary of said corporation, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 34th day of March, 1986.

[Signature]
Notary Public

My commission expires:

[Signature]
Oct. 3, 1990

[Seal]

"OFFICIAL SEAL"
MAUREEN J. CONNORS
Notary Public, State of Illinois
Cook County

66122453
I, [Name], a Notary Public in and for said County and State, do hereby certify that [Name] and [Name], personally known to me to be the Chairman of RESEARCH PARK, INC., an Illinois corporation, and [Name] personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman and Secretary they signed and delivered the said instrument as Chairman and Secretary of said corporation, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 24th day of March, 1988.

[Notary Public]

STATE OF ILLINOIS

COUNTY OF COOK

I, DIANE NOEL, a Notary Public in and for said County and State, do hereby certify that CHARLES H. SHAW, personally known to me to be the managing general partner of CHARLES H. SHAW/ Evanston Associates, a general partnership, organized and existing under the laws of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to authority, as his free and voluntary act and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 24th day of MARCH, 1984.

[SEAL]

Notary Public

My commission expires:

[SEAL]
EXHIBIT A

City Property

Parcel C-1:

PARCEL 1:

THAT PART OF BLOCK 1 IN CIRCUIT COURT PARTITION OF LOT 22 IN COOK COUNTY DIVISION OF UNSUBDIVIDED LANDS IN NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT INTERSECTION OF WEST LINE OF MAPLE AVENUE WITH NORTHEASTERLY LINE OF EAST RAILROAD AVENUE; RUNNING THENCE NORTH ON WEST LINE OF MAPLE AVENUE 283.65 FEET; THENCE WEST ON A LINE PARALLEL WITH NORTH LINE OF BLOCK 3, 183.43 FEET TO EAST LINE OF EAST RAILROAD AVENUE; THENCE SOUTHEASTERLY ALONG NORTH EASTERLY LINE OF SAID EAST RAILROAD AVENUE 337.61 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EASTERLY 1/2 OF THAT PORTION OF EAST RAILROAD AVENUE L I V I N G WEST AND ADJOINING PARCEL 1 AFOREMENTIONED AS VACATED BY ORDINANCE RECORDED JANUARY 30, 1970 AS DOCUMENT 24304331, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-124-005-0000
(Northwest corner parcel of Church and Maple)

Parcel C-2:

THAT PART OF BLOCK 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN COUNTY CLARK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF EAST RAILROAD AVENUE WITH THE SOUTH LINE OF CLARK STREET; RUNNING THENCE EAST ON THE SOUTH LINE OF CLARK STREET 296.65 FEET TO THE SOUTH WEST CORNER OF CLARK STREET AND MAPLE AVENUE; THENCE SOUTH ON THE WEST LINE OF MAPLE AVENUE 175 FEET; THENCE WEST ON A LINE PARALLEL TO THE SOUTH LINE OF CLARK STREET 183.43 FEET TO THE EAST LINE OF EAST RAILROAD AVENUE; THENCE NORTHEASTERLY ON THE EAST LINE OF EAST RAILROAD AVENUE 208.40 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 11-15-124-006-0000
(Southwest corner parcel of Maple and Clark)
Parcel C-4: LOT 21 (EXCEPT THE EAST 10 FEET) IN BLOCK 1 IN THE CIRCUIT COURT PARTITION OF LOT 22 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-117-001-0000
(Block bounded by Maple, University, Railroad and Clark)

Parcel C-5: LOT 16 (EXCEPT THE EAST 5 FEET) IN BLOCK 1 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22, IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOTS 13 AND 14, IF ANY, WHICH FALLS IN LOTS 1 AND 3 IN OWNER'S SUBDIVISION OF LOT 21 IN COUNTY CLERK'S SUBDIVISION AFORESAID), IN COOK COUNTY, ILLINOIS.

PIN: 11-18-112-026-0000
(1019 University Place)

Parcel C-6:

PARCEL 1: THE SOUTH 11-1/2 FEET OF LOT 3 MEASURED ALONG THE EAST LINE THEREOF IN OWNER'S SUBDIVISION OF LOT 21 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 13, 14 AND 15 IN BLOCK 1 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOTS 13 AND 14, IF ANY, WHICH FALLS IN LOTS 1 AND 3 IN OWNER'S SUBDIVISION OF LOT 21 IN COUNTY CLERK'S SUBDIVISION.
AFORESAID, OF UNSUBDIVIDED LANDS IN THE NORTH 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-112-005-0000
11-18-112-019-0000
(1839-1851 E. Railroad ...)

Parcel C-7: LOTS 4 AND 5 IN BLOCK 1 IN CIRCUIT COURT PARTITION OF LOT 12 IN THE COUNTY CLERK'S DIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-112-015-0000
(1014 Emerson St.)

Parcel C-8: LOT 2 IN BLOCK 1 IN CIRCUIT COURT PARTITION OF THAT PART OF LOT 22 IN COUNTY CLERK'S SUBDIVISION, BEING A SUBDIVISION OF LANDS IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-112-017-0000
(1006 Emerson St.)

Parcel C-9: THE EAST 10 FEET OF LOT 21 AND THE WEST 15 FEET OF LOT 22 IN BLOCK 1 IN THE CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22, BEING THAT TRIANGLE PIECE OF LAND BOUNDED ON THE NORTH BY EMERSON STREET, ON THE SOUTH WEST BY EAST RAILROAD AVENUE, AND ON THE EAST BY MAPLE AVENUE, (EXCEPT ONE ACRE IN THE WEST ANGLE THEREOF) IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTH WEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-112-027-0000
(1013 University Pl.)

Parcel C-10: LOT 22 (EXCEPT THE WEST 15 FEET THEREOF) IN BLOCK 1 IN THE CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22, BEING THAT TRIANGLE PIECE OF LAND BOUNDED ON THE NORTH BY EMERSON STREET, ON THE SOUTH WEST BY EAST RAILROAD AVENUE, AND ON THE EAST BY MAPLE AVENUE, (EXCEPT ONE ACRE IN THE WEST ANGLE THEREOF) IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTH WEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
Parcel C-11:
LOT 1 IN BLOCK 1 IN THE CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22, BEING THAT TRIANGLE PIECE OF LAND BOUNDED ON THE NORTH BY EMERSON STREET; ON THE SOUTH BY EAST RAILROAD AVENUE; AND ON THE EAST BY MAPLE AVENUE, (EXCEPT ONE ACRE IN THE WEST ANGLE THEREOF) IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-112-018-0000
(1000 Emerson St.)

Parcel C-12:
LOT 3 IN BLOCK 1 IN THE CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22, BEING THAT TRIANGLE PIECE OF LAND BOUNDED ON THE NORTH BY EMERSON STREET; ON THE SOUTH WEST BY EAST RAILROAD AVENUE; AND ON THE EAST BY MAPLE AVENUE, (EXCEPT ONE ACRE IN THE WEST ANGLE THEREOF) IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-112-016-0000
(1000-1010 Emerson St.)

Parcel C-13:
THE EAST ONE-HALF OF LOT 10 IN BLOCK 1 IN THE CIRCUIT COURT PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-112-010-0000
(1104 Emerson St.)

Parcel C-14:
THE WEST ONE-HALF OF LOT 10 IN BLOCK 1 IN THE CIRCUIT COURT PARTITION OF LOT 22 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-112-009-0000
(1108 Emerson St.)

Parcel C-15:
THE WEST 5 FEET OF THAT PART OF LOT 1 Lying North of the North 16 Feet of the South 27 Feet Taken For...
EXHIBIT 2

University Property

Parcel N-1: LOTS 1 TO 10, BOTH INCLUSIVE, TOGETHER WITH THE VACATED ALLEY LYING BETWEEN AND ADJOINING SAID LOTS, EXCEPTING THEREFROM THE EAST 100 FEET OF SAID LOTS 1 TO 6 AND EXCEPTING THEREFROM THE WEST 33 FEET OF SAID LOTS 8 AND 9; ALL IN BLOCK 18 IN THE VILLAGE OF EVANSTON, IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-125-010-8001
PIN: 11-18-125-010-8002
PIN: 11-18-125-010-8003
(Southeast parcel bounded by Clark, Benson, Church and Maple)

Parcel N-2: LOT 1 IN NORTHEASTERN UNIVERSITY’S CONSOLIDATION OF LOTS BEING A RESUBDIVISION IN BLOCK 7 IN THE VILLAGE OF EVANSTON, IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS SHOWN ON PLAT RECORDED AUGUST 20, 1965 AS DOCUMENT NUMBER 85153810.

FORMERLY KNOWN AS: LOTS 1 TO 3 AND LOTS 8 AND 9, TOGETHER WITH THE VACATED ALLEY LYING BETWEEN SAID LOTS, EXCEPTING THEREFROM THE WEST 33 FEET OF SAID LOT 8 AND EXCEPTING THEREFROM THE EAST 100 FEET OF SAID LOTS 1 TO 3, AND EXCEPTING THEREFROM THAT PART OF LOTS 3, 8 AND 9 LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHWEST CORNER OF LOT 8; THENCE SOUTHWARDLY TO A POINT 16 FEET NORTH OF THE SOUTH LINE OF SAID LOT 8; THENCE EASTWARDLY AT RIGHT ANGLES FROM THE WEST LINE OF SAID LOT 8 TO THE EAST LINE OF SAID LOT 3; ALL IN BLOCK 7 IN THE VILLAGE OF EVANSTON, IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-118-004-0006
(Southeast corner parcel at University and Maple)

Parcel N-3: LOT 3 (EXCEPT THE EAST 34 FEET THEREOF), LOT 9, LOT 10 AND 11 (EXCEPT THE WEST 33 FEET THEREOF TAKEN FOR PUBLIC STREET), EXCEPTING THEREFROM THAT PART
BIRL Parcel: LOT 2 IN NORTHWESTERN UNIVERSITY'S CONSOLIDATION OF LOTS BEING A RESUBDIVISION IN BLOCK 7 IN THE VILLAGE OF EVANSTON, IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS SHOWN ON PLAT RECORDED AUGUST 20, 1985 AS DOCUMENT NUMBER 85153810.

PIN: 11-18-118-004
(Northeast corner parcel at Clark and Maple)
EXHIBIT C

PARCEL R-1: THE EAST 5 FEET OF LOT 16 AND ALL OF LOT 27 IN BLOCK 1 IN THE CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 BEING THAT TRIANGLE PIECE OF LAND BOUNDED ON THE NORTH BY EMERSON STREET, ON THE SOUTH WEST BY EAST RAILROAD AVENUE, AND ON THE EAST BY MAPLE AVENUE (EXCEPT ONE ACRE ON THE WEST ANGLE THEREOF) IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 11-18-112-021-0000
(1033-35 University Pl.)

PARCEL R-2: LOT 18 IN BLOCK 1 IN THE CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 BEING THAT TRIANGLE PIECE OF LAND BOUNDED ON THE NORTH BY EMERSON STREET, ON THE SOUTH WEST BY EAST RAILROAD AVENUE, AND ON THE EAST BY MAPLE AVENUE (EXCEPT ONE ACRE ON THE WEST ANGLE THEREOF) IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 11-18-112-022-0000
(1029 University Pl.)

PARCEL R-3: THE WEST 30 FEET OF LOT 19 IN BLOCK 1 IN THE CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 BEING THAT TRIANGLE PIECE OF LAND BOUNDED ON THE NORTH BY EMERSON STREET, ON THE SOUTH WEST BY EAST RAILROAD AVENUE, AND ON THE EAST BY MAPLE AVENUE (EXCEPT ONE ACRE ON THE WEST ANGLE THEREOF) IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 11-18-112-023-0000
(1025 University Pl.)

PARCEL R-4: LOT 19 (EXCEPT THE WEST 30 FEET THEREOF) IN BLOCK 1 IN THE CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 BEING THAT TRIANGLE PIECE OF LAND BOUNDED ON THE NORTH BY EMERSON STREET, ON THE SOUTH WEST BY
Parcel R-5:
LOT 20 IN BLOCK 1 IN THE CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 BEING THAT TRIANGLE PIECE OF LAND BOUNDED ON THE NORTH BY EMERSON STREET, ON THE SOUTH WEST BY EAST RAILROAD AVENUE, AND ON THE EAST BY MAPLE AVENUE (EXCEPT ONE ACRE ON THE WEST ANGLE THEREOF) IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 11-18-112-024-0000
(1023 University Pl.)

Parcel R-6:
LOT 9 IN BLOCK 1 IN THE CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 BEING THAT TRIANGLE PIECE OF LAND BOUNDED ON THE NORTH BY EMERSON STREET, ON THE SOUTH WEST BY EAST RAILROAD AVENUE, AND ON THE EAST BY MAPLE AVENUE (EXCEPT ONE ACRE ON THE WEST ANGLE THEREOF) IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 11-18-112-025-0000
(1021 University Pl.)

Parcel R-7:
THE WEST 1/2 OF LOT 8 IN BLOCK 1 IN THE CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 BEING THAT TRIANGLE PIECE OF LAND BOUNDED ON THE NORTH BY EMERSON STREET, ON THE SOUTH WEST BY EAST RAILROAD AVENUE, AND ON THE EAST BY MAPLE AVENUE (EXCEPT ONE ACRE ON THE WEST ANGLE THEREOF) IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 11-18-112-011-0000
(1102 Emerson St.)
Parcel R-13: THE EAST ONE-HALF OF LOT 8 IN BLOCK 1 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN COUNTY CLERK'S DIVISION OF THE NORTH WEST 1/4 OP SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-112-013-0000
(1028 Emerson St.)

Parcel R-16: PARCEL 1: LOTS 11 AND 12 IN BLOCK 1 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 1 (EXCEPT THE WEST 5 FEET LYING NORTH OF THE ALLEY CREATED BY CASE NO. 547770 IN COUNTY COURT), IN OWNER'S SUBDIVISION OF LOT 21 IN COUNTY CLERK'S DIVISION OF LANDS IN THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-112-048-0000
PIN: 11-18-112-031-0000
(1112 Emerson St.)

Parcel R-17: THE EAST 35 FEET OF THE NORTH 95 FEET OF LOT 2 IN OWNER'S SUBDIVISION OF LOT 21 IN COUNTY CLERK'S DIVISION IN THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP THEREOF RECORDED APRIL 23, 1990 IN BOOK 76 OF PLATS, PAGE 34, AS DOCUMENT NUMBER 2951406, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-112-006-0000
(1120 Emerson St.)
THE WEST 15 FEET OF THE EAST HALF OF THE EAST HALF OF A
OWNERS SUBDIVISION OF LOT 21 IN THE COUNTY CLERK'S
DIVISION OF UNSUBDIVIDED LANDS IN THE NORTH WEST
1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST
OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. [SAID PARCEL OF LAND IS MORE
PARTICULARLY DESCRIBED AS: A CORNER LOT BOUNDED ON
THE NORTH BY EMERSON STREET AND THE WEST SIDE
BY EAST RAILROAD AVENUE; THENCE EAST FROM EAST
EIGHT FEET ALONG EMERSON STREET FOR 45 FEET;
THENCE SOUTH FROM EMERSON STREET FOR 95 FEET (ALONG
THE LAND OF SYLVESTER PHILLIPS); THENCE WEST FOR 45
FEET (ALONG THE LAND OF ANNA MAE JENNINGS).]

PIN: 11-18-112-033-0000
(1122 Emerson St.)

Parcel R-20: THAT PART OF LOT 3 IN OWNERS SUBDIVISION OF LOT 21
IN COUNTY CLERK'S DIVISION IN THE NORTH WEST 1/4 OF
SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 24 FEET NORTH OF THE SOUTH
EAST CORNER OF LOT 3; THENCE WEST ON A LINE
PARALLEL WITH THE NORTHERN LINE OF SAID LOT 3 TO
RAILROAD AVENUE; THENCE NORTHWESTERLY 45 FEET;
THENCE EAST ON A LINE PARALLEL WITH SAID NORTH LINE
OF LOT 3 TO THE EAST LINE OF SAID LOT 3; THENCE
SOUTH TO THE POINT OF BEGINNING (EXCEPT THE NORTH
31.5 FEET OF THE SOUTH 27.5 FEET (MEASURED ON THE
EAST LINE) OF SAID LOT 3 IN OWNERS RESUBDIVISION AS
CONVEYED BY QUIT CLAIM DEED FROM GEORGETTE PRIESTLY
AND JOHN E. PRIESTLY, HER HUSBAND, TO THE CITY OF
Evanston DATED MAY 3, 1928, AND RECORDED MAY 7,
1928 AS DOCUMENT NUMBER 10014645), IN COOK COUNTY,
ILINOIS.

PIN: 11-18-112-003-0000
(1853 E. Railroad Ave.)

Parcel R-21: LOTS 7, 8, 9, 10, 11 AND 12 IN DEMPSTER'S
SUBDIVISION OF BLOCK 66 IN VILLAGE (NOW CITY) OF
Evanston IN THE SOUTH WEST 1/4 OF SECTION 18,
TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 11-18-303-008-0000
(910-926 Church St.)

Parcel R-22: LOTS 5 AND 6 IN DEMPSTER'S SUBDIVISION OF BLOCK 66
IN THE VILLAGE (NOW CITY) OF EVANSTON IN THE SOUTH
WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 11-18-303-004-0000
(906-908 Church St.)

Parcel R-23:

Parcel 1: That part of Dempster's Subdivision of Block 66 in Evanston, Cook County, Illinois, according to the recorded Plat thereof, bounded and described as follows: Start at the north east corner of Lot 1 in said Block 66; thence west along the north line of Lots 1, 2, and 3 in said Block 66, a distance of 64.36 feet to the point of beginning of the land to be described; thence continue west along the north line of Lots 3 and 4, 35.64 feet to the north west corner of said Lot 4; thence south along the west line of said Lot 4, 99.74 feet to the north west corner thereof; thence west along the north lines of Lots 16, 15, 14 and 13, 161.26 feet to the easterly boundary line of the right of way of the Chicago and Northwestern Railway Company; thence southerly along the easterly line of said right of way, which easterly line is also the westerly line of Dempster's Subdivision of said Block 66, 398.75 feet to the south west corner of Lot 27 in said Block; thence east along the south line of said Lot 27, 6.78 feet; thence northerly on a straight line (hereinafter referred to as Line "A"-"B"), 51.3 feet, more or less to a point which is 66.12 feet west and 51 feet north of the south east corner of Lot 29 in said Dempster's Subdivision of said Block 66, thence northerly on a straight line 373.84 feet; more or less to a point which is 69 feet west and 24 feet south of the north east corner of Lot 1 of said Dempster's Subdivision of Block 66, thence northeasterly on a straight line 24.44 feet more or less to the place of beginning.

Parcel 2: All that part of Lot 27 in Dempster's Subdivision of said Block 66 lying easterly of a line running from a point in the south boundary line of Lot 27, 6.78 feet east of the south west corner of said Lot 27 and running northerly 51.3 feet more or less to a point which is 66.22 feet west and 51 feet north of the south east corner of Lot 29 in said Dempster's Subdivision of said Block 66 (hereinafter referred to as Line "A"-"B") and westerly of a straight line which inters
City Consolidation No. 1 of:

Lots 1, 2, 3, 4 and 5 in Circuit Court Subdivision of
Partition of Lot 22, being that triangular piece of land
bounded... the North by Emerson Street, on the
Southwesterly by East Railroad Avenue, and on the East by
Maple Avenue (except 1 acre in the Northwest corner
thereof) in County Clerk's Division, in the West half of
the Northwest quarter of Section 18, Township 41 North,
Range 14, East of the Third Principal Meridian, Cook
County, Illinois.
February 5, 1986

TO: Mayor Barr and Aldermen

FROM: Joel M. Asprooth

SUBJECT: Statement of understanding with respect to the Evanston/University Research Park

Attached is a copy of the executed Statement of Understanding, which was executed on February 5, 1986

City Manager

JMA:ct
cc: City Clerk
LOT 2 IN NORTHWESTERN UNIVERSITY'S CONSOLIDATION OF LOTS, BEING A RESUBDIVISION IN BLOCK 16 IN THE VILLAGE OF EVANSTON, SECTION 18, TOWNSHIP 41 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS SHOWN ON PLAT RECORDED AUGUST 20, 1985 AS DOCUMENT NUMBER 85133810.

PIN: 11-18-118-004
(Northeast corner parcel at Clark and Maple)
A. Purpose

The purpose of the Northwestern University Evanston Research Park Development Guidelines is to establish criteria that communicate the standard of development and level of quality desired throughout the research park. The master plan and design theme are translated into more specific criteria for the location of buildings, landscaping, architectural massing of buildings, architectural design and signage—all designed to encourage an attractive, high-quality research park.

Research Park, Inc. (RPI) through its Design Review Committee will work with architects and developers to assure conformance with the Master Plan and Development Guidelines.

B. Building Design Standards

1. Architectural Design Criteria

The overwhelming factor in determining the visual character of the park, beyond site design, is the architecture of the buildings on the site. Control of the architectural design for the park is based on the design criteria established in this document. The criteria provides guidelines for material selection and facade design that are specific enough to assure that the park's visual character will be developed within the defined goals and provide...
Building design should reflect the character of the past, while using building designs and materials need to be sympathetic to the general character of Evanston buildings, yet have an image that is identifiable with the park and projects an advanced-technology character.

2. Building Materials

Exterior walls should be predominantly face brick, preferably in jumbo sizes. Bricks' colors should be in the red to reddish/brown and other comparable earth tone ranges. Glazed bricks and beige or white bricks are to be avoided. Accents of stone or precast concrete are acceptable.

Glass should be clear or tinted. Reflective glass in building facades is discouraged.

Extensive use of metal panels, glass curtain walls, precast concrete, stucco and wood-wall panels is discouraged.

Roofing should be finished with red, beige or tan-colored gravel ballast or, preferably, paver units. A roof, finished with bare water proofing materials or shingles, is not permitted.

Metal trim should be colored (painted or anodized) to match or complement the brick color.

Exhibit F - Page 2
Special design consideration should be given to facades at building entries (Parcels 4, 11, 12, 16 and 18) and at the central plaza (Parcels 9, 10, 14 and 15). While facades at these locations should project the appropriate image of the park, all other corners within the site should be simple in design and not compete visually with the plaza or entries.

A common ground-floor datum line will be established at 15 feet above grade throughout the site to establish a common, unifying base for the park. The line may take the form of a change in materials or textures or may be a physical cornice or reveal in the building facade.

4. Miscellaneous

Roofs, except for special areas, will be generally flat.

Service areas, loading docks and trash storage should be screened from public view.

Mechanical units on the roof and mechanical penthouses, if not eliminated, must be designed to be harmonious with the overall building design concept.

Building design shall exemplify and demonstrate advanced energy conservation techniques.

Exhibit F - Page 3
Building massing is primarily controlled by the development-density ranges, described in Chart A, Page 39. Additionally, special consideration must be given to the configuration of buildings in the plaza and entry areas, along Maple Avenue and particularly at the ground level.

The height of building frontages on Maple Avenue are limited, except at the central plaza, to three stories (45 feet). Additional stories to achieve the desired building densities are allowed at a minimum of 50 feet behind the back lines. At the central plaza, six to ten stories at the building frontage is permitted, and four stories are permitted and encouraged at the Emerson Street and Church Street entries to develop spatial importance. (See Figure 13)

Typically, the ground-floor footprints of buildings are encouraged to expand to parcel lot lines through the use of adjacent building walls. The use of a ground-floor adjacent wall provides the opportunity to reserve land area for use as "pocket parks," thus, allowing small open spaces for outdoor seating and visual relief.
As shown on Figure 11, building setbacks to property lines along right-of-
ways, entry locations and service access points are established to implement
the concepts of the master plan.

The limits stated are the minimum setbacks required for the streetscape
design. Greater setbacks are possible, but excessive setbacks beyond 15 feet
are to be avoided to maintain the scale and proportion of the street design.
The following are building-setback minimums:

--- Emerson Street
right-of-way 73 feet: setback 3 feet on the south side of the street

--- Church Street
right-of-way 80 feet: setback 3 feet on both sides of the street

--- Maple Avenue
right-of-way 80 feet: setback 3 feet on both sides of the street
(Parcels 4, 6, 8, 11, 12, 13, 16)

--- Maple Avenue
right-of-way 80 feet: setback 13 feet at the central plaza
(Parcels 9, 10, 14, 15)

--- All other streets: No setback is required

Exhibit F - Page 5
There are setback lines that are established to allow views into the central plaza. A setback line is defined by an arc with a 100-foot radius. This radius establishes minimum setbacks. Maximum setbacks must be within 15 feet of the arc. These setback zones will allow a variety of building forms -- circular, diagonal or stepped plans.

3. Building Entries

Building-entry locations are established to allow the coordination of streetscape development as shown on Figure 15 and are summarized below:

--- Parcels 1, 2, 3, 5 entry on Oak Avenue

--- Parcels 4, 11, 12, 16 entry at the Park entrance corners on the diagonal of the plazas

--- Parcels 6, 8, 13 entry on Maple Avenue

--- Parcels 9, 10, 14, 15 entry at the diagonal corners of the central plaza

--- Parcel 18 entry at the Park entrance diagonal corner on Church Street Service access

- Exhibit F - Page 6
Service areas for loading/unloading, utility equipment, waste collection and external storage are located to minimize the impact of these areas on the public areas, and are summarized below:

-- Parcels 1, 2, 9, 10, 12, 13, 14, 15, 16 are serviced along the service loop.

-- Parcels 3, 4, 5, 6 should be serviced internally within the overall block and accessed from Oak Avenue and Maple Avenue.

-- Parcel 11 service entry is located at the rear (west) side of the parcel at the service loop.

-- Parcel 18 service entry is located on the west side, adjacent to the C&NW Railroad and accessed from Church Street.

-- Parcel 8 is serviced from University Place.

D. Street Design/Construction

The following standards have been developed to establish the esthetics of the street right-of-way and to control the orderly and consistent development of the park. (See Figures 15 and 16)
3. and 13' building setbacks with landscaping
- 10' sidewalks with scored concrete
- 6' parkways with Linden shade trees and sod
  (double row of trees adjacent Parcels 6, 9, 10, 14, 15)
- 40' street paving (4 lanes)
- 8' boulevard median through center of street landscaped with flowering trees and sod

2. Clark Street (66 foot right-of-way)
- 4' planting strip to building line
- 8' sidewalks with scored concrete
- 6' parkways with Honey Locust trees and sod
- 30' street paving (3 lanes)

3. University Place (66 foot right-of-way)
- 7' planting strip to building line
- 8' sidewalks with scored concrete
- 6' parkways with Linden shade trees and sod
- 24' street pavement (2 lanes)
5. **Church Street (60 foot right-of-way)**
   - 3' building setback with evergreen shrubs
   - 7' planting strip to building line
   - 10' sidewalks with scored concrete
   - 36' street paving (3 lanes)

6. **Emerald (73 foot right-of-way)**
   (south side of center line only)
   - 3' building setback with evergreen shrubs
   - 10' sidewalks with scored concrete
   - 6' parkway with Linden shade trees
   - 48' street paving (4 lanes)

7. **Central Plaza, Entry Plaza and Transportation Center Plaza**
   - Special paving treatment (two colors)
   - Honey Locust with concentric tree grates

6. **Service Road (66 foot right-of-way, except along CTA embankment where the right of way shall be 35 feet)**
1. Landscape Materials

The landscape materials palette should establish plant materials, compatible with the area and approved by the developer and the City of Evanston. A landscape architect should be involved to design any specific planting layout. All design will be reviewed and approved by the developer and the city prior to construction.

Generally, Maple Avenue trees should be of a variety similar to "Little Leaf Lindens." The median strip on Maple Avenue should contain an ornamental tree such as a "Bradford Pear." Clark Street as well as the plaza should contain shade trees such as "Thornless Honey Locust." Planting areas adjacent to buildings should contain a mixture of low evergreens and low-deciduous shrubs. (Plant material is specified in the "Plant Palette" in the Appendix.)

2. Paving Materials

The paving materials for walkways and entries to buildings will follow the established standards. A precast concrete paver manufactured by Hastings Pavement Company has been selected for all public improvement areas such as the central plaza and the two entries. The pavers shall be constructed on a bituminous setting bed over a concrete base slab. The pavers are generally 8" x 8" and set in a radial pattern (Please see sketch in the Appendix). Use of this paving system is subject to the approval of the City of Evanston.
3. **Lighting Standards**

At the periphery of the park, on Emerson Street, the existing street lights will be maintained. In the remainder of the park, a series of lighting standards to enhance the park has been selected. The design will be particular to the park, but will use standard luminaires or bulbs which can be easily maintained and economically replaced by the city. The pole and fixture are dark anodized aluminum. (Please see sketch in the Appendix.) Use of the new lighting standards is subject to the approval of the City of Evanston.

4. **Tree Grates**

Tree grates are to be of cast iron, circular in shape and of two-piece construction. The grates are to be five-feet in diameter and are required only in the special paved areas designated on the drawings. (Please see sketch located in the Appendix.)

5. **Benches**

A dark-colored wire-mesh bench with a back section has been selected for the park standard. (Please see sketch located in the Appendix.)

6. **Vest-Pocket Parks**

Pocket parks may be established on the premises using the plant-material palette, the standard pre-cast pavers, the standard tree grates, standard fencing, standard wire-mesh benches and standard wire-mesh trash receptacles.
F. Signage and Graphics

Signage for the research park is designed to: reinforce the park's graphic identity and sense of a cohesive environment; organize and coordinate its buildings, streets, and public areas; and facilitate vehicular and pedestrian movement into and within the site. (See Figures 17 and 18)

The program is organized in four categories -- identification, directional, regulatory, and temporary -- all of which will coordinate in size, color, layout and materials.

Details of design and construction will be included in a companion document, which will be subject to the mutual agreement of the City of Evanston, Northwestern University, RPI and Charles H. Shaw/Evanston Associates and which will be deemed a part of this Master Plan and incorporated herein by this reference effective as of the date of such mutual agreement. The following is a brief outline of sign types, functions and general locations:

1. Identification Signs

a. Primary Site Identification Sign

Purpose: To announce the project to the community and to identify the primary park entries.

Location: The entries at Maple and Emerson, at Maple and Church and at the new viaduct entry at Clark and Benson

Exhibit F - Page 12
e. Park Directory

Purpose: To identify and locate tenants/companies

Location: Central plaza

d. Building-Identification Sign

Purpose: To identify the name of individual building

Location: Between sidewalk and building line at building entry locations

e. Parking-Area Identity Sign

Purpose: To identify parking areas to visitors and park personnel within the development

Location: Near entry drive of the parking area

Exhibit F - Page 13
a. Vehicle Directionals
   Purpose: To direct traffic within the site to specific areas such as receiving, parking, etc.
   Location: At points along the road to allow for decision-making and reaction time

b. Pedestrian Directionals
   Purpose: To direct pedestrians to key elements within the park
   Location: At various decision-making points near sidewalk

c. Parking Directionals
   Purpose: To direct to parking areas within the facilities
   Location: At various decision-making points along the road

3. Regulatory Signs: Vehicle control Signs
   Purpose: To control and regulate the traffic within the site
   Location: At various locations along the road

4. Temporary Signs
b. Building Leasing Signs

Purpose: To show space availability within buildings
Location: On building property, parallel to the road

e. Construction Signs

Purpose: To identify the developer, lenders, contractor, architect, and tenants on the site
Location: On the site, parallel to the road
G. Parcel Uses

1. Land Use

Research is the predominant land use in the park, and land designated for research occupies the central core of the site. The addition of mixed use parcels for mixed-use development, the transportation center and those areas designated for related ancillary retail uses, combine to form a complete unit for research enterprises seeking a high-quality, self-supporting working environment. (See Figure 8)

Research use -- laboratories, research offices and support space -- is prescribed for all development parcels within the site except those identified for parking. Laboratories will provide support for a wide range of research needs from wet chemistry laboratories providing equipment for basic research to electronically sophisticated laboratories for advanced analytical capabilities.

The mixed-use parcels are shown on the plan at the northwest corner and at the extreme southern end of the site. The northwest area is designated for research-support uses, convenience...
the proposed parking structure on Church Street to reinforce the facade and to create a people-oriented space adjacent to the commercial street.

Other incidental uses within the park include the parking structures, a transportation center, and an electrical sub-station east of parcel number 15 south of Clark Street.

3. Development Density/Building Program

Within the park's 24 acres, the plan projects a planned development density of 2,144,727 gross building square feet. This
The park is comprised primarily of research usage which accounts for 81% of the park buildings and mixed-uses which comprise 19% of the park. The master plan provides for a flexible range of building densities which allow a variation of approximately 20 percent above or below planned development projections for each parcel as indicated in Chart A (see Appendix). The planned development's maximum gross-building areas are summarized below:

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Density</th>
</tr>
</thead>
<tbody>
<tr>
<td>Research/Office</td>
<td>1,516,805 square feet</td>
</tr>
<tr>
<td>Hotel/Retail/Residential/Community/Commercial</td>
<td>198,720 square feet</td>
</tr>
<tr>
<td>Parking</td>
<td>806,450 square feet</td>
</tr>
<tr>
<td>Total</td>
<td>2,521,985 square feet</td>
</tr>
</tbody>
</table>

Elimination of any of the aforesaid uses in their entirety shall require the consent of the city council of the City of Evanston and Northwestern University.

The development potential for each parcel is based on a planning concept that emphasizes the central focus of the park. At the
center of the parcel, develop a consistent grid
intensity of the usage in the central core and contract the
buildings to give form to the central space. The intensity of the
usage and height of the buildings diminishes as the distance from
the center increases. The lowest level of development extends
beyond the northern edge of the site, where lower buildings will relate
more appropriately to the adjacent residential neighborhood.

3. Parcell Definition

The parcel area, the range of acceptable development in gross-
building area for each parcel and the floor-area-ratios of the
planned density are shown on Chart A (floor-area ratio being the
ratio of the gross building area to the site area).
Streetcage design in this master plan includes the layout of sidewalks and plazas and the design of paving, landscaping treatments, site-amenities and special areas. Based on the design theme and the development guidelines, the streetscape will create a distinctive visual experience and a special working and thinking environment, intended to encourage creativity, problem-solving and interaction between researchers, companies and university faculty. The streetscape design will add an aesthetic quality to both the research park and to the community.

2. **Plazas**

The main focus of the park is the central plaza, located at the intersection of Maple Avenue and Clark Street. The design theme of the plaza is a circle which represents no beginning, no end, but a continuous positive movement. Rings and spokes that reinforce the circle pattern are a light-colored precast paver with the background or field in a darker contrasting-colored paver. This pattern establishes a basic color palette for the park.

Located midway between the two pairs of rings in the plaza paving and midway between the radial patterns, Honey Locust trees add a third dimension to the design theme. These trees will be planted in paved areas and will be protected by cast-iron tree grates. Ornamental up-lighting under the tree grates will dramatize the design theme at night. This space will relate well to the passerby, whether on foot or in an automobile. (See Figure 9)
3. Street Development

The street right-of-way designs are detailed to soften the built environment in a manner sympathetic to both Evanston, the university and the research park. (See Figures 15 and 16) Sidewalks are generous in width and include an imprinted design. Shade trees are planted in sodded parkways with a one-foot-wide carriage walk at the street curb. Maple Avenue will be developed with an eight-foot-wide planted median strip in the center of the street. This wide 80-foot right-of-way accommodates a boulevard design, featuring four driving lanes and the central median, planted with ornamental trees. The areas between sidewalk and building will also be planted to further soften the visual impact of building masses and to more effectively relate to the human scale.
4. Railroad Embankments

Both the east and west sides of the research park contain railroad embankments of both the CTA and CS&NW Railroad which are to remain in this improved plan. However, at the CS&NW Railroad embankment along the western edge of the park (see Figure 11), new retaining walls are planned with landscaping on the east side, adjacent to the service route. On the east side of the CTA embankment, which runs along the easterly edge, and, along Benson Avenue (see Figure 12), improvements will include new ground-cover planting, trees, reconfigured surface parking and a new fence. The retaining wall, parking layout, sidewalk treatment and entry signage will allow the new Clark Street viaduct to act as an important entry to the park.
| Research/Commercial/Community/Residential | 31,920 sf | 21,600 sf | 27,000 sf | 32,400 sf | 2.85 |
| Research/Commercial | 39,780 sf | 72,000 sf | 90,000 sf | 100,000 sf | 2.26 |
| Research/Office | 34,972 sf | 40,320 sf | 50,400 sf | 60,480 sf | 1.46 |
| Research/Office | 33,105 sf | 32,000 sf | 40,000 sf | 51,125 sf | 1.21 |
| Research/Office | 36,040 sf | 40,320 sf | 50,400 sf | 60,480 sf | 1.40 |
| Research/Office | 34,850 sf | 40,320 sf | 50,400 sf | 60,480 sf | 1.45 |
| North Deck Parking (Spaces) | 61,348 sf | 421,230 sf | 503,680 sf | 592,609 sf | 8.21 |
| Research/Office | 33,908 sf | 77,760 sf | 97,200 sf | 116,640 sf | 2.87 |
| Research/Office | 56,322 sf | 165,760 sf | 192,800 sf | 227,760 sf | 3.42 |
| (Wintergarden/Special Entrance) | 3,960 sf | 3,960 sf | 3,960 sf | 3,960 sf | 
| Research/Office | 51,129 sf | 146,294 sf | 171,167 sf | 203,960 sf | 3.35 |
| (Wintergarden/Special Entrance) | 3,960 sf | 3,960 sf | 3,960 sf | 3,960 sf | 
| Research/Office | 19,530 sf | 40,320 sf | 50,400 sf | 60,480 sf | 2.58 |
| Research/Office | 38,732 sf | 54,720 sf | 68,400 sf | 82,080 sf | 1.77 |
| Research/Office | 36,288 sf | 72,000 sf | 90,000 sf | 108,000 sf | 2.48 |
| Basic Industry Research Laboratory | 41,580 sf | 130,000 sf | 130,000 sf | 130,000 sf | 3.13 |
| Research/Office | 28,020 sf | 122,280 sf | 145,200 sf | 168,120 sf | 5.18 |
| Research/Office | 22,950 sf | 47,520 sf | 55,400 sf | 71,280 sf | 2.59 |
| South Deck Parking (Spaces) | 27,000 sf | 152,007 sf | 181,760 sf | 213,851 sf | 7.00 |
| Research/Hotel/Office/Residential | 35,620 sf | 110,800 sf | 138,600 sf | 166,320 sf | 3.14 |
| Total | 662,695 sf | 1,795,171 sf | 2,144,727 sf | 2,521,985 sf | 

/* In the event that the electrical sub-station is relocated outside the park, the unnumbered parcel located contiguous to, and on the same block as, parcel 15 will become part of parcel 16, which will continue to have the same land use designation as F.A.R. but the maximum density shall increase in proportion to the land area added. */

**/ The unnumbered parcel located south of Parcel 18 will be the Transportation Center and will be developed only by or with the consent of the City of Evanston.
Northwestern University Evanston Research Park

C & NW R.R. Embankment

Perkins, Will

Figure 311
<table>
<thead>
<tr>
<th>Section</th>
<th>Sign Type</th>
<th>Location</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>24 RECEIVING</td>
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<tr>
<td></td>
<td>34 BUILDING IDENTIFICATION</td>
<td></td>
</tr>
<tr>
<td></td>
<td>35 BUILDING IDENTIFICATION</td>
<td></td>
</tr>
<tr>
<td></td>
<td>36 RECEIVING</td>
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</tr>
<tr>
<td></td>
<td>37 STOP SIGN</td>
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</tr>
<tr>
<td></td>
<td>38 STOP SIGN</td>
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</tr>
<tr>
<td></td>
<td>39 SPECIAL TREATMENT IDENTIFICATION SIGN</td>
<td></td>
</tr>
<tr>
<td></td>
<td>40 STOP SIGN/PARKING DIRECTIONAL PRIMARY ENTRANCE SIGN</td>
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<tr>
<td></td>
<td>41 SPECIAL TREATMENT IDENTIFICATION SIGN</td>
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<td></td>
<td>42 STOP SIGN</td>
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</tr>
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<td></td>
<td>43 PRIMARY ENTRANCE SIGN</td>
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<td>44 RECEIVING</td>
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<td></td>
<td>46 RECEIVING</td>
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</tr>
<tr>
<td></td>
<td>47 STOP SIGN</td>
<td></td>
</tr>
<tr>
<td></td>
<td>48 RECEIVING</td>
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</tr>
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<td></td>
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<td>51 STOP SIGN</td>
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<td>53 PRIMARY ENTRANCE SIGN</td>
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<td>54 RECEIVING</td>
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</tr>
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<td></td>
<td>56 STOP SIGN</td>
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<td></td>
<td>57 PARKING IDENTIFICATION</td>
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<td>58 PRIMARY ENTRANCE IDENTIFICATION</td>
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<td>59 STOP LIGHT</td>
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<td>60 PRIMARY ENTRANCE IDENTIFICATION</td>
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<td>61 STOP LIGHT</td>
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</tr>
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<td>62 STREET LIGHT</td>
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<td>64 PARKING DIRECTIONAL</td>
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<td></td>
<td>65 TRANSPORTATION BUILDING IDENTIFICATION</td>
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<td></td>
<td>66 BUILDING ENTRANCE LOCATIONS</td>
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</table>
LANDSCAPE FORMS
431 LAKESIDE DRIVE
KALAMAZOO, MICHIGAN
49001
UNIT NO. 605-3

WIDTH AND PANELS OF 9/16" PLYWOOD 10' x 8' x 4" x 0.0625
(1/8") LIP PAINTED 2 1/8" O.C.
LOCATED IN 7/8" STEEL FRAME.
COLOR: BLACK.

TYPICAL ELEVATION
Ornamental Fence

Northwestern University Evanston Research Park
Perkins Will

Details:
- 12' 0" x 2' 0"
- 11/2" sq. tubing 14 ga
- 11/8" sq. tubing 16 ga
- 1/2" x 1/2" tubing 16 ga
- Black anodized finish
- Galvanized posts 15/8" x 2' 0"
- Space between posts 15/8" x 1/2" x 2' 0"
- Each post 12" dia.
- Wall anchor
- Steel grade anchor
- Rail grade anchor
- Fasteners 4" x 1/4" x 1" x 1/4" x 1/4"
LANDSCAPE PLANTS

CALLAMAZOO MILLS
KALAMAZOO, MI 49001

PLAN

STEEL MOUNTING POLE 5'-0" ADJ.

PLATE COVERED W/ 1/8" GROSS WIRE W/ 1/2" CEMENT
FORM & BAND 2" X 0.625" W/ 1/2" CEMENT WIRE 1/2" D.C.
SET IN 7/8" SDR 35 RINGS.
UNIT TO HAVE FRAMES SERVICED TOP & METAL INSERT.
COLOR: BLACK.

PLAZA PAVING

CONCRETE FOOTING

MARCH 24

Perkins Will

Western University Evanston Research Park

Trash Receptacle
<table>
<thead>
<tr>
<th>Color</th>
<th>Height/Width</th>
<th>Form/Grouping</th>
<th>Spacing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Green</td>
<td>Grown, 1' X 1'</td>
<td>Mass planting or borders</td>
<td>1 - 2 feet</td>
</tr>
<tr>
<td>Green</td>
<td>Grown, 1' X 1'</td>
<td>Accent or edging</td>
<td>2 - 3 feet</td>
</tr>
<tr>
<td>Purple</td>
<td>Grown, 1' X 1'</td>
<td>Accent or edging</td>
<td>2 - 3 feet</td>
</tr>
</tbody>
</table>

All material shall be billed and purchased from wholesale nurseries.
City Parcel
University Parcel
Existing Parcel
N and R Parcels collectively the Land Parcels

Land Parcels correspond to the identifications in the Development Agreement.

Land Parcels' boundaries are indicated by the thin solid lines.

Development Parcels correspond to the Master Plan and reflect the delineation of parcels as the Master Plan requires for development of the Land Parcels.

Development Parcels' boundaries are indicated by the thick broken lines.

November 11, 1987

Boundaries are subject to actual surveys.
<table>
<thead>
<tr>
<th>Land Parcel</th>
<th>Development Parcel</th>
<th>Permanent Index Number (Block &amp; Parcel)</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>C-1</td>
<td>11</td>
<td>124-003</td>
<td>N.W. corner Maple/Church St.</td>
</tr>
<tr>
<td>C-2</td>
<td>10</td>
<td>124-006</td>
<td>S.W. corner Maple/Clark St.</td>
</tr>
<tr>
<td>C-3</td>
<td>7,8,9</td>
<td>117-001</td>
<td>block bounded by Maple, University, Railroad Ave. &amp; Clark</td>
</tr>
<tr>
<td>C-4</td>
<td>Part of 3</td>
<td>112-026</td>
<td>1019 University Pl.</td>
</tr>
<tr>
<td>C-5</td>
<td>Partly Oak St.; Partly 2</td>
<td>112-020</td>
<td>1039 University Pl.</td>
</tr>
<tr>
<td>C-6</td>
<td>Part of 2</td>
<td>112-003; -019</td>
<td>1839-1851 E. Railroad Ave.</td>
</tr>
<tr>
<td>C-7</td>
<td>Partly 4; Partly 3</td>
<td>112-015</td>
<td>1014 Emerson</td>
</tr>
<tr>
<td>C-8</td>
<td>Part of 4</td>
<td>112-017</td>
<td>1006 Emerson</td>
</tr>
<tr>
<td>C-9</td>
<td>Part of 6</td>
<td>112-027</td>
<td>1013 University Pl.</td>
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<tr>
<td>C-10</td>
<td>Part of 6</td>
<td>112-028</td>
<td>1011 University Pl.</td>
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<tr>
<td>C-11</td>
<td>Part of 6</td>
<td>112-018</td>
<td>1000 Emerson</td>
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<tr>
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<td>Part of 4</td>
<td>112-016</td>
<td>1008-1010 Emerson</td>
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<tr>
<td>C-13</td>
<td>Part of new Oak St.</td>
<td>112-010</td>
<td>1104 Emerson</td>
</tr>
<tr>
<td>C-14</td>
<td>Mainly 1; partly Oak; Partly 2</td>
<td>112-009</td>
<td>1108 Emerson</td>
</tr>
<tr>
<td>C-15</td>
<td>Part of 1</td>
<td>112-030</td>
<td>1839 E. Railroad Ave.</td>
</tr>
<tr>
<td>N-1</td>
<td>15, 16, 17 and 15A (Transformer Substation)</td>
<td>123-010-8001; -002; -003</td>
<td>block bounded by Clark, CTA, Church &amp; Maple</td>
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<td>N-2</td>
<td>13</td>
<td>118-004</td>
<td>S.E. corner parcel University/Maple</td>
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<tr>
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<td>17</td>
<td>113-001; -003; 006</td>
<td>N.E. corner parcel Maple/University</td>
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<tr>
<td>Land</td>
<td>Development Parcel</td>
<td>Number (Block &amp; Par)</td>
<td>Description</td>
</tr>
<tr>
<td>------</td>
<td>--------------------</td>
<td>----------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>N-4</td>
<td>Part of 6</td>
<td>112-034</td>
<td>N.W. corner University/Maple</td>
</tr>
<tr>
<td>DIIRL</td>
<td>14</td>
<td>118-004</td>
<td>N.E. corner Clark/Maple</td>
</tr>
<tr>
<td>R-1</td>
<td>Mainly Oak St.; Partly 5</td>
<td>112-021</td>
<td>1033-35 University</td>
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<tr>
<td>R-2</td>
<td>Part of 5</td>
<td>112-022</td>
<td>1629 University</td>
</tr>
<tr>
<td>R-3</td>
<td>Part of 5</td>
<td>112-023</td>
<td>1025 University</td>
</tr>
<tr>
<td>R-4</td>
<td>Part of 5</td>
<td>112-024</td>
<td>1023 University</td>
</tr>
<tr>
<td>R-5</td>
<td>Part of 5</td>
<td>112-025</td>
<td>1021 University</td>
</tr>
<tr>
<td>R-6</td>
<td>Mainly Oak St.; Partly 3</td>
<td>112-011</td>
<td>1102 Emerson</td>
</tr>
<tr>
<td>R-7</td>
<td>Part of 3</td>
<td>112-012</td>
<td>1100 Emerson</td>
</tr>
<tr>
<td>R-12</td>
<td>Part of 3</td>
<td>112-014</td>
<td>1029 Emerson</td>
</tr>
<tr>
<td>R-13</td>
<td>Part of 3</td>
<td>112-013</td>
<td>1028 Emerson</td>
</tr>
<tr>
<td>R-16</td>
<td>Mainly 1; Partly 2</td>
<td>112-008-031</td>
<td>1112 Emerson</td>
</tr>
<tr>
<td>R-17</td>
<td>Part of 1</td>
<td>112-006</td>
<td>1120 Emerson</td>
</tr>
<tr>
<td>R-18</td>
<td>Part of 1</td>
<td>112-033</td>
<td>1122 Emerson</td>
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<td>R-20</td>
<td>Part of 2</td>
<td>112-003</td>
<td>1853 E. Railroad</td>
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<tr>
<td>R-21</td>
<td>Part of 18</td>
<td>303-008</td>
<td>910-26 Church</td>
</tr>
<tr>
<td>R-22</td>
<td>Part of 18</td>
<td>303-009</td>
<td>906-08 Church</td>
</tr>
<tr>
<td>R-23</td>
<td>18, Transportation Center (18A)</td>
<td>303-009</td>
<td>903 Davis</td>
</tr>
</tbody>
</table>

*Based on Sidwell Map and material on file with Evanston Planning Department, November, 1987. Subject to actual survey.
1. Service Road (excepting that part which is dedicated Railroad Avenue and described as that certain strip running southeasterly from the point of beginning ("P.O.B.")) to Point A sixty-six (66) feet wide from Point A to Point B and thirty-five (35) feet wide from Point B to Point C.

2. Oak Avenue sixty-six (66) feet wide.

3. Plazas having a one hundred (100) foot radius (with the center point of the circle being the point of intersection of the respective streets) and excluding streets and any other land or improvements which are not within the boundaries of Parce: lots 4, 12, 9, 10, 14, 15, 11, 16 and 18, as indicated on the above map.
Utilities lie within the rights-of-way of Emerson Street, University Place, Clark Street, Church Street, Oak Avenue, Maple Avenue and the Service Road, all as indicated by cross-hatching. Utility easements exist and shall only exist within areas not dedicated to the City of Evanston, and shall cease to be utility easements in any particular area upon that area's dedication to (and acceptance by) the City of Evanston.
To: Honorable Mayor and Members of the City Council
Administration and Public Works Committee

From: Wally Bobkiewicz, City Manager
David Stoneback, Public Works Agency Director

Subject: Water Supply Agreement Updates – Skokie and Lincolnwood

Date: February 8, 2017

Recommended Action:
Staff recommends that the City Council receive and file this update.

Livability Benefits:
Built Environment: Manage water resources responsibly

Summary:
The existing Water Supply and Service Agreement between the City of Evanston and the Village of Skokie was executed in 1997 and will expire on February 28, 2017. As allowed by the agreement, Evanston provided Skokie with a notice five years in advance that Evanston is terminating the existing agreement to prevent the agreement from automatically renewing.

Due to the negotiations with Morton Grove and Niles over their wholesale water supply agreement, negotiations with Skokie to renew their water supply contract moved slowly. Evanston and Skokie discussed a ten-month extension of the Skokie agreement to allow both parties to analyze and give proper due diligence to the conditions of a longer term water supply agreement.

Currently, Skokie’s water rate includes water treatment as well as distribution of the water to the Evanston border at three locations: Oakton, Emerson and Gross Pointe Road and receives the water without any re-pumping into their distribution system. The actual calculation of the Skokie rate currently only covers the actual water treatment costs and a low percentage of the distribution cost. In contrast, the Northwest Water Commission pays only for water treatment and Morton Grove/Niles pays for water treatment and receiving water at only one delivery point at Emerson.
Evanston had provided Skokie with information indicating that the Skokie rate would increase significantly and proposed that the rate during the ten-month extension be increased. While Skokie officials agree with a short term extension while a longer agreement is negotiated, there is not agreement on any rate increase other than the 2% increase contemplated by the expiring agreement. City staff will continue these discussions in the coming weeks and will return with a proposed extension agreement for City Council consideration at its February 27, 2017 meeting.

The City also continues discussions with the Village of Lincolnwood. After almost two years since our last communications with them, staff has been in regular contact with them in recent weeks. City staff has provided a proposed rate and would provide water to Lincolnwood at a delivery point at Oakton and McCormick. Lincolnwood would then build its own pipe for connection to its system. Staff hopes to conclude discussions with them shortly.

The table below provides information regarding water rates:

<table>
<thead>
<tr>
<th></th>
<th>Wholesale Water Rate ($/1,000 gallons)</th>
<th>Retail Water Rate ($/1,000 gallons)</th>
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</thead>
<tbody>
<tr>
<td>Evanston retail customer</td>
<td></td>
<td>$3.09</td>
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<tr>
<td>Skokie wholesale rate</td>
<td></td>
<td>$1.06</td>
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<tr>
<td>Skokie retail customer</td>
<td></td>
<td>$5.26*</td>
</tr>
<tr>
<td>NW Commission wholesale rate</td>
<td></td>
<td>$0.67 **</td>
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<tr>
<td>Buffalo Grove retail customer</td>
<td></td>
<td>$4.56</td>
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<tr>
<td>Palatine retail customer</td>
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<td>$4.95</td>
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<tr>
<td>Wheeling retail customer</td>
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<tr>
<td>Arlington Heights retail customer</td>
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<td>$5.84</td>
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<tr>
<td>Des Plaines retail customer</td>
<td></td>
<td>$6.75</td>
</tr>
<tr>
<td>Morton Grove / Niles wholesale rate</td>
<td></td>
<td>$0.78 ***</td>
</tr>
<tr>
<td>Chicago retail and wholesale rate</td>
<td></td>
<td>$3.81</td>
</tr>
</tbody>
</table>

* Skokie rate includes water and sewer.

** Northwest Water Commission installed their own transmission main to the pump station and therefore does not pay for any of Evanston’s transmission mains.

*** Morton Grove / Niles will only have one delivery point and therefore will only be charged for the Evanston transmission main from the pump station to the delivery point.
Memorandum

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

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

Subject: Approval of One-year Contract Extension for the 2016 Water Distribution System Materials Contract (Bid 16-15)

Date: January 9, 2017

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute a one-year contract extension of the 2016 Distribution System Materials contract (Bid 16-15) with Mid-American Water of Wauconda (1125 N. Old Rand Road, Wauconda, IL) in the amount of $50,000.

Funding Source:
Purchase of materials under this contract will be funded from the Water Fund, Account 510.40.4540.65055. The FY 2017 budget has an allocation of $155,000 in this account for the purchase of all distribution materials.

Livability Benefits:
Built Environment – Manage water resources responsibly
Climate & Energy – Improve energy and water efficiency

Background Information:
This contract provides for the purchase of items used by the Public Works Agency for maintenance of the water distribution system. The contract is for one year (2016) with an optional one year extension (2017). Although two groups of materials were bid in 2016, Group A and Group B, sufficient stock still exists for 2017 of the Group A items. The terms of the contract allow each group to be awarded individually therefore, only the items in Group B are under consideration for a contract extension.

The items were bid in two groups:
- Group A – Fire Hydrants (not awarded)
- Group B – Brass Valves, Fittings and Gaskets

The 2016 Bid Summary is attached.
Mid-American has done a good job in their supply and delivery of materials during the initial first year of the contract.

**Summary:**
The 2016 contract with Mid-American included a one-year contract extension. The City contacted Mid American to inquire about their willingness to maintain their pricing for an additional year. Because of their performance over the last year and their willingness to supply materials at the same unit price (see attached letter), City staff is recommending extending their contract for group B of materials (Group B – Brass Valves, Fittings and Gaskets) for one year.

**Legislative History:**
Original 2016 Distribution System Materials contract (Bid No. 16-15 Group B) was approved by City Council on March 14, 2016

**Attachments:**
2016 Distribution System Bid Summary
Letter from Mid American, dated January 12, 2017, stating willingness to hold prices
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Mid American</th>
<th>Water Products Co.</th>
<th>Zibell</th>
<th>HD Supply</th>
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<tbody>
<tr>
<td>1</td>
<td>Ball Valves Curb Stop - 1&quot; (B-22-444M)</td>
<td>50</td>
<td>EA</td>
<td>$72.01</td>
<td>$3,000.50</td>
<td>$71.62</td>
<td>$3,581.00</td>
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<tr>
<td>2</td>
<td>Ball Valves Curb Stop - 1 1/2&quot; (B-22-666M)</td>
<td>40</td>
<td>EA</td>
<td>$169.18</td>
<td>$6,776.20</td>
<td>$168.00</td>
<td>$6,720.00</td>
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<tr>
<td>3</td>
<td>Ball Valves Curb Stop - 2&quot; (B-22-7774A)</td>
<td>20</td>
<td>EA</td>
<td>$237.71</td>
<td>$5,474.20</td>
<td>$272.00</td>
<td>$5,440.00</td>
</tr>
<tr>
<td>4</td>
<td>Lead to Copper Couplings - 1&quot; Strong to 1&quot; Copper (Q14-44)</td>
<td>30</td>
<td>EA</td>
<td>$45.46</td>
<td>$1,363.80</td>
<td>$46.74</td>
<td>$1,402.20</td>
</tr>
<tr>
<td>5</td>
<td>Lead to Copper Couplings - 1&quot; X Strong to 1&quot; Copper (Q244-44)</td>
<td>100</td>
<td>EA</td>
<td>$44.44</td>
<td>$4,444.00</td>
<td>$45.71</td>
<td>$4,571.00</td>
</tr>
<tr>
<td>6</td>
<td>Lead to Copper Couplings - 1&quot; XX Strong to 1&quot; Copper (Q244-44)</td>
<td>50</td>
<td>EA</td>
<td>$18.33</td>
<td>$916.50</td>
<td>$41.91</td>
<td>$2,095.50</td>
</tr>
<tr>
<td>7</td>
<td>Lead to Copper Couplings - 1 1/4&quot; XS to 1 1/2&quot; Copper (Q24-50)</td>
<td>20</td>
<td>EA</td>
<td>$60.93</td>
<td>$1,218.60</td>
<td>$62.65</td>
<td>$1,253.00</td>
</tr>
<tr>
<td>8</td>
<td>Lead to Copper Couplings - 1 1/2&quot; XS to 1 1/2&quot; Copper (Q24-66)</td>
<td>15</td>
<td>EA</td>
<td>$71.71</td>
<td>$1,075.65</td>
<td>$73.73</td>
<td>$1,105.95</td>
</tr>
<tr>
<td>9</td>
<td>Lead to Copper Couplings - 2&quot; Ford Brand (C86-77)</td>
<td>8</td>
<td>EA</td>
<td>$79.22</td>
<td>$633.76</td>
<td>$79.74</td>
<td>$637.92</td>
</tr>
<tr>
<td>10</td>
<td>Lead to Copper Couplings, 2&quot; Ford Brand (C14-77)</td>
<td>8</td>
<td>EA</td>
<td>$54.01</td>
<td>$432.08</td>
<td>$54.32</td>
<td>$434.56</td>
</tr>
<tr>
<td>11</td>
<td>Lead to Copper Couplings, 2&quot; Ford Brand (Q24-77)</td>
<td>6</td>
<td>EA</td>
<td>$115.84</td>
<td>$920.72</td>
<td>$119.00</td>
<td>$952.00</td>
</tr>
<tr>
<td>12</td>
<td>Swivel Flared Bends - 1&quot; - 45 degree bend (LA 02-445)</td>
<td>20</td>
<td>EA</td>
<td>$23.72</td>
<td>$474.40</td>
<td>$23.85</td>
<td>$477.00</td>
</tr>
<tr>
<td>13</td>
<td>Swivel Flared Bends - 1 1/2&quot; - 45 degree bend (LA 02-66S)</td>
<td>30</td>
<td>EA</td>
<td>$107.43</td>
<td>$3,222.90</td>
<td>$108.68</td>
<td>$3,242.40</td>
</tr>
<tr>
<td>14</td>
<td>Swivel Flared Bends - 2&quot; - 45 degree bend (LA 02-77S)</td>
<td>15</td>
<td>EA</td>
<td>$152.06</td>
<td>$2,280.90</td>
<td>$153.60</td>
<td>$2,295.00</td>
</tr>
<tr>
<td>15</td>
<td>Swivel Flared Bends - 1&quot; - 90 degree bend (L 02-445)</td>
<td>10</td>
<td>EA</td>
<td>$27.23</td>
<td>$272.30</td>
<td>$27.39</td>
<td>$273.00</td>
</tr>
<tr>
<td>16</td>
<td>Swivel Flared Bends - 1 1/2&quot; - 90 degree bend (L 02-66S)</td>
<td>15</td>
<td>EA</td>
<td>$79.72</td>
<td>$1,195.30</td>
<td>$80.21</td>
<td>$1,203.15</td>
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<tr>
<td>17</td>
<td>Swivel Flared Bends - 2&quot; - 45 degree bend (L 02-73S)</td>
<td>10</td>
<td>EA</td>
<td>$139.69</td>
<td>$1,396.90</td>
<td>$140.52</td>
<td>$1,405.20</td>
</tr>
<tr>
<td>18</td>
<td>Corporation Stops - 1&quot; (FB 800-4)</td>
<td>10</td>
<td>EA</td>
<td>$43.92</td>
<td>$439.20</td>
<td>$44.16</td>
<td>$441.60</td>
</tr>
<tr>
<td>19</td>
<td>Corporation Stops - 1 1/2&quot; (FB 800-6)</td>
<td>30</td>
<td>EA</td>
<td>$103.95</td>
<td>$3,118.50</td>
<td>$104.57</td>
<td>$3,137.10</td>
</tr>
<tr>
<td>20</td>
<td>Corporation Stops - 2&quot; (FB 800-7)</td>
<td>15</td>
<td>EA</td>
<td>$181.58</td>
<td>$2,723.70</td>
<td>$182.65</td>
<td>$2,739.75</td>
</tr>
<tr>
<td>21</td>
<td>Copper to Cooper Pack Joint Couplings - 1 1/2&quot; (C 4-44-68)</td>
<td>10</td>
<td>EA</td>
<td>$50.94</td>
<td>$509.40</td>
<td>$51.24</td>
<td>$512.40</td>
</tr>
<tr>
<td>22</td>
<td>Copper to Cooper Pack Joint Couplings - 2&quot; (C 44-77)</td>
<td>5</td>
<td>EA</td>
<td>$68.77</td>
<td>$343.85</td>
<td>$69.20</td>
<td>$346.00</td>
</tr>
<tr>
<td>23</td>
<td>Straight Meter Couplings - 5/8&quot; Meter (C38-11-2-375)</td>
<td>50</td>
<td>EA</td>
<td>$6.25</td>
<td>$312.50</td>
<td>$6.30</td>
<td>$315.00</td>
</tr>
<tr>
<td>24</td>
<td>Straight Meter Couplings - 5/8&quot; Meter (C38-12-188)</td>
<td>50</td>
<td>EA</td>
<td>$7.83</td>
<td>$391.50</td>
<td>$7.87</td>
<td>$393.50</td>
</tr>
<tr>
<td>25</td>
<td>Straight Meter Couplings - 5/8&quot; or 3/4&quot;Meter (C38-23-2-5)</td>
<td>100</td>
<td>EA</td>
<td>$7.10</td>
<td>$710.00</td>
<td>$7.14</td>
<td>$714.00</td>
</tr>
<tr>
<td>26</td>
<td>Straight Meter Couplings - 5/8&quot; or 3/4&quot;Meter (C38-24-2-5)</td>
<td>100</td>
<td>EA</td>
<td>$11.06</td>
<td>$1,106.00</td>
<td>$11.11</td>
<td>$1,111.00</td>
</tr>
<tr>
<td>27</td>
<td>Straight Meter Couplings - 1&quot; Meter (C38-44-2-625)</td>
<td>100</td>
<td>EA</td>
<td>$10.93</td>
<td>$1,093.00</td>
<td>$11.00</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>28</td>
<td>Straight Meter Couplings - 1 1/2&quot; Meter Flange with 1-1/2&quot; FIP Bronze CF 31-66 Drop-In Gasket</td>
<td>20</td>
<td>EA</td>
<td>$31.59</td>
<td>$631.80</td>
<td>$32.49</td>
<td>$649.00</td>
</tr>
<tr>
<td>29</td>
<td>Straight Meter Couplings - 2&quot; Meter Flange with 2&quot; FIP Bronze CF 31-77 Drop-In Gasket</td>
<td>40</td>
<td>EA</td>
<td>$41.26</td>
<td>$1,650.40</td>
<td>$42.42</td>
<td>$1,699.80</td>
</tr>
<tr>
<td>30</td>
<td>Meter Adapters - 5/8&quot; to 3/4&quot;, Ford #413</td>
<td>20</td>
<td>EA</td>
<td>$12.00</td>
<td>$240.00</td>
<td>$12.11</td>
<td>$242.20</td>
</tr>
<tr>
<td>31</td>
<td>Meter Flange Sets - 3&quot; Bronze with 4 Hole Gasket</td>
<td>5</td>
<td>EA</td>
<td>$70.00</td>
<td>$350.00</td>
<td>$181.68</td>
<td>$808.40</td>
</tr>
<tr>
<td>32</td>
<td>Meter Flange Sets - 4&quot; Bronze with 4 Hole Gasket</td>
<td>3</td>
<td>EA</td>
<td>$110.00</td>
<td>$330.00</td>
<td>$290.00</td>
<td>$870.00</td>
</tr>
</tbody>
</table>
Attn: Tim Bartus

01/12/17

It is our pleasure to extend our quote for one additional year. If you have any questions please feel free to call me.

Sincerely,

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

From: David Stoneback, Public Works Agency Director
      Darrell A. King, Water Production Bureau Chief

Subject: Renewal of the Annual Harris Maintenance and Support Agreement

Date: January 23, 2017

Recommended Action:
Staff recommends that the City Council authorize the City Manager to execute a renewal of the annual sole source maintenance and support agreement with Harris Computer Systems (1 Antares Drive, Suite 400, Ottawa, Ontario) for Harris NorthStar Utility Billing software, in the amount of $40,480.31. This agreement will be for the term of March 1, 2017 through February 28, 2018.

Funding Source:
Funding for this purchase will be from Account 510.40.4225.62340, which has an FY 2017 budget allocation of $45,000.00.

Livability Benefits:
Built Environment: Manage water resources responsibly

Summary:
The Harris NorthStar Utility Billing Software (known in Evanston as AQUAS) is a utility billing system that has been used by the Water Production Agency since 2009. The AQUAS system is used for billing customers for water, sewer and sanitation charges.

Annual maintenance and support agreements are standard in the technology industry and are typically assessed by software companies to continuously improve software applications as well as to fund support centers with skilled employees that assists customers in resolving problems as quickly as possible. As a customer with an active maintenance and support agreement, the City has access to all available fixes and enhancements to the software as well as to online and telephone customer support.
This is a sole-source request because the only option for continuous comprehensive maintenance and support of the Harris NorthStar application is Harris Computer Systems (the developer and distributor of the software). There are no independent third-party businesses that provide support for this product.

Annual maintenance and support for 2016 was $39,301.27. The renewal cost for 2017 reflects a three percent increase from the previous year. The table below provides a historical maintenance and support cost summary beginning 2009 through 2017.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Required Funding</th>
<th>Percent Change from Previous Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$40,480.31</td>
<td>3%</td>
</tr>
<tr>
<td>2016</td>
<td>$39,301.27</td>
<td>*-9.82%</td>
</tr>
<tr>
<td>2015</td>
<td>$43,578.96</td>
<td>3%</td>
</tr>
<tr>
<td>2014</td>
<td>$42,276.57</td>
<td>8.15%</td>
</tr>
<tr>
<td>2013</td>
<td>$39,090.68</td>
<td>4.99%</td>
</tr>
<tr>
<td>2012</td>
<td>$37,229.22</td>
<td>4.99%</td>
</tr>
<tr>
<td>2011</td>
<td>$35,456.40</td>
<td>5%</td>
</tr>
<tr>
<td>2010</td>
<td>$33,768.00</td>
<td>5%</td>
</tr>
<tr>
<td>2009</td>
<td>$32,160.00</td>
<td>-</td>
</tr>
</tbody>
</table>

*The decrease in cost between 2015 & 2016 is attributable to the removal of mCare due to its incompatibility with the City Works software currently used for creating work orders.

Attachments:
Harris invoice
Harris North/Star Letter dated January 27, 2017
<table>
<thead>
<tr>
<th>PO Number</th>
<th>Customer No.</th>
<th>Salesperson ID</th>
<th>Shipping Method</th>
<th>Payment Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>EVA01</td>
<td></td>
<td></td>
<td>DELIVERY</td>
<td>Receipt</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ordered</th>
<th>Item Number</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>NOTE</td>
<td>Annual Maintenance Mar 2017 - Feb 2018</td>
<td>US$0.00</td>
<td>US$0.00</td>
</tr>
<tr>
<td>1.00</td>
<td>PUSS</td>
<td>EIS Support</td>
<td>US$1,092.73</td>
<td>US$1,092.73</td>
</tr>
<tr>
<td>1.00</td>
<td>PUSS</td>
<td>eCare Support</td>
<td>US$3,278.18</td>
<td>US$3,278.18</td>
</tr>
<tr>
<td>1.00</td>
<td>PUSS</td>
<td>NorthStar Support</td>
<td>US$33,328.17</td>
<td>US$33,328.17</td>
</tr>
<tr>
<td>15.00</td>
<td>TP-NS MAINT</td>
<td>GUI SUPPORT</td>
<td>US$76.14</td>
<td>US$1,142.14</td>
</tr>
<tr>
<td>1.00</td>
<td>TP-NS MAINT</td>
<td>Reports Anywhere</td>
<td>US$1,639.09</td>
<td>US$1,639.09</td>
</tr>
</tbody>
</table>

Subtotal: US$40,480.31
Misc: US$0.00
Tax: US$0.00
Freight: US$0.00
Trade Discount: US$0.00
Total: US$40,480.31

Invoice Questions? Please call Lisa Ross at 613-223-5511 ext 2192 OR e-mail lross@harriscomputer.com
Friday January 27 2017

Hello Darrell

As per your request for written confirmation of your maintenance coverage with NorthStar please see details below.

The renewal increase for 2017-2018 is 3%. Please note that our usual annual increase is between 5-7%. This increase is sometimes more for customers on old product versions.

Invoice MN00096598 for annual maintenance of March 2017 to February 2018 totals $40,480.31. Please note the mCare and escrow coverage has been removed from this contract as per requests from City of Evanston.

I am hoping you find the information above suitable for your needs at this time. Please let me know if you have any questions or concerns.

Regards,

Karen McKernan
Director, Support Services
P: 613-226-5511 x2744
F: 613-226-3377
E: KMckernan@harriscomputer.com
Memorandum

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

From: David Stoneback, Public Works Agency Director
      Darrell A. King, Water Production Bureau Chief

Subject: Estimated Annual User Charge for 2017 with the Metropolitan Water Reclamation District of Greater Chicago for Disposal of Sludge Generated as Part of the Water Treatment Process

Date: February 13, 2017

Recommended Action:
Staff recommends City Council approval of the Estimated Annual User Charge for 2017 with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for Disposal of Sludge generated as part of the water treatment process in the amount $215,770.96. Four quarterly payments of $53,942.74 will be made beginning in February 2017 and ending November 2017.

Funding Source:
Funding for this work will be from the Water Fund, Account 510.40.4220.62420. This account has a budget of $300,000.00 specifically allocated for MWRDGC sludge disposal fees.

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

Summary:
The initial phase of the water treatment process involves adding coagulants to raw Lake Michigan water in order to form a “floc” which helps to trap and solidify impurities in the water and allow them to settle out prior to filtration. This material settles out as part of the mixing, sedimentation and settling process into basins located underground on the north side of the Water Treatment Facility. During October and April of each year, this sediment, or sludge, is removed from the basins by manually washing and rinsing it into a sewer and sending it to the MWRDGC for treatment. The makeup of this sludge varies greatly depending on the time of the year, the turbidity (cloudiness) of the raw water and the utilization and demand for water. The sludge is analyzed for biological oxygen

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demand (BOD) and suspended solids (SS) prior to pumping to the MWRDGC and the cost for treatment is based on the levels of these parameters as well as the volume of sludge that has been produced. The MWRD determines an annual amount for the coming year based on the data from the previous year and bills the City on a pro-rated quarterly basis. In January of each year, a “true up” calculation is determined using the BOD, SS and volume data. Depending on these results, there is either an additional payment if the estimate was low or a credit to the City if the estimate was high. This method of sludge disposal has been utilized at the water treatment plant for over 50 years.

Staff has researched other options for the removal and disposal of the sludge generated as part of the water treatment process. There are very few other means of removal and all of these methods would require the dewatering and drying of the sludge to a degree where it could be trucked away. The space available at the treatment plant site prohibits the installation of drying beds, silos or centrifuges that would be needed to dewater/ dry the sludge. It should be noted that the other water treatment facilities within the MWRDGC service area continue to discharge their sludge to the MWRDGC due to the same space and capital cost limitations that prevent Evanston from implementing a different sludge disposal methodology.

MWRDGC Annual User Charge Payment History
Table 1 below depicts historic MWRDGC Annual User Charge payments and credits processed 2016 – 2011. During 2014 The City of Evanston received a credit in the amount of $261,565.15 ($130,782.58 – credit; $130,782.57 – refunded to City of Evanston on 09/10/2015 check #385391). Credits were also awarded during 2015 ($3,414.47), 2012 ($63,507.82) and 2011 ($60.06). *Column labeled “Final Settlement” indicates credits as a result of City overpayment or additional payment required.

<table>
<thead>
<tr>
<th>Year</th>
<th>Initial Payments Made</th>
<th>Final Settlement</th>
<th>Final Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>$224,560.52</td>
<td>True-up in progress</td>
<td>(estimated) $197,231.32</td>
</tr>
<tr>
<td>2015</td>
<td>$236,598.68</td>
<td>Refunded to COE -$3,414.47</td>
<td>$233,184.21</td>
</tr>
<tr>
<td>2014</td>
<td>$349,126.64</td>
<td>Refunded to COE -$261,565.15</td>
<td>$87,561.49</td>
</tr>
<tr>
<td>2013</td>
<td>$413,489.59</td>
<td>-</td>
<td>$413,489.59</td>
</tr>
<tr>
<td>2012</td>
<td>$476,006.92</td>
<td>Refunded to COE -$63,507.82</td>
<td>$412,499.10</td>
</tr>
<tr>
<td>2011</td>
<td>$790,354.20</td>
<td>Refunded to COE -$60.06</td>
<td>$790,294.14</td>
</tr>
</tbody>
</table>
**Legislative History:**
The Annual MWRDGC Sludge Removal User Fee was approved by City Council during 2016.

**Attachments:**
RD-913 Statement
RD-913 Statement

Billing Address
EVANSTON FILTRATION PLANT
555 LINCOLN ST
EVANSTON, IL 60201

Facility Address
EVANSTON FILTRATION PLANT
555 LINCOLN STREET
EVANSTON, IL 60201

1st Quarter

Estimated Annual User Charges: 215,770.96

Balance Forward:
  Previously Billed Monthly Amounts: 0.00
  Previously Billed Interest Amounts: 0.00

Current Payment Due: 53,942.74
Current Interest Due: 0.00
Less Payments Made YTD: 0.00
Net Due / Credit Amount: $53,942.74

PAY THIS AMOUNT: $53,942.74

Please detach this portion and return with your payment.

EVANSTON FILTRATION PLANT
555 LINCOLN STREET
EVANSTON, IL 60201

Payable To:
Metropolitan Water Reclamation District
Lockbox 58429
Chicago, IL 60693

This estimated amount is due by: 2/25/2017
PAY THIS AMOUNT: $53,942.74

Invoice: 13840-2017-E-001
Date: 01/11/2017

Industry ID: 13840
Invoice Number: 13840-2017-E-001

FOR DISTRICT USE ONLY
Check #: __________________
Pmnt Amt: __________________
Post Date: __________________
Dep Date: __________________
Batch #: __________________
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
      Anil Khatkhate, Project Manager

Subject: Fog Houses Roof and Masonry Improvements

Date: February 13, 2017

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute a contract for Fog Houses Roof and Masonry Improvements with Garland/DBS, Inc. (3800 East 91st St, Cleveland, OH) in the amount of $354,947.

Funding Source:
Funding for this work will be from the Capital Improvement Fund, which has a budget of $400,000 for this project as follows:

<table>
<thead>
<tr>
<th>Funding</th>
<th>Account</th>
<th>FY 2017 Budget</th>
<th>Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016 GO Bonds</td>
<td>415.40.4116.65515</td>
<td>$250,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>2017 GO Bonds</td>
<td>415.40.4117.65515</td>
<td>$150,000</td>
<td>$104,947</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$400,000</td>
<td>$354,947</td>
</tr>
</tbody>
</table>

Background Information:
The Fog Houses are located at Lighthouse Landing Park adjacent to the Grosse Point Lighthouse. The fog houses were leased to the City of Evanston by the federal government in 1930’s with the condition that they are maintained by the City. The City currently hosts summer camp for up to 100 children in the fog houses as well as other year-round programs. However, a recent detailed inspection by staff determined that the fog houses have deteriorated to the point that they are no longer safe to use unless some restoration work is completed. Approximately 25% of the Ecology Center’s annual revenue comes from the programs located at this site. There is no alternate location for this programming available, and the programs may need to be cancelled for 2017 if a solution is not found to complete needed repairs. During the 2017 budget...
discussions, City Council authorized $400,000 for roof and masonry repairs to the fog houses.

Both the north and south fog houses were built at the same time for primarily the same function, so it is likely that both buildings were constructed with the same roofing material. However, currently the north fog house has a standing seam copper roof, and the south fog house has a slate roof. Preliminary investigation into the original roofing material seemed to indicate that the standing seam copper roof was more likely the original material. This type of roof is also more durable and easier to maintain than slate, although both are long-lasting roofing materials. Therefore, staff recommends that both roofs be replaced as standing seam copper.

Due to the site’s designation as a historic site, this project was reviewed by the Preservation Commission on January 31, 2017 for compliance with historic preservation guidelines. Staff made the recommendation to restore both roofs as standing seam copper. The Preservation Commission concurred with staff and has made a positive recommendation for the proposed improvements. A picture of the north fog house with the existing standing seam copper roof is attached.

The following is a list of the needed scope for roof replacement, masonry and other exterior improvements:

- Complete tear-off and replacement of north and south fog house roofs with polyisocyanurate insulation board, cover board, 2 ply modified bitumen and topped with standing seam copper roof.
- Installation of new copper gutters and down spouts with splash box
- Complete tuckpointing of north and south fog house masonry walls
- Power washing of masonry walls and recoat with architectural wall coating.
- Scrap existing paint from windows and frames, replace deteriorated wood and prep surface for new matching paint. Caulk around windows.
- Replace deteriorated lime stone window sills in kind.
- Scrap existing paint from doors and door frames, replace deteriorated wood stiles and/or panels and prep surface for new matching paint. Caulk around doors.

U.S. Communities Purchasing Program:
Utilizing the City’s typical design-bid-build process would take such a long duration that it would not have been possible to complete a roof and masonry project at the fog houses between the time authorization was given in November 2016 and the start of summer camp in early June 2017. Therefore, as part of the budget discussion on this project, staff received approval from City Council to utilize the U.S. Communities Purchasing Program for this contract. Garland/DBS Inc. is the selected contractor for roofing and masonry work through this program. Garland was selected through a competitive Request for Proposal process in 2015 in Cobb County, Georgia for a nationwide, three-year contract.
Under the U.S. Communities process, Garland is acting as the project designer and has produced contract documents for the project. The drawings and specifications were sent to prequalified local contractors for bidding of the labor only, while Garland is providing the competitive pricing for all materials used in the project. Garland sent a report summarizing the pricing and the bids received, and staff has selected the preferred contractor for labor (in this case, the lowest price contractor). If this contract award is approved, the City will enter into a contract with Garland, who will subcontract the labor to the local contractor and oversee their work. A full labor and materials warranty is provided by Garland at the completion of the work.

The City previously contracted with Garland through the U.S. Communities process for replacement of four roofs in 2016 and five roofs in 2014 at the water treatment plant. The projects were well managed and were completed on time and on budget. Several other nearby communities have used this process to complete roof replacement projects, including the Village of Kenilworth, the Village of Niles, and the City of Park Ridge.

Benefits of utilizing the U.S. Communities process, as observed by City staff in 2016 and 2014 and as reported by references in other communities, include:

1. Garland provided in-depth expertise specific to the projects that in-house staff did not possess.
2. Garland was onsite constantly and was able to more closely monitor construction than in-house staff would have been able to, which allowed for quick identification and resolution of issues as they came up during construction.
3. Garland was able to stage construction to accommodate City scheduling constraints.
4. Projects were completed on time and met the budget.
5. The overall U.S. Communities process resulted in much higher quality construction.

Based on this feedback, staff recommends utilizing the U.S. Communities process for this project.

**Analysis:**
Garland sent the contract documents to the following local prequalified contractors:

<table>
<thead>
<tr>
<th>Metal Roof Replacement</th>
<th>G.E. Riddiford Company, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Knickerbocker Roofing &amp; Paving Co, Inc.</td>
</tr>
<tr>
<td></td>
<td>R.E. Burke Roofing &amp; Sheet Metal</td>
</tr>
<tr>
<td>Building Envelope Restoration</td>
<td>Ajax Construction</td>
</tr>
<tr>
<td></td>
<td>April Building Services, Inc.</td>
</tr>
<tr>
<td></td>
<td>Enger-Vavra, Inc.</td>
</tr>
</tbody>
</table>
Bids were received by Garland on February 7, 2017. The following contractors submitted bids.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>G.E. Riddiford Company, Inc.</td>
<td>2333 Hamilton Rd, Arlington Heights, IL</td>
</tr>
<tr>
<td>Knickerbocker Roofing &amp; Paving Co, Inc.</td>
<td>16851 Lathrop Ave, Harvey, IL</td>
</tr>
<tr>
<td>R.E. Burke Roofing &amp; Sheet Metal</td>
<td>7667 Gross Point Rd, Skokie, IL</td>
</tr>
<tr>
<td>Ajax Construction</td>
<td>3727 N. Western Ave, Chicago, IL</td>
</tr>
<tr>
<td>April Building Services, Inc.</td>
<td>22W274 Irving Park Rd, Roselle, IL</td>
</tr>
<tr>
<td>Enger-Vavra, Inc.</td>
<td>3406 Marten’s Street, Franklin Park, IL</td>
</tr>
</tbody>
</table>

The contractor pricing is listed in the following table.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roofing</td>
<td></td>
</tr>
<tr>
<td>Knickerbocker Roofing &amp; Paving Co, Inc.</td>
<td>$196,977</td>
</tr>
<tr>
<td>G.E. Riddiford Company, Inc.</td>
<td>$229,474</td>
</tr>
<tr>
<td>R.E. Burke Roofing &amp; Sheet Metal</td>
<td>$233,497</td>
</tr>
<tr>
<td>Building Envelope Restoration</td>
<td></td>
</tr>
<tr>
<td>Ajax Construction</td>
<td>$137,970</td>
</tr>
<tr>
<td>April Building Services, Inc.</td>
<td>$141,403</td>
</tr>
<tr>
<td>Enger-Vavra, Inc.</td>
<td>$228,862</td>
</tr>
<tr>
<td>Total Base Bid (sum of low bidders in each category)</td>
<td>$334,947</td>
</tr>
<tr>
<td>Allowance for Unforeseen Conditions</td>
<td>$ 20,000</td>
</tr>
<tr>
<td>Bid Alternate 1 – Remove and Replace Existing Windows and Doors</td>
<td>Not Accepted</td>
</tr>
<tr>
<td>Total Bid</td>
<td>$354,947</td>
</tr>
</tbody>
</table>

A bid alternate was included to potentially replace the existing windows and doors instead of restoring them in place. The pricing for this alternate was $13,680. However, staff prefers to restore the existing windows and doors rather than replace them, and therefore is not recommending that this alternate be accepted. The detailed pricing proposal submitted by Garland/DBS is attached.

Work is scheduled to be completed by June 2017. The bids were reviewed by Anil Khatkhate, Project Manager, and Lara Biggs, Bureau Chief – Capital Planning / City Engineer. Staff is recommending the award of contract.
Garland solicited pricing from two M/W/EBE firms: R.E. Burke Roofing & Sheet Metal and April Building Services, Inc. Neither of these firms submitted the lowest cost proposal. Since the M/W/EBE program is only a goal, staff recommends the award of the lowest cost from a responsive and responsible bidder. However, Garland is requesting a waiver. A memo reviewing the M/W/EBE participation is attached. Garland has also committed to meeting Local Employment Program requirements.

Attachments:
Garland/DBS Roofing Material and Services Proposal
M/W/EBE Compliance Review Memo, dated 02/9/16

North Fog House with Existing Standing Seam Copper Roof
ROOFING MATERIAL AND SERVICES PROPOSAL

Grosse Point Lighthouse - Fog Houses
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

Date Submitted: 02/08/2017
Proposal #: 25-IL-170110
MICPA # 14-5903
Illinois General Contractor License #: 104.015673 Ref# 105.005715

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This budget/estimate should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

Scope of Work: Metal Roof Replacement
1. Remove Existing Roofing To The Wood Deck. (Save And Turnover Existing Copper Roofing To Be Recycled By The Owner)
2. Inspect, Remove, And Replace Any Rotted Wood Decking To Match Existing Deck Thickness.
3. Prime Deck With Sa Primer At A Rate Of 0.5Gal/Sq.
5. Install Architectural Copper Standing Seam Roof System Per Specifications (16Oz Copper With 16” Wide Flat Panels).
# Metal Roof Replacement - Line Item Pricing

<table>
<thead>
<tr>
<th>Item #</th>
<th>Item Description</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Unit</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.42</td>
<td>Tear-off &amp; Dispose of Debris: SYSTEM TYPE Metal Roofing System - Wood / Tectum Deck</td>
<td>$ 1.91</td>
<td>4,900 SF</td>
<td>$</td>
<td>9,359</td>
</tr>
<tr>
<td>14.31.16</td>
<td>METAL ROOFING SYSTEMS - LOW SLOPE &amp; STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 1&quot; Below 2&quot;; Aluminum Panels: THICKNESS OPTION: - Copper Panel Price - 16 oz,18&quot; Wide Panels</td>
<td>$ 16.10</td>
<td>4,900 SF</td>
<td>$</td>
<td>78,890</td>
</tr>
<tr>
<td>14.31.19</td>
<td>METAL ROOFING SYSTEMS - LOW SLOPE &amp; STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 1&quot; Below 2&quot;; Aluminum Panels: PANEL WIDTH OPTION: - Add for 16&quot; Panel Width - Copper</td>
<td>$ 1.40</td>
<td>4,900 SF</td>
<td>$</td>
<td>6,860</td>
</tr>
<tr>
<td>14.31.24</td>
<td>STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 1&quot; Below 2&quot;; Aluminum Panels: PANEL INSTALLATION OPTION: - Architectural Application - Installed Over Substrate At or Above 3:12 Slope</td>
<td>$ 5.02</td>
<td>4,900 SF</td>
<td>$</td>
<td>24,598</td>
</tr>
<tr>
<td><strong>Sub-Total Prior to Multipliers:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$ 167,041</strong></td>
<td></td>
</tr>
<tr>
<td>22.31</td>
<td>JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF IS CONSIDERED NON-STANDARD ARCHITECTURE OR HAS GREATER THAN 4/12 SLOPE Multiplier Applied when Roof Area is not Boxed-Shaped, Contains Multiple Sharp Angles and/or Curves, or the Roof has a Greater than 4/12 Slope, Very Steep.</td>
<td>35%</td>
<td>%</td>
<td>$ 58,464</td>
<td></td>
</tr>
<tr>
<td>22.44</td>
<td>JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF SIZE IS GREATER THAN 3,000 SF, BUT LESS THAN 5,000 SF Multiplier Applied when Roof Size is Less than 5,000 SF, but Greater than 3,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, &amp; Set-Up Labor are Not Completely Absorbed Across Roof Area</td>
<td>35%</td>
<td>%</td>
<td>$ 58,464</td>
<td></td>
</tr>
<tr>
<td>TOTAL:</td>
<td></td>
<td></td>
<td></td>
<td>$ 283,970</td>
<td></td>
</tr>
</tbody>
</table>

**Metal Roof Replacement:**

Total Maximum Price of Line Items under the MICPA: $ 283,970  
Proposal Price Based Upon Market Experience: $ 196,977

**Competitive Bid Results (Metal Roof Replacement):**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Knickerbocker Roofing &amp; Paving Co., Inc.</td>
<td>$ 196,977</td>
</tr>
<tr>
<td>G.E. Riddiford Company, Inc.</td>
<td>$ 229,474</td>
</tr>
<tr>
<td>R.E. Burke Sheet Metal</td>
<td>$ 233,497</td>
</tr>
</tbody>
</table>

**Unforeseen Site Conditions:**

Wood Deck Replacement $ 8.55 per Square Foot
Scope of Work: Building Envelope Restoration

2. Replace Stamped Tin Ceiling Tiles In The North Fog House To Match Existing In Pattern And Style.
3. Existing Hollow Metal Doors To Be Replaced With New Insulated Hollow Metal Doors. Existing Frames At Hollow Metal Doors To Remain, Provide New Sealant, Typ.
4. Wood Door At North Fog House And All Windows:
5. Re-Point And Repair Cracks Or Broken/Missing Bricks On Both North And South Buildings.
6. Power Wash Existing Exterior Walls And Remove Any Loose Or Deteriorated Paint/Coeating.
7. Apply (2) Coats Of Tuff Coat At 1 Gal/Sq Each Coat To Both Buildings.
8. Remove And Replace All Wood Fascia, Soffit, And Trim To Match Existing In Size And Profile Style.
9. Prep And Paint Any Areas That Are "Red" To Match Existing (If Not Already Being Replaced).
10. Protect Landscaping From Damage Throughout Construction. All Areas Of Disturbed Earth, Whether By Construction Process, Demolition, Or Material Storage, Are To Be Restored With Black Top Soil And Sodded. All Sod Is To Be Watered, Mowed, And Fertilized Until Vigorous Growth Is Established - To Be Determined By Owner.
11. GC To Protect Existing Butterfly Garden To North Of North Fog House From Disturbances During Construction And From Damage.

Building Envelope Restoration:

Proposal Price Based Upon Market Experience: $137,970

Competitive Bid Results (Building Envelope Restoration):

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ajax Construction</td>
<td>$137,970</td>
</tr>
<tr>
<td>April Building Services, Inc.</td>
<td>$141,403</td>
</tr>
<tr>
<td>Enger-Vavra, Inc.</td>
<td>$228,862</td>
</tr>
</tbody>
</table>

TOTAL Proposal Price (Roof Replacement & Building Envelope Restoration)

Knickerbocker Roofing & Paving Co., Inc. (Roofing) $196,977
Ajax Construction (Building Envelope Restoration) $137,970
Proposal Price Based Upon Market Experience: $334,947

ALLOWANCE FOR UNFORESEEN CONDITIONS: $20,000
Proposal Price (Including ALLOWANCE): $354,947
Scope of Work: Add Alternate #1 - All Windows and Wood Doors
1. Base Bid- Restore Existing Windows And Doors To Fully Operable Condition. Scrape And Paint Trim To Match Existing Color. Make Any Necessary Repairs To The Windows/Doors And Replace Any Hardware (To Match Existing) As Required To Restore Windows And Doors To Operable, Weathertight Status.
2. Alternate Bid- Remove Existing Windows And Door And Replace With New Windows And Doors To Match Existing In Style, Size, And Swing/Window Function. All New Glass To Be Insulated, Low-E Glazing. Provide Flashing To Direct Condensation And Water Infiltration To The Exterior. Inspect And Replace Any Rotted Wood Lintels.

Add Alternate #1 - All Windows and Wood Doors:
Proposal Price Based Upon Market Experience: $ 13,680

Competitive Bid Results (Add Alternate #1):
<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ajax Construction</td>
<td>$ 13,680</td>
</tr>
<tr>
<td>Enger-Vavra, Inc.</td>
<td>$ 70,441</td>
</tr>
<tr>
<td>April Building Services, Inc.</td>
<td>Unresponsive Bidder</td>
</tr>
</tbody>
</table>

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid through 12/31/2017.

Clarifications/Exclusions:
1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662
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, Fog Houses Roof and Masonry Improvements precludes subcontracting opportunities. Therefore, a waiver is granted.

CC: Martin Lyons, Assistant City Manager / CFO
For City Council meeting of February 13, 2017
South Standpipe Pump Station MCC and Building Improvements Engineering Services
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
      Paul Moyano, Senior Project Manager
Subject: South Standpipe Pump Station MCC and Building Improvements Engineering Services (RFP 16-74)
Date: February 2, 2017

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute an agreement for Engineering Services for South Standpipe Pump Station Motor Control Center (MCC) and Building Improvements (RFP 16-74) with Stanley Consultants (8501 W. Higgins Road, Suite 730, Chicago, IL 60631) in the not-to-exceed amount of $123,212.00.

Funding Source:
Funding will be from the Water Fund, Account 513.71.7330.62145-717006, which has a FY 2017 budget allocation of $375,000 for engineering and construction.

Livability Benefits:
Built Environment: Manage water resources responsibly.
Health and Safety: Improve emergency prevention and response.

Background Information:
The facilities at the South Standpipe pump station are in need of updating to address safety issues and to rehabilitate aged or damaged components. The scope of work primarily supports the installation of a modern motor control center (MCC) to replace outdated electrical components which run the water pump and ancillary equipment in the station. Structural and architectural modifications to the building are required for the safe and proper operation of the new MCC. The Water Production Bureau’s overall electrical arc-flash safety program will be updated to reflect current standards and the
installation of the new equipment. Finally, needed building improvements which were identified by Wiss, Janney, Elstner Associates, Inc in a memo dated December 2015 will also be addressed.

This agreement includes engineering services for preliminary design, detailed design, bidding assistance, construction administration/inspection, and the update to the electrical safety program.

Analysis:
The Request for Proposals (RFP) was advertised on Demandstar and the Pioneer Press. Proposals were received on January 10, 2017. A total of six proposals were received as summarized below:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Address</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>AAA Engineering</td>
<td>4323 West Irving Park Road, Chicago, IL</td>
<td>$219,574.00</td>
</tr>
<tr>
<td>Henneman Engineering, Inc.</td>
<td>200 South Wacker Drive, Suite 850, Chicago, IL</td>
<td>$128,000.00</td>
</tr>
<tr>
<td>HR Green</td>
<td>820 Davis Street, Suite 500, Evanston, IL</td>
<td>$138,614.00</td>
</tr>
<tr>
<td>Patrick Engineering</td>
<td>4970 Varsity Drive, Lisle, IL</td>
<td>$79,540.00</td>
</tr>
<tr>
<td>Primera Engineers, Ltd.</td>
<td>100 South Wacker Drive, Suite 700, Chicago, IL</td>
<td>$212,000.00</td>
</tr>
<tr>
<td>Stanley Consultants, Inc.</td>
<td>8501 W. Higgins Road, Suite 730, Chicago, IL</td>
<td>$123,212.00</td>
</tr>
</tbody>
</table>

Proposals were reviewed by the following staff:

- Craig Bauer, Project Management Supervisor – Pumping
- Lara Biggs, Bureau Chief – Capital Planning / City Engineer
- JacQuera Calvert, Purchasing Specialist
- Hannah Grooms, Engineer – Capital Planning and Engineering
- Jay Henderson, Division Chief – Pumping
- Darrell King, Bureau Chief – Water Production
- Paul Moyano, Senior Project Manager – Capital Planning and Engineering
The scoring of the proposals was as follows:

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Max Pts</th>
<th>Primera Engineers, Ltd.</th>
<th>AAA Engineering</th>
<th>Henneman Engineering, Inc.</th>
<th>HR Green</th>
<th>Patrick Engineering</th>
<th>Stanley Consultants, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Qualifications and Experience</td>
<td>15</td>
<td>8</td>
<td>12</td>
<td>9</td>
<td>9</td>
<td>8</td>
<td>14</td>
</tr>
<tr>
<td>Project Team Qualifications and experience</td>
<td>20</td>
<td>10</td>
<td>20</td>
<td>12</td>
<td>16</td>
<td>12</td>
<td>16</td>
</tr>
<tr>
<td>Project Approach</td>
<td>15</td>
<td>11</td>
<td>8</td>
<td>14</td>
<td>12</td>
<td>12</td>
<td>14</td>
</tr>
<tr>
<td>Cost</td>
<td>20</td>
<td>2</td>
<td>2</td>
<td>10</td>
<td>8</td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>Willingness to Execute Agreement</td>
<td>10</td>
<td>5</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>5</td>
<td>10</td>
</tr>
<tr>
<td>Organization and Completeness of Proposal</td>
<td>10</td>
<td>10</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td>M/W/EBE Participation</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Totals</td>
<td>100</td>
<td>55</td>
<td>70</td>
<td>73</td>
<td>73</td>
<td>76</td>
<td>82</td>
</tr>
</tbody>
</table>

Stanley Consultants received the highest overall score. Their proposal demonstrates the highest level of qualifications and experience for both the firm and the project team. Their project approach shows a complete understanding of the work, while their cost and associated level of effort demonstrate appropriate value for their services.

Stanley Consultants is proposing to comply with the 25% MBE participation goal. A memo reviewing compliance with the City’s M/W/EBE program is attached.

**Attachments:**

M/W/EBE Review Memo
Memorandum

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: South Standpipe Pump Station MCC and Building Improvements Engineering Services, RFP 16-74

Date: February 13, 2017

The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City’s goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract. With regard to the South Standpipe Pump Station MCC and Building Improvements Engineering Services, RFP 16-74, Stanley Consultants total base bid is $123,212.00 and they will receive 25% credit for compliance towards the initial 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>Milhouse Engineering &amp; Construction</td>
<td>Construction Management</td>
<td>$30,803.00</td>
<td>25%</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total M/W/EBE</td>
<td></td>
<td>$30,803.00</td>
<td>25%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CC: Martin Lyons, Assistant City Manager/CFO
Memorandum

To: Honorable Mayor and Members of the City Council
   Administration & Public Works Committee
From: Erika Storlie, Deputy City Manager/Director of Administrative Services
       Rickey A. Voss, Parking/Fleet Manager
Subject: Renewal of the Annual Maintenance Plan Agreement with Cushman &
         Wakefield for Sherman Plaza
Date: January 26, 2017

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute an
agreement to continue maintenance services for Sherman Plaza with Cushman &
Wakefield (agent for Highland Property Management, LLC), 9500 W. Bryn Mawr
Avenue, 8th Floor, Rosemont, IL 60018 at a not-to-exceed cost of $115,000. Actual
costs are estimated to be less than $90,000. This agreement was originally approved in
2006. The agreement covers the period of January 1, 2017 through December 31,
2017.

Funding Source:
Parking Fund, Account: 505.19.7036.62660
FY 2017 Budget: $95,000

Livability Benefit:
Built Environment: Enhance public spaces

Summary:
On August 23, 2006, the City entered into a maintenance plan agreement involving
Sherman Plaza. The Reciprocal Easement Agreement for the Sherman Plaza
development, approved in November 1999, has a provision that the maintenance
responsibilities of the various parties involved be defined in a maintenance plan. The
agreement made provisions for a maximum not-to-exceed amount of $115,000 for the
City and as noted below our previous years expenses were below $90,000. The plan is
an agreement between the retail owner (currently owned by MB Evanston Sherman,
LLC), the condominiums (The Residents of Sherman Plaza Condominium Association),
and the City (owners and operators of the garage). The plan was developed to give a high level of maintenance throughout the facilities. A considerable amount of effort was put into establishing the desired frequency of maintenance, which would provide the best end result, while recognizing the need to do this at a reasonable cost. The details of the responsibilities of the parties are clearly defined in the agreement.

In the attached agreement, tasks have been listed and then divided among the parties according to their share in the financial responsibility of the task. Each task has a lead agency that is responsible for keeping up with the actual performance of the maintenance, as well as the tracking of the funds expended to perform the task. This financial tracking is the basis for allocation of the costs to the appropriate party.

The estimated total costs of $181,800 per year are allocated as follows.
   A. The City is currently paying $7,016 per month ($84,192 annually), to Cushman & Wakefield (agent for Highland Property Management, LLC):
   B. MB Evanston Sherman LLC pays $7,431 per month ($89,172 annually), and:
   C. The Residents of Sherman Plaza Condominium Association pay $703 per month ($8,436 annually).

On major items which have no prior agreement (a large, unexpected repair, for example), there is a provision that requires the responsible party to seek approval from the others if the expenditure is greater than $10,000. In addition, the term of the agreement provided an automatic renewal for successive one-year periods.

The plan has provided a high level of service throughout Sherman Plaza. Cushman & Wakefield (agent for Highland Property Management, LLC), currently oversees the maintenance agreement for elevator lobbies, joint entries, exterior sidewalks and other common use areas.

Attachments:
Copy of Original Agreement
SHERMAN PLAZA MAINTENANCE PLAN AGREEMENT

THIS AGREEMENT is made and entered into as of the 2nd day of August, 2006, by and between the City of Evanston, Illinois, a home rule unit of local government located in Cook County, Illinois ("City"), Sherman Plaza Partners, LLC, a Delaware limited liability company ("SPP"), and The Residences of Sherman Plaza Condominium Association, an Illinois not-for-profit corporation (the "Association").

RECITALS

A. Pursuant to the terms of a First Amended Redevelopment Plan entitled "Washington National Tax Increment Redevelopment Plan and Redevelopment Project" which was adopted on November 22, 1999, as ordinance 129-O-99, the City designated a certain area within its municipal limits for redevelopment and revitalization with the development of a pedestrian oriented multi-use, multi-building retail and residential use complex. The site proposed for the redevelopment and revitalization that is the subject of this Agreement (hereinafter "Total Parcel") is legally described in Exhibit A that is attached hereto and made a part hereof. The Total Parcel is owned in part by the City, in part by Focus, and in part by SPP.

B. The City and Sherman Plaza Venture, L.L.C. an Illinois limited liability company ("SPV") entered into that certain Redevelopment Agreement dated as of July 9, 2001, as amended by the First Amendment to Redevelopment Agreement dated October 22, 2001 and further amended by the Second Amendment to Redevelopment Agreement dated October 28, 2002, the Third Amendment to Redevelopment Agreement dated June 14, 2004, and the Fourth Amendment to Redevelopment Agreement dated September 27, 2004 which provides among other matters for the redevelopment of the Total Parcel as a pedestrian oriented multi-use, multi-building retail, residential and restaurant and parking development consisting of the "Private Development" and the "Public Development." SPV assigned its right, title, interest and obligations under the Redevelopment Agreement to SPP pursuant to that certain Assignment and Assumption of Agreements dated as of November 4, 2004 and recorded in the Office of the Cook County Recorder of Deeds on December 9, 2004 as Document Number 0434404089.

C. The Public Development consists of a parking garage for approximately 1591 cars with approximately 10,000 square feet of ground floor retail space and certain other improvements, including an underground water detention basin ("Detention Basin") all of which are located on the property legally described in Exhibit B attached hereto and made a part hereof (hereinafter "Garage Parcel"). A portion of the parking garage containing approximately [303] parking spaces is owned by and devoted to the exclusive use of the Residential Project, as hereinafter defined.
D. The Garage Parcel has been subdivided into two lots by that certain Plat of Subdivision recorded in the Office of the Cook County Recorder of Deeds on December 9, 2004 as Document Number 0434404084 ("Plat of Subdivision"). One lot encompasses that portion of the Garage Parcel devoted to Parking for the Residential Project (the "Residential Parking Parcel"). The second lot encompasses the remainder of the Garage Parcel (hereinafter "City Parcel"). Each of such Parcels is legally described in Exhibit C attached hereto and made a part hereof.

E. The Private Development consists of (i) approximately 142,000 square feet of gross leasable area of mixed used (retail, commercial, restaurant, and service uses) space, and a landscaped plaza (hereinafter "Retail Project"), and (ii) an approximately 253 unit condominium (hereinafter "Residential Project").

F. Each of the Retail Project and Residential Project may be separately owned and controlled. SPP has subdivided the Private Parcel into two lots devoted to each such project by the Plat of Subdivision. The lot devoted to the Retail Project is referred to as the "Retail Parcel." The lot devoted to the Residential Project is referred to as the "Residential Parcel." Each of such parcels is legally described in Exhibit D attached hereto and made a part hereof.

G. As of the date hereof, SPP owns the Retail Parcel, the Residential Parcel and the Residential Parking Parcel and the City owns the City Parcel (each of the Retail Parcel, the Residential Parcel, the Residential Parking Parcel and the City Parcel is referred to herein as a "Parcel"). For purposes of this Agreement, the Association shall be deemed the Owner of the Residential Parcel and the Owner of the Residential Parking Parcel acting as the representative for all of the condominium unit owners. As referred to herein, the owner, from time to time, of each Parcel is referred to as an "Owner", and collectively the owners of all of the parcels are referred to herein as the "Owners."

H. The City and SPV entered into that certain RECIPROCAL EASEMENT AGREEMENT FOR SHERMAN PLAZA ("REA") dated as of November 30, 2004 and recorded in the Office of the Recorder of Deeds of Cook County on December 9, 2004 as Document Number 0434404058. Article 14 entitled MAINTENANCE AND REPAIR; DAMAGE TO THE IMPROVEMENTS of the REA is the basis for this Agreement formalizing a maintenance plan (the "Maintenance Plan") for the Total Parcel. Generally, the REA provides that each Owner is responsible, at its own cost, for the maintenance and repair of the Improvements located within its Parcel. However, the REA acknowledges that (1) certain maintenance and repair should be undertaken not by the Owner of a Parcel but rather by another Owner, with the cost of such maintenance and repair shared by the Owners benefiting from the use of such Parcel or (2) certain maintenance and repair may benefit more than one Owner and thus the cost of such maintenance and repair should be shared by such benefited Owners. This Agreement is intended to implement the terms of the REA relating to maintenance and repair of such components of the Total Property, provided that to the extent of any conflict between the terms of this Agreement and the terms of the REA, the REA shall control.
NOW THEREFORE, in consideration of the premises set forth above, and the mutual agreements hereinafter set forth below, it is hereby agreed by and between the parties hereto as follows:

1. INCORPORATION OF RECITALS

   (a) The foregoing Recitals are hereby incorporated by reference in the body of this Agreement as if fully set forth herein.

2. DEFINITIONS.

   (a) “Default Rate” shall mean a rate of interest equal to the lesser of: (a) the floating rate which is equal to four percent (4%) per annum in excess of the annual rate of interest from time to time announced by LaSalle National Bank, N.A. at Chicago, Illinois or other major bank in the City of Chicago if LaSalle National Bank, N.A. ceases to exist, as its “corporate base rate” of interest or a reasonably equivalent substitute thereof in the event a corporate base rate is no longer announced, or (b) the then maximum lawful rate of interest in Illinois applicable to the Defaulting Owner and the nature of the debt. In the event a “corporate base rate” or reasonable equivalent thereof is not announced by LaSalle National Bank, N.A., or other major bank in the City of Chicago and no maximum lawful rate applies, then interest shall accrue at the annual rate of fifteen percent (15%).

   (b) “Emergency Situation” shall mean a situation impairing or imminently likely to cause bodily injury to persons or substantial physical damage to the Total Parcel or any property in, on, under, within, upon, or about the Total Parcel.

3. TERM

   (a) This Agreement shall commence as of the date hereof and, subject to earlier termination as provided in this Agreement, shall continue for one-year. This Agreement shall be automatically renewed for successive one-year periods unless an Owner shall give notice to all other Owners, not less than one hundred and twenty (120) days prior to the expiration of the then existing term, that such Owner does not intend to renew the term of this Agreement.

   (b) Any Owner may terminate this Agreement on not less than one hundred and twenty (120) days prior written notice to the other Owners.

   (c) In the event this Agreement shall terminate in accordance with this Section 3, each Owner shall be responsible for payment of its allocated costs and expenses that are incurred through the effective date of such termination.

4. MAINTENANCE RESPONSIBILITIES

   (a) Attached hereto as Exhibit E is a list of maintenance and repair items (each and “Item”) that the parties hereto agree shall be governed by the terms of this Agreement. Exhibit E sets forth the party responsible for undertaking the
maintenance and repair of such item and the allocation of the cost of such maintenance and repair among the Owners. Each Owner agrees that it shall be responsible for the items assigned to such Owner in Exhibit F (such responsible Owner to be referred to herein with respect to such Item as the “Responsible Owner”). The Responsible Owner shall maintain the respective Item in a manner equivalent to the standards from time to time pertaining to other properties in the metropolitan Chicago, Illinois area that are similar to the particular Parcel or use of such Parcel.

(b) A Responsible Owner shall have the right to hire or retain a third-party (which may or may not be related to such Responsible Owner) to undertake an Item for which such Responsible Owner shall be responsible. Provided, however, prior to hiring or retaining a third-party for such purpose where the cost associated with such Item is valued at ten thousand ($10,000) dollars or greater per annum (a “Major Contract”), the Responsible Owner must obtain the prior written approval from all other Owners (except in an Emergency Situation) to whom costs are allocated for such Item. In order to obtain such approval, the Responsible Owner shall send each relevant Owner a copy of the proposed Major Contract. Each relevant Owner shall either approve or disapprove such contract within fifteen (15) business days of receipt of the request from the Responsible Owner, provided that all Owners will use good faith efforts to respond as soon as practicable. If a relevant Owner does not disapprove such contract in writing within such fifteen (15) business day period, such Owner shall be deemed to have approved such proposed contract. Any approval required by this Section 4(b) shall not be unreasonably withheld, and any disapproval must be accompanied by a written explanation detailing the reasons for disapproval. In the event of disapproval of a Major Contract, the Responsible Owner shall have the right to submit the dispute regarding the approval of the Major Contract to arbitration in accordance with Section 6.

(c) Where Exhibit F allocates the cost of maintenance or repair of an item among two (2) or more Owners, the non-Responsible Owner(s) shall reimburse the Responsible Owner for each non-Responsible Owner’s allocated share of such costs within thirty (30) days of receipt of an invoice (which invoice shall include reasonable documentation evidencing such costs) from the Responsible Owner requesting reimbursement. With respect to any Major Contract, the Responsible Owner who enters into such Major Contract may (i) arrange with the contractor to bill directly the non-Responsible Owners their allocated share of costs, in which event the non-Responsible Owners shall timely pay their allocated share to the contractor or (ii) if direct billing is not possible, the Responsible Owner may bill the non-Responsible Owners in advance for their allocated share of such Major Contract costs, in which event the non-Responsible Owners shall pay the Responsible Owner their allocated share on the date which is the later of (x) the date such amount is due under the Major Contract or (y) thirty (30) days after receipt of an invoice. Any amount not paid when due (except in the case of a dispute) shall bear interest at the Default Rate.
(d) Each Responsible Owner will make a good faith effort to provide the other Owners with an estimate of variable costs (e.g. utilities) for which such Owners will owe reimbursement to assist such Owners in their budgeting process.

(e) In the event that one or more Owners believe that a Responsible Owner is not satisfactorily performing such Responsible Owner’s assigned responsibility, an Owner may send written notice detailing the alleged failed performance to the allegedly non-performing Responsible Owner. If after investigating the alleged failed performance, the Responsible Owner agrees with the complaint, such Responsible Owner shall take prompt corrective action and promptly inform all other Owners in writing as to the nature of the corrective action. If after investigating the alleged failed performance the Responsible Owner disagrees with the complaint, such Responsible Owner shall, within 30 business days from the receipt of the complaint, deliver a detailed written response to the complaining Owner. The complaining Owner and the Responsible Owner shall then work in good faith to resolve the dispute. If the Owners are unable to resolve the dispute, such dispute may be submitted to arbitration pursuant to the terms of this Agreement. No Owner to whom costs are allocated for a particular Item may withhold payment of such costs to the Responsible Owner for performing the item on the basis that performance was not satisfactory.

(f) In the event there shall occur an Emergency Situation within a Parcel and the Owner of that Parcel shall not be the Responsible Owner with respect to the Item to which the Emergency Situation relates and there is no reasonable amount of time to confer with the Responsible Owner, then the non-Responsible Owner may perform the assigned responsibility on its own and any costs associated with such performance will be allocated in accordance with Exhibit E. The non-Responsible Owner who performs in accordance with this Section 4(f) shall promptly notify all other Owners of the Emergency Situation as soon as practicable.

5. REOPENING NEGOTIATIONS

After execution of this Agreement, any Owner may request that negotiations regarding the allocation of responsibility set forth on Exhibit E to this Agreement be reopened by giving at least forty-five (45) days advance written notice to the other Owners, which notice shall designate a proposed meeting date to discuss such matters. Such written notice shall set forth in detail the topics for negotiation and reasons changes to the Agreement are requested. However, the negotiations need not be limited to the listed topics. The Owners agree to negotiate in good faith with respect to any renegotiation of the responsibilities set forth on Exhibit E. Any changes or modifications to this Agreement shall be made only with the consent of all Owners.

6. ARBITRATION

All questions, differences, disputes, claims or controversies arising under this Agreement that cannot be resolved by the Owners shall be resolved by arbitration in accordance with the provisions of the REA.
7. NOTICES

(a) All notices required or permitted to be delivered hereunder shall be in writing and shall be (i) personally delivered; (ii) sent by facsimile, followed by a mailed copy by regular mail; (iii) sent by registered or certified mail, return receipt requested, with postage prepaid; or (iv) sent by nationally recognized overnight express carrier to the parties at the following addresses or to such other or further addresses as the parties may hereafter designate by like notice similarly served:

If to the City:

City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Attn: City Manager
Phone: 847-866-2936
Fax: 847-448-8083

If to SPP:

Sherman Plaza Partners, LLC
c/o Focus Development, Inc.
211 Waukegan Road, Suite 220
Northfield, IL 60093
Attn: President
Phone: 847-441-0474
Fax: 847-441-0475

If to the Association:

The Residences of Sherman Plaza Condominium Association
c/o Focus Development, Inc.
211 Waukegan Road, Suite 220
Northfield, IL 60093
Attn: President
Phone: 847-441-0474
Fax: 847-441-0475

Any notice given hereunder shall be deemed received (1) upon receipt if personally delivered or sent by facsimile; (2) on the earlier of the third business day following the day sent or when actually received if sent by registered or certified mail; or (3) on the next business day immediately following the day sent if sent by nationally recognized overnight express carrier. Either party may, by notice, change the addresses set forth above. Upon the sale or conveyance of a Parcel the new Owner thereof may by notice to the other then existing Owners provide for notice to be sent to such new Owner.
8. GENERAL PROVISIONS

(a) This Agreement shall be binding on the parties hereto and their respective successors and assigns.

(b) This Agreement, and the application or interpretation hereof, shall be governed by and construed in accordance with the laws of the State of Illinois.

(c) The headings of Sections are for convenience only and do not limit, expand or construe the contents of the Sections.

(d) Time is of the essence of this Agreement and of each and all provisions thereof.

(e) The invalidity of any provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Agreement.

(f) If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the reasonable control of the party obligated to perform (expressly excepting the financial inability of the party obligated to perform), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to (but no longer than) the period of such delay.

(g) Nothing herein contained shall be construed to make the parties hereto partners or joint venturers.

(h) In the event of a conflict between the terms of this Agreement and the terms of the REA, the terms of the REA shall control.

[Signature page follows]
IN WITNESS WHEREOF, the Owners have caused this Assignment to be executed on
the day and year first above written.

SPP:

Sherman Plaza Partners, LLC, a Delaware limited liability
company

By: SPV Finance, LLC, a Delaware limited liability
company, its sole member

By: SPV Holdings, LLC, a Delaware limited
liability company, its sole member

By: Sherman Plaza Venture, L.L.C., an
Illinois limited liability company, its sole
member

By SPV, Inc., an Illinois corporation,
its manager

By: 
Name: Timothy J. Anderson
Its: 

The City:

The City of Evanston

By: 
Name: Judith A. Arello
Its: Assistant City Manager

The Association:

The Residences of Sherman Plaza Condominium Association, an
Illinois not-for-profit corporation

By: 
Name: Timothy J. Anderson
Its: 

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Exhibit A

Legal Description Of Total Parcel

LOTS 1 THROUGH 4, INCLUSIVE, IN SHERMAN PLAZA SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
Exhibit B

Legal description of Garage Parcel

LOT 1 AND LOT 3 IN SHERMAN PLAZA SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
Exhibit C

Legal Description Of The City Parcel

LOT 1 IN SHERMAN PLAZA SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Legal Description Of The Residential Parking Parcel

LOT 3 IN SHERMAN PLAZA SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
Exhibit D

Legal Description Of Retail Parcel

LOT 2 IN SHERMAN PLAZA SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Legal Description Of Residential Parcel

LOT 4 IN SHERMAN PLAZA SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
254 of 476


<table>
<thead>
<tr>
<th>Task Code</th>
<th>Task Description</th>
<th>Percentage Complete</th>
<th>Comments</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Pre-Construction</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Site Engineering</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Site Survey</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Site Analysis</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Site Design</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Site Construction</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Site Testing</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Site Operation</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Site Maintenance</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Site Disposal</td>
<td>0%</td>
<td></td>
</tr>
</tbody>
</table>

Note: The tasks are listed in order of priority, with Pre-Construction being the highest priority and Site Disposal being the lowest.
<table>
<thead>
<tr>
<th>Item</th>
<th>0%</th>
<th>10%</th>
<th>25%</th>
<th>50%</th>
<th>75%</th>
<th>100%</th>
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<tbody>
<tr>
<td>Item 1</td>
<td>X</td>
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</tr>
<tr>
<td>Item 2</td>
<td></td>
<td>X</td>
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<td></td>
</tr>
<tr>
<td>Item 3</td>
<td></td>
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<td>X</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Item 4</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Please fill in the appropriate values for each item based on the requirements provided.
Memorandum

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

From: Brian Scott, Fire Chief
      Martin Lyons, Assistant City Manager/CFO
      Erika Storlie, Deputy City Manager/Director of Administrative Services
      Rickey A. Voss, Fleet/Parking Division Manager

Subject: Repurposing of Retired Ambulance (Fleet #317) to a Dedicated Fire Department Underwater Rescue Response Vehicle

Date: January 24, 2017

Recommended Action:
Staff recommends that the City Council approve the repurposing of Fleet Vehicle #317 (Ambulance 24) to a dedicated underwater rescue response vehicle.

Funding Source:
Evanston Fire Department Foreign Fire Tax. The Tax Board approved the expenditure on December 13, 2016.

Please find below an itemized list of the costs:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Cost Per Unit</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Awning</td>
<td>1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Aluminum storage boxes</td>
<td>6</td>
<td>$900.00</td>
<td>$5,400.00</td>
</tr>
<tr>
<td>New Decals/Striping</td>
<td>1</td>
<td>$2,200.00</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>Plywood cabinetry</td>
<td>6</td>
<td>$625.00</td>
<td>$3,750.00</td>
</tr>
<tr>
<td>SCBA/SCUBA brackets</td>
<td>13</td>
<td>$275.00</td>
<td>$3,575.00</td>
</tr>
<tr>
<td>Truck bed liner spray for floor</td>
<td>1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Metal hanging racks</td>
<td>4</td>
<td>$515.00</td>
<td>$2,060.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$19,985.00</strong></td>
</tr>
</tbody>
</table>
Livability Benefit:
Health & Safety: Improve emergency prevention and response.

Summary:
The Evanston Fire Department (EFD) Underwater Rescue Team is responsible for all underwater rescue and recovery efforts. Members are also trained in swift water and ice dive rescue. In 2015, the EFD Underwater Rescue Team responded to six dive incidents within the City and additional two incidents as mutual aid to neighboring communities.

Currently, the team is storing and deploying their equipment from Squad Company 21, which is a multi-purpose heavy rescue vehicle currently used to store and transport dedicated equipment for all five department special rescue teams (Hazardous-Materials/High Angle Rescue/Structural Collapse/Trench Collapse/Dive).

Over the past nine years, the overall amount of equipment for the various teams has significantly increased which has considerably limited the dive team’s allocated vehicle space. This has prohibited divers from having enough space to store the gear in a “ready” position and consequently, upon arrival at an emergency, divers must find, unpack, assemble and then don the gear before going into the water losing valuable rescue time.

Repurposing Ambulance #317, which would be scheduled for auction in 2017, will give the dive team necessary space to properly store and deploy their equipment in a very cost efficient manner as compared to the purchase of new dive vehicle which would cost in excess of $100,000. According to the City’s current vendor, Americas Auto Auction, the retired ambulance would have an estimated auction value of $13,000 to $15,000.

Example vehicle currently used by Northbrook FD from a retired NFD ambulance.

As this repurposed ambulance is a supplemental vehicle designed for a specific function, the vehicle is not a part of the fleet inventory for replacement purposes.
Memorandum

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

From: Evonda, Thomas-Smith, Director
       Ike C. Ogbo, Interim Assistant Director
       Health & Human Services Department

Subject: Agreement for City Wide Rodent Control (RFP# 16-70)

Date: January 31, 2017

Recommended Action:
Staff honors the request of the City Council to meet with the Smithereen Representative to further discuss scope of work and expectations in executing the contractual relationship with the City of Evanston. Staff recommends City Council authorize the City Manager to sign an agreement with Smithereen Pest Management Services (7400 N. Melvina, Niles, IL 60714) for the provision of rodent control services for residential properties and public places in the City of Evanston. The amount indicated for these services is $30,000 for a period of February 1, 2017 to February 1, 2018. Staff also recommends a 2 year extension at the expiration of the agreement and an additional one year option to renew.

Funding Source:
Funding is provided by Account 100.24.2435.62605, Licensed Pest Control Services, with a budget of $22,800 for FY2017.

Livability Benefits:
Health and Safety: Improve Health Outcomes.

Summary:
The City of Evanston has been providing rodent control services dating back as far as the 1940’s. Historically, staff in the Health and Human Services Department has provided the service. However, in 2011, the City of Evanston was overwhelmed with service requests regarding rodents. Rose Pest Solutions was hired in the last quarter of 2011 to address rodent control in residential housing.

In 2012, the City Council directed the Health and Human Services Department to extend the practice of rodent control beyond single family housing and owner occupied rental dwellings to include all residential housing (townhouse, condominiums, and multi-
As the service significantly increased by community demand another proposal for assistance for rodent control continues to be required.

The following depicts the service requests from 2012 to 2016.

<table>
<thead>
<tr>
<th>Year</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Requests</td>
<td>376</td>
<td>390</td>
<td>771</td>
<td>1,280</td>
<td>1,108</td>
</tr>
</tbody>
</table>

In November, 2014, the City of Evanston developed the Request for Proposal for City-Wide Rodent Control Services. Applicants needed to meet requirements and indicate the total cost and capacity to address all residential requests for the City of Evanston. The table below summarizes the bids for RFP# 16-70.

Staff was unable to locate any pest control firms in Evanston and there were no bids submitted from Evanston businesses.

**Bid Summaries:**

<table>
<thead>
<tr>
<th>Company</th>
<th>Cost for Yearly Service</th>
<th>Evidence of Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chem-Wise 5050 Newport Dr. Suite #1 Rolling Medows, Il 60008</td>
<td>$22,840.00</td>
<td>Provides rodent control services for Schaumburg, Mt. Prospect and Elmhurst. Contracts are for select City buildings. No information submitted for residential, City-wide rodent control.</td>
</tr>
<tr>
<td>Rose Pest Solutions 414 Frontage Road Morthfield, IL 60093</td>
<td>$71,440.00 plus a request of an additional cost of insurance to be added to the yearly estimate.</td>
<td>Provides residential rodent control services for Oak Park and is the current vendor for Evanston.</td>
</tr>
<tr>
<td>Smithereen 7400 N. Melvina Niles, IL 60714</td>
<td>$30,000.00</td>
<td>Provides rodent control services for Naperville, Bellwood, Midlothian, village of River Grove, and Niles for government buildings and public places. Also provides residential rodent control services for the City Northlake and Kansas City.</td>
</tr>
<tr>
<td>Pest Management Services 12761 Western Blue Island, IL 60406</td>
<td>$33,325.00</td>
<td>Provides rodent control services in Blue Island and the Village of Thornton for Municipal buildings</td>
</tr>
</tbody>
</table>
Evaluation of Bids

Although Chem-Wise shows the lowest responsive bid, the company has indicated they have never performed a residential, City-wide rodent control program. Their contracts are for rodent control services for select municipal buildings. Also, Pest Management Services which is the second highest bidder does not provide residential, City-wide rodent control services for the municipalities they serve. Pest Management Services just like Chem-Wise only provides rodent services for municipal buildings.

For these reasons, Chem-Wise and Pest Management Services are not recommended for rodent control services in the City of Evanston. Neither has indicated the experience in handling the scope and capacity of residential and public places rodent control requests and services for the City of Evanston.

Smithereen Pest Management, the second lowest bidder is recommended to provide rodent control services in the City of Evanston. This is due to their experience and expertise in handling residential rodent control services as they have exhibited in cities such as Kansas City, Missouri. According to the U.S Census Bureau, the City of Kansas City has an estimated population of over 475,000 and its rodent control service and operation are similar to that of the City of Evanston. Smithereen Pest Management also provides residential rodent control services to the City of Northlake, Illinois.

For these reasons, Smithereen Pest Management is the best choice in delivering the required rodent control services in Evanston.

Attachments:
Memorandum Regarding City-Wide Pest Control Program and Rodent Control Newsletter
M/W/EBE Memo
Smithereen Pest Management Services Report

261 of 476
To:             Honorable Mayor and Members of the City Council  
               Administration & Public Works Committee

From:         Evonda, Thomas-Smith, Director  
               Ike C. Ogbo, Interim Assistant Director  
               Health & Human Services Department

Subject:       Agreement for City Wide Rodent Control (RFP# 16-70)

Date:          January 6, 2017

Service Requests and Strategies
The City of Evanston’s Health and Human Services Department continued to see a rise  
in requests for rodent treatment from 376 requests in 2012 to over 1,200 requests in  
2015. In comparison to 2015, there was a decrease in requests to 1,108 in 2016; 
however 2015 still remains the year with the highest number of rodent service requests.

In 2016, the City of Evanston Health and Human Services Department employed a  
number of strategies to improve our rodent control program and control the population  
of rats in the City of Evanston. These strategies will continue in 2017 and any other  
strategy that is reviewed and deemed effective will also be added.

Program Improvements, 2016:

The Rodent Walk:
In spring and fall, the Department embarked on two rodent walks. The Department used  
a heat map to identify 36 rodent hot spot areas where the Department received the  
most rodent treatment requests via 3-1-1. The focus of the rodent walks, inspection of  
areas, education for residents during the course of inspections, strategies for rodent  
control and enforcing provided by health and property maintenance staff. The  
Department modified the Centers of Disease Control and Prevention, CDC’s, Rodent  
Block Inspection form to demonstrate how rodent behaviors are contributing to the  
conditions the staff identify in Evanston. The Rodent Walks resulted in over 200 notice  
of violations issued in the form of door hangers to all properties in violation with dates to  
correct violations. The department staff partnered with the Community Engagement  
division staff during our first Rodent Walk to assist with the creation and broadcasting of  
a rodent control video on the City’s local channel. The Department’s rodent control  
efforts and education during the Rodent Walk was also provided on the City’s twitter
Education and transparency:
The Department has continued to engage residents of Evanston by encouraging them to call 3-1-1 for requests. 3-1-1 has provided an avenue for updates to the residents regarding our inspections and treatment efforts. City staff will continue to meet regularly with residents in areas where rodents are observed and provide education and enforce codes when necessary. Also, dissemination of rodent control education and information through newsletters has been a successful way of providing education in the community. (See attached newsletter).

Ward Meeting Discussions & the Rodent Academy:
The Aldermen have been very supportive and interested in the City’s rodent control program and have invited staff to Ward meetings for rodent control discussions. The Ward meeting discussions provide a forum for the staff to discuss with residents, and hear their concerns. The dialogue helps the staff partner with residents to focus on areas of concern and ways to continue to improve the program.

The Rodent Academy offered to residents and staff is an educational tool providing education and teaching regarding rodent habits and rodent harborage. The knowledge acquired from the lectures will aid in reporting rodent findings or contributing factors requiring inspections, surveillance and treatment.

Monthly meetings with Rose Pest Solutions:
The City has contracted with Rose Pest Solutions since 2012 to provide rodent control services. Staff meets with Rose Pest Control employees to train them on using the 311 tool. At the request of our residents, staff worked with 3-1-1 and Rose Pest Solutions to improve the responses our residents receive from 3-1-1 about services provided on their properties.

3-1-1 now provides detailed information regarding:
- Percentage of bait consumption
- Subsequent and planned visits.

The 3-1-1 complaint page includes a link to the Department’s pest control webpage thereby providing an avenue for information and education to the residents about rodent control. Currently the webpage has the following (1) The Evanston Health & Human Services Department’s Publication “Controlling Rats”, (2) Rodenticide Release of Liability (3) Evanston Homeowner Self Inspection Checklist (4) Evanston Composting Guide (5) YouTube rodent control video (6) The Material Safety Data Sheets (MSDS) of the poisons used by Rose Pest Solutions and (7) Frequently asked questions about rodent program.

In addition, residents are encouraged to contact the department staff if they want a meeting for an inspection conducted on their properties. This meeting involves conducting inspections, consultations and providing education about rodent control.
National Recognition:
Staff presented at the first inaugural virtual Vectors and Public Health Pest Conference organized by the National Environmental Health Association (NEHA). The presentation focused on how the City of Evanston’s rodent program is operated. The conference was designed to enhance the knowledge of environmental health professionals nationwide to help learn, apply and better prepare their programs while responding to environmental events of public health concerns.

Challenges:
The Health and Human Services Department utilizes the International Property Maintenance Code (2012) and the local Nuisance Codes to address violations observed with regard to rodents. This is not an easy right or wrong proposition rather it is nuanced as often residents that request services often have conditions encouraging rodents on their property. In the case of neglected refuse or weeds this is a simple solution and can be addressed by ordinance citation and enforcement measures.

Properties that are not well kept also encourage rodents, presenting staff with unique challenges, examples appear below.

Figure 1. Rodent feeding in a bird feeder

Figure 2. Well maintained backyard with food sources and low dense foliage
Placing a bait box in the yards in either of the pictures is ineffective. Rodents will have no reason to feed from a bait box until sources of food are removed. Staff meets with residents to provide education and develop plans to limit food, suggesting alternative plantings and removal of feeders for periods of time.

**Continued Improvement**
City staff will continue to meet regularly with residents in areas where rodents are observed and provide education and enforce codes where necessary. Staff will also work with the contracted Pest Control Operators to relay needs in service and improvements. The Health and Human Services Department will report regularly to the Council via the Friday Packet and Public Meetings on the status of the program to improve the program’s transparency.

**Attachment:**
Rodent Control Newsletter
WHAT WE’RE SEEING:
In response to service requests regarding rats in your neighborhood, the Evanston Health Department surveyed the alley between Lincoln and Colfax, 2800-2900 blocks. Rats have been observed in the alley and on private property.

HOW WE’RE RESPONDING:
The City of Evanston Health Department has licensed Pest Control Operators providing treatment for rodents in City alleys and the exterior property of homes (Requires Release of Liability). Previous to this program, residents were required to hire a pest control company on their own. This program is free however, it is not available for commercial properties. If a resident observes a rodent or would like to file a complaint, please call 311. The following information is needed for the complaint:
Your name, phone number, and the specific location (address) indicating where the rodent was observed.

THE CITY NEEDS YOUR HELP.
During our inspections, it was observed that some garages are in poor repair with holes along the bottom of doors. These openings are holes that rats and other rodents could easily enter to find shelter. In addition to the garages, burrows were found on private property (PIctured) This shows evidence of rat activity. Overflowing garbage was also noted. Garbage not contained provides a source of food for rats. For those with bird feeders, keep in mind that bird seeds on the ground provide rats with another source of food. Remember that a licensed professional pest control operator can be part of the solution. Regular treatment of private property is an effective preventive measure.

Please review the list on the reverse side of this newsletter and inspect your property to identify and eliminate any conditions that may encourage rats on your property.

Private Property Release of Liability
If you would like The Evanston Health Department to inspect and exterminate or to bait for rats on your private property, complete the “Release of Liability” form and return it to the Health Department.
The forms are available on the City’s website at cityofevanston.org/health

Seal needed at garage base

Environmental Health Staff
847.448.4311
health@cityofevanston.org

• Ike C. Ogbo, Public Health Manager
• Greg Olsen, Sr. Environmental Health Practitioner
• Joe DiCicco, Env. Health Practitioner
• Ben Sylemani, Env. Health Practitioner
Rodent Protection Checklist

Keep all garbage in closed containers.

Replace damaged garbage cans and covers.

Cover all food sources. This includes dog & cat food, birdseed and water, too!

Pick up after your pet.

Remove wood piles, weeds and other piles of debris.

Repair screen & garage doors.

Close any openings to your home or garage.

Please compost correctly, NO FOOD ITEMS

Report the presence of rats to the Health Department.

Thank you very much for your assistance in keeping Evanston neighborhoods free of rodents.
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, RFP 16-70, Agreement for City Wide Rodent Control precludes subcontracting opportunities. Therefore, a waiver is granted.
City of Evanston
Rodent Control

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

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

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

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

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

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

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

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

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

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

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

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

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

From: Erika Storlie, Director of Administrative Services
       Rickey A. Voss, Parking/Fleet Manager

Subject: Change Order No. 2 to Parking Access and Revenue Control System
         Contract with Automated Parking Technologies (RFP 14-25)

Date: February 8, 2017

Recommended Action:
Staff recommends City Council receive an updated report and continue consideration of
authorizing the City Manager to execute Change Order No. 2 to the Parking Access and
Revenue Control System (PARCS) contract with Automated Parking Technologies,
L.L.C. (APT) (500 W. 18th Street, Suite 301, Chicago, IL) to provide Sherman Plaza
residents with transponders for access to the Sherman Plaza Parking Garage. This
change order includes installation of garage access readers, equipment and
transponders in the amount of $140,292.47. Upon hearing of issues Sherman Plaza
residents were having with PARCS, City staff directed APT to perform updates. As
these updates are currently in progress, staff would like additional time to monitor the
current system and analyze if this change order is needed.

Funding Source:
Funding for the project will be provided by the FY2017 Parking Fund Capital
Improvement (Account 505.19.7005.65515) with a budget $3,020,000.

Livability Benefit:
Built Environment: Provide compact and complete streets and neighborhoods

Summary
City staff was directed at the January 23, 2017 Administrative & Public Works meeting
to investigate and perform appropriate operating system upgrades through APT to
improve the system.

The residents of Sherman Plaza have requested that each resident be given a
transponder(s) for access to the Sherman Plaza Parking Garage. In order to provide
these transponders, APT has provided a quote for installation of hardware and software
for access readers in the amount of $132,357, plus Duo Access Tags in the amount of
The total cost for this project is $140,292.47. Sherman Plaza Residents currently have access to the parking garage via LPR technology and a physical Proximity/Access Card. PARCS is also installed and operating efficiently in Church St. garage and Maple garage.

Staff advises that in line with generally accepted procurement procedures, a retainage amount of $50,000 is currently held by the City while ongoing process improvements and software modifications at the garage are developed and implemented. This $50,000 retainage is the remaining invoiced amount on the total contract balance of $1,377,983.

Staff also advises that following the MWEBE committee's review, a Local Employment Penalty of $13,788 was assessed against APT, and this penalty will be applied against this retention amount, and held back by the City.

Legislative History
On July 13, 2015, City Council authorized the City Manager to execute a contract for the purchase and installation of PARCS in the City’s three downtown parking facilities with Automated Parking Technologies, L.L.C. for an amount not-to-exceed $1,339,847. The contract period is for nine years. The annual maintenance for the first two years of this agreement was included in the contract purchase price. Beginning in 2017, the City will incur maintenance fees of $87,000 annually for each garage, or $348,000 per year in total.

Attachments
Quote from Automated Parking Technologies
Tag Master Brochure
City of Evanston
Sherman Plaza - Resident Nesting

Date: 12/21/2016
Proposal # 161221.0001

System Overview:
Provide AVI access readers and tags for Resident nesting use at the Sherman Plaza parking facility. This proposal includes access readers for all the entry and exit access points within the parking facility.

Equipment Pricing with Component Brief:

<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Additional required SkiData Parking Logic Operating Licenses, and Modules for additional external card system</td>
<td>$13,079</td>
</tr>
<tr>
<td>19</td>
<td>TagMaster LBE AVI Antenna with applicable mounting brackets and cable</td>
<td>$71,929</td>
</tr>
<tr>
<td>400</td>
<td>TagMaster MarkTag MEM with windshield holders</td>
<td>$10,057</td>
</tr>
</tbody>
</table>

Inclusions:
Install required infrastructure to accommodate new parking access control equipment listed above.
Provide & install all purchased equipment as included above

Exclusions:
Firewall by Owner
VPN connection (over DSL) provided by other or priced separately by APT. DSL speed of 6 Mbps minimum download, with lower than 50 ms lag during a connection, required for quality of service.
Bonding/grounded damages

Hardware and Software: $95,063
Installation: $26,835
Setup, Programming, Training: $4,753
Freight and Delivery: $5,704

If Tax exempt - Exemption certificate must be on file
System Total: $132,327

Terms:
Pricing is good for 30 days and subject to revision/change anytime within this period prior to formal acceptance below. Fifty percent (50%) deposit of “System Total” and signatures required for formal acceptance. Forty percent (40%) upon start of the project and ten (10%) upon completion. Net 30 with 5% late fee of the amount past due.

Delivery: (timing dependent on order particulars) after confirmation below and deposit received.

Owner/Operator Order Acceptance: ___________________________ (signature)
Owner/Operator Options Acceptance: ___________________________ (initial/s above to be added to system total)
Company/Title: ___________________________ (Please Print)
Date: ___________________________

APT Acceptance: ___________________________ (signature)
Date: ___________________________

Thank you for allowing APT to help solve your parking needs.
# Quote

**0000161804**

**Customer**
City Of Evanston Warranty  
2100 Ridge Ave  
Attn: Tammi Turner  
Evanston IL 60201

**Location**
City Of Evanston  
2100 Ridge Ave  
Attn: Tammi Turner  
Evanston IL 60201

**Quote Date**
12/21/2016

### P.O. Number

<table>
<thead>
<tr>
<th>QTY</th>
<th>PART #</th>
<th>DESCRIPTION</th>
<th>PRICE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>1.00</td>
<td>S1240/00</td>
<td>TagMaster MEM duo Access Tag</td>
<td>44.00</td>
<td>44.00</td>
</tr>
<tr>
<td>1.00</td>
<td>S1938/00</td>
<td>Tagmaster MEM duo Access Tag Holder</td>
<td>4.50</td>
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<tr>
<td>1.00</td>
<td>154600</td>
<td>TagMaster LR6 Antenna</td>
<td>6,678.00</td>
<td>6,678.00</td>
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<tr>
<td>1.00</td>
<td>S1902</td>
<td>Tagmaster Ceiling Mounting Kit</td>
<td>400.00</td>
<td>400.00</td>
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</tbody>
</table>

**Sub Total** $7,126.60  
**Shipping, Handling And Taxes** $808.87  
**Total Amount** $7,935.47

Approved By: [Signature]

*Automated Parking Technologies - 500 W. NORTHERN AVE., SUITE 300, CHICAGO, IL, 60616 - PHONE: 312-942-9570*
TagMaster is the world leader in hands-free vehicle access control. Our unique technology allows for automatic, long-range identification of private and commercial vehicles.

TagMaster's 2.45GHz Microwave technology is ideally suited for AVI and vehicle access control installations where long read ranges are required. The directional read lobe provides fast, accurate tag identification at distances up to 46 feet.
Why TagMaster?

TagMaster North America provides secure, automatic, and reliable identification of vehicles and personnel. TagMaster’s RFID system consists of readers and ID-tags. Readers can work standalone using ACTS Essential (powered by ArmID) or be connected to a host computer. ID-tags for a variety of purposes are available, including tags for mounting inside the windshield, tamper evident designs, and heavy duty tags for mounting outside the vehicle.

Microwave Readers

LR-Series

The LR-Series TagMaster 2.45GHz Microwave Reader is an integrated controller and antenna in a single unit. TagMaster’s LR-series readers support several standard interfaces including Ethernet (TCP/IP), RS232, RS485, and Wiegand/Mag-stripe.

- Frequency hopping (FHSS)
- System Light Indicator: LED
- UL-listed
- CE & FCC approved
- No site license required
- Operating temperatures -40F to +140F (-40C to +60C)

- Weather proof IP66 Enclosure
- Read range:
  - LR-3 PRO, 10-15 feet*
  - LR-6 PRO, 20-33 feet*
  - LR-6 XL, 33-46 feet*

(*depends on reader settings, ID-tags, and mounting)

LR-3 PRO
Part No. 154400
8.9 x 5.6 x 2.0 in

LR-6 PRO & LR-6 XL
Part No. 154600 / 154900
11.42 x 6.5 x 2.21 in
Semi-Passive Tags
A battery is used to keep the tag alert and ready to respond to the reader signal, allowing for fast, long-range reads. The lifetime of the tags is therefore fully predictable to 6 years, independent of the number of times it is identified. Each tag has a unique 8-digit identity code set from the factory with a 32-bit checksum for automatic verification.

S1240 MarkTag MeM
The MeM Read-only tag can be mounted to the inside of a windshield or on the dashboard using a S1938 WinFix MeM or be more permanently mounted using S1954 CardTape.

S1255 MarkTag Classic
The Classic Read-only tag can be mounted to the inside of a windshield using a S1951 WinFix Classic or be more permanently mounted using S1954 CardTape.

S1355 MarkTag ODU (Outdoor Use)
The rugged, IP67 encapsulation allows for the ODU tag to be mounted on the exterior of a vehicle using CardTape or rivets.

S1280/81 MarkTag TpE
The pressure-sensitive adhesive layer on the front allows for easy mounting on the inside of a windshield. Any attempt to remove the ID-tag will result in the destruction of the tag.
TagMaster North America’s embedded Access Control Tracking System software - ACTS - eliminates the need for external access control hardware. ACTS is built on the Linux platform, TCP/IP enabled, and can be remotely configured and accessed through any standard web browser. ACTS Essential supports up to two long-range readers (LR-series).

- No external software required
- 5,000 events per day for 4 years
- Keypad validation support
- Real-time Event Log Viewer
- Manages personnel schedules
- Works within DHCP and Static IP Networks
- Standardized report generation
- Manages 10,000 cardholders/credentials
- Backup/Restore features (PC required)
- Supports Anti-Passback and Lot Count
Memorandum

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

From: Erika Storlie, Director of Administrative Services
Rickey A. Voss, Parking/Fleet Manager

Subject: Resolution 11-R-17 Authorizing the City Manager to Enter into a One Year Parking Lease Agreement for Fifty Parking Spaces at the 525 Church Street Parking Garage with Northwestern University

Date: January 24, 2017

Recommended Action:
Staff recommends that the City Council adopt Resolution 11-R-17 authorizing the City Manager to enter into a one-year parking lease for 50 vehicles with Northwestern University, 633 Clark, Evanston, IL 60208 effective March 1, 2017 – February 28, 2018.

Funding Source:
Parking Fund Revenue
505.19.7025.53510  Projected annual revenue  $57,000

Livability Benefit:
Built Environment: Provide compact and complete streets and neighborhoods.

Background:
In November of 2016, Northwestern University indicated a desire to enter into a one-year parking lease with the City of Evanston to park 50 vehicles at the 525 Church Street parking garage. The requested lease is designed to provide additional parking for construction workers at various campus sites. The selection of the garage is based on the close proximity to the Northwestern University campus.

The following table provides an overview of projected revenues associated with monthly permits based on an approval of 50 permits per month. The proposed lease will allow the City to raise the monthly rate in accordance with other increases for parking at the Church Street or other City owned parking garages.

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<table>
<thead>
<tr>
<th>Year</th>
<th>Monthly Rate</th>
<th>Annual Projected Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/1/2017 – 2/28/2018</td>
<td>$95.00 per space</td>
<td>(50 spaces)</td>
</tr>
</tbody>
</table>

*Future year rates would change based on the retail rate for parking. The table above is for illustration only.*

There is a plan to develop a bicycle lane on Chicago Avenue from Davis Street to Sheridan Road. According to Traffic Engineering, the plan would eliminate an estimated 52 parking spaces from Chicago Avenue and therefore push additional traffic into the 525 Church Street garage. The average occupancy rate from January 1, 2016 – December 31, 2016 at 10 a.m. had risen 4% from 52% in 2015 to a rate of 56% in 2016. The 2 p.m. rate rose 6% from 61% in 2015 to a rate of 67% in 2016. The following table provides the average occupancy rates for the 600 available parking spaces at the Church Street over the past 3 years and an estimated occupancy rate for the next 4 years.

### The Church Street Garage

<table>
<thead>
<tr>
<th>Year</th>
<th>Average Car Count at 10:00 am</th>
<th>Average Car Count at 2:00 pm</th>
<th>Occupancy per 600 Spaces at 10:00 am</th>
<th>Occupancy per 600 Spaces at 2:00 pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>278</td>
<td>331</td>
<td>46%</td>
<td>55%</td>
</tr>
<tr>
<td>2015</td>
<td>315</td>
<td>365</td>
<td>52%</td>
<td>61%</td>
</tr>
<tr>
<td>2016</td>
<td>339</td>
<td>399</td>
<td>56%</td>
<td>67%</td>
</tr>
</tbody>
</table>

Forecast for the next five years at a 3.25% increase in occupancy per previous year’s daily average.

<table>
<thead>
<tr>
<th>Year</th>
<th>Average Car Count at 10:00 am</th>
<th>Average Car Count at 2:00 pm</th>
<th>Occupancy per 600 Spaces at 10:00 am</th>
<th>Occupancy per 600 Spaces at 2:00 pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>350</td>
<td>411</td>
<td>58%</td>
<td>69%</td>
</tr>
<tr>
<td>2018</td>
<td>361</td>
<td>424</td>
<td>60%</td>
<td>71%</td>
</tr>
<tr>
<td>2019</td>
<td>372</td>
<td>438</td>
<td>62%</td>
<td>73%</td>
</tr>
<tr>
<td>2020</td>
<td>384</td>
<td>452</td>
<td>64%</td>
<td>75%</td>
</tr>
</tbody>
</table>

The 50 spaces to be leased to Northwestern University through this agreement equals approximately 8% of the total 600 spaces available. The City of Evanston and Northwestern University would maintain the right to negotiate lease renewals on an annual basis.

**Attachments:**
- Resolution 11-R-17
- Lease
11-R-17

A RESOLUTION

Authorizing the City Manager to Enter into a One Year Parking Lease Agreement for Fifty Parking Spaces at the 525 Church Street Parking Garage with Northwestern University

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

SECTION 1: The City Manager is hereby authorized and directed to sign a one (1) year parking lease (March 1, 2017 through February 28, 2018) (the “Lease”) by and between the City and Northwestern University for fifty (50) parking spaces at 525 Church Street. The Lease is attached hereto as Exhibit 1 and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the Lease that he deems to be in the best interests of the City.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.

___________________________
Elizabeth B. Tisdahl, Mayor

Attest:

___________________________
Rodney Greene, City Clerk

Adopted: ____________________, 2017
EXHIBIT 1

PARKING LEASE AGREEMENT
PARKING LEASE AGREEMENT
FOR PARKING IN THE 525 CHURCH STREET GARAGE BETWEEN

THE CITY OF EVANSTON

AND

NORTHWESTERN UNIVERSITY
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PARKING LEASE AGREEMENT

1. Date and Parties. This Parking Lease Agreement ("Agreement") is made on this _____ day of ______________ 2017 (the "Lease Commencement Date"), by and between the City of Evanston, an Illinois municipal corporation ("City" or "Landlord"), and Northwestern University ("Northwestern" or "Tenant").

2. Leased Premises. Landlord is the fee owner of certain property legally described in Exhibit A, attached hereto and incorporated herein, and commonly known as 525 Church Street, Evanston, Illinois 60201 ("Property"), which Property is improved with a parking garage ("Parking Garage"). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord fifty (50) covered garage parking spaces at 525 Church Street, Evanston, Illinois; the fifty (50) covered parking spaces shall be referred to as the "Leased Premises." The Leased Premises are being operated and managed by SP Plus Corporation ("SP Plus" "Management Company").

3. Lease Term. The initial term of this Lease shall start on the Lease Commencement Date and continue for one (1) year, or twelve (12) months (the "Initial Term"). Subject to the notice requirements of this Agreement, and provided that at the time of such notice the Tenant is not then in Default (as herein defined) under the terms of this Lease, the Tenant is hereby granted the right (each, a "Renewal Option") to renew the Initial Term of this lease in one (1) year term increments (each, a "Renewal Term"). The Tenant shall exercise each Renewal Option, if at all, by noticing the Landlord in writing of its intent to renew within sixty (60) days of the expiration of the then current term. All of the terms and provisions of this Lease shall apply to each Renewal Term.

In the event the Tenant timely exercises a Renewal Option, the Landlord and the Tenant each agree to execute an amendment to this Lease in a form reasonably acceptable to both Parties reflecting the extension of the term by the Renewal Term. If no Renewal Option is exercised by the Tenant, the term of this Lease shall end on the last day of the twelve month, unless terminated at an earlier date.

4. Rent. The Tenant agrees to pay the Landlord as a lease fee the standard parking rent ("Rent") for the parking spots located at 525 Church Street in monthly installments of $95.00 per parking spot on or before the first day of each and every successive month during the Lease Term. All Rent and other charges due under this Lease shall be made payable to SP Plus. Landlord may, in its sole discretion, change the Rent at any time during the Term by giving Tenant no less than thirty (30) days prior written notice. Notwithstanding anything to the contrary in this Agreement, changes to the Rent made pursuant to this Section shall not require a written amendment to this Agreement and shall be deemed effective upon Tenant’s receipt of Landlord’s notice as required in this Section.

5. Proximity Card. Tenant shall be issued a total number of proximity cards equivalent to the total number of parking spaces required by the Tenant as provided for in this Agreement. The Proximity cards will be supported by License Plate Recognition. The cost of the proximity cards shall be at the Tenant’s sole expense and shall be
provided by the Landlord. Tenant is solely responsible for maintaining and insuring proper use of all proximity cards. Any attempt to manipulate or circumvent any parking procedures or the provisions of this Agreement may result in immediate revocation of parking privileges. Tenant acknowledges that the proximity card must be used upon entry and exit to the 525 Church Street garage. Absent such use, Tenant may be subject to the daily parking rate for said facility. Tenant acknowledges that a replacement charge for lost or damaged proximity cards will be imposed by Landlord at the Tenant’s sole expense.

6. **Non-Exclusive Use:** Tenant shall have non-exclusive use of the Leased Premises only for parking purposes. The Tenant acknowledges and agrees that only intended and registered users of 525 Church Street, Evanston, Illinois will be permitted to use the parking spaces located on the Leased Premises. Vehicles parked in the aforesaid parking lot located at 525 Church Street that are not registered will be subject to being ticketed and/or towed.

7. **Renewal.** Tenant must notify Landlord, in writing, of its desire to renew the Agreement within 120 days of expiration of the term. The parties will negotiate the lease and enter into a new and separate agreement.

Following the expiration of the one (1) year anniversary of the Agreement, the Agreement can be modified every year thereafter but not before, during any calendar year in the preceding one (1) year term per the annual parking report. Any amendments to the number of parking spaces leased from the Landlord or any other amendments to the Agreement, including term extensions, shall be approved by the City Council as an amendment to the Agreement.

8. **Compliance with Law.** Tenant shall not use the Leased Premises, or permit anything to be done in or about the Leased Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

9. **Landlord Repair Responsibility.** Landlord shall repair and maintain the Leased Premises, including snow removal, paving, repair of potholes, and curb cuts. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance if need for such repair is due to the neglect on the part of the Tenant. Tenant shall provide Landlord with written notice of any repairs needed and Landlord shall address said repair(s) within a reasonable time to be agreed between City and Tenant. There shall be no abatement of Rent, and no liability of Landlord by reason of any injury to, or interference with, Tenant’s business arising from the making of any repairs, alterations or improvements in or to any portion of the Leased Premises or in or to fixtures, appurtenances and equipment therein. The provisions of this section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain.

10. **Tenant Alterations.** Except as otherwise specifically provided in this Lease, Tenant shall not, at any time during the Lease Term, make any alterations, decorations,
additions, or improvements to the Leased Premises (hereinafter collectively referred to as “Alterations”), without Landlord’s prior written consent, which shall not be unreasonably withheld. In the event that Landlord consents to the performance of any such Alterations, Landlord may impose on Tenant whatever requirements or conditions Landlord may deem appropriate in connection with the performance of such Alterations (e.g., insurance, performance bond, lien waivers, plans and specifications, permits and licenses).

11. **Utilities.** Landlord shall be responsible for and pay for all utilities supplied to the Leased Premises.

12. **Liens.** Tenant shall not cause or permit any mechanic’s lien to be filed against the Leased Premises by reason of, or due to, or as a result of, any work, labor, services, or materials performed at, or furnished to, the Leased Premises, to Tenant, or to anyone holding the Leased Premises through or under Tenant. If any such mechanic’s lien shall at any time be filed, Tenant shall immediately cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise; provided, however, that Tenant shall have the right to contest any and all such liens provided security which is satisfactory to Landlord, in its sole discretion, is deposited with Landlord and such lien is dismissed within sixty (60) days from the filing date of said lien. Subject to the immediately preceding sentence, in the event that Tenant fails to cause any such lien to be discharged within thirty (30) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due, or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord, together with all costs and expenses (including, but not limited to, reasonable attorney’s fees), incurred by Landlord in procuring the discharge of such lien, shall be deemed to be additional rent and shall immediately become due and payable by Tenant to Landlord on the first day of the next following month.

13. **Insurance to be Maintained by Tenant.** Tenant shall, at its sole cost and expense, at all times during the Term obtain and pay for and maintain in full force and effect the following insurance policy or policies:

(a) “All-Risk” Property Coverage. “All Risk” property insurance on a replacement cost basis, covering all of the Tenant’s personal property, merchandise, trade fixtures, furnishings and equipment, and all leasehold improvements installed in the Leased Premises by, or on behalf of, Tenant in an amount not less than the full replacement cost of all such property.

(b) **Liability Coverage.** Commercial general public liability to comply with any conditions of this Lease, umbrella liability insurance, covering Tenant against any claims arising out of liability for bodily injury and death and personal injury and property damage occurring in and about the Leased Premises, and otherwise resulting from any acts and operations of Tenant, its agents and employees, with limits of not less than a total combined single limit of $1,000,000.00 per occurrence and $2,000,000.00 annual general aggregate. Such insurance shall include, inter alia: (i) “occurrence” rather than
“claims made” policy forms; (ii) all insurable liability assumed by the Tenant under the terms of this Lease; (iii) premises medical expenses in an amount not less than $5,000.00 per person, per accident; (iv) the Landlord and any other parties designated by Landlord (including, but not limited to, its beneficiary, its general partners and its managing agent) shall be designated as additional insured(s); and (v) severability of insured parties.

(c) **Workers’ Compensation Coverage.** Workers’ compensation and employer’s liability insurance in the state of Illinois. A Copy of Liability insurance Certificate required pursuant to this Paragraph shall be delivered to Landlord prior to the Rent Commencement Date. If Tenant fails to submit such certificate to Landlord within the specified time, or otherwise fails to obtain and maintain insurance coverage in accordance with this Paragraph then Landlord, at Landlord’s sole option, may, but shall not be obligated to, procure such insurance on behalf of, and at the expense of, the Tenant, and if Landlord exercises such right and expends any funds to obtain such insurance, Tenant shall reimburse Landlord for such amounts upon demand, it being understood that any such sums for which Tenant is required to reimburse Landlord shall constitute additional Rent under this Lease.

14. **Casualty/Restoration.** In the event the Leased Premises are damaged by fire, explosion or any other casualty to the extent which is less than twenty-five percent (25%) of the full replacement cost of the Leased Premises and none of the events described in the next succeeding sentence of this Paragraph shall have occurred, the damage shall be repaired by Landlord within a reasonable time period thereafter, and that in no event shall Landlord be required to repair or replace Tenant’s signage, fixtures and any work performed by Tenant. In the event of any such damage by fire, explosion or any other casualty, and (a) Landlord is not required to repair as hereinabove provided, or (b) the Leased Premises are damaged to the extent of twenty-five percent (25%) or more of the full replacement cost of the Leased Premises, Landlord may elect either to (i) repair or rebuild the Leased Premises or the building or buildings respectively, or (ii) terminate this Lease. Tenant shall also have the right to terminate the lease, if damage due to any of the above exceeds 25 % of the aggregate full replacement cost. Landlord shall make such election by giving notice of such election in writing to Tenant within ninety (90) days after the date of the event causing the damage. If Landlord is required or elects to repair the Leased Premises as herein provided, Tenant shall promptly commence and diligently complete ‘Tenant’s work), at Tenant’s expense. Tenant’s rent shall be abated during this period.

15. **Eminent Domain.**

(a) **More than 50% Taken:** If 50 percent (50%) or more of the Premises are taken for a public or quasi-public use, this lease will terminate as of the date of the physical taking, and the Parties will be released from all further liability.

(b) **Less than 50% Taken:** If the taking affects less than 50 percent of the Premises, the Landlord will, with reasonable diligence, proceed at Landlord’s expense to repair the Premises and place them in tenantable condition within 90 days after the date of the actual physical taking.
(c) **Abatement of Rent:** During any repair, Tenant will be required to pay only that part of the fixed minimum monthly rental as the area of the tenantable Premises remaining during repairs bears to the entire area leased. On completion of repairs, the fixed minimum monthly rental will be adjusted in proportion to the repaired area, and Tenant will be required to pay the adjusted fixed minimum monthly rental in accordance with this Agreement.

(d) **Right to Condemnation Award:** Any award made in any condemnation proceeding for the taking of any part of the Premises will be the sole property of Landlord.

16. **Assignment, Subletting and Ownership.** Any attempt or purported transfer, assignment, subletting, mortgage, or agreement (hereinafter collectively referred to as a “Transfer”) without Landlord’s and Management Company’s prior written consent shall be void and of no force or effect and shall not confer any interest or estate in the purported transferee. However, Tenant shall remain liable for any and all rents and monies due Landlord up to and including the date of such termination and shall not be relieved of its obligations and responsibilities to pay all amounts due to Landlord.

17. **Signs.** Tenant may not erect or install any signage, of any nature or design, without Landlord’s prior written consent and without following the submission and approval process set forth in the City Code.

18. **Surrender of Leased Premises.** Tenant shall, at its sole cost and expense, remove, at the termination of this Lease (by lapse of time or otherwise), remove such of the alterations and additions and signs made or installed by Tenant as Landlord may request; repair any damage caused by such removal.

19. **Indemnification.** Except as otherwise provided in this Agreement, Tenant shall protect, indemnify and save Landlord and its officers, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from injury to persons or damage to property on the Leased Premises, arising out of or in connection with Tenant’s use or occupancy of the Leased Premises or Tenant’s activities on the Leased Premises, or contracts entered into for work on the Leased Premises, or arising from any negligent or willful act of Tenant. Tenant shall pay for all of Landlord’s costs of suit and attorneys’ fees and expenses.

20. **Holdover.** On the last day of the Lease Term, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises, Tenant shall quit and surrender the Premises to Landlord “broom-clean” and in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this Lease, and Tenant shall remove all of the Tenant’s personal property therefrom, except as otherwise expressly provided in this Lease. If Tenant remains in possession after the Expiration Date or after any earlier termination date of this Lease or of the Tenant’s right to possession (a) Tenant shall be deemed a...
tenant at will; (b) Tenant shall pay hundred percent (100%) of the Minimum Rent last prevailing hereunder, (c) there shall be no renewal or extension of this Lease by operation of law, and (d) the tenancy at will may be terminated upon thirty (30) days’ notice from Landlord; or, at the sole option of Landlord expressed by written notice to Tenant, but not otherwise, such holding over shall constitute a renewal of this Lease for a period of one (1) year on the same terms and conditions as provided in this Lease, except that the Minimum Rent shall be as specified in this Paragraph.

21. **Tenant Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) If Tenant fails to pay any Rent or any other charges required to be paid by Tenant; or

(b) If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of any such default is such that the same cannot be cured within thirty (30) days, Tenant shall have such additional period of time as may be necessary to cure such default provided that it commences to cure said default within the thirty (30) day period and proceeds diligently thereafter to complete such cure, and provided further that such default is cured within one hundred and twenty (120) days from the date of Landlord’s notice to Tenant; or

(c) If in any proceeding or action which Tenant is a party, a Trustee, or receiver, agent or custodian is appointed to take charge of the Leased Premises or Tenant’s Property (or has the authority to do so) for the purpose of enforcing a lien against the Leased Premises or Tenant’s Property; or

(d) Tenant, or its employees while working at the Leased Premises, commits any crime which constitutes a misdemeanor or felony; or

(e) Tenant shall fail to maintain the insurance coverage as set forth herein; or

(g) Tenant shall make a general assignment the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy.

22. **Landlord’s Remedies.** In the event of Tenant’s default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord’s option, upon giving notice to tenant, to do the following:

(a) Remedies. In the event of any breach of this Lease by Tenant, Landlord at its option, and after the proper notice may, in addition to all other rights and remedies provided in this Lease, at law or in equity to terminate this Lease and Tenant’s right of
possession of the Leased Premises, and recover all damages to which Landlord is entitled under law.

(b) Landlord may, at Landlord’s option, enter into the Leased Premises, remove Tenant’s signs and other evidences of tenancy. Any such property of the Tenant not retaken from storage by the Tenant within thirty (30) days after the end of the Term, however terminated, shall be conclusively presumed to have been conveyed by the Tenant to the Landlord under this Lease as a bill of sale, without further payment or credit by the Landlord to the Tenant.

23. **Time is of the Essence.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor, and all provisions herein and all provisions relating thereto, shall be strictly construed.

24. **Successors and Assigns.** All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. No third party, other than such heirs, legal representatives, successors and assigns, shall be entitled to enforce any or all of the provisions of this Lease or shall have any rights hereunder whatsoever.

25. **Quiet Enjoyment.** Upon Tenant paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant’s part to be observed and performed hereunder, Tenant shall have quiet possession of the Leased Premises for the entire Lease Term hereof, subject to all the provisions of this Lease.

26. **Prior Agreements/Amendments.** This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

27. **Sale of Premises.** In the event of any sale of the Leased Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Leased Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

28. **Notices.** Notices and demands required or permitted to be given hereunder shall be given by personal delivery or reputable overnight courier (such as Federal Express), or registered or certified mail to:

Tenant: Northwestern University
29. **Tenant and Landlord Mutual Environmental Indemnity.**

(a) Definitions. For purposes of this Paragraph, “hazardous substance” means any matter giving rise to liability under the Resources Conservation Recovery Act (“RCRA”), 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 52 U.S.C. Sections 9601 et seq., the Illinois Environmental Protection Act (IEPA), or any common law theory based on nuisance or strict liability, including without limitation, petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any federal, state, county, municipal, local or other statutes, laws, ordinances and regulations.

(b) Prohibition. Tenant and Landlord shall not conduct or authorize the generation, transportation, storage, treatment or disposal, on the Leased Premises of any hazardous substance without prior written authorization by Landlord, which authorization may be withheld in Landlord’s sole discretion, and the Tenant’s failure to comply with the provisions of this paragraph shall constitute a default under this Lease.

(c) Remedial Action. If the presence, release, threat of release, placement on or in the Leased Premises, or the generation, transportation, storage, treatment, or disposal the Leased Premises of any hazardous substance due to the operation of tenants business: (i) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under RCRA, CERCLA, the IEPA, or any common law theory based on nuisance or strict liability, (ii) causes an adverse public health effect, or (iii) pollutes, or threatens to pollute, the environment, Tenant shall promptly take, at Tenant’s sole cost and expense, any and all remedial and removal action necessary to clean up the Leased Premises, and mitigate exposure to liability arising from the hazardous substance, whether or not required by law.

(d) Indemnification of Landlord. Except as otherwise provided in this Agreement, Tenant shall protect, indemnify and save Landlord and its officers, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages,
claims and expenses from any and all environmental liability claims, specifically claims related to RCRA, CERCLA, the Clean Water Act, and claims of personal liability by third parties. Tenant shall pay for all of Landlord’s costs of suit and attorneys’ fees and expenses.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

LANDLORD:

CITY OF EVANSTON
An Illinois municipal corporation

By:

__________________________________
Its: City Manager
Print Name: Wally Bobkiewicz

TENANT:

NORTHWESTERN UNIVERSITY

By: ______________________________
Its:
Print Name:

MANAGEMENT COMPANY

SP PLUS

By: ______________________________
Its:
Print Name:
EXHIBIT A

LEGAL DESCRIPTION

PARCEL 5: GARAGE LEVEL 4


COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 1 IN SAID CITY OF EVANSTON’S CONSOLIDATION, SAID SOUTHWESTERLY CORNER ALSO BEING THE NORTHEASERLY CORNER OF SAID CHURCH STREET AND CHICAGO AVENUE; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 1 AND THE EASERLY LINE OF SAID CHICAGO AVENUE 89.34 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS, EAST ALONG LINE “A” AFOESAIAD 43.31 FEE TO THE PLACE OF BEGINNING, AS SAID PLACE OF BEGINNING SAID LINE “A” HAVING A LOWER ELEVATION OF 50.98 FEET AND AN UPPER ELEVATION OF 59.65 FEET RESPECTIVELY ABOVE EVANSTON CITY DATUM; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST LONG AN INCLINE PLANE 9.25 FEET TO A POINT ON SAID LINE “B”, SAID LINE “B” HAVING LOWER ELEVATION OF 50.80 FEET AND AN UPPER ELEVATION OF 59.47 FEET AND AN UPPER ELEVATION OF 63.44 FEET RESPECTIVELY ABOVE
EVANSTON CITY DATUM; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID LINE “F”, SAID LINE “F” HAVING A LOWER ELEVATION OF 54.77 FEET AND AN UPPER ELEVATION OF 63.44 FEET RESPECTIVELY ABOVE EVANSTON CITY ELEVATION OF 54.77 FEET AND AN UPPER ELEVATION 63.44 FEET RESPECTIVELY ABOVE EVANSTON CITY DATUM FOR A DISTANCE OF 52.75 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG AN INCLINE PLANE 194.66 FEET TO A POINT ON SAID LINE “C”, SAID LINE “C” HAVING A LOWER ELEVATION OF 50.81 FEET AND AN UPPER ELEVATION OF 59.48 FEET RESPECTIVELY ABOVE EVANSTON CITY DATUM; THENCE NORTH 60 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG AN INCLINE PLANE 30.57 FEET TO A POINT ON SAID LINE “E”, SAID LINE “E” HAVING A LOWER ELEVATION OF 51.12 FEET AND AN UPPER ELEVATION OF 59.79 FEET RESPECTIVELY ABOVE EVANSTON CITY DATUM; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG AN INCLINE PLANE 11.84 FEET TO A POINT ON SAID LINE “B”, SAID LINE “B” HAVING A LOWER ELEVATION OF 50.80 FEET AND AN UPPER ELEVATION OF 59.47 FEET RESPECTIVELY ABOVE EVANSTON CITY DATUM; THENCE CONTINUING SOUTH 60 DEGREES 00 MINUTES 00 SECONDS WEST ALONG AN INCLINE PLANE 18.51 FEET TO THE PLACE OF BEGINNING, SAID PLACE OF BEGINNING BEING ON SAID LINE “A”; SAID LINE “A”: HAVING A LOWER ELEVATION 50.98 FEET AND AN UPPER ELEVATION OF 59.65 FEET RESPECTIVELY, ABOVE EVANSTON CITY DATUM AS AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 6: GARAGE LEVEL 5

THE PROPERTY SPACE AND A PORTION OF A MULTI-STORY BIDING AT THE NORTHEASTERLY CORNER OF CHURCH STREET AND CHICAGO AVENUE, EVANSTON, ILLINOIS AND KNOWN AS CHURCH STREET PLAZA LYING THE BOUNDARIES PROJECTED VERTICALLY UPWARD FROM THE SURFACE OF THE EARTH OF THAT PART OF LOT 1 IN THE CITY OF EVANSTON’S CONSOLIDATION OF ALL THAT PART OF LOT 1 IN PLAT OF CONSOLIDATION OF THE SOUTH 12.00 FEET OF LOT 3 AND ALL OF LOTS 4, 5, 6, 7, 8, 9, AND 10 TOGETHER WITH ALL THAT PART OF LOT 2 AND LOT 3 (EXCEPT THE SOUTH 12.0 FEET THEREOF) ALL IN BLOCK 14 IN EVANSTON, IN THE EAST HALF OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, THE EASTERLY LINE OF SAID CHICAGO AVENUE BEARING NORTH 0 DEGREES, 00 MINUTES, 00 SECONDS EAST OF THE PURPOSE OF THIS DESCRIPTION, THE FOLLOWING DESCRIBED PROPERTY, SPACE AND BUILDING PORTION THEREOF LYING ABOVE EVANSTON CITY DATUM AS HEREAFTER DESCRIBED WITH EACH COURSE AND DISTANCE AND WHICH LIES BELOW A HORIZONTAL PLANE 75.48 FEET ABOVE EVANSTON CITY DATUM, SAID PARCEL 6 BEING COMPRISED OF 4 SUB-PARCELS, ALL OF WHICH LIE ABOVE AND BELOW EVANSTON CITY DATUM AS HERETOFORE MENTIONED, AND ARE LOCATED AND DESCRIBED AS FOLLOWS:
SUB-PARCEL A OF PARCEL 6:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 1 IN SAID CITY OF EVANSTON’S CONSOLIDATION, SAID SOUTHWESTERLY CORNER ALSO BEING THE NORTHWESTERLY CORNER OF SAID CHURCH STREET AND CHICAGO AVENUE; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 1 AND THE EASERLY LINE OF SAID CHICAGO AVENUE 42.29 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG A HORIZONTAL PLANE 2.64 FEET, SAID HORIZONTAL PLANE HAVING A CONSTANT ELEVATION OF 60.35 FEET ABOVE EVANSTON CITY DATUM; THENCE NORTH 00 DEGREES 00 MINUTES, 00 SECONDS EAST ALONG AN INCLINE PLANE 49.17 FEET TO A POINT, SAID POINT HAVING AN ELEVATION OF 59.41 FEET ABOVE EVANSTON CITY DATUM; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG AN INCLINE PLANE 195.12 FEET TO A POINT, SAID POINT HAVING AN ELEVATION OF 63.44 FEET ABOVE EVANSTON CITY DATUM; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG A HORIZONTAL PLANE 52.75 FEET, SAID HORIZONTAL PLANE HAVING A CONSTANT ELEVATION OF 63.44 FEET ABOVE EVANSTON CITY DATUM; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG AN INCLINE PLANE 56.30 FEET TO A POINT, SAID POINT HAVING AN ELEVATION OF 59.41 FEET ABOVE EVANSTON CITY DATUM; THENCE CONTINUING SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG AN INCLINE PLANE 195.12 FEET TO A POINT, SAID POINT HAVING AN ELEVATION OF 60.51 FEET ABOVE EVANSTON CITY DATUM, IN COOK COUNTY, ILLINOIS.

SUB-PARCEL B OF PARCEL 6:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 1 IN SAID CITY OF EVANSTON’S CONSOLIDATION, SAID SOUTHWESTERLY CORNER ALSO BEING THE NORTHWESTERLY CORNER OF SAID CHURCH STREET AND CHICAGO AVENUE; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 1 AND THE EASERLY LINE OF SAID CHICAGO AVENUE, 42.29 FEET; HENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST 96.06 FEET TO THE PLACE OF BEGINNING, SAID PLACE OF BEGINNING HAVING AN ELEVATION OF 60.51 FEET ABOVE EVANSTON CITY DATUM; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG A HORIZONTAL PLANE 50.00 FEET TO THE PLACE OF BEGINNING, SAID HORIZONTAL PLANE HAVING A CONSTANT ELEVATION OF 60.51 FEET ABOVE EVANSTON CITY DATUM, IN COOK COUNTY, ILLINOIS.
SECONDS ALONG AN INCLINE PLANE 24.79 FEET TO A POINT, SAID POINT HAVING AN ELEVATION OF 55.02 FEET ABOVE EVANSTON CITY DATUM; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG A HORIZONTAL PLANE 10.0 FEET, SAID HORIZONTAL PLANE HAVING A CONSTANT ELEVATION OF 55.02 FEET ABOVE EVANSTON CITY DATUM; THENCE SOUTH 60 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG AN INCLINE PLANE 24.79 FEET TO A POINT, SAID POINT HAVING AN ELEVATION OF 55.28 FEET ABOVE EVANSTON CITY DATUM; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG AN INCLINE PLANE 224.60 FEET TO A POINT, SAID POINT HAVING AN ELEVATION OF 60.14 FEET ABOVE EVANSTON CITY DATUM; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG AN INCLINE PLANE 19.42 FEET TO A POINT, SAID POINT HAVING AN ELEVATION OF 60.64 FEET ABOVE EVANSTON CITY DATUM; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG A HORIZONTAL PLANE HAVING A CONSTANT ELEVATION OF 60.64 FEET ABOVE EVANSTON CITY DATUM; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG A HORIZONTAL PLANE 35.64 FEET TO THE PLACE OF BEGINNING, SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 60.64 FEET ABOVE EVANSTON CITY DATUM IN COOK COUNTY, ILLINOIS.

SUB-PARCEL C OF PARCEL 6:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 1 IN SAID CITY OF EVANSTON’S CONSOLIDATION, SAID SOUTHWESTERLY CORNER ALSO BEING THE NORTHWESTERLY CORNER OF SAID CHURCH STREET AND CHICAGO AVENUE; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE WESTERLY LINE OF SAID CHICAGO AVENUE 293.71 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST 43.31 FEET TO THE PLACE OF BEGINNING, SAID PLACE OF BEGINNING HAVING AN ELEVATION OF 54.77 FEET ABOVE EVANSTON CITY DATUM; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG AN INCLINE PLANE 244.31 FEET TO A POINT, SAID POINT HAVING AN ELEVATION OF 60.37 FEET ABOVE EVANSTON CITY DATUM; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG A HORIZONTAL PLANE 2.64 FEET, SAID HORIZONTAL PLANE HAVING A CONSTANT ELEVATION OF 60.37 FEET ABOVE EVANSTON CITY DATUM; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG AN INCLINE PLANE 7.11 FEET TO A POINT, SAID POINT HAVING AN ELEVATION OF 60.62 FEET ABOVE EVANSTON CITY DATUM; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG A HORIZONTAL PLANE 50.11 FEET, SAID HORIZONTAL PLANE HAVING A CONSTANT ELEVATION OF 60.62 FEET ABOVE EVANSTON CITY DATUM; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG AN INCLINE PLANE 251.42 FEET TO A POINT, SAID POINT HAVING AN ELEVATION OF 54.77 FEET ABOVE EVANSTON CITY DATUM; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG A HORIZONTAL PLANE 52.75 FEET TO
THE PLACE OF BEGINNING, SAID HORIZONTAL PLANE HAVING A CONSTANT ELEVATION OF 54.77 FEET ABOVE EVANSTON CITY DATUM, IN COOK COUNTY, ILLINOIS.

SUB-PARCEL D OF PARCEL 6:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 1 IN SAID CITY OF EVANSTON’S CONSOLIDATION, SAID SOUTHWESTERLY CORNER ALSO BEING THE NORTHEASTERLY CORNER OF SAID CHURCH STREET AND CHICAGO AVENUE; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 1 AND THE EASTERLY LINE OF SAID CHICAGO AVENUE 286.31 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST 96.06 FEET TO THE PLACE OF BEGINNING, SAID PLACE OF BEGINNING HAVING AN ELEVATION OF 63.95 FEET ABOVE EVANSTON CITY DATUM; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG AN INCLINE PLACE 202.52 FEET TO A POINT, SAID POINT HAVING AN ELEVATION OF 59.50 FEET ABOVE EVANSTON CITY DATUM; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG AN INCLINE PLACE 56.30 FEET TO A POINT, SAID POINT HAVING AN ELEVATION OF 60.62 FEET ABOVE EVANSTON CITY DATUM; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG A HORIZONTAL PLANE 35.64 FEET ABOVE EVANSTON CITY DATUM; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG A HORIZONTAL PLANE 35.64 FEET, SAID HORIZONTAL PLANE HAVING A CONSTANT ELEVATION OF 60.62 FEET ABOVE EVANSTON CITY DATUM; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG AN INCLINE PLANE 19.42 FEET TO A POINT HAVING AN ELEVATION OF 60.23 FEET ABOVE EVANSTON CITY DATUM; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG A HORIZONTAL PLANE 17.34 FEET, SAID HORIZONTAL PLANE HAVING A CONSTANT ELEVATION OF 60.23 FEET ABOVE EVANSTON CITY DATUM, THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG AN INCLINE PLANE 36.88 FEET TO A POINT, SAID POINT HAVING AN ELEVATION OF 59.50 FEET ABOVE EVANSTON CITY DATUM; THENCE CONTINUING SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG AN INCLINE PLANE 202.50 FEET TO A POINT, SAID POINT HAVING AN ELEVATION OF 63.95 FEET ABOVE EVANSTON CITY DATUM; THENCE NORTH 60 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG AN INCLINE PLANE 24.79 FEET TO A POINT, SAID POINT HAVING AN ELEVATION OF 63.96 FEET ABOVE EVANSTON CITY DATUM; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG A HORIZONTAL PLANE 10.00 FEET, SAID HORIZONTAL PLANE HAVING A CONSTANT ELEVATION OF 63.96 FEET ABOVE EVANSTON CITY DATUM; THENCE SOUTH 60 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG AN INCLINE PLANE 24.79 FEET TO THE PLACE OF BEGINNING, SAID PLACE OF BEGINNING HAVING AN ELEVATION OF 63.95 FEET ABOVE EVANSTON CITY DATUM IN COOK COUNTY, ILLINOIS.
PINS: 11-18-400-028-0000; 11-18-400-032-0000; 11-18-400-023-0000; 11-18-400-024-0000; 11-18-400-025-0000; 11-18-400-022-0000; 11-18-400-026-0000; 11-18-400-030-0000

ADDRESS: 525 WEST CHURCH STREET, EVANSTON, ILLINOIS 60201
Memorandum

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

From: Erika Storlie, Director of Administrative Services
      Rickey A. Voss, Parking/Fleet Manager

Subject: Resolution 12-R-17, Authorizing the City Manager to Enter into a One Year Parking Lease Agreement for One Hundred and Fifty Parking Spaces at the 1800 Maple Avenue Parking Garage with Northwestern University

Date: January 24, 2017

Recommended Action:
Staff recommends that the City Council adopt Resolution 12-R-17 authorizing the City Manager to enter into a one-year parking lease for 150 spaces at the Maple Avenue Garage with Northwestern University, 633 Clark, Evanston, IL 60208 effective March 1, 2017 – February 28, 2018.

Funding Source:
Parking Fund Revenue
505.19.7037.53510 Projected annual revenue $171,000

Livability Benefit:
Built Environment: Provide compact and complete streets and neighborhoods.

Background:
In November of 2016, Northwestern University indicated a desire to enter into a one-year parking lease with the City of Evanston to park 150 vehicles at the 1800 Maple Avenue parking garage. The requested lease is designed to provide additional parking for construction workers at various campus sites. The selection of the garage is based on the close proximity to the Northwestern University campus.

The following table provides an overview of projected revenues associated with monthly permits based on an approval of 150 permits per month. The proposed lease will allow the City to raise rates in accordance with other increases for parking at the Maple Avenue or other City owned parking garages.
The average occupancy rate at the 1800 Maple Avenue garage from January 1, 2016 –
December 31, 2016 at 10 a.m. had risen 2% from 2015 rate of 38% to a 2016 rate of 40%,
while the 2 p.m. rate rose 3% from a 2015 rate of 48% to a 2016 rate of 51%. The following table provides the average occupancy rates for the 1400 available parking
spaces at the Maple Avenue garage over the past 3 years and an estimated occupancy rate for the next 4 years.

<table>
<thead>
<tr>
<th>Year</th>
<th>Average Car Count at 10:00 am</th>
<th>Average Car Count at 2:00 pm</th>
<th>Occupancy per 1400 Spaces at 10:00 am</th>
<th>Occupancy per 1400 Spaces at 2:00 pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>589</td>
<td>267</td>
<td>42%</td>
<td>19%</td>
</tr>
<tr>
<td>2015</td>
<td>535</td>
<td>670</td>
<td>38%</td>
<td>48%</td>
</tr>
<tr>
<td>2016</td>
<td>565</td>
<td>711</td>
<td>40%</td>
<td>51%</td>
</tr>
<tr>
<td>2017</td>
<td>583</td>
<td>734</td>
<td>42%</td>
<td>52%</td>
</tr>
<tr>
<td>2018</td>
<td>602</td>
<td>758</td>
<td>43%</td>
<td>54%</td>
</tr>
<tr>
<td>2019</td>
<td>622</td>
<td>783</td>
<td>44%</td>
<td>56%</td>
</tr>
<tr>
<td>2020</td>
<td>642</td>
<td>808</td>
<td>46%</td>
<td>58%</td>
</tr>
</tbody>
</table>

Forecast for the next five years at a 3.25% increase in occupancy per previous year’s daily average.

The 150 spaces to be leased to Northwestern University through this agreement equals
approximately 11% of the total 1400 spaces available. The City of Evanston and
Northwestern University would maintain the right to negotiate lease renewals on an
annual basis.

Attachments:
Resolution 12-R-17
Lease
12-R-17

A RESOLUTION

Authorizing the City Manager to Enter into a One Year Parking Lease Agreement for One Hundred and Fifty Parking Spaces at the 1800 Maple Avenue Parking Garage with Northwestern University

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

SECTION 1: The City Manager is hereby authorized and directed to sign a one (1) year parking lease (March 1, 2017 through February 28, 2018) (the “Lease”) by and between the City and Northwestern University for one hundred and fifty (150) parking spaces at 1800 Maple Avenue. The Lease is attached hereto as Exhibit 1 and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional terms and conditions of said Lease that he deems to be in the best interests of the City.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.

______________________________
Elizabeth B. Tisdahl, Mayor

Attest:

______________________________
Rodney Greene, City Clerk

Adopted: _________________, 2017
EXHIBIT 1

PARKING LEASE AGREEMENT
PARKING LEASE AGREEMENT
FOR PARKING IN THE 1800 MAPLE AVENUE GARAGE BETWEEN

THE CITY OF EVANSTON

AND

NORTHWESTERN UNIVERSITY
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PARKING LEASE AGREEMENT

1. Date and Parties. This Parking Lease Agreement (“Agreement”) is made on this _____ day of ______________ 2017 (the “Lease Commencement Date”), by and between the City of Evanston, an Illinois municipal corporation (“City” or “Landlord”), and Northwestern University (“Northwestern” or “Tenant”).

2. Leased Premises. Landlord is the fee owner of certain property legally described in Exhibit A, attached hereto and incorporated herein, and commonly known as 1800 Maple Avenue, Evanston, Illinois 60201 (“Property”), which Property is improved with a parking garage (“Parking Garage”). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord one hundred and fifty (150) covered garage parking spaces at 1800 Maple Avenue, Evanston, Illinois; the one hundred and fifty (150) covered parking spaces shall be referred to as the “Leased Premises.” The Leased Premises are being operated and managed by SP Plus Corporation (“SP Plus” “Management Company”).

3. Lease Term. The initial term of this Lease shall start on the Lease Commencement Date and continue for one (1) year, or twelve (12) months (the “Initial Term”). Subject to the notice requirements of this Agreement, and provided that at the time of such notice the Tenant is not then in Default (as herein defined) under the terms of this Lease, the Tenant is hereby granted the right (each, a “Renewal Option”) to renew the Initial Term of this lease in one (1) year term increments (each, a “Renewal Term”). The Tenant shall exercise each Renewal Option, if at all, by noticing the Landlord in writing of its intent to renew within sixty (60) days of the expiration of the then current term. All of the terms and provisions of this Lease shall apply to each Renewal Term.

In the event the Tenant timely exercises a Renewal Option, the Landlord and the Tenant each agree to execute an amendment to this Lease in a form reasonably acceptable to both Parties reflecting the extension of the term by the Renewal Term. If no Renewal Option is exercised by the Tenant, the term of this Lease shall end on the last day of the twelve month, unless terminated at an earlier date.

4. Rent. The Tenant agrees to pay the Landlord as a lease fee the standard parking rent (“Rent”) for the parking spots located at 1800 Maple Avenue in monthly installments of $95.00 per parking spot on or before the first day of each and every successive month during the Lease Term. All Rent and other charges due under this Lease shall be made payable to SP Plus. Landlord may, in its sole discretion, change the Rent at any time during the Term by giving Tenant no less than thirty (30) days prior written notice. Notwithstanding anything to the contrary in this Agreement, changes to the Rent made pursuant to this Section shall not require a written amendment to this Agreement and shall be deemed effective upon Tenant’s receipt of Landlord’s notice as required in this Section.

5. Proximity Card. Tenant shall be issued a total number of proximity cards equivalent to the total number of parking spaces required by the Tenant as provided for in this Agreement. The Proximity cards will be supported by License Plate Recognition.
The cost of the proximity cards shall be at the Tenant’s sole expense and shall be provided by the Landlord. Tenant is solely responsible for maintaining and insuring proper use of all proximity cards. Any attempt to manipulate or circumvent any parking procedures or the provisions of this Agreement may result in immediate revocation of parking privileges. Tenant acknowledges that the proximity card must be used upon entry and exit to the 1800 Maple Avenue garage. Absent such use, Tenant may be subject to the daily parking rate for said facility. Tenant acknowledges that a replacement charge for lost or damaged proximity cards will be imposed by Landlord at the Tenant’s sole expense.

6. **Non-Exclusive Use:** Tenant shall have non-exclusive use of the Leased Premises only for parking purposes. The Tenant acknowledges and agrees that only intended and registered users of 1800 Maple Avenue, Evanston, Illinois will be permitted to use the parking spaces located on the Leased Premises. Vehicles parked in the aforesaid parking lot located at 1800 Maple Avenue that are not registered will be subject to being ticketed and/or towed.

7. **Renewal.** Tenant must notify Landlord, in writing, of its desire to renew the Agreement within 120 days of expiration of the term. The parties will negotiate the lease and enter into a new and separate agreement.

Following the expiration of the one (1) year anniversary of the Agreement, the Agreement can be modified every year thereafter but not before, during any calendar year in the preceding one (1) year term per the annual parking report. Any amendments to the number of parking spaces leased from the Landlord or any other amendments to the Agreement, including term extensions, shall be approved by the City Council as an amendment to the Agreement.

8. **Compliance with Law.** Tenant shall not use the Leased Premises, or permit anything to be done in or about the Leased Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

9. **Landlord Repair Responsibility.** Landlord shall repair and maintain the Leased Premises, including snow removal, paving, repair of potholes, and curb cuts. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance if need for such repair is due to the neglect on the part of the Tenant. Tenant shall provide Landlord with written notice of any repairs needed and Landlord shall address said repair(s) within a reasonable time to be agreed between City and Tenant. There shall be no abatement of Rent, and no liability of Landlord by reason of any injury to, or interference with, Tenant’s business arising from the making of any repairs, alterations or improvements in or to any portion of the Leased Premises or in or to fixtures, appurtenances and equipment therein. The provisions of this section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain.
10. **Tenant Alterations.** Except as otherwise specifically provided in this Lease, Tenant shall not, at any time during the Lease Term, make any alterations, decorations, additions, or improvements to the Leased Premises (hereinafter collectively referred to as “Alterations”), without Landlord’s prior written consent, which shall not be unreasonably withheld. In the event that Landlord consents to the performance of any such Alterations, Landlord may impose on Tenant whatever requirements or conditions Landlord may deem appropriate in connection with the performance of such Alterations (e.g. insurance, performance bond, lien waivers, plans and specifications, permits and licenses).

11. **Utilities.** Landlord shall be responsible for and pay for all utilities supplied to the Leased Premises.

12. **Liens.** Tenant shall not cause or permit any mechanic’s lien to be filed against the Leased Premises by reason of, or due to, or as a result of, any work, labor, services, or materials performed at, or furnished to, the Leased Premises, to Tenant, or to anyone holding the Leased Premises through or under Tenant. If any such mechanic’s lien shall at any time be filed, Tenant shall immediately cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise; provided, however, that Tenant shall have the right to contest any and all such liens provided security which is satisfactory to Landlord, in its sole discretion, is deposited with Landlord and such lien is dismissed within sixty (60) days from the filing date of said lien. Subject to the immediately preceding sentence, in the event that Tenant fails to cause any such lien to be discharged within thirty (30) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due, or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord, together with all costs and expenses (including, but not limited to, reasonable attorney’s fees), incurred by Landlord in procuring the discharge of such lien, shall be deemed to be additional rent and shall immediately become due and payable by Tenant to Landlord on the first day of the next following month.

13. **Insurance to be Maintained by Tenant.** Tenant shall, at its sole cost and expense, at all times during the Term obtain and pay for and maintain in full force and effect the following insurance policy or policies:

(a) **“All-Risk” Property Coverage.** “All Risk” property insurance on a replacement cost basis, covering all of the Tenant’s personal property, merchandise, trade fixtures, furnishings and equipment, and all leasehold improvements installed in the Leased Premises by, or on behalf of, Tenant in an amount not less than the full replacement cost of all such property.

(b) **Liability Coverage.** Commercial general public liability to comply with any conditions of this Lease, umbrella liability insurance, covering Tenant against any claims arising out of liability for bodily injury and death and personal injury and property damage occurring in and about the Leased Premises, and otherwise resulting from any acts and operations of Tenant, its agents and employees, with limits of not less than a
total combined single limit of $1,000,000.00 per occurrence and $2,000,000.00 annual general aggregate. Such insurance shall include, inter alia: (i) “occurrence” rather than “claims made” policy forms; (ii) all insurable liability assumed by the Tenant under the terms of this Lease; (iii) premises medical expenses in an amount not less than $5,000.00 per person, per accident; (iv) the Landlord and any other parties designated by Landlord (including, but not limited to, its beneficiary, its general partners and its managing agent) shall be designated as additional insured(s); and (v) severability of insured parties.

(c) **Workers’ Compensation Coverage.** Workers’ compensation and employer’s liability insurance in the state of Illinois. A Copy of Liability insurance Certificate required pursuant to this Paragraph shall be delivered to Landlord prior to the Rent Commencement Date. If Tenant fails to submit such certificate to Landlord within the specified time, or otherwise fails to obtain and maintain insurance coverage in accordance with this Paragraph then Landlord, at Landlord’s sole option, may, but shall not be obligated to, procure such insurance on behalf of, and at the expense of, the Tenant, and if Landlord exercises such right and expends any funds to obtain such insurance, Tenant shall reimburse Landlord for such amounts upon demand, it being understood that any such sums for which Tenant is required to reimburse Landlord shall constitute additional Rent under this Lease.

14. **Casualty/Restoration.** In the event the Leased Premises are damaged by fire, explosion or any other casualty to the extent which is less than twenty-five percent (25%) of the full replacement cost of the Leased Premises and none of the events described in the next succeeding sentence of this Paragraph shall have occurred, the damage shall be repaired by Landlord within a reasonable time period thereafter, and that in no event shall Landlord be required to repair or replace Tenant’s signage, fixtures and any work performed by Tenant. In the event of any such damage by fire, explosion or any other casualty, and (a) Landlord is not required to repair as hereinabove provided, or (b) the Leased Premises are damaged to the extent of twenty-five percent (25%) or more of the full replacement cost of the Leased Premises, Landlord may elect either to (i) repair or rebuild the Leased Premises or the building or buildings respectively, or (ii) terminate this Lease. Tenant shall also have the right to terminate the lease, if damage due to any of the above exceeds 25% of the aggregate full replacement cost. Landlord shall make such election by giving notice of such election in writing to Tenant within ninety (90) days after the date of the event causing the damage. If Landlord is required or elects to repair the Leased Premises as herein provided, Tenant shall promptly commence and diligently complete ‘Tenant’s work), at Tenant’s expense. Tenant’s rent shall be abated during this period.

15. **Eminent Domain.**

(a) **More than 50% Taken:** If 50 percent (50%) or more of the Premises are taken for a public or quasi-public use, this lease will terminate as of the date of the physical taking, and the Parties will be released from all further liability.

(b) **Less than 50% Taken:** If the taking affects less than 50 percent of the Premises, the Landlord will, with reasonable diligence, proceed at Landlord’s expense to repair the
Premises and place them in tenantable condition within 90 days after the date of the actual physical taking.

(c) **Abatement of Rent:** During any repair, Tenant will be required to pay only that part of the fixed minimum monthly rental as the area of the tenantable Premises remaining during repairs bears to the entire area leased. On completion of repairs, the fixed minimum monthly rental will be adjusted in proportion to the repaired area, and Tenant will be required to pay the adjusted fixed minimum monthly rental in accordance this Agreement.

(d) **Right to Condemnation Award:** Any award made in any condemnation proceeding for the taking of any part of the Premises will be the sole property of Landlord.

16. **Assignment, Subletting and Ownership.** Any attempt or purported transfer, assignment, subletting, mortgage, or agreement (hereinafter collectively referred to as a “Transfer”) without Landlord’s and Management Company’s prior written consent shall be void and of no force or effect and shall not confer any interest or estate in the purported transferee. However, Tenant shall remain liable for any and all rents and monies due Landlord up to and including the date of such termination and shall not be relieved of its obligations and responsibilities to pay all amounts due to Landlord.

17. **Signs.** Tenant may not erect or install any signage, of any nature or design, without Landlord’s prior written consent and without following the submission and approval process set forth in the City Code.

18. **Surrender of Leased Premises.** Tenant shall, at its sole cost and expense, remove, at the termination of this Lease (by lapse of time or otherwise), remove such of the alterations and additions and signs made or installed by Tenant as Landlord may request; repair any damage caused by such removal.

19. **Indemnification.** Except as otherwise provided in this Agreement, Tenant shall protect, indemnify and save Landlord and its officers, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from injury to persons or damage to property on the Leased Premises, arising out of or in connection with Tenant’s use or occupancy of the Leased Premises or Tenant’s activities on the Leased Premises, or contracts entered into for work on the Leased Premises, or arising from any negligent or willful act of Tenant. Tenant shall pay for all of Landlord’s costs of suit and attorneys’ fees and expenses.

20. **Holdover.** On the last day of the Lease Term, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises, Tenant shall quit and surrender the Premises to Landlord “broom-clean” and in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this Lease, and Tenant shall remove all of the Tenant’s personal property therefrom, except as otherwise expressly provided in this Lease. If
Tenant remains in possession after the Expiration Date or after any earlier termination date of this Lease or of the Tenant’s right to possession (a) Tenant shall be deemed a tenant at will; (b) Tenant shall pay hundred percent (100%) of the Minimum Rent last prevailing hereunder, (c) there shall be no renewal or extension of this Lease by operation of law, and (d) the tenancy at will may be terminated upon thirty (30) days’ notice from Landlord; or, at the sole option of Landlord expressed by written notice to Tenant, but not otherwise, such holding over shall constitute a renewal of this Lease for a period of one (1) year on the same terms and conditions as provided in this Lease, except that the Minimum Rent shall be as specified in this Paragraph.

21. **Tenant Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

   (a) If Tenant fails to pay any Rent or any other charges required to be paid by Tenant; or

   (b) If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of any such default is such that the same cannot be cured within thirty (30) days, Tenant shall have such additional period of time as may be necessary to cure such default provided that it commences to cure said default within the thirty (30) day period and proceeds diligently thereafter to complete such cure, and provided further that such default is cured within one hundred and twenty (120) days from the date of Landlord’s notice to Tenant; or

   (c) If in any proceeding or action which Tenant is a party, a Trustee, or receiver, agent or custodian is appointed to take charge of the Leased Premises or Tenant’s Property (or has the authority to do so) for the purpose of enforcing a lien against the Leased Premises or Tenant’s Property; or

   (d) Tenant, or its employees while working at the Leased Premises, commits any crime which constitutes a misdemeanor or felony; or

   (e) Tenant shall fail to maintain the insurance coverage as set forth herein; or

   (g) Tenant shall make a general assignment the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy.

22. **Landlord’s Remedies.** In the event of Tenant’s default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord’s option, upon giving notice to tenant, to do the following:
(a) **Remedies.** In the event of any breach of this Lease by Tenant, Landlord at its option, and after the proper notice may, in addition to all other rights and remedies provided in this Lease, at law or in equity to terminate this Lease and Tenant’s right of possession of the Leased Premises, and recover all damages to which Landlord is entitled under law.

(b) Landlord may, at Landlord’s option, enter into the Leased Premises, remove Tenant’s signs and other evidences of tenancy. Any such property of the Tenant not retaken from storage by the Tenant within thirty (30) days after the end of the Term, however terminated, shall be conclusively presumed to have been conveyed by the Tenant to the Landlord under this Lease as a bill of sale, without further payment or credit by the Landlord to the Tenant.

23. **Time is of the Essence.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor, and all provisions herein and all provisions relating thereto, shall be strictly construed.

24. **Successors and Assigns.** All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. No third party, other than such heirs, legal representatives, successors and assigns, shall be entitled to enforce any or all of the provisions of this Lease or shall have any rights hereunder whatsoever.

25. **Quiet Enjoyment.** Upon Tenant paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant’s part to be observed and performed hereunder, Tenant shall have quiet possession of the Leased Premises for the entire Lease Term hereof, subject to all the provisions of this Lease.

26. **Prior Agreements/Amendments.** This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

27. **Sale of Premises.** In the event of any sale of the Leased Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Leased Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.
28. **Notices.** Notices and demands required or permitted to be given hereunder shall be given by personal delivery or reputable overnight courier (such as Federal Express), or registered or certified mail to:

Tenant: Northwestern University  
Attn: ______________________  
633 Clark Street  
Evanston, IL 60201

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

with a copy to: City of Evanston  
Attn: Corporation Counsel  
2100 Ridge Avenue  
Evanston, IL 60201

29. **Tenant and Landlord Mutual Environmental Indemnity.**

(a) Definitions. For purposes of this Paragraph, “hazardous substance” means any matter giving rise to liability under the Resources Conservation Recovery Act (“RCRA”), 42 U.S.C. Section 901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 52 U.S.C. Sections 9601 et seq., the Illinois Environmental Protection Act (IEPA), or any common law theory based on nuisance or strict liability, including without limitation, petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any federal, state, county, municipal, local or other statutes, laws, ordinances and regulations.

(b) Prohibition. Tenant and Landlord shall not conduct or authorize the generation, transportation, storage, treatment or disposal, on the Leased Premises of any hazardous substance without prior written authorization by Landlord, which authorization may be withheld in Landlord’s sole discretion, and the Tenant’s failure to comply with the provisions of this paragraph shall constitute a default under this Lease.

(c) Remedial Action. If the presence, release, threat of release, placement on or in the Leased Premises, or the generation, transportation, storage, treatment, or disposal the Leased Premises of any hazardous substance due to the operation of tenants business: (i) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under RCRA, CERCLA, the IEPA, or any common law theory based on nuisance or strict liability, (ii) causes an adverse public health effect, or (iii) pollutes, or threatens to pollute, the environment, Tenant shall promptly take, at Tenant’s sole cost and expense, any and all remedial and removal action necessary to clean up the Leased
Premises, and mitigate exposure to liability arising from the hazardous substance, whether or not required by law.

(d) Indemnification of Landlord. Except as otherwise provided in this Agreement, Tenant shall protect, indemnify and save Landlord and its officers, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses from any and all environmental liability claims, specifically claims related to RCRA, CERCLA, the Clean Water Act, and claims of personal liability by third parties. Tenant shall pay for all of Landlord’s costs of suit and attorneys’ fees and expenses.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

LANDLORD:

CITY OF EVANSTON
An Illinois municipal corporation

By: ________________________________

Its: City Manager
Name: Wally Bobkiewicz

TENANT:

NORTHWESTERN UNIVERSITY

By: ________________________________

Its: 
Name: 

MANAGEMENT COMPANY

SP PLUS

By: ________________________________

Its: 
Name: 

318 of 476
EXHIBIT A
LEGAL DESCRIPTION

PARCEL 4 – PARKING

LOT 4 OF THE CHURCH MAPLE RESUBDIVISION BEING A RESUBDIVISION OF PART OF DEMPTER’S SUBDIVISION OF BLOCK 66 OF THE VILLAGE OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN THE CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK’S DIVISION OF UNSUBSIDIZED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS.

PINS: 11-18-117-004-0000

ADDRESS: 1800 MAPLE AVENUE, EVANSTON, ILLINOIS 60201
Memorandum

To: Honorable Elizabeth B. Tisdahl and Members of the City Council
   City Manager, Wally Bobkiewicz

From: Paul D'Agostino, Environmental Services Bureau Chief

Subject: Resolution 13-R-17 – Advocating for the Repeal of Preemption of Local Government Regulation of Pesticides

Date: February 1, 2017

Recommended Action:
Alderman Revelle and City Staff recommend City Council adoption of Resolution 13-R-17, which sets forth a position that the Illinois General Assembly should repeal the preemption of local government regulation of pesticides.

Livability Benefits:
Built Environment: Address indoor and outdoor air quality and light pollution
Natural Systems: Protect and restore natural ecosystems

Summary:
Chemicals used outdoors in Evanston impact neighbors, wildlife and our community. Some pesticides have raised significant human health and environmental concerns. For example, neonicotinoids are widely suspected to be major contributors to the collapse of pollinators, including native bees and honeybees. In addition, in March, 2016 Mayor Tisdahl proclaimed March 14 as “Monarch Butterfly Day” calling on the City to take steps improving habitat for monarch butterflies. As a part of this proclamation the Mayor committed the City to make changes to local ordinances relating to weeding, pesticide and herbicide use, mowing and landscaping. A change in regulation at the state level would allow the City to fulfill this commitment.

Currently, the Illinois state legislature controls the regulation of pesticides under the Illinois Pesticide Act, 415 ILCS 60/1 et seq. and preempts local measures. Home rule municipalities should be able to add more restrictive pesticide regulations within their jurisdictions. This resolution sets forth Evanston’s position and formally requests the Illinois General Assembly to reverse the state pre-emption of local government regulation contained in the Illinois Pesticide Act.

Attachments:
Resolution 13-R-17
A RESOLUTION

Urging the State of Illinois to Repeal Preemption of Local Regulation of Pesticides

WHEREAS, The City of Evanston in March 2016 issued a proclamation advocating for monarch butterflies and committing the City to take steps toward a healthy environment for pollinators, including planting more milkweed and encouraging pollinator gardens on public and private properties; and

WHEREAS, The City of Evanston has moved away from the use of synthetic pesticides and herbicides on the properties it manages, other than neonicotinoids to control emerald ash borer; and

WHEREAS, Evanston residents also have been advocating to encourage pollinator and bird habitats and to discourage the use of synthetic pesticides on private property; and

WHEREAS, In 1983, the State of Illinois adopted an amendment to the Illinois Pesticide Act of 1979, 415 ILCS 60/1 et seq., that prohibits local governments from regulating the registration, purchase, use, storage and disposal of pesticides; and

WHEREAS, In 1991, the United States Supreme Court ruled that, absent state law to the contrary such as exists in Illinois, federal pesticide law does not preempt local regulations of pesticides (Wisconsin Public Intervenor, et al., Petitioners v. Ralph Mortier, 501 U.S. 597); and

WHEREAS, In Wisconsin Public Intervenor, the U.S. Supreme Court held
that the federal statute that governs the registration, distribution, sale and use of
pesticides in the United States, Federal Insecticide, Fungicide, Rodenticide Act (FIFRA),
7 U.S.C. 6 §136 et seq., leaves local regulation of pesticides in the hands of local
authorities; and

WHEREAS, the 1983 Illinois law expressly prohibits local ordinances
regulating pesticides, thus making the aforementioned 1991 United States Supreme
Court decision not applicable in Illinois,

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

SECTION 1: The City of Evanston urges the General Assembly of the
State of Illinois to repeal the preemption of local government regulation of pesticides.

SECTION 2: The City of Evanston supports an amendment to the Illinois
Pesticide Act to provide for the right of local home rule governments to adopt pesticide
regulations that are more restrictive than State law.

SECTION 3: Resolution 13-R-17 shall be in full force and effect from and
after its passage and approval, in the manner provided by law.

______________________________
Elizabeth B. Tisdahl, Mayor

Attest:

______________________________
Rodney Greene, City Clerk

Adopted: _____________________, 2017
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: Resolution 3-R-17
   Bike Parking Project at Main Street CTA Station
   Construction Agreement with IDOT

Date: January 25, 2017

Recommended Action:
Staff recommends City Council adopt Resolution 3-R-17 authorizing the City Manager
to sign the Local Public Agency Agreement for Federal Participation with the Illinois
Department of Transportation (IDOT) to fund the local share of the construction costs of
the bike parking project at the Main Street CTA Station at Chicago Avenue.

Funding Source:
The project cost is estimated at $70,000 of which $56,000 (80%) will be paid for by the
federal Congestion Mitigation Air Quality (CMAQ) grant, and the remaining $14,000
(20%) will be the City’s share. Funding for this work will be from the CIP Fund 2017
General Obligation Bonds (Account 415.40.4117.65515 – 417020) for Bike
Infrastructure Improvements. Upon completion of the project, the Regional
Transportation Authority (RTA) will reimburse the City up to $14,000 for the local share
of construction.

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 Information:
The scope of the project includes the construction of concrete pads and installation of 40 bike racks at the Main Street CTA at Chicago Avenue. Staff has completed the planning and design of the proposed facilities. Since the project is located on CTA property, these plans have been reviewed and approved by the CTA. The CTA letter of approval is attached. The project has an estimated construction cost of $70,000.

The Local Agency Agreement for Federal Participation for Construction between IDOT and the City will need to approved and executed before proceeding further on this project. The project will be advertised for bid by IDOT, and construction is anticipated during the summer months of 2017.

Evanston has received a CMAQ grant for $56,000 (80%) for this project. The City’s share of the construction cost is $14,000 (20%), which RTA has agreed to reimburse upon completion of the project. This reimbursement was agreed to in an Intergovernmental Agreement with RTA that was authorized by the City Council in Resolution 15-R-16, approved on 3/14/16. Staff has also contracted construction engineering services separately from this agreement with Hampton, Lenzini and Renwick in the amount of $9,588. This will be paid for by 2017 GO Bonds from the Bike Infrastructure Improvements funding.

Legislative History:
Resolution 21-R-15 was approved by City Council on February 23, 2015, authorizing staff to submit grant application.
Resolution 15-R-16 was approved by the City Council on March 14, 2016, approving an intergovernmental agreement with RTA for the reimbursement of the City’s share of the construction cost up to $14,000.

Attachments:
Resolution 3-R-17 with Location Map and Local Public Agency Agreement
CTA Letter of Support
Aerial Plan View
3-R-17

A RESOLUTION

Authorizing the City Manager to Sign a Local Public Agency Agreement with the Illinois Department of Transportation for Federal Participation in the Construction of the Main Street CTA Station at Chicago Avenue Bike Parking Project

WHEREAS, the City of Evanston and the Illinois Department of Transportation (hereinafter “IDOT”), in the interest to promote bicycle commute to transit stations, desire to undertake construction services to build a bicycle parking facility at the Main Street CTA Station at Chicago Avenue in the City as depicted in Exhibit A, attached hereto and incorporated herein by reference, said services to be identified as State Section: 15-00275-01-MS, State Job: C-91-118-17, and Project Number: CMM-4003(851) and hereinafter referred to as the “PROJECT”; and

WHEREAS, the parties hereto are desirous of said PROJECT in that same will be of immediate benefit to the residents of the area and will be permanent in nature; and

WHEREAS, the PROJECT has been approved by IDOT to receive Federal Congestion Mitigation Air Quality (“CMAQ”) funds for eighty percent (80%) of the construction costs; and

WHEREAS, in order to obtain federal funding of local highway improvements, the City is required, under IDOT policies, to enter into an agreement for the funding of said local improvements; and

WHEREAS, the State of Illinois and the City of Evanston wish to avail themselves of Federal funds committed to improve this PROJECT; and
WHEREAS, the City Council of the City of Evanston has determined it is in the best interests of the City to enter into the local agency agreement with IDOT,

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

SECTION 1: The Local Public Agency Agreement for Federal Participation, attached hereto as Exhibit B and incorporated herein by reference, is hereby approved and, further, approves the construction cost of seventy thousand dollars ($70,000.00).

SECTION 2: The City hereby appropriates fourteen thousand ($14,000.00) from the Capital Improvement Program (“CIP”) fund for construction.

SECTION 3: The City Manager is hereby authorized to sign and the City Clerk hereby authorized to attest to the Local Agency Agreement for Federal Participation with the Illinois Department of Transportation, attached as Exhibit B.

SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement as may be determined to be in the best interests of the City.

SECTION 3: This Resolution 3-R-17 shall be in full force and effect from and after its passage and approval in the manner provided by law.

_______________________________
Elizabeth B. Tisdahl, Mayor

Attest:

_______________________________
Rodney Greene, City Clerk

Adopted:______________________, 2017
EXHIBIT A

Project Location Map
EXHIBIT B

Local Agency Agreement for Federal Participation
This Agreement is made and entered into between the above local public agency, hereinafter referred to as the “LPA”, and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as “STATE”. The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE’s policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as “FHWA”.

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<th>Construction</th>
<th>Engineering</th>
<th>Right-of-Way</th>
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</thead>
<tbody>
<tr>
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<td>Project Number</td>
<td>Job Number</td>
</tr>
<tr>
<td>C-91-118-17</td>
<td>CMM-4003(851)</td>
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<tr>
<td>Existing Structure No</td>
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<tr>
<th>Project Description</th>
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<td>The project consists of the construction of bicycl parking facility a the Main Street CTA Station on Chicago Avenue,</td>
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### Division of Cost

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<th>LPA</th>
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<th>Total</th>
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<tr>
<td>Non-Participating Construction</td>
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<tr>
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<td>Right of Way</td>
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<td>Railroads</td>
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<td>Utilities</td>
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MAXIMUM FHWA (TAP-SRTS) PARTICIPATION 80% NTE $56,000

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

### Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

### Method of Financing (State Contract Work Only)

**METHOD A---Lump Sum (80% of LPA Obligation)**

**METHOD B---** Monthly Payments of due by the of each successive month.

**METHOD C---LPA’s Share** Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)
Agreement Provisions

THE LPA AGREES:

(1) To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, and the STATE and the FHWA, if required.

(2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

(3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

(4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.

(5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and the FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.

(6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

(7) To maintain, for a minimum of 3 years after final project close-out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LPA agrees to cooperate fully with any audit conducted by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

(8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

(9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

(10) (State Contracts Only) That the method of payment designated on page one will be as follows:

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA’s estimated obligation incurred under this Agreement. The LPA will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based upon final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA’s estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method C - Progress Payments. Upon receipt of the contractor’s first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA’s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LPA on this or any other contract. The STATE, at its sole option, upon notice to the LPA, may place the debt into the Illinois Comptroller’s Offset System (15 ILCS 405/10.05) or take such other and further action as my be required to recover the debt.

(11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.

(12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.
(14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval be the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT’s District Bureau of Operations.

The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer’s Payment Estimates shall be in accordance with the Division of Cost on page one.

(15) And certifies to the best of its knowledge and belief its officials:
(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
(d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

(16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(17) (State Contracts) That execution of this agreement constitutes the LPA’s concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

(18) That for agreements exceeding $100,000 in federal funds, execution of this Agreement constitutes the LPA’s certification that:
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions;
(c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(19) To regulate parking and traffic in accordance with the approved project report.

(20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

(21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

(22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed $1,000,000 (five years if the project costs exceed $1,000,000).

(23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.

To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

(24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries; and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

(25) The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

(26) (Single Audit Requirements) That if the LPA expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA’s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (denoted by an “X” in the State Contract field at the top of page 1) are not included in a LPA’s calculation of federal funds expended by the LPA for Single Audit purposes.

(27) That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government’s trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/portal/public/SAM/#1.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: http://fedgov.dnb.com/webform.

THE STATE AGREES:

(1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA’s certification of compliance with Titles II and III requirements.

(2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.

(3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer’s Payment Estimates in accordance with the Division of Cost on page one.

(4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

(a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;

(b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

(1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.

(2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.

(3) This Agreement shall be binding upon the parties, their successors and assigns.

(4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA’s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for
enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE’s USDOT approved Disadvantaged Business Enterprise Program.

(5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

(6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

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<th>Number 1 – Location Map</th>
<th>Number 2 – LPA Appropriation Resolution</th>
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(Insert Addendum numbers and titles as applicable)

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Wally Bobkiewicz

Name of Official (Print or Type Name)

City Manager

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature) Date

The above signature certifies the agency’s TIN number is 36-6005870 conducting business as a Governmental Entity.

DUNS Number 074390907

**APPROVED**

State of Illinois

Department of Transportation

Randall S. Blankenhorn, Secretary

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.
December 7, 2016

Rajeev Dahal  
Senior Project Manager, Capital Planning & Engineering  
Public Works Agency, City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201

Re: Bike Parking Project  
CTA Main Street Station, Chicago Avenue

Dear Mr. Dahal,

The Chicago Transit Authority (CTA) has reviewed the pre-final plans to install concrete pads and bike racks at the CTA Main Street Station on Chicago Avenue. Per our review, we do not have any comments and approve the City of Evanston to proceed with implementation of the project in coordination with the Illinois Department of Transportation (IDOT). We understand the project is scheduled to be let by IDOT and constructed in 2017.

CTA is aware that this project is being funded through the Regional Transportation Authority (RTA) Access to Transit program and CMAQ grant.

Thank you for considering this and other efforts to improve access to transit.

Sincerely,

Michael Connelly
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: Resolution 10-R-17, CMAQ Grant Application for Emerson Street Traffic Signals Modernization Project

Date: January 30, 2017

Recommended Action:
Staff recommends City Council adopt Resolution 10-R-17 authorizing the City Manager
to apply for Congestion Mitigation and Air Quality (CMAQ) Grants for the Emerson
Street Signal Modernization Project.

Funding Source:
The estimated total construction cost of the Emerson Street Signal Modernization
Project is $1,100,000 of which $880,000 (80%) would be funded by CMAQ Grant funds.
The remaining estimated $220,000 for construction would be funded by the City. In
addition, the City would also need to fund the engineering services during construction,
estimated to cost $110,000. Funding for the City costs would be provided through
future General Obligation Bonds. Design engineering is being funded through funds
transferred to the CIP Fund as part of Ordinance 45-O-7 from the developer of the
Planned Unit Development located at 1890 Maple and 1881 Oak Avenue.

Livability Benefits:
Built Environment: Enhance public spaces; provide compact and complete streets and
neighborhoods
Climate & Energy: Reduce greenhouse gas emissions
Health & Safety: Improve emergency prevention and response

Background:
The Congestion Mitigation and Air Quality Control Program is a federally-funded
program of surface transportation improvements designed to improve air quality and
mitigate congestion. For traffic signal interconnect projects, CMAQ funds are now
available only for construction with the maximum federal share of 80%. Since previous
applications for funding to upgrade some of these signals along the Emerson Street
were not successful, staff recommends that City offer to fund the construction
engineering cost (estimated at $110,000) to have a favorable review of the funding request. Concept planning (Phase I Engineering) and final design (Phase II Engineering) costs are not eligible for federal funding and need to be funded by the City. These are currently under contract with Terra Engineering and are being funded through funds transferred to the CIP Fund as part of Ordinance 45-O-7 from the developer of the Planned Unit Development located at 1890 Maple and 1881 Oak Avenue.

The project involves signal modernization and fiber interconnection of three traffic signals at Emerson Street/Maple Avenue, Emerson Street/Elgin Road, and Elgin Road/Benson Avenue. It also involves signal modernization of one signal at Emerson Street/Dodge Avenue and eventual coordination with the signals at Ridge Avenue, Green Bay Road and Asbury Avenue.

The project will include the replacement of outdated controllers, new mast arm poles, traffic signal equipment, installation of loop detectors and fiber optic interconnect system. Pedestrian audible pedestrian signal will also be added at the intersections to improve the safety of pedestrians. It will also allow the traffic signals to be interconnected and coordinated to improve flow of traffic on Emerson.

Initial submittal of the grant application needs to be done by mid-February 2017, and Phase I Design Approval needs to be obtained from IDOT by May 2017 for funding consideration by CMAP.

Attachments:
Resolution 10-R-17
Project Location Map
A RESOLUTION

Authorizing the City Manager to Submit an Application for Grant Funds from the Congestion Mitigation and Air Quality Control Program for the Emerson Street Traffic Signal Modernization Project at Dodge Avenue, Maple Avenue, Elgin Road and Elgin Road/Benson Avenue

WHEREAS, the Congestion Mitigation and Air Quality Control (“CMAQ”) program, is a federal grant program operated by the Chicago Metropolitan Planning Agency (“CMAP”) in partnership with other state agencies, local governments, interest groups, and citizens, designed to enhance the transportation system and encourage more livable communities; and

WHEREAS, CMAQ funding can be requested to support projects that will mitigate transportation congestion, emission reduction, operational improvements, and mode shift, and

WHEREAS, the CMAQ Program funds eighty percent (80%) of the subject project cost and the remaining twenty percent (20%) must be matched by the respective program participant for the payment of construction and construction engineering costs; and

WHEREAS, the City is submitting a CMAQ application for the construction of the Emerson Street Traffic Signal Modernization Project at Dodge Avenue, Maple Avenue, Elgin Road and Elgin Road/Benson Avenue (hereinafter referred to as the “Project”); and

WHEREAS, the total Project construction cost is estimated to be one million one hundred thousand dollars ($1,100,000.00) and construction engineering cost
is estimated at one hundred ten thousand dollars ($110,000.00) and the City seeks to apply to CMAP for eight hundred eighty thousand dollars ($880,000.00) of CMAQ funds for the Project and the City’s match portion for the Project will be two hundred twenty thousand dollars ($220,000.00) for construction and one hundred ten thousand dollars ($110,000.00) for construction engineering,

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

SECTION 1: The City Manager is hereby authorized to submit the CMAQ Application for federal funds to CMAP and the City Clerk is hereby authorized and directed to attest, on behalf of the City of Evanston.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the application that he deems to be in the best interests of the City.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

______________________________
Elizabeth B. Tisdahl, Mayor

Attest:

______________________________
Rodney Greene, City Clerk

Adopted: ________________, 2017
Memorandum

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

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

Subject: Ordinance 1-O-17, Authorizing the City to Borrow Funds from the Illinois Environmental Protection Agency Water Pollution Control Loan Program

Date: January 26, 2017

Recommended Action:
Staff recommends adoption of Ordinance 1-O-17 authorizing the City to borrow funds from the Illinois Environmental Protection Agency (IEPA) Water Pollution Control Loan Program for the construction of the Large Diameter Sewer Rehabilitation - Mulford Street Part 2.

Funding Source:
This ordinance authorizes the City to borrow up to $600,000. The debt service will be paid from the Sewer Fund. A copy of the long-term sewer fund analysis is attached that includes this loan and the debt service for repayment.

Livability Benefits:
Built Environment: Manage water resources responsibly
Climate and Energy: Reduce material waste
Health and Safety: Enhance resiliency to natural and human hazards.

Background:
The City has 7.0 miles of 36-inch diameter and larger sewers that are constructed of brick or clay tile and are greater than 100 years old. The estimated cost to rehabilitate these sewers using a cured-in-place pipe (CIPP) lining process is $14.4 million.

The Public Works Agency has been successful in obtaining over $4.9 million in IEPA loans since 2012 that have funded the rehabilitation of over 2.7 miles of the 7.0 miles of large-diameter sewer in need of rehabilitation.
The work to be performed under this proposed project will rehabilitate approximately 835 feet of large-diameter sewer main. The sewer mains are located along the Mulford Street extension from west side of James Park to the North Shore Channel.

**Analysis:**
The IEPA has reviewed and approved the project, as indicated in the attached letter dated May 9, 2013, and has also issued a Categorical Exclusion from a detailed environmental review of the project. The attached approval letter from IEPA indicates a number of additional requirements prior to obtaining a loan commitment. Adoption of this ordinance authorizing the City to borrow the funds is one of those requirements.

**Legislative History:**
N/A

**Attachments:**
Proposed Ordinance 1-O-17
Sewer Fund analysis
Project Location Map
IEPA project approval letter dated May 9, 2013
1-O-17

AN ORDINANCE

Authorizing the City to Borrow Funds from the Illinois Environmental Protection Agency Water Pollution Control Loan Program

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

SECTION 1: Legislative Statement.

At the time of passage of this ordinance, the City of Evanston, Cook County, Illinois, ("City") operates its sewage collection system, including all property, real, personal, or otherwise owned or to be owned by the City or under the control of the City, and used for sewage collection purposes, as well as for any and all further extensions, improvements, and additions to the system; however, expressly excluding property which from time to time is deemed by the City to be no longer useful or necessary to the continued effective and efficient operation of the system or extensions, improvements or additions which are at the time of construction, acquisition and installation expressly excluded from the definition of system hereunder by the City, hereinafter referred to as “System,” and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and 30 ILCS 350/1 et seq., the Local Government Debt Reform Act, hereinafter collectively referred to as the “Act.”

The City Council has determined that it is advisable, necessary and in the best interests of public health, safety and welfare to improve the System. Said improvements include the following:
Large diameter sewer rehabilitation will be addressed by installing a cured-in-place pipe line for approximately 835 feet of 60-inch diameter in size to service the combined sewer on the Mulford Street right-of-way extension west of James Park. The expected useful life of said rehabilitated sewers is estimated at 100 years. All improvements are to be constructed in accordance with the plans and specifications prepared by the City of Evanston Professional Engineer registered staff. All work herein described shall be referred to as the “Project”.

The estimated cost of constructing and installing the Project, including engineering, legal, financial, and other related expenses is six hundred thousand dollars ($600,000) and there are insufficient funds on hand and lawfully available to pay such costs. Such costs are expected to be paid for with a loan to the City from the Illinois Environmental Protection Agency, hereinafter referred to as “IEPA,” through the Water Pollution Control Loan Program, hereinafter referred to as the “Program,” said loan to be repaid from revenues of the System, and such loan is authorized to be accepted at this time pursuant to the Act.

Pursuant to, and in accordance with, the provisions of the Act, the City is authorized to borrow funds from the Program in the aggregate principal amount of six hundred thousand dollars ($600,000) for the purpose of providing funds to pay the costs of the Project. The loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions, between the City and the IEPA,

SECTION 2: This Ordinance 1-O-17 shall be in full force and effect from and after its passage, approval and publication in the manner provided by law, all pursuant to the Act and including, expressly, the home rule powers of the City pursuant to Section 6(a) of Article VII of the Illinois Constitution of 1970.

SECTION 3: That it is necessary to public health, safety and welfare and in the best interests of the City to construct the Project and that the System continue to
be operated in accordance with the provisions of the Act, and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City of Evanston in an aggregate principal amount not to exceed six hundred thousand dollars ($600,000).

SECTION 4: That, subject to the express provisions of this Ordinance, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Program without the written consent of the IEPA.

SECTION 5: That repayment of the loan to the IEPA by the City, pursuant to this Ordinance, is to be solely from the revenues derived from the System, as hereinafter provided; the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation. For the purposes hereof, “revenues” (hereinafter “Revenues”) of the System means all income from whatever source derived from the System, including investment income and the like, connection, permit and inspection fees and the like, user charges of all kinds for the use and service of the System, and including such transfers from the corporate funds or the sewer fund of the City as the City Council shall from time to time determine through the budget and appropriation of such funds, or other proper action; but shall not include non-recurring income from the sale of property of the System, governmental or other grants or loans, and as otherwise determined in accordance with generally accepted accounting
principles for municipal enterprise funds. The repayment of the loan from the Revenues shall in all events be made only after provision for the payment of “Operation and Maintenance Costs” of the System, hereby defined to mean all costs of operating, maintaining and routine repair of the System, including such items as wages, salaries, costs of materials and supplies, taxes, power, fuel, insurance, purchase of sewage treatment or disposal capacity, including all payments for such services to be made pursuant to long-term contracts for the provision of such services, but shall not include debt service of any kind, depreciation, any capital reserve requirements, and as otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds. The City hereby pledges the Revenues, after provision has been made for the payment of Operation and Maintenance Costs, to the repayment of the loan; and covenants and agrees to charge such rates and impose such fees and charges for the use and service of the System as shall be sufficient to pay in a timely manner all repayments as required on the load pursuant to the terms of the Loan Agreement.

SECTION 6: That the City Council hereby authorizes acceptance of the offer of a loan through the Program, including all terms and conditions of the Loan Agreement (“Loan Agreement”), as well as all special conditions contained therein and made a part thereof by reference. The loan funds awarded shall be used solely for the purpose of the Project as approved by the IEPA in accordance with the terms and conditions of the Loan Agreement.
SECTION 7: That the City Manager is hereby authorized and directed to execute the Loan Agreement with the IEPA and to negotiate any additional terms or conditions deemed to be in the best interests of the City.

SECTION 8: That the City hereby covenants and agrees that the Revenues, after a provision is made for the payment of Operation and Maintenance Costs, are a dedicated source of funds for the repayment of the loan, as evidenced by the Loan Agreement. The City reserves the right, without limitation of any kind, to issue obligations ("Obligations") of any kind (including bonds, notes, or other obligations by whatever name and including all loans) payable from the Revenues and prior in lien to, on a parity of lien with, or subordinate in lien to the lien on the Revenues for the repayment of the loan as provided in the Loan Agreement, as shall be determined by the City Council; provided, however, that any covenants or agreements made by the City for the benefit of the holders of such Obligations shall, at the time of the incurring of such Obligations, also be made in a similar manner for the benefit of the obligation to repay the loan as represented by the Loan Agreement.

The City intends that the obligation to repay the loan as evidenced in the Loan Agreement shall bear interest as provided therein on a basis which is not tax-exempt under the provision of the Internal Revenue Code of 1986, and the officers of the City charged with the execution of the Loan Agreement shall act in accordance with this stated intent.

SECTION 9: That if any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.
SECTION 10: All ordinances or resolutions, or parts thereof, in conflict herewith, are hereby repealed.

SECTION 11: As long as the City has outstanding revenue bonds payable from revenues of the System that are senior to the revenue bond authorized by this Ordinance, the City shall maintain an account, coverage and reserves equivalent to the accounts, coverage and reserves required by the outstanding ordinances.

Introduced: _________________, 2017 Approved:
Adopted: _________________, 2017 ___________________, 2017

________________________________________
Elizabeth B. Tisdahl, Mayor

Attest: Approved as to form:

_______________________________
Rodney Greene, City Clerk W. Grant Farrar, Corporation Counsel

Approved as to form:

W. Grant Farrar, Corporation Counsel
## CITY OF EVANSTON

### LARGE DIAMETER SEWER REHABILITATION - MULFORD STREET PART 2

**WPCLP L17-5387**

**SEWER FUND REVENUE AND REPAYMENT SCHEDULE**

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<td>$8,608,958</td>
</tr>
<tr>
<td>Other Operating Revenues</td>
<td>$434,815</td>
<td>$403,815</td>
<td>$403,815</td>
<td>$403,815</td>
<td>$403,815</td>
<td>$403,815</td>
<td>$403,815</td>
<td>$403,815</td>
<td>$403,815</td>
<td>$403,815</td>
</tr>
<tr>
<td>Bond Proceeds</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>IEPA Loan Proceeds</td>
<td>$0</td>
<td>$600,000</td>
<td>$7,100,000</td>
<td>$2,100,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>$1,925</td>
<td>$1,685</td>
<td>$1,432</td>
<td>$1,379</td>
<td>$1,296</td>
<td>$1,057</td>
<td>$1,102</td>
<td>$1,240</td>
<td>$1,146</td>
<td>$1,189</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$12,536,740</td>
<td>$12,742,500</td>
<td>$13,372,767</td>
<td>$10,883,988</td>
<td>$10,045,601</td>
<td>$10,045,362</td>
<td>$12,145,407</td>
<td>$9,467,116</td>
<td>$9,467,022</td>
<td>$9,013,962</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer OM&amp;R</td>
<td>$2,809,857</td>
<td>$2,916,985</td>
<td>$3,000,690</td>
<td>$2,653,893</td>
<td>$3,261,579</td>
<td>$3,171,171</td>
<td>$3,235,226</td>
<td>$3,719,293</td>
<td>$3,166,546</td>
<td>$3,166,546</td>
</tr>
<tr>
<td>Capital Improvements - Annual Programs</td>
<td>$1,295,000</td>
<td>$1,550,000</td>
<td>$1,485,000</td>
<td>$1,525,000</td>
<td>$1,745,000</td>
<td>$1,610,000</td>
<td>$1,855,000</td>
<td>$1,920,000</td>
<td>$1,985,000</td>
<td>$2,190,000</td>
</tr>
<tr>
<td>Large Diameter Sewer Rehabilitation Projects</td>
<td>$0</td>
<td>$600,000</td>
<td>$1,700,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$2,100,000</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Debt Service (Existing)</td>
<td>$8,914,070</td>
<td>$8,144,516</td>
<td>$7,364,326</td>
<td>$5,743,850</td>
<td>$3,752,491</td>
<td>$3,752,641</td>
<td>$3,752,491</td>
<td>$3,422,832</td>
<td>$2,543,082</td>
<td>$2,543,082</td>
</tr>
<tr>
<td>Debt Service 2</td>
<td>$0</td>
<td>$37,765</td>
<td>$144,008</td>
<td>$227,400</td>
<td>$445,500</td>
<td>$580,209</td>
<td>$580,209</td>
<td>$580,209</td>
<td>$580,209</td>
<td>$580,209</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>$13,108,927</td>
<td>$13,249,266</td>
<td>$13,694,024</td>
<td>$10,660,190</td>
<td>$10,500,148</td>
<td>$10,440,553</td>
<td>$11,458,871</td>
<td>$9,488,111</td>
<td>$9,707,334</td>
<td>$8,479,837</td>
</tr>
<tr>
<td><strong>Beginning Unrestricted Fund Balance</strong></td>
<td>$4,012,808</td>
<td>$3,530,621</td>
<td>$3,023,855</td>
<td>$2,702,598</td>
<td>$2,926,396</td>
<td>$2,471,849</td>
<td>$2,076,658</td>
<td>$2,763,194</td>
<td>$2,742,199</td>
<td>$2,501,887</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$13,018,927</td>
<td>$13,249,266</td>
<td>$13,694,024</td>
<td>$10,660,190</td>
<td>$10,500,148</td>
<td>$10,440,553</td>
<td>$11,458,871</td>
<td>$9,488,111</td>
<td>$9,707,334</td>
<td>$8,479,837</td>
</tr>
<tr>
<td><strong>Net Surplus (Deficit)</strong></td>
<td>($482,187)</td>
<td>($506,766)</td>
<td>($321,257)</td>
<td>$223,798</td>
<td>($454,547)</td>
<td>($395,191)</td>
<td>$686,536</td>
<td>($20,995)</td>
<td>($240,312)</td>
<td>$534,125</td>
</tr>
<tr>
<td><strong>Ending Unrestricted Fund Balance</strong></td>
<td>$3,530,621</td>
<td>$3,023,855</td>
<td>$2,702,598</td>
<td>$2,926,396</td>
<td>$2,471,849</td>
<td>$2,076,658</td>
<td>$2,763,194</td>
<td>$2,742,199</td>
<td>$2,501,887</td>
<td>$3,036,012</td>
</tr>
</tbody>
</table>

### NOTES:
1. Debt service for the 15-year Long Range Sewer Program, completed in 2009, makes up the majority of existing revenue requirements. As each existing bond or loan is repaid over the next 20 years, the sewer service charges will be incrementally reduced, thus decreasing the operating revenue stream over time. However, rates will still be maintained at a level that will fully support operations, annual capital improvement programs, and remaining debt service.
2. Loan proceeds and corresponding capital costs for Project L17-5387 (in loan application process) are shown in FY 2016. Additional large diameter sewer rehab projects for which the City intends to apply for IEPA loan funding are shown in FY 2017 - FY 2022, with debt repayment beginning in the fiscal year following each project year.
3. Annual programs include CIPP lining of small diameter sewers, sewer structure rehabilitation and replacement, stormwater management improvements, and emergency sewer repairs. All annual programs are funded with cash from sewer service charge revenues.
<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Revenues</th>
<th>Expenses</th>
<th>Net Surplus (Deficit)</th>
<th>Beginning Unrestricted Fund Balance</th>
<th>Total Revenues</th>
<th>Total Expenses</th>
<th>Ending Unrestricted Fund Balance</th>
<th>Target Unrestricted Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2026 FY</td>
<td>$8,006,331</td>
<td>$3,271,311</td>
<td>$45,411</td>
<td>$3,036,012</td>
<td>$8,411,450</td>
<td>$8,366,039</td>
<td>$3,081,423</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>2027 FY</td>
<td>$7,606,014</td>
<td>$3,381,500</td>
<td>($89,751)</td>
<td>$3,081,423</td>
<td>$8,011,092</td>
<td>$8,100,843</td>
<td>$2,991,672</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>2028 FY</td>
<td>$7,606,014</td>
<td>$4,452,423</td>
<td>$669,372</td>
<td>$2,991,672</td>
<td>$8,011,205</td>
<td>$7,344,900</td>
<td>$3,657,977</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>2029 FY</td>
<td>$7,606,014</td>
<td>$4,957,922</td>
<td>$640,083</td>
<td>$3,657,977</td>
<td>$8,011,350</td>
<td>$7,965,033</td>
<td>$7,465,000</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>2030 FY</td>
<td>$7,606,014</td>
<td>$3,871,114</td>
<td>$1,884,894</td>
<td>$7,465,000</td>
<td>$8,011,190</td>
<td>$7,550,881</td>
<td>$7,920,655</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>2031 FY</td>
<td>$7,606,014</td>
<td>$3,954,850</td>
<td>$637,162</td>
<td>$7,920,655</td>
<td>$8,011,131</td>
<td>$7,675,366</td>
<td>$8,580,711</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>2032 FY</td>
<td>$7,606,014</td>
<td>$3,961,577</td>
<td>$615,439</td>
<td>$8,580,711</td>
<td>$7,948,529</td>
<td>$7,772,093</td>
<td>$8,359,087</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>2033 FY</td>
<td>$7,606,014</td>
<td>$4,202,519</td>
<td>($649,118)</td>
<td>$8,359,087</td>
<td>$7,948,564</td>
<td>$7,920,655</td>
<td>$5,153,649</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>2034 FY</td>
<td>$7,606,014</td>
<td>$4,779,410</td>
<td>$54,632</td>
<td>$5,153,649</td>
<td>$7,931,593</td>
<td>$8,580,711</td>
<td>$3,568,135</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>2035 FY</td>
<td>$7,606,014</td>
<td>$4,626,223</td>
<td>$84,200</td>
<td>$3,568,135</td>
<td>$8,490,118</td>
<td>$8,435,632</td>
<td>$3,513,649</td>
<td>$2,500,000</td>
</tr>
</tbody>
</table>

**Notes:**
- Sewer Service Charges
- Other Operating Revenues
- Bond Proceeds
- IEPA Loan Proceeds
- Investment Earnings
- Total Revenues
- Sewer OM&R
- Capital Improvements - Annual Programs
- Large Diameter Sewer Rehabilitation Projects
- Debt Service (Existing)
- Debt Service
- Total Expenses
- Net Surplus (Deficit)
- Beginning Unrestricted Fund Balance
- Total Revenues
- Total Expenses
- Ending Unrestricted Fund Balance
- Target Unrestricted Fund Balance
MAY - 9 2013

Mr. Wally Bobkiewicz, Manager
City of Evanston
2100 Ridge Ave
Evanston, IL 60201

Re: City of Evanston/L174775
Facility Plan Approval

Dear Mr. Bobkiewicz:

In accordance with the provisions of Title 35 Illinois Administrative Code 365.530, the Agency hereby confirms the findings of its Notice of Intent to Issue a Categorical Exclusion for the above referenced facilities plan. Having provided adequate opportunity for public comment on the proposed project and having received none, the Agency finds that no modification to either the facility plan or the Agency's assessment is required. The Agency therefore grants approval of the facility plan.

This Planning Approval is an important step toward obtaining Water Pollution Control Loan Program (WPCLP) funding; however a number of additional requirements must be met before a loan commitment is achieved. Before proceeding toward the bidding of construction contracts, you should be in direct contact with your Project Manager to assure that sufficient progress has been made towards satisfying these additional requirements as defined in Section 365.430 of the Loan Rules.

If you have any questions, please feel free to contact Lanina Clark of the Infrastructure Financial Assistance Section at the telephone number indicated above.

Sincerely,

J. Geoffrey Andres, Manager
Infrastructure Financial Assistance Section
Bureau of Water

cc: Clerk, City of Evanston
Engineer, City of Evanston, Ms. Lara N. Biggs, P.E.
Memorandum

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

From: Mark Muenzer, Community Development Director
       Gary Gerdes, Building and Inspection Services Division Manager

Subject: Ordinance 6-O-17, Amendment to Building Code – Mechanical Equipment Noise Levels

Date: January 18, 2017

Recommended Action:
Staff recommends City Council adopt Ordinance 6-O-17, amending the 2012 International Mechanical Code (IMC), 2012 International Fuel Gas Code (IFGC) and 2012 International Residential Code (IRC), the adopted codes of the City, to reduce the allowed decibel (dBA) of mechanical equipment from 65dBA to 55dBA when measured at an adjacent property line.

Livability Benefits:
Built Environment: Reduction of outdoor noise levels

Summary:
With the adoption of the 2012 IMC in 2013, an amendment was approved increasing the allowed decibel level of a mechanical appliance (typically an air conditioner condensing unit or furnace/boiler exhaust) from 55dBA to 65dBA when measured at an adjacent property line. Staff was asked to revisit the allowed increased decibel level to note that a 10dBA increase actually represented a doubling of the perceived noise level (USEPA Noise Control Act of 1974). This item was discussed at the December 12, 2016 City Council meeting and staff was directed to move forward with the amendment. Amendments would be added to the IMC, IFGC and IRC. The IMC and IFGC regulate commercial and multi-family installations while the IRC regulates installations at one and two-family residential properties. The regulation would only be applicable to new or replacement installations.

Background
In 2013, the City amended the IMC to increase the maximum allowed decibel level at a
property line from 55dBA to 65dBA. Reasoning given was that ambient noise levels are typically over 55dBA which made the previous regulation overly strict and difficult to measure and enforce. Staff, however, has since found ambient levels to be in the 48-52dBA range. A report by Way acoustics created for property owners impacted by a recent installation at a multi-family complex noted similar ambient levels.

For residential areas, the US Environmental Protection Agency (USEPA) has identified 55dBA as the maximum level of outdoor environmental noise requisite to protect public health and welfare with an adequate margin of safety for activity interference, annoyance and hearing loss. This level also allows the hearing mechanism to recuperate if it is exposed to higher levels of noise during other periods of the day. Noise levels at 60dBA are considered intrusive. Many municipalities that regulate noise levels follow the USEPA guideline when impacting residential districts:

<table>
<thead>
<tr>
<th>City</th>
<th>Decibel Levels</th>
</tr>
</thead>
<tbody>
<tr>
<td>Denver</td>
<td>55dBA 7am-10pm 50dBA 10pm-7am</td>
</tr>
<tr>
<td>Seattle</td>
<td>55dBA 7am-10pm 45dBA 10pm-7am</td>
</tr>
<tr>
<td>Chicago</td>
<td>55dBA measured 100’ away from source</td>
</tr>
<tr>
<td>Los Angeles</td>
<td>55dBA (noise level can’t exceed 5dBA over ambient level with a presumed</td>
</tr>
<tr>
<td></td>
<td>residential ambient level of 50dBA)</td>
</tr>
<tr>
<td>Washington DC</td>
<td>60dBA 7am-10pm 55dBA 10pm-7am</td>
</tr>
</tbody>
</table>

Staff believes noise levels meeting EPA-established health and safety levels should take precedence over enforcement concerns. It should be incumbent upon the owner/installer to purchase quieter units; consider relocation of units to rear yards when possible; install effective noise barriers; or install “quiet packs” which reduce blade noise.

**Legislative History:**
December 12, 2016 City Council meeting – For Discussion

_________________________________________________________________________________

**Attachments:**
Ordinance 6-O-17
Typical Environmental Noises – Sound Levels and Human Responses
USEPA Information on Levels of Environmental Noise Requisite to Protect Public Health and Welfare with an Adequate Margin of Safety
Sound Advice- Air Conditioners and Noise Ordinances
AN ORDINANCE

Amending Various Sections of the City Code Reducing the Permissible Sound Levels for Mechanical Equipment and Application From 65 dB to 55 dB

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

SECTION 1: Section 4-7-2 of the Mechanical Code, “Amendments,” is hereby further amended to remove the following:

501.3.1.1 Exhaust Discharge: Exhaust air shall not be directed onto walkways. High efficiency appliances shall discharge in accordance to manufacturers guidelines but shall not discharge closer than ten feet (10’, 3.048 m) from adjacent buildings located on or off the same parcel along with the following stipulation: High efficiency appliance shall be limited to not exceed sixty-five decibels (65 dB) at the property line between the said adjacent structures if a property line separates the parcels.

SECTION 2: Section 4-7-2 of the Mechanical Code, “Amendments,” is hereby further amended to include the following:

Section 313 Noise Limitations
313.1 Noise Limitations: Noise levels for equipment and appliances shall not exceed 55 dBA SPL (Decibels, A-weighted, Sound Pressure Level) as averaged over any 15 minute period, and as measured at the property line between the said adjacent structures if a property line separates the parcels.

501.3.1.1 Exhaust Discharge: Exhaust air shall not be directed onto sidewalks. Equipment and appliances shall discharge according to manufacturer’s guidelines but shall not discharge closer than ten feet (10’, 3.048m) from adjacent buildings located on or off the same parcel.

SECTION 3: Section 4-9-2 of the Residential Code, “Amendments,” is hereby further amended to include the following:

4-9-2. - AMENDMENTS.
Section M1309
Noise Limitations

M1309.1 Noise Limitations: Noise levels for equipment and appliances shall not exceed 55 dBA SPL (Decibels, A-weighted, Sound Pressure Level) as averaged over any 15 minute period, and as measured at the property line between the said adjacent structures if a property line separates the parcels.

SECTION 4: Section 4-17-2 of the Fuel Gas Code, “Amendments,” is hereby further amended to include the following:

4-17-2. - AMENDMENTS.

Section 311
Noise Limitations

311 Noise Limitations: Noise levels for equipment and appliances shall not exceed 55 dBA SPL (Decibels, A-weighted, Sound Pressure Level) as averaged over any 15 minute period, and as measured at the property line between the said adjacent structures if a property line separates the parcels.

503.3.4.1 Exhaust discharge: Exhaust air shall not be directed onto sidewalks. Equipment and appliances shall discharge according to manufacturer’s guidelines but shall not discharge closer than ten feet (10’, 3.048m) from adjacent buildings located on or off the same parcel.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 7: 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 8: That this Ordinance 6-O-17 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced:_________________, 2017

Adopted:___________________, 2017

____________________________
Elizabeth B. Tisdahl, Mayor

Attest:

Approved:

____________________________, 2017

Approved as to form:

____________________________
W. Grant Farrar, Corporation Counsel
# Typical Environmental Noises

## Sound Levels and Human Responses

<table>
<thead>
<tr>
<th>Level</th>
<th>Sound Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>190 dBA</td>
<td>Heavy weapons 10 meters behind the weapon</td>
</tr>
<tr>
<td>180 dBA</td>
<td>Toy pistol fired close to ear</td>
</tr>
<tr>
<td>170 dBA</td>
<td>Slap on the ear</td>
</tr>
<tr>
<td>160 dBA</td>
<td>Fire cracker explodes on shoulder</td>
</tr>
<tr>
<td>150 dBA</td>
<td>Hammer stroke on brass or steel from 1 meter</td>
</tr>
<tr>
<td>140 dBA</td>
<td>Sonic boom</td>
</tr>
<tr>
<td>130 dBA</td>
<td>Loud hand clapping at 1 meter</td>
</tr>
<tr>
<td>120 dBA</td>
<td>Whistle at 1 meter</td>
</tr>
<tr>
<td>115 dBA</td>
<td>Test run of a jet at 15 meters</td>
</tr>
<tr>
<td>110 dBA</td>
<td><strong>Possible hearing damage in short time period</strong></td>
</tr>
<tr>
<td></td>
<td>Take-off sound of planes at 10 meters</td>
</tr>
<tr>
<td>Very Annoying Hearing</td>
<td>Siren at 10 meters</td>
</tr>
<tr>
<td></td>
<td>Frequent sound level in dance clubs</td>
</tr>
<tr>
<td>105 dBA</td>
<td>Chain saw at 1 meter</td>
</tr>
<tr>
<td>100 dBA</td>
<td>Racing car at 40 meters</td>
</tr>
<tr>
<td>95 dBA</td>
<td>Frequent level with music via headphones</td>
</tr>
<tr>
<td>90 dBA</td>
<td>Jack hammer at 10 meters</td>
</tr>
<tr>
<td>85 dBA</td>
<td><strong>Possible hearing damage if sustained for 40 hrs a week</strong></td>
</tr>
<tr>
<td></td>
<td>2-stroke chain-saw at 10 meters</td>
</tr>
<tr>
<td>80 dBA</td>
<td>Freight Train at 15 meters</td>
</tr>
<tr>
<td>75 dBA</td>
<td>High traffic on an expressway at 25 meters</td>
</tr>
<tr>
<td>70 dBA</td>
<td>Passing car at 7.5 meters</td>
</tr>
<tr>
<td></td>
<td>Un-silenced wood shredder at 10 meters</td>
</tr>
<tr>
<td>65 dBA</td>
<td><strong>Bad risk of heart circulation disease at constant impact</strong></td>
</tr>
<tr>
<td></td>
<td>Level close to a main road by day</td>
</tr>
<tr>
<td></td>
<td>Quiet hair dryer at 1 meter</td>
</tr>
<tr>
<td>60 dBA</td>
<td>Intrusive</td>
</tr>
<tr>
<td>55 dBA</td>
<td>Noisy lawn mower at 10 meters</td>
</tr>
<tr>
<td>50 dBA</td>
<td>Low volume of radio or TV at 1 meter</td>
</tr>
<tr>
<td>45 dBA</td>
<td>Noise of normal living</td>
</tr>
<tr>
<td>40 dBA</td>
<td><strong>Possible distraction when learning or concentrating</strong></td>
</tr>
<tr>
<td>35 dBA</td>
<td>Very quiet room fan at low speed at 1 meter</td>
</tr>
<tr>
<td>30 dBA</td>
<td>Very Quiet</td>
</tr>
<tr>
<td>25 dBA</td>
<td>Soft whisper at 4.5 meters</td>
</tr>
<tr>
<td>20 dBA</td>
<td>Sound of breathing at 1 meter</td>
</tr>
<tr>
<td>15 dBA</td>
<td>Leaves rustling</td>
</tr>
<tr>
<td>10 dBA</td>
<td>Just Audible</td>
</tr>
<tr>
<td>5 dBA</td>
<td>Threshold of Hearing</td>
</tr>
<tr>
<td>0 dBA</td>
<td><strong>Threshold of Hearing</strong></td>
</tr>
</tbody>
</table>
INFORMATION ON LEVELS OF ENVIRONMENTAL NOISE REQUISITE TO PROTECT PUBLIC HEALTH AND WELFARE WITH AN ADEQUATE MARGIN OF SAFETY

MARCH 1974

PREPARED BY
THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF NOISE ABATEMENT AND CONTROL

This document has been approved for general availability. It does not constitute a standard, specification, or regulation.
Table 1

**SUMMARY OF NOISE LEVELS IDENTIFIED AS REQUISITE TO PROTECT PUBLIC HEALTH AND WELFARE WITH AN ADEQUATE MARGIN OF SAFETY**

(see Table 4 for a detailed description)

<table>
<thead>
<tr>
<th>EFFECT</th>
<th>LEVEL</th>
<th>AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hearing Loss</td>
<td>( L_{eq(24)} = \leq 70 \text{ dB} )</td>
<td>All areas</td>
</tr>
<tr>
<td>Outdoor activity interference and annoyance</td>
<td>( L_{dn} = \leq 55 \text{ dB} )</td>
<td>Outdoors in residential areas and farms and other outdoor areas where people spend widely varying amounts of time and other places in which quiet is a basis for use</td>
</tr>
<tr>
<td></td>
<td>( L_{eq(24)} = \leq 55 \text{ dB} )</td>
<td>Outdoor areas where people spend limited amounts of time, such as school yards, playgrounds, etc.</td>
</tr>
<tr>
<td>Indoor activity interference and annoyance</td>
<td>( L_{dn} = \leq 45 \text{ dB} )</td>
<td>Indoor residential areas</td>
</tr>
<tr>
<td></td>
<td>( L_{eq(24)} = \leq 45 \text{ dB} )</td>
<td>Other indoor areas with human activities such as schools, etc.</td>
</tr>
</tbody>
</table>

These levels are not to be construed as standards as they do not take into account cost or feasibility. Nor should they be thought of as discrete numbers, since they are described in terms of energy equivalents. As specified in this document, it is EPA's judgment that the maintenance of levels of environmental noise at or below those specified above are requisite to protect the public from adverse health and welfare effects. Thus, as an individual moves from a relatively quiet home, through the transportation cycle, to a somewhat noisier occupational situation, and then back home again, his hearing will not be impaired if the daily equivalent of sound energy in his environment is no more than 70 decibels. **Likewise, undue interference with activity and annoyance will not occur if outdoor levels are maintained at an energy equivalent of 55 dB and indoor levels at 45 dB.** However, it is always assumed throughout that environmental levels will fluctuate, even though the identified energy equivalent is not exceeded. Likewise, human exposure to noise will vary during the day, even though the daily "dose" may correspond well to the identified levels.
**AIR CONDITIONERS AND NOISE ORDINANCES**

by Noral D. Stewart

The most common and prevalent noise source located on residential properties is the air conditioning condenser unit. Guidelines for noise at residential boundaries were developed before air conditioning became common. Recent analysis has shown the most residential condensing units located close to boundaries will exceed common noise ordinance limits. Some newer models are significantly quieter.

Thus, communities need to evaluate their ordinances and consider changes especially as the ordinances apply to existing systems. Also, people buying new systems should carefully consider the system noise and location in relation to the community noise limits.

Communities will typically limit sound levels at residential boundaries at night to a level of 45, 50, or 55 dBA. Residential condensing units are available with A-weighted sound power ratings in the range of 67 to 83 dB. Traditional systems have usually been in the range of 78 to 83 dB. Common high efficiency models are usually in the range of 73-78 dBA. Some of the new ultra high efficiency premium models that are rarely used have sound power less than 70 dBA. Assume one of these units on soft ground with its center about 2 feet from the side of a house. The A-weighted sound levels at various distances from the center of the unit for various sound power ratings are as follows:

<table>
<thead>
<tr>
<th>Sound Pwr 11.6 ft</th>
<th>20 ft</th>
<th>22 ft</th>
<th>30 ft</th>
<th>31.5 ft</th>
<th>40 ft</th>
<th>50 ft</th>
<th>54 ft</th>
<th>60 ft</th>
<th>62 ft</th>
<th>78 ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>83 dB</td>
<td>63</td>
<td>58.7</td>
<td>55.4</td>
<td>55</td>
<td>53</td>
<td>51.1</td>
<td>50</td>
<td>48.4</td>
<td>45</td>
<td>45</td>
</tr>
<tr>
<td>80 dB</td>
<td>60</td>
<td>55.7</td>
<td>55</td>
<td>52.4</td>
<td>50</td>
<td>48.1</td>
<td>45</td>
<td>45.4</td>
<td>45</td>
<td>45</td>
</tr>
<tr>
<td>78 dB</td>
<td>58</td>
<td>53.7</td>
<td>50.4</td>
<td>50</td>
<td>48</td>
<td>46.1</td>
<td>45</td>
<td>43.4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>75 dB</td>
<td>55</td>
<td>50.7</td>
<td>50</td>
<td>47.4</td>
<td>45</td>
<td>43.1</td>
<td>40.4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>73 dB</td>
<td>53</td>
<td>48.7</td>
<td>45.4</td>
<td>45</td>
<td>43</td>
<td>41.1</td>
<td>38.4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>70 dB</td>
<td>50</td>
<td>45.7</td>
<td>45</td>
<td>42.4</td>
<td>40</td>
<td>38.1</td>
<td>35.4</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In many communities, the condensing units are only 15 to 25 feet from boundaries. It can be seen that high efficiency quieter systems are required to meet a 50 dBA limit and only the quietest rarely used systems can meet the quietest 45 dBA limits at these distances. Fortunately the noisiest units will be phased out as regulations require use of higher efficiency systems.

With the quieter output of the new systems, more stringent limits on A-weighted sound can be met for new construction. However, meeting 45 dBA at the boundary requires the quietest, most expensive systems and careful placement away from the boundary. Some existing systems will exceed 55 dBA at the boundary. Raising the limit above 55 dBA presents problems when sources are not near a boundary and levels are high over a large area. A better solution would be to require the source to be at least 15 feet from the boundary for new construction, and to set a minimum distance from the source for measurements such as 50 feet. Ordinances could then set limits at the boundary but no closer than 50 feet from the source, with 50 dBA limits in general ordinances for existing source and 45 dBA limits in zoning performance standards for new construction. As older systems are phased out and newer ones become quieter, the distance could be reduced to 35 feet in the future.

Some communities have imposed octave-band or third-octave limits. These can be even more difficult to meet at the lowest frequencies as many systems have a strong sound in the 63 Hz octave. This low frequency sound reflects more strongly from the ground. Some of the newer systems do not have this strong 63 Hz octave sound.
Recommended Action:
Staff recommends that the City Council adopt Ordinance 5-O-17, authorizing the City Manager to execute a Water Supply Agreement with the Villages of Morton Grove and Niles. The initial term of the agreement is for 40 years with two 10 year extension provisions at the discretion of Morton Grove and Niles (MG-N).

Livability Benefits:
Built Environment: Manage Water Resources responsibly
Climate & Energy: Improved Energy and Water Efficiency

Background:
For the past several years the City of Evanston has been in negotiations with surrounding communities for the provision of Lake Michigan drinkable water. These negotiations were the result of the major water rate increases implemented by the City of Chicago. Due to this higher rate from Chicago, the City of Evanston has been able to provide competitive rates to surrounding communities even after the communities take into account costs for construction of needed connection facilities to the City of Evanston’s Water Treatment Plant.

Summary:
Below are the major provisions of the Water Supply Agreement recommended for approval:

- All rate provisions are based on the American Water Works Association (AWWA) M-1 Principles of Water Rates Fees and Charges.
• 9.5% Return on Rate – This is the profit over and above all revenues received for producing drinkable water and maintaining all assets included in the Water Supply Agreement. This rate is estimated to result in just over $750,000 per year at current usage levels.

• Original Cost/Reproduction Cost calculation for assets at a 50/50 ratio. This ratio is more favorable than the 75/25 ratio included in the Northwest Water Commission.

• A not to exceed water rate for the 2018 through 2020 years of the contract. This provision is included to provide rate stabilization during initial construction and the first two years of the contract.

• Replacement of all assets included in the Water Supply Agreement are a shared cost between MG-N and the City.

• The City of Evanston will maintain and operate the connection facilities to efficiently and safely manage both the MG-N supply of water and the supply of water to all Evanston users.

The table below shows the not to exceed fixed rates for years 2018-20 and the calculated rates using the AWWA M1 rate calculation for years 2021 and 2022. The 2020 rate includes the MG-N portion of funding for the Clearwell replacement project at the Water Treatment Plant. The 2022 rate includes the MG-N portion of funding for the replacement of the oldest intake pipe at the Water Treatment Plant.

<table>
<thead>
<tr>
<th>Year</th>
<th>Estimated Rate ($/1,000 gallon)</th>
<th>Estimated Evanston Profit</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$0.78</td>
<td>$ 735,000</td>
</tr>
<tr>
<td>2019</td>
<td>$0.81</td>
<td>$ 780,000</td>
</tr>
<tr>
<td>2020</td>
<td>$0.94</td>
<td>$1,010,000</td>
</tr>
<tr>
<td>2021</td>
<td>$0.97</td>
<td>$1,065,000</td>
</tr>
<tr>
<td>2022</td>
<td>$1.07</td>
<td>$1,230,000</td>
</tr>
</tbody>
</table>

The Water Supply Agreement can be found on the City’s web-site at: www.cityofevanston.org/watersales

Legislative History:
On January 23, 2017 Morton Grove approved an ordinance authoring their Village Manager to execute the water supply agreement. On January 24, 2017 Niles approved an ordinance authoring their Village Manager to execute the water supply agreement.

Attachments:
Ordinance 5-O-17
AN ORDINANCE

Authorizing the City Manager to Execute an Agreement to Sell Water to New Wholesale Water Customers, the Villages of Morton Grove and Niles, Illinois

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

SECTION 1: Legislative Statement. The City of Evanston is the owner and operator of a water intake, filtration, treatment and pumping plant located at 555 Lincoln Street, Evanston, Illinois. Evanston draws water from Lake Michigan for Evanston’s drinkable water, firefighting and fire protection needs for its community, and for distribution and resale to its customers. The Village of Morton Grove and the Village of Niles want to purchase drinkable Lake Michigan water from Evanston for distribution and sale to the customers of their respective water systems. The initial term of the Agreement will be for 39 years, and may be renewed as provided for in the terms of the Agreement.

SECTION 2: The City Manager is authorized and directed to negotiate with the Villages of Morton Grove and Niles, Illinois, an Agreement to sell water, in substantial conformance with the terms and conditions of the Agreement described in Exhibit A. The Corporation Counsel is authorized to approve the Agreement as to form and legality prior to its execution by the City Manager.

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 Legislative Statement in Section 1 is 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 5-O-17 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: January 23, 2017
Adopted: February 13, 2017
Approved: ______________________, 2017

Elizabeth B. Tisdahl, Mayor

Attest: ______________________
Rodney Greene, City Clerk

Approved as to form: ______________________
W. Grant Farrar, Corporation Counsel
EXHIBIT A
LINK TO PROPOSED TERMS AND CONDITIONS OF WATER SALES AGREEMENT
Memorandum

To: Honorable Mayor and Members of the City Council

From: David Stoneback, Director of the Public Works Agency

Subject: Residential Solid Waste Request for Proposals

Date: February 13, 2017

Recommended Action
City staff request feedback on the draft request for proposals (RFP) for residential solid waste services that will be issued in March, 2017. Staff will provide a presentation on the overview of existing services and contracts as well as recommended changes to include in the 2017 RFP.
AGENDA

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN REVELLE, CHAIR

II. APPROVAL OF REGULAR MEETING MINUTES OF JANUARY 23, 2017

III. ITEM FOR CONSIDERATION

(P1) Community Partners for Affordable Housing Proposal for the Administration of the Inclusionary Housing Ordinance Waitlist
The Housing, Homelessness and Human Relations Commission and staff recommend approval of a proposal from Community Partners for Affordable Housing (CPAH) for $20,778 to administer a centralized wait list for affordable units as part of the implementation of the Inclusionary Housing Ordinance. This recommendation is based on CPAH’s experience implementing other municipal inclusionary housing ordinances. Funding is from the Affordable Housing Fund Account 250.21.5465.62490, which has a budget of $75,000, out of a total FY 2017 Fund budget of $1,658,793.
For Action

(P2) Ordinance 13-O-17, Granting a Special Use for a Micro-Distillery at 600 Main Street
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 13-O-17 granting special use approval for a Micro-Distillery at 600 Main St. in the B2 Business District and the oDM Dempster-Main Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Wynne requests suspension of the Rules for Introduction and Action by City Council on February 13, 2017.
For Introduction and Action
(P3) **Ordinance 4-O-17, Granting a Special Use for a Type 2 Restaurant, Insomnia Cookies, at 1725 Sherman Ave.**

The Zoning Board of Appeals and City staff recommend adoption of Ordinance 4-O-17 granting special use approval for a Type 2 Restaurant, Insomnia Cookies, at 1725 Sherman Ave. in the D2 Downtown Retail Core and D3 Downtown Core Development District. The Zoning Board recommends City Council should determine appropriate hours of operation for the business. Staff has subsequently received information about existing Type 2 Restaurants in the area with later hours than recommended by DAPR and recommends allowing the 3am closing time proposed by the applicant based on the company’s operations in a large number of other municipalities. Ordinance 4-O-17 has been updated to reflect City Council’s Introduction vote with the 3am closing time. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district.

**For Action**

IV. **ITEM FOR DISCUSSION**

V. **COMMUNICATIONS**

VI. **ADJOURNMENT**
I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN REVELLE, CHAIR
A quorum being present, Ald. Revelle called the meeting to order at 7:49 p.m.

II. APPROVAL OF REGULAR MEETING MINUTES OF JANUARY 9, 2017
Ald. Rainey moved to approve the minutes of the January 9, 2017 meeting, seconded by Ald. Tendam.

The committee voted unanimously 7-0 to approve the January 9, 2017 minutes.

III. ITEM FOR CONSIDERATION
(P1) Ordinance 3-O-17, Granting a Special Use for Commercial Indoor Recreation, Staley Martial Arts, at 1806 Church St.
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 3-O-16 granting special use approval for Commercial Indoor Recreation, Staley Martial Arts, at 1806 – 1806 ½ Church St. in the B2 Business District and the oWE West Evanston Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Braithwaite requests suspension of the Rules for Introduction and Action by City Council on January 23, 2017.

For Introduction and Action

Ald. Rainey moved to introduce and approve Ordinance 3-O-17, seconded by Ald. Fiske.

Ald. Rainey discussed the work of the Economic Development Committee on the building and stated that this is a very good use for this building.

The committee voted unanimously 7-0 to introduce Ordinance 3-O-17.

(P2) Ordinance 4-O-17, Granting a Special Use for a Type 2 Restaurant, Insomnia Cookies, at 1725 Sherman Ave.
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 4-O-17 granting special use approval for a Type 2 Restaurant, Insomnia Cookies, at 1725 Sherman Ave. in the D2 Downtown Retail Core and D3 Downtown Core Development District. The Zoning Board recommends City Council should determine appropriate hours of operation for the business. Staff has subsequently received information about existing Type 2 Restaurants with later hours than recommended by DAPR and recommends allowing the 3am closing time proposed by the applicant based on the company’s operations in a large number of other municipalities. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district.

For Introduction

Ald. Fiske moved to introduce Ordinance 4-O-17 and amend Section 3b of the Ordinance to extend hours of operation, seconded by Ald. Holmes.

Ald. Revelle stated that the hours of operation would permit closing at 3 a.m., seven days a week.

Mr. Muenzer clarified with Deputy City Attorney Masoncup that the present Ordinance would reflect the more limited hours recommended by DAPR.

Ms. Masoncup recommended that a Council Member move to amend the hours of operation to a specific time, to make it certain what the closing time will be.

Ald. Fiske moved to introduce Ordinance 4-O-17 and amend Section 3b of the Ordinance to permit closing hours at 3 a.m., seconded by Ald. Holmes.

David Lasus, Chief Operating Officer of Insomnia Cookies, stated that the Hotel Orrington includes two parking spaces in the business lease, with additional spaces available to rent. One spot will be used by the store manager, and the other spot will be used by car delivery drivers. There is a bike rack available for bike delivery parking. Mr. Lasus also stated that the business uses live surveillance within the store to provide security.

The committee voted unanimously 7-0 to introduce Ordinance 4-O-17.

IV. ITEM FOR DISCUSSION
There were no items for discussion.

V. COMMUNICATIONS
There were no communications.

VI. ADJOURNMENT
Ald. Rainey moved to adjourn, seconded by Ald. Tendam.

The committee voted unanimously 7-0 to adjourn.

The meeting adjourned at 7:59 p.m.
Respectfully submitted,
Nicholas Zettel
Memorandum

To: Honorable Mayor and Members of City Council
Planning and Development Committee

From: Mark Muenzer, Director of Community Development
Sarah Flax, Housing and Grants Administrator
Savannah Clement, Housing Policy and Planning Analyst

Subject: Community Partners for Affordable Housing Proposal for the
Administration of the Inclusionary Housing Ordinance Waitlist

Date: January 25, 2017

Recommended Action:
The Housing, Homelessness and Human Relations Commission and staff recommend
approval of a proposal from Community Partners for Affordable Housing (CPAH) for
$20,778 to administer a centralized wait list for affordable units as part of the
implementation of Evanston’s Inclusionary Housing Ordinance (“IHO”). This
recommendation is based on CPAH’s experience implementing Highland Park’s and
Lake Forest’s inclusionary housing ordinances, experience with affordable housing
development and management in Evanston and other North Shore communities,
experience with HUD Part 5 income certification, and its ability to work with diverse
populations.

Funding Source:
Funding is from the Affordable Housing Fund Account 250.21.5465.62490, which has a
budget of $75,000, out of a total FY 2017 Fund budget of $1,658,793.

Livability Benefits:
Built Environment: Support housing affordability;
Equity & Empowerment: Ensure equitable access to community benefits, and support
poverty prevention and alleviation.

Discussion
CPAH is requesting $20,778 from City of Evanston for services to administer
Evanston’s IHO and centralized waitlist. This funding will be used for both personnel
and non-personnel costs associated with the management and implementation of a
centralized waiting list for Evanston residents interested in affordable housing through
the IHO.
The City of Evanston would enter into an agreement for Affordable Housing Fund dollars with CPAH for a 12 month contract. This agreement would enable CPAH to develop policies and procedures, pre-screen interested applicants to develop the waitlist, conduct outreach, and income qualify prospective tenants when an affordable unit opens. The scope of work includes identifying and income qualifying prospective tenants for up to 10 units. Priority for affordable units would be given to qualified households who currently live in Evanston, or who have lived in Evanston with a member of a household currently living in Evanston, or to households in which the head of the household or the spouse or domestic partner works in Evanston. The City also plans to allow other developers and property managers with onsite affordable units to get referrals of income eligible prospects from the centralized waitlist.

The City would make two payments to CPAH in the amount of $10,389 each, in April and October 2017, if funding is approved. CPAH staff would track time used for the administration of the City’s IHO program and use this data to inform its proposal for funding renewal at the end of 2017. Additional information on CPAH’s scope and budget can be found in the attachments.

Attachments:
CPAH’s Proposal Narrative
CPAH’s Proposal Budget
CPAH’s 2017 Operating Budget
Organization Name and Address:
Community Partners for Affordable Housing
400 Central Ave. # 111, Highland Park, IL 60035

Proposal
CPAH is submitting a proposal for services to administer Evanston’s Inclusionary Housing Ordinance (“IHO” hereafter) and Evanston’s centralized waitlist. Specific duties include managing the application process, qualifying prospective buyers, organizing and maintaining the applicant waiting list, marketing inclusionary opportunities to eligible residents, educating potential buyers/renters about program requirements, screening and qualifying buyers/renters including income certification for up to 10 affordable units developed and completed by December 31, 2017, and monitoring recertification of rental units and homeowner primary residency. This grant includes staff time to assist city staff in developing policy and procedures for the program, as well as meeting with developers as needed.

CPAH Background and Relevant Experience
CPAH is a HUD-certified Community Housing Development Organization (CHDO) in the City of Evanston and Lake County, IL. The organization remains at the forefront of affordable housing and is widely recognized as a leader in Illinois and throughout the country. CPAH is a non-profit 501(C)(3) organization that creates public-private partnerships to preserve, maintain and develop permanently affordable housing (ownership and rental) for low- and moderate-income households in high opportunity areas. CPAH helps bridge the gap between the high cost of housing and the incomes of many low-income households who live and work in the community – healthcare workers, school staff, retail staff, seniors, persons with disabilities, as well as those who are experiencing a change of circumstances such as a divorce, or the unexpected loss of a spouse and many other community members who struggle to meet their basic human need for housing. CPAH is a Community Land Trust (CLT), the first in Illinois, and is the only provider of affordable housing in the City of Evanston and Lake County that is intentionally structured to ensure that each housing unit in its inventory remains affordable in perpetuity. Affordable units created through inclusionary zoning ordinances, while not part of CPAH’s inventory, provide the same community benefits.

CPAH has over 13 years of experience with marketing, educating and qualifying potential residents for several programs. CPAH has administered Highland Park’s Inclusionary Housing Program for more than 12 years. Currently, CPAH has 80 single family homes, townhomes and apartments in its own inventory. In 2015, CPAH began partnering with Evanston Township High School’s Geometry in Construction class. The students, with professional supervision, build homes on school property. The home is moved to a vacant single family lot where CPAH markets and sells it to a qualified buyer.

For each unit of affordable housing, CPAH is required to engage in income verification and qualification of applicants in compliance with program and funders’ rules. CPAH has ample experience with the City of Evanston’s method of income qualification, HUD Part 5. Additionally, rentals require waiting list management. CPAH drafted policies and procedures for Inclusionary Zoning implementation for Highland Park. CPAH also follows a written tenant
selection plan for its own units. These experiences—income verification, and drafting and implementing policies—will be exceptionally valuable when drafting the necessary policies and procedures to implement the IHO for the City of Evanston. CPAH also has the experience, capacity and infrastructure in place to effectively and efficiently implement policies and procedures, waitlists, income certifications, and other requirements of the IHO.

Staff
CPAH’s Executive Director, Kim Ulbrich, has extensive experience with affordable housing development and the administration of local grant funds for affordable housing and homeless programs, including four years as a Community Development Specialist with the McHenry County Community Development Department. Kim has over 30 years of experience in real estate and construction and served as the Project Manager for the McHenry County NSP program where she supervised development, construction, and marketing of both multi-family and single family homes. Amy Kaufman, CPAH’s Associate Director, is a lawyer by training and handles a significant portion of the organization’s fundraising, marketing, inquiries from prospective applicants, community outreach, program information workshops, management of the applications, qualification process and waiting lists, sale process, and ongoing services to and education of renters and buyers. Jessica Roque, Program Associate/Bookkeeper, assists with inquiries and managing the waitlist.

CPAH residents and outreach
CPAH residents are diverse, including single parents, persons with disabilities, seniors, households faced with the death of a primary wage-earner, low-income employees in the community and other community members who struggle to meet their basic human need of housing. CPAH has an Affirmative Fair Housing Marketing Plan to specifically reach out to minority groups and persons with disabilities, which includes media outreach, relationship building, social media, printed materials and speaking engagements.

CPAH has achieved significant racial diversity, with 52% of residents identifying as minorities. CPAH outreach includes presentations and media in areas which might not otherwise have access to information about CPAH housing opportunities. CPAH is committed to ensuring that all whom are interested in applying for the program are given the opportunity to do so and are provided services as needed to complete the application process. All applicants are treated equally, and CPAH is pleased that our commitment to fairness has resulted in a diverse resident population.

Budget Narrative
CPAH is submitting its request for $20,778 to administer Evanston’s Inclusionary Program for 2017. The proposal includes time for first year implementation of the program. CPAH recently developed and drafted, in collaboration with City of Highland Park staff, policies and procedures for the implementation of Highland Park’s Inclusionary Ordinance as it relates to rentals. CPAH also performed the income verification necessary for the program. CPAH’s staff time allocated to complete those processes equaled approximately 25% of the $85,000 operating grant received from the City of Highland Park for 2016, (approx. 9% of Staff time). As CPAH anticipates Evanston’s program to work similarly, CPAH used its experience in Highland Park as a guide to anticipate its cost of implementing the program in Evanston.
PROPOSAL FOR ADMINISTERING EVANSTON’S INCLUSIONARY HOUSING PROGRAM AND CENTRALIZED WAITLIST

Funding would cover:

Staff time including:

- Coordinating the program with City staff
- Developing and drafting policies and procedures for implementation of Inclusionary Zoning Ordinance (As noted above, CPAH’s experience drafting these policies and procedures will allow the City of Evanston to streamline its process)
- Fielding inquiries from potential residents
- Providing pre-applications and when appropriate, full applications
- For ownership units, conducting information sessions
- Marketing the program generally to make residents aware of opportunities provided by the IHO
- For rental units, conducting community outreach and providing applications
- Income verification and qualification for renters and buyers. This includes collecting forms of income verification including but not limited to tax returns, W2s, pay stubs, asset statements and employer verification, using HUD Part 5
- Working with applicants to complete the application process. Includes in person meetings when requested and/or necessary
- Managing the waiting list for rental units
- Community outreach, including presentations, social and traditional media
- Creating written marketing materials such as brochures

Overhead (9% of Operating Budget for each line item)

- Office Expenses
- Utilities
- Travel & Meeting Expenses (Mileage Reimbursement)
- Marketing & Advertising Expense
- Supplies & Copying

The costs of administering up to 10 units with this proposal will be reviewed with the City of Evanston at the time of funding renewal in order to most accurately determine CPAH’s cost of administering additional units.

Thank you for your consideration.
<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>Community Partners for Affordable Housing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>400 Central Ave. #111</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>Highland Park, IL 60035</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>847-861-8746</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Kim Ulbrich</td>
</tr>
<tr>
<td>Requested Period of Performance:</td>
<td>1/1/2017-12/31/2017</td>
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<table>
<thead>
<tr>
<th>Salaries (List Positions Below):</th>
<th>Percent of Time Billed</th>
<th>Total Grant Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director</td>
<td>9%</td>
<td>$8,003.00</td>
</tr>
<tr>
<td>Associate Director</td>
<td>9%</td>
<td>$5,625.00</td>
</tr>
<tr>
<td>Program Manager</td>
<td>9%</td>
<td>$3,213.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total Salaries</strong></td>
</tr>
</tbody>
</table>

| Total Fringe Benefits            |                         | **$ 1,263.00**    |

<table>
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<tr>
<th>Other Costs (List Line Item Details Below):</th>
<th>Percent of Time Billed</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Expense</td>
<td>9%</td>
<td>1,535.00</td>
</tr>
<tr>
<td>Occupancy Expense</td>
<td>9%</td>
<td>77.00</td>
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<td>Travel/Mileage</td>
<td>9%</td>
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<td>Marketing/Advertising</td>
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<td>Office Equipment</td>
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<tr>
<td></td>
<td></td>
<td><strong>Total Other Costs</strong></td>
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</tbody>
</table>

| Approved Indirect Rate 9%                |                         |        |

**REQUESTED BUDGET**

**TOTAL BUDGET** $20,778.00
## Community Partners for Affordable Housing
### Final 2017 Operating Budget

#### FY 2017 Final Operating Budget (1/1/17-12/31/17)

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td><strong>Ordinary Income/Expense</strong></td>
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<tr>
<td><strong>Income</strong></td>
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<tr>
<td>Contributed Support</td>
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<td>Corporate/Business Grants</td>
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<td>Other Fundraising</td>
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<td><strong>Expense</strong></td>
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<tr>
<td>Salaries &amp; Related Expenses</td>
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<td>Salaries</td>
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<td>Employer Retirement Benefits</td>
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<td>Payroll Taxes</td>
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<td><strong>Total Salaries &amp; Related Expenses</strong></td>
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<td>Legal Fees</td>
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<td><strong>Total Professional Services</strong></td>
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<td>Supplies</td>
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<td>Telephone &amp; Telecommunications</td>
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<td>Copying</td>
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<td>Books, Subscriptions, Reference</td>
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<tr>
<td>Printing</td>
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<td>Board Meeting expenses</td>
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<td><strong>Total Office Expenses</strong></td>
<td>17,600</td>
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<td>FY 2017 Proposed Budget</td>
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<tr>
<td>--------------------------------</td>
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<tr>
<td><strong>Occupancy Expenses</strong></td>
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<td>Utilities</td>
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<tr>
<td><strong>Travel &amp; Meetings Expenses</strong></td>
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<tr>
<td>Travel</td>
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<td>Conference, Convention, Meeting</td>
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<td><strong>Total Travel &amp; Meetings</strong></td>
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<td><strong>Marketing and Advertising</strong></td>
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<td>Printing/Promotional</td>
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<td>Advertising Expenses</td>
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<td>Advisory Board Expenses</td>
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<td>Events/Open Houses/Other</td>
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<td>Membership Dues - Organization</td>
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<td>Financial Software Subscription</td>
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<td>Etapesty &amp; GoToMyPC Fees</td>
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<td>D &amp; O Insurance</td>
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<td>Organizational (corp.) Expenses</td>
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<tr>
<td>Misc</td>
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<td><strong>Business Expenses</strong></td>
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<td><strong>Total Expenses</strong></td>
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<tr>
<td><strong>Other Expense</strong></td>
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<tr>
<td>Office Equipment</td>
<td>1,800</td>
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<tr>
<td><strong>Total Other Expense</strong></td>
<td>1,800</td>
</tr>
<tr>
<td><strong>Net Other Income</strong></td>
<td>0</td>
</tr>
<tr>
<td><strong>Net Income</strong></td>
<td>1$</td>
</tr>
</tbody>
</table>
Memorandum

To: Honorable Mayor and Members of the City Council
    Planning and Development Committee

From: Mark Muenzer, Director of Community Development
      Scott Mangum, Planning and Zoning Administrator
      Melissa Klotz, Zoning Planner

Subject: Ordinance 13-O-17, Granting a Special Use for a Micro-Distillery at 600 Main St.

Date: February 2, 2017

Recommended Action

The Zoning Board of Appeals and City staff recommend adoption of Ordinance 13-O-17 granting special use approval for a Micro-Distillery at 600 Main St. in the B2 Business District and the oDM Dempster-Main Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Wynne requests suspension of the Rules for Introduction and Action by City Council on February 13, 2017.

Livability Benefits
Economy & Jobs: Retain and expand local businesses
Climate & Energy: Reduce material waste

Summary

The applicant proposes to operate Meta Wine, a wine mixing facility that includes wholesale, retail, and on-site consumption of food and alcoholic beverages at the Main Street Metra station at 600 Main St. The Zoning Administrator classifies Meta Wine as a Micro-Distillery since it involves the manufacturing (filtering, mixing, and repackaging) of alcoholic beverages similar in impact to a traditional Micro-Distillery operation.

Meta Wine proposes to source finished wine in bulk from around the world, mix different wines together, and then repackage the wine into bulk, retail, and by-the-glass consumption. Wholesale operations will package wine into kegs for wine-on-tap at local establishments, while retail operations will offer wine in a tasting room on-site and packaged wine in growlers and similar containers for off-premise consumption.
The facility will operate on the ground-floor of the Metra station, which is accessed via the alley that adjoins Main St. to the north and Washington St. to the south. There is no direct access to the facility from the Metra platforms. Metra customers looking to patronize the facility will have to walk down the Metra stairs or ramp from the platform and then walk down the private alley to the ground-floor entrance.

The applicant proposes to operate from 9am to 6pm Monday through Friday for office operations, receiving, processing, and shipping orders. Tasting room and retail hours of operation are proposed from 3pm to 10pm Sunday through Thursday, and 3pm to 11pm Friday and Saturday. Tasting room and retail hours may be expanded in the future, depending on demand, to the maximum allowed by the P-3 Craft Winery Liquor License that allows operations from 10am to 12am Sunday through Thursday, and 10am to 1am Friday and Saturday. Light food options will be available such as bruschetta and other appetizers prepared in a convection oven.

The business will utilize 2-5 employees at a time depending on demand. Seating for approximately 40 customers will be provided within the facility, as well as outdoor seating adjacent to the brick alleyway next to six existing parking spaces (three of which are ADA spaces). Parking may be restricted to 30 minutes to encourage vehicle turnover. Commissary deliveries will occur up to two times per week via box trucks during non-peak commuting times, and will deliver to an overhead door that will be installed on the north side of the building. The overhead door will be aesthetically pleasing to maintain the architectural style of the building. Wholesale wine kegs will be distributed by a third party, Chilled Solutions, warehouse facility in Bolingbrook. The applicant does not propose any other changes to the exterior of the building other than signage. City staff is not aware of any objections to the proposal.

Comprehensive Plan

The Evanston Comprehensive General Plan encourages the utilization of existing commercial properties that encourage economic vitality. The Comprehensive Plan specifically includes:

Objective: Promote the growth and redevelopment of business, commercial, and industrial areas.

Objective: Retain and attract businesses in order to strengthen Evanston’s economic base.

The proposed Micro-Distillery will utilize a unique space that is currently vacant, and activate a private alley that features frequent pedestrian traffic. Additionally, the Main Street TOD Plan specifically addresses the plaza space between the CTA and Metra stations, which “may also offer the opportunity to provide ground floor retail / café space in the Metra Station with an entrance to the alley.” The proposed Micro-Distillery substantially complies with this planning objective.
Legislative History
January 24, 2017: The ZBA recommended approval (6-1) of the special use for a Micro-Distillery with the following conditions:

1. Hours of operation not to exceed 10am-midnight Sunday through Thursday, and 10am – 1am Friday and Saturday.
2. Substantial compliance with the documents and testimony on record.

Attachments
Proposed Ordinance 13-O-17
January 24, 2017 ZBA Draft Meeting Minutes
ZBA Findings
Additional documents submitted at ZBA
Additional documents requested by ZBA
January 24, 2017 ZBA Packet –
AN ORDINANCE

Granting a Special Use Permit for a Micro-Distillery Located at 600 Main Street in the B2 Business Zoning District and the oDM Dempster-Main Overlay Zoning District

WHEREAS, the Zoning Board of Appeals (“ZBA”) met on January 24, 2017, pursuant to proper notice, to consider case no. 16ZMJV-0114, an application by Walter Clements (the “Applicant”), lessee of the property legally described in Exhibit A, attached hereto and made a part hereof, commonly known as 600 Main Street (the “Subject Property”) and located in the B2 Business Zoning District and the oDM Dempster-Main Overlay Zoning District, for a Special Use Permit to establish, pursuant to Subsection 6-10-3-3 of Title 6 of the Evanston City Code, 2012, as amended, (“the Zoning Ordinance”), a Micro-Distillery 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 Micro-Distillery 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 February 13, 2017, the Planning and Development Committee of the City Council (“P&D Committee”) considered and adopted the ZBA’s record and findings and recommended City Council approval thereof; and
WHEREAS, at its meeting of February 13, 2017, the City Council considered and adopted the respective records, findings, and recommendations of the ZBA and P&D Committee,

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

SECTION 1: The foregoing recitals are found as fact and made a part hereof.

SECTION 2: The City Council hereby approves the Special Use Permit for a Micro-Distillery on the Subject Property as applied for in case 16ZMJV-0114.

SECTION 3: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the grant of a Special Use Permit, violation of any of which shall constitute grounds for revocation thereof pursuant to Subsection 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 testimony and representations of the Applicant to the ZBA, the P&D Committee, and the City Council; and the approved plans and documents on file in this case.

C. Hours of Operation: The Applicant may operate the Micro-Distillery's tasting room only between 10:00 a.m. and 12:00 a.m. on any given Sunday, Monday, Tuesday, Wednesday, or Thursday, and between 10:00 a.m. and 1:00 a.m. on any given Friday or Saturday.

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

Introduced:_______________, 2017  Approved:

Adopted:_______________, 2017  __________________________, 2017

____________________________
Elizabeth B. Tisdahl, Mayor

Attest:  Approved as to form:

____________________________
Rodney Greene, City Clerk  W. Grant Farrar, City Attorney
EXHIBIT A

LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF WASHINGTON STREET AND THE EAST RIGHT OF WAY LINE OF CUSTER AVENUE; THENCE NORTH 01 DEGREE 16'54" WEST, 374.14 FEET TO THE SOUTH RIGHT OF WAY LINE OF MAIN STREET; THENCE SOUTH 89 DEGREES 59'17" EAST, 100.62 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 10 DEGREES 16'54" EAST, 374.46 FEET TO THE NORTH RIGHT OF WAY LINE OF WASHINGTON STREET; THENCE NORTH 89 DEGREES 48'34" WEST, 100.68 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 11-19-500-002-0000

COMMONLY KNOWN AS: 600 Main Street, Evanston, Illinois.
Declaration of Quorum
With a quorum present, Chair Berns called the meeting to order at 7:00pm.

Approval of Minutes
The minutes from the January 10, 2017 Zoning Board of Appeals meeting were motioned for approval by Ms. Cullen and seconded by Ms. Arevalo. The minutes were approved 5-0 with two abstentions.

New Business
600 Main Street ZBA 16ZMJV-0114
Walter Clements, lessee, applies for a special use permit for a Micro-Distillery at 600 Main Street. 600 Main Street is located in the B2 Business District and the oDM Dempster-Main Overlay District, where a special use permit is required for a Micro-Distillery to operate (Zoning Code Section 6-9-3-3). The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

Walter Clements, lessee, noted:
- The business is a craft winery at Main Street Metra Station.
- The space was previously occupied by Piccolo Theater.
- Wholesale and retail operations will be included. Wine will be kegged for wholesale, and retail will include a tasting room and growler sales.
- Customers can create custom wine blends, and restaurants can create their own house blend.
- There will be a light food menu, with a minimum of two hot foods.
- No black iron will be required (a convection oven will be used instead).
- Wholesale operations will be the first phase, including the addition of a new overhead door. Then retail and hospitality will be the second phase.
- Wines will be procured from California, Oregon, Europe, and other wine regions of the world.
- State licensing will allow repackaging of alcohol because it is manufactured. All wine is filtered, which will change the characteristics of it, as will mixing.
Mr. Gingold requested a state opinion letter that shows licensing approval. Ms. Berns requested that a state opinion letter and the state license be forwarded to staff.

- Filtering includes .45 micron membrane pads. Pads are later discarded in the trash. There is no heating or cooling. Filtering is electric powered to pump wine through, but that’s it. There will be no smell, exhaust, fumes, or noise.
- Climate controlled chillers will be used in storage.
- Wine will be pumped into kegs when completed.

Ms. McAuley noted that trains on both sides of building produce much more noise.

- A maximum of one delivery per day will occur, but likely much less frequently. Deliveries will occur via box truck during non-peak traffic or pedestrian traffic times.
- Liquor license allows hours of operation will be Sunday through Thursday, 10 a.m. to Midnight, and 10 a.m. to 1 a.m. on Friday and Saturday. Likely retail hours will be 3 p.m. to 10 p.m. on weekdays, and 3 p.m. to 11 p.m. on weekends.
- Two employees will start. A maximum of 10 employees will be hired if successful.
- On-site parking includes six spaces. Lease currently allows business all parking spaces in alley, but Union Pacific is currently reviewing lease.
- Each order will include 275 gallons of wine. Will aim to sell 15,000 gallons per year to begin with.

Mr. Gingold noted that the micro-distillery zoning definition limits production to 35,000 gallons per year.

Ms. Dziekan asked about the lease length.

- The lease is 40 years long, but is currently under review.
- There may be a third phase that includes use of both floors of the building, and adding an indoor atrium, which would require new special use approval to expand the business.

Ms. Dziekan asked how this business model compares to Wine Goddess, and whether it will impact Wine Goddess or other nearby businesses.

- There will likely be no negative impact. Currently there is a large gap in beer and wine sales, which are underserved in Evanston. Certain high-end wines will not be used at this business, which means this business should complement Wine Goddess’s business.
- The type of wine used will be typical grocery store wine, such as that of Trader Joe’s.
- The applicant has previous experience in software, and learned about this model when in Europe. This location has been explored for this use for three years.
- Garbage will not include any spent grains. Wine sediment will be captured in filtered pads and thrown in standard trash.
- Floor drains will be included in case of spills.
- Tasting room will feature much less than 100 seats, which is the maximum
capacity per city requirements.
- Building is 4600 total square feet, including both floors.

Ms. Berns stated that the current site plan is one floor, and asked about the size of the tasting room.

- Tasting room will be approximately 600 square feet, which includes roughly 40 people, but that area will also hold barrels so seating for less than 40 is likely.

Vassy Heenahan, resident, asked whether the murals and mosaic on the alleyway will be preserved or protected?

- The applicant wants those to remain. Will engage local artists to add more, and wants alley space to be activated.

The ZBA entered deliberation:
- Ms. Dziekan stated this is a terrific business and perfect location, in the same way that restaurants cluster near each other. This opens the possibility for festivals in the area.
- Ms. Cullen questioned why and how the micro-distillery designation was made by staff.
- Mr. Gingold said this is a great business and great location, but believes this business does not fit the nature and character of a micro-distillery. Most importantly, the definition states no sale of alcohol produced off-premises, and this business model does. It is finished wine. This business is more like a bar. Council should create a new zoning use category.
- Ms. McAuley said that products brought in are already alcoholic, but testimony has stated it is being manufactured on-site to change the composition. It meets the intent of the micro-distillery use category. There is no need for a different category.
- Mr. Gingold respectfully disagrees with that opinion, and also requests more developed plan with regard to the tasting room seating.
- Ms. Klotz stated that applicant applied for Determination of Use and submitted documents describing use. The Zoning Administrator at that time determined the micro-distillery use. The use category of a restaurant was considered (bars are not permitted by zoning), but the Zoning Administrator at that time felt that the use of barrels, manufacturing aspect, and change of the characteristic of wine made the micro-distillery use more appropriate. Moreover, restaurant is a permitted use in this zoning district, so the category of micro-distillery is a more strict zoning designation.
- Ms. Cullen asked if the use category could be changed.
- Ms. Klotz stated that the process would have to be restarted in that case, and is not sure that the current Zoning Administrator would find a more appropriate use category.
- Mr. Mirintchev said this is a unique type of business, and shares similar concerns to Mr. Gingold. However, practically speaking, there is no reason to reject this proposal. The most important thing is the business and location.
- Ms. McCauley noted that the Zoning Administrator sometimes runs into unique business models and has to determine the best category.
- Mr. Gingold said that Few Spirits was required to create a new category since they did not fit an existing use.
- Ms. Berns asked about a scenario in which this business gets a Special Use Permit approval but then goes out of business, and a new micro-distillery takes over that Special Use Permit. Is that permissible at this property?
- Ms. Klotz clarified that a wine-mixing business exactly like this business model could use the existing Special Use Permit if they entered within one year of the previous business closing. A different type or more traditional type of micro-distillery would have to go through a substitution of Special Use Permit. After one year vacancy, any business wishing to operate a micro-distillery would have to obtain a new Special Use Permit.
- Mr. Gingold believes that repackaging alcohol is something to be wary of. Other repackaging businesses have been shut down by the state. Mr. Gingold is concerned about the viability of the business.
- Ms. Berns stated this is a very difficult location for most any business, but perfect for this business model.

The Standards were addressed:

1) Yes. Mr. Gingold disagreed, citing the zoning use category of micro-distillery is incorrect.
2) Yes
3) Yes
4) Yes
5) Yes
6) Yes
7) Yes
8) Yes
9) Yes

Ms. McAuley moved to recommend approval with conditions, seconded by Ms. Cullen. The ZBA voted to recommend approval, 6-1, with the following conditions:
1) Hours of operation of 10 a.m. to Midnight, Sunday through Thursday, and 10 a.m. to 1 a.m., Friday and Saturday.
2) Substantial compliance with documents and testimony on record.

Other Business
Ms. Klotz stated the February 7, 2017 ZBA hearing would be cancelled due to a lack of items.

Discussion
There was no additional discussion.

The meeting adjourned at 8:15pm.
In the case of

Case Number: 16ZMJV-0114  
Address or Location: 600 Main Street  
Applicant: Walter Clements  

After conducting a public hearing on January 24, 2017, the Zoning Board of Appeals makes the following findings of fact, reflected in the audio-visual recording of the hearings, based upon the standards for special uses specified in Section 6-3-5-10 of the Zoning Ordinance:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
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</thead>
<tbody>
<tr>
<td>(A) It is one of the special uses specifically listed in the zoning ordinance;</td>
<td>X Met  Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 6-1</td>
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<tr>
<td>Nay vote: should not be classified as a Micro-Distillery</td>
<td></td>
</tr>
<tr>
<td>(B) It is in keeping with purposes and policies of the adopted comprehensive general plan and the zoning ordinance as amended from time to time;</td>
<td>X Met  Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 7-0</td>
</tr>
<tr>
<td>(C) It will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood and the effect of the proposed type of special use upon the city as a whole;</td>
<td>X Met  Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 7-0</td>
</tr>
<tr>
<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
<td>X Met  Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 7-0</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>(E) It can be adequately served by public facilities and services</td>
<td>X Met</td>
</tr>
<tr>
<td>Vote</td>
<td>7-0</td>
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<tr>
<td>(F) It does not cause undue traffic congestion;</td>
<td>X Met</td>
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<tr>
<td>Vote</td>
<td>7-0</td>
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<tr>
<td>(G) It preserves significant historical and architectural resources;</td>
<td>X Met</td>
</tr>
<tr>
<td>Vote</td>
<td>7-0</td>
</tr>
<tr>
<td>(H) It preserves significant natural and environmental features; and</td>
<td>X Met</td>
</tr>
<tr>
<td>Vote</td>
<td>7-0</td>
</tr>
<tr>
<td>(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.</td>
<td>X Met</td>
</tr>
<tr>
<td>Vote</td>
<td>7-0</td>
</tr>
</tbody>
</table>

and, based upon these findings, and upon a vote

6 in favor & 1 against

Recommends to the City Council

approval without conditions
denial of the proposed special use
approval with conditions specifically:

1. Hours of operation not to exceed 10am-midnight Sunday through Thursday, and 10am – 1am Friday and Saturday.
2. Substantial compliance with the documents and testimony on record.

<table>
<thead>
<tr>
<th>Attending:</th>
<th>Vote:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Beth Berns</td>
<td>Aye</td>
</tr>
<tr>
<td>Myrna Arevalo</td>
<td>No</td>
</tr>
<tr>
<td>Scott Gingold</td>
<td>Aye</td>
</tr>
<tr>
<td>Violetta Cullen</td>
<td>No</td>
</tr>
<tr>
<td>Lisa Dziekan</td>
<td>Aye</td>
</tr>
<tr>
<td>Mary McAuley</td>
<td>No</td>
</tr>
<tr>
<td>Kiril Mirintchev</td>
<td>No</td>
</tr>
</tbody>
</table>

PLANNING AND ZONING DIVISION  847-448-8230 zoning@cityofevanston.org
Community Development Department  www.cityofevanston.org/zoning
2100 Ridge Ave., Rm. 3202  Evanston, IL 60201

394 of 476
Illinois Liquor Control Act definitions
1 message

Walter Clements <clements.walter@gmail.com>  
To: "Klotz, Melissa" <mklotz@cityofevanston.org>  
Wed, Jan 25, 2017 at 1:19 PM

Melissa,

I’m looking for the email from ILCC. Meanwhile, here are some of the definitions from the Illinois Liquor Control Act to clear up any confusion in terminology that we discussed last night at the meeting.

In particular Sec. 1-3.13. "Manufacture" clearly distinguishes between what we are doing, which includes "mix, concoct, process, blend, bottle or fill an original package with an alcoholic liquor" and what the objecting Zoning Board of Appeals member stated is the operation of a bar, which is "the mixing or other preparation of drinks for serving by those persons authorized and permitted in this Act to serve drinks for consumption on the premises where sold."

The Class P Craft Distillery license states that "sales of alcohol manufactured outside the facility are prohibited" but our wine is being manufactured inside the facility.

Hope this helps, in case it comes up again.

Best regards,

Walter

(235 ILCS 5/1-3.08) (from Ch. 43, par. 95.08)
Sec. 1-3.08. "Manufacturer" means every brewer, fermenter, distiller, rectifier, wine maker, blender, processor, bottler or person who fills or refills an original package, whether for himself or for another, and others engaged in brewing, fermenting, distilling, rectifying or bottling alcoholic liquors as above defined.
(Source: P.A. 82-783.)

(235 ILCS (235 TLCS 5/1-3.11)) (from Ch. 43, par. 95.11)
Sec. 1-3.11. "Wine-manufacturer" means a person who is engaged in the manufacture of wine.
(Source: P.A. 82-783.)

(235 ILCS 5/1-3.12) (from Ch. 43, par. 95.12)
Sec. 1-3.12. "Wine-maker" means a person engaged in the making of less than 50,000 gallons of wine annually other than a person issued a Second Class wine-maker's license.
(Source: P.A. 92-378, eff. 8-16-01.)

(235 ILCS 5/1-3.13) (from Ch. 43, par. 95.13)
Sec. 1-3.13. "Manufacture" means to distill, rectify, ferment, brew, make, mix, concoct, process, blend, bottle or fill an original package with an alcoholic liquor, whether for oneself or for another, and includes blending but does not include the mixing or other preparation of drinks for serving by those persons authorized and permitted in this Act to serve drinks for consumption on the premises where sold. All containers or packages of blended alcoholic liquors shall have affixed thereto a label setting forth and stating clearly the names of all ingredients which the blended alcoholic liquors offered for sale shall contain.
(Source: P.A. 82-783.)
Walter Clements
phone: +1 773 368-0101
skype: walterclements
e-mail: clements.walter@gmail.com
RE: Canova, Inc. Business Plan to sell bulk wine

From: Walter Clements <claments.walter@gmail.com>
Sent: Wednesday, July 23, 2014 1:43 PM
To: Marijan, Dusanka
Subject: Canova, Inc. Business Plan to sell bulk wine

Dear Ms. Marijan,

Per our conversation yesterday, please find below a brief business plan describing our business to sell bulk wine in Illinois. Also, please find attached an overview of the Legal, Licensing and Permits framework required at all levels to support this business.

Canova, Inc. intends to establish a retail and food service business through which it will sell wine both for on-premises consumption in a wine cafe, and for off-premises consumption in a wine retail store. Based on this you will need to apply for a 1st Class Wine Maker’s license and a Wine Maker’s retailer’s license see links for these licenses below:

http://www.illinois.gov/Ilcc/SiteCollectionDocuments/Manufacturer%20Application.pdf

http://www.illinois.gov/Ilcc/SiteCollectionDocuments/Specialty%20Retailer%20Application.pdf

Canova intends to sell wine in a "bulk" format, by which retail customers will buy wine in original packages filled in the retail store at a retail counter on the spot, as opposed to pre-packaged. The wine will be dispensed from large tanks that contain wine into an empty container that the customer has brought in for reuse, or an empty container that is bought in the retail store. This is similar to a “growler” and this is something that a manufacturer can do but - note there may be some changes made to this process/procedure/policy with growers in the future.

The wine that Canova plans to sell will be finished wine that is imported from outside the US, which Canova will blend to a desired, proprietary sensory profile.

In addition to this retail sale of wine on-premises, Canova intends to self-distribute to other food service customers, as well as to individuals, through a delivery service. You can self-distribute your wine as long as you don’t produce more than 25,000 gallons annually.
For City Council meeting of January 23, 2017
Item P3
Ordinance 4-O-17 Application for a Special Use for a Type 2 Restaurant, Insomnia Cookies, at 1725 Sherman Ave.
For Action

Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Mark Muenzer, Director of Community Development
Scott Mangum, Planning and Zoning Administrator
Melissa Klotz, Zoning Planner

Subject: Ordinance 4-O-17, Granting a Special Use for a Type 2 Restaurant, Insomnia Cookies, at 1725 Sherman Ave.

Date: February 7, 2017

Recommended Action
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 4-O-17 granting special use approval for a Type 2 Restaurant, Insomnia Cookies, at 1725 Sherman Ave. in the D2 Downtown Retail Core and D3 Downtown Core Development District. The Zoning Board recommends City Council should determine appropriate hours of operation for the business.

Staff has subsequently received information about existing Type 2 Restaurants in the area with later hours than recommended by DAPR (midnight closing Sunday-Thursday, Friday-Saturday midnight storefront closing with deliveries until 1am) and recommends allowing the 3am closing time proposed by the applicant based on the company's operations in a large number of other municipalities. Ordinance 4-O-17 has been updated to reflect City Council’s Introduction vote with the 3am closing time.

The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district.

Livability Benefits
Economy & Jobs: Expand job opportunities
Climate & Energy: Reduce material waste

Summary
Insomnia Cookies proposes to operate a Type 2 restaurant that specializes in hot cookies, ice cream, milk, and other dessert items. The restaurant proposes to operate both the storefront and delivery orders until 3am daily. The applicant views late night hours as a focal point of the business and notes all 107 Insomnia Cookies locations throughout the country operate until at least 3am. Insomnia Cookies typically locates in
college/university communities, and currently operates four locations in Chicago with
the closest location in Rogers Park near Loyola University.

The DAPR Committee felt operation until 3am may not be appropriate for the Sherman
Ave. location and would be inconsistent with prior approvals in the area. Other Type 2
Restaurants on the same block include the following limitations:

<table>
<thead>
<tr>
<th>Restaurant</th>
<th>Location</th>
<th>Approved Hours</th>
<th>Year Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blaze Pizza</td>
<td>1737 Sherman Ave.</td>
<td>6am - midnight</td>
<td>2014</td>
</tr>
<tr>
<td>Starbucks</td>
<td>1734 Sherman Ave.</td>
<td>5am – midnight</td>
<td>2013</td>
</tr>
<tr>
<td>Jimmy John’s</td>
<td>1729 Sherman Ave.</td>
<td>10:30am – 9pm*</td>
<td>2010</td>
</tr>
<tr>
<td>Forever Yogurt</td>
<td>1739 Sherman Ave.</td>
<td>10am-11pm/midn.*</td>
<td>2013</td>
</tr>
<tr>
<td>Taco Bell</td>
<td>1743 Sherman Ave.</td>
<td>NA (7am-11pm/mid)</td>
<td>Legal-nonconforming</td>
</tr>
<tr>
<td>Olive Mediterranean Grill</td>
<td>1726 Sherman Ave.</td>
<td>NA (10:30am-9pm)</td>
<td>Legal-nonconforming</td>
</tr>
</tbody>
</table>

* Hours not specified as a condition of special use approval, but noted in documents and testimony that
must be followed in substantial compliance (both instances are Substitutions of Special Use where
original ordinance was approved without hours condition).

Given the operational hours of similar uses on the block and in the greater downtown
area, DAPR felt the operation of Insomnia Cookies until 3am daily could set a
precedent. The applicant believes limiting hours to close earlier than 3am is detrimental
to the business and does not plan to operate if late night hours are limited as
recommended by DAPR. The Zoning Board of Appeals discussed a possibility that the
business could be allowed to operate until 3am with a review of the special use permit
after one year of operation, which would allow the special use permit to further limit the
hours if there have been demonstrated negative impacts. However, the applicant states
the requirement of a one-year review would prevent the business from pursuing the
location due to the potential risk of a future modification to hours of operation after a
significant initial investment and commitment to a long-term lease.

The Evanston location will not feature any seating, and anticipates half of the customer
base will be walk-ins who carry-out orders while the other half will utilize delivery.
Deliveries, which will primarily be conducted by bicycle in a 1 ½ mile radius from the
restaurant, will increase in late night hours to an anticipated 80-100 deliveries between
midnight and 3am. Personal employee vehicles will be used when bicycle delivery is
not optimal. Up to eight employees will work per shift, including 4-5 delivery drivers.
Security cameras are monitored from an off-site location to ensure safety during hours
of operation.

There is a bathroom off of a common hallway accessed from the rear of the restaurant.
Two parking spaces are available for employee parking in the Hilton Orrington Hotel
parking garage. The applicant intends to place a bicycle rack nearby for delivery bicycle
parking. No exterior modifications to the building are proposed other than signage. Staff
is not aware of objections to the use by adjacent property owners.
Comprehensive Plan
The Evanston Comprehensive General Plan encourages the utilization of existing commercial properties that encourage economic vitality. The Comprehensive Plan specifically includes:

Objective: Promote the growth and redevelopment of business, commercial, and industrial areas.

Objective: Retain and attract businesses in order to strengthen Evanston’s economic base.

The proposed Type 2 Restaurant will utilize a vacant space and provide a specialized late-night food option that is not currently available in Evanston.

Legislative History
January 23, 2017: The P&D Committee and City Council approved an Introduction vote with an amendment to proposed Ordinance 4-O-17 with a 3am closing time, seven days a week.

January 10, 2017: The ZBA unanimously recommended approval of the special use for a Type 2 Restaurant, Insomnia Cookies, with the following conditions:

1. Appropriate hours of operation shall be determined by City Council.
2. Employees shall not park on the street.
3. Sustainability Plan must be followed.
2. Substantial compliance with the documents and testimony on record.

Attachments
Proposed Ordinance 4-O-17 (updated February 7, 2017)
January 10, 2017 ZBA Draft Meeting Minutes Excerpt
ZBA Findings
January 10, 2017 ZBA Packet –
AN ORDINANCE

Granting a Special Use Permit for a Type 2 Restaurant
Located at 1725 Sherman Avenue in the D2 Downtown Retail Core
Zoning District and the D3 Downtown Core Developmental District
(“Insomnia Cookies”)

WHEREAS, the Zoning Board of Appeals (“ZBA”) met on January 10, 2017, pursuant to proper notice, to consider case no. 16ZMJV-0110, an application filed by Michael Sannuti (the “Applicant”), construction manager of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 1725 Sherman Avenue (the “Subject Property”) and located in the D2 Downtown Retail Core District and the D3 Downtown Core Developmental District, for a Special Use Permit to establish, pursuant to Subsections 6-11-3-4 and 6-11-4-3 of the Evanston City Code, 2012, as amended (“the Zoning Ordinance”), a Type 2 Restaurant, “Insomnia Cookies,” 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 January 23, 2017, the Planning and Development Committee of the City Council (“P&D Committee”) considered the ZBA’s record and findings and recommended the City Council accept the ZBA’s recommendation and approve the application in case no. 16ZMJV-0110; and
WHEREAS, at its meeting of January 23, 2017 and February 13, 2017, the City Council considered and adopted the respective records, findings, and recommendations of the ZBA and P&D Committee, as amended,

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

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

SECTION 2: The City Council hereby approves the Special Use Permit for a Type 2 Restaurant on the Subject Property as applied for in case no. 16ZMJV-0110.

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 December 15, 2016.

B. Hours of Operation: The Applicant may operate the Type 2 Restaurant authorized by this ordinance only between the hours of 6:00 a.m. and 3:00 a.m. on any given day.

C. Employee Parking: Employees may not utilize on-street parking during the hours of operation.

D. Recordation: Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.
SECTION 4: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 8: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced:_________________, 2017
Adopted:___________________, 2017

____________________________
Elizabeth B. Tisdahl, Mayor

Attest:                      Approved as to form:

____________________________  ______________________________
EXHIBIT A

LEGAL DESCRIPTION

The North ½ of Lot 7 and all of Lot 8 in Block 16 in Evanston in the Southeast ¼ of the Northwest ¼ of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 11-18-127-018-0000

Commonly Known As: 1725 Sherman Avenue, Evanston, Illinois.
Members Present: Myrna Arevalo, Mary McAuley, Kiril Mirintchev, Scott Gingold, Violetta Cullen

Members Absent: Mary Beth Berns, Lisa Dzieken

Staff Present: Melissa Klotz, Scott Mangum

Presiding Member: Violetta Cullen

Declaration of Quorum
With a quorum present, Vice Chair Cullen called the meeting to order at 7:00pm.

Approval of Minutes
The minutes from the December 6, 2016 Zoning Board of Appeals meeting were motioned for approval by Ms. McAuley and seconded by Ms. Arevalo. The minutes were approved 4-0-1.

New Business

1725 Sherman Avenue ZBA 16ZMJV-0110
Michael Sannuti, construction manager, applies for a special use permit for a Type 2 Restaurant, Insomnia Cookies, at 1725 Sherman Avenue. 1725 Sherman Avenue is located in the D2 Downtown Retail Core & D3 Downtown Core Development District.

Ms. Klotz read into the record.

David Lasus, Chief Operating Officer of Insomnia Cookies, stated:
- The business is a late night sweet option.
- There are currently four stores in Chicago.
- Insomnia Cookies operates in college campus and urban areas.
- The previous business at this address was an eye glass business.
- Hours of operation will be 9am to 3am on Monday through Friday, 11am to 3am on Saturday and Sunday.
- Delivery will begin at 10am on Monday through Friday and noon on Saturday and Sunday.
- All locations of the business close at 3am, except for four locations that close later.
- Papa John’s closes at 2am or 3am, and Burger King is open 24 hours.
- 3am closing is the brand of the business, so Insomnia Cookies will not open the location without 3am closing.

Mr. Gingold stated that the applicant chose a location where most restaurants close at midnight. Ms. McAuley stated that Dan’s Cookies on Foster Avenue used to cater late when they were open.
Insomnia Cookies has never closed a location.
The re-review of special use permit after one year is problematic because of leasing issues and the build-out cost.
Video surveillance is provided that is monitored live, off-site, for safety.
The retail cutoff is 3am, with a 2:45 cutoff for delivery.
The location will feature no seating, no wireless Internet, and will not be a place to hang out.
There is a shared restroom.
There will be two parking spaces for employees in the Orrington Hotel parking garage.
Most employees take public transit.
Most deliveries will be by bike, even in winter.
Staff will not use street parking.
The business will recycle cardboard, and will not use Styrofoam or plastic.
The only major appliance is a convection oven to bake pre-prepared cookies onsite. There is no hood.
Will pick up trash outside around store as required by the Sustainability Plan.
Milk and ice cream will be delivered to the store twice a week, with other deliveries once a week at the most.
Deliveries will occur at Orrington Hotel loading dock or alley.

Ms. Cullen stated that Sherman Avenue has no parking after 2am. The representative noted that most customers walk.

Mr. Mirintchev asked what the percentage of sales occur after midnight, and the applicant responded 20 to 30 percent of sales occur after midnight. The applicant added that they do not think sales will drop much when Northwestern students are gone because of the hospital and other residents.

Ms. McAuley stated the proposed late night hours would not set a precedent because the Zoning Board judges each special use applicant on its own merits and no two businesses are the same. The hours proposed are specific to the business model. Ms. McAuley would hate to turn away a viable business with a proven track record and security record.

- The applicant stated that the build out is $200,000, so they cannot risk the special use permit being reevaluated after one year as suggested in the staff memo.

Ms. McAuley said that there are other means of dealing with issues should they arise, such as through the health department, police, or other relevant departments. For example, The Keg operated inappropriately and therefore lost their liquor license and closed.

Mr. Mirintchev asked about security incidents at other locations. The applicant said there has only been one incident - a robbery occurred at a New York City location, so the business instituted a third party security team and have not had an issue since.

The ZBA entered into deliberation:
- Ms. Arevalo asked whether 24 hour operation at Burger King establishes a precedent. Mr. Gingold said it would set a precedent on that block and in that business district. Others will want those late night hours. It becomes a slippery slope.
- Mr. Gingold does not support a business that wants to be open past midnight on Sherman Avenue. It does not fit that neighborhood.
- Ms. McAuley said this is the purpose of a special use. There are other less desirable businesses open this late. This is not a precedent. It’s a unique business model that needs late hours for success. They have a proven track record. Are there other restaurants elsewhere in the City open late?
- Ms. Klotz noted that Sarpino’s and Papa Romeo’s are open late.
- Mr. Gingold said that it is about this specific area. This business is not a good fit for this street.
- Ms. Cullen said that other businesses that are open late have made concessions to gain later hours, such as security concessions or delivery only operation but this business is not willing to make concessions.
- Mr. Gingold stated that he supports the business, but cannot support it with 3am hours.
- Mr. Mirintchev said that this specific business at this location is okay for 3am hours.
- Ms. Arevalo said that she is okay with the business. Precedent is not an issue. Every case has its own merits.

The standards were addressed:
1. Yes
2. Yes, depending on hours.
3. Yes, depending on hours. Past midnight Ms. Cullen and Mr. Gingold voted “no.”
4. Yes, depending on hours.
5. Yes
6. Yes
7. Not applicable
8. Not applicable
9. Yes, depending on hours.

Mr. Gingold moved to recommend approval with conditions, seconded by Ms. Arevalo. The ZBA voted unanimously to recommend approval with the following conditions:
1. No employee parking on the street.
2. Appropriate closing hours to be determined by City Council.
3. Litter collection and garbage pickup plan required.
4. Substantial compliance with the documents and testimony on record.
In the case of

Case Number: 16ZMJV-0110
Address or Location: 1725 Sherman Ave.
Applicant: Michael Sannuti
Proposed Special Use: Type 2 Restaurant, Insomnia Cookies, in the D2 Downtown Retail Core & D3 Downtown Core Development District

After conducting a public hearing on January 10, 2017, the Zoning Board of Appeals makes the following findings of fact, reflected in the audio-visual recording of the hearings, based upon the standards for special uses specified in Section 6-3-5-10 of the Zoning Ordinance:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) It is one of the special uses specifically listed in the zoning ordinance;</td>
<td>X Met, Not Met, Vote 5-0</td>
</tr>
<tr>
<td>(B) It is in keeping with purposes and policies of the adopted comprehensive general plan and the zoning ordinance as amended from time to time;</td>
<td>X Met, Not Met, Vote 5-0 Cullen, Gingold – standard not met if hours extend beyond midnight.</td>
</tr>
<tr>
<td>(C) It will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood and the effect of the proposed type of special use upon the city as a whole;</td>
<td>X Met, Not Met, Vote 5-0 Cullen, Gingold – standard not met if hours extend beyond midnight.</td>
</tr>
<tr>
<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
<td>X Met, Not Met, Vote 5-0 Cullen, Gingold – standard not met if hours extend beyond midnight.</td>
</tr>
</tbody>
</table>
(E) It can be adequately served by public facilities and services

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<tr>
<th>Met</th>
<th>Not Met</th>
<th>Vote 5-0</th>
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</table>

(F) It does not cause undue traffic congestion;

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
<th>Vote 5-0</th>
</tr>
</thead>
</table>

(G) It preserves significant historical and architectural resources;

<table>
<thead>
<tr>
<th>NA</th>
<th>Met</th>
<th>Not Met</th>
</tr>
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</table>

(H) It preserves significant natural and environmental features; and

<table>
<thead>
<tr>
<th>NA</th>
<th>Met</th>
<th>Not Met</th>
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</table>

(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.

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
<th>Vote 5-0</th>
</tr>
</thead>
</table>

Cullen, Gingold – standard not met if hours extend beyond midnight.

and based upon these findings, and upon a vote

5 in favor & 0 against

Recommends to the City Council

approval without conditions

denial of the proposed special use

approval with conditions specifically:

1. Appropriate closing hours shall be determined by City Council.
2. Employees shall not park on the street.
3. Sustainability plan must be followed.
4. Substantial compliance with the documents and testimony on record.

Attending:  

<table>
<thead>
<tr>
<th>Aye</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>-----</td>
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</tr>
</tbody>
</table>

Mary Beth Berns
Myrna Arevalo
Scott Gingold
Violetta Cullen
Lisa Dziekan
Mary McAuley
Kiral Mirintchev
Memorandum

To: Madame Mayor and Members of the City Council

From: Martin Lyons, Assistant City Manager
       Johanna Leonard, Economic Development Division Manager
       Paulina Martínez, Economic Development Specialist

Subject: Le Tour de Noir Entreprise Evanston and Business Expo Request for Funding

Date: January 20, 2017

Recommended Action:
Staff and the Economic Development Committee recommend approval of funding for the Black Business Consortium of Evanston/Northshore (BBCENS) for an amount not to exceed $2,100.95 for costs associated with the Le Tour de Noir Entreprise Evanston and Black Business Expo. Any costs incurred prior to City Council approval will not be reimbursed.

Funding Source:
Staff recommends utilizing the Economic Development Business Retention/Expansion Fund (#225.15.5300.62662). The FY 2017 Adopted Budget for this account is $300,000. To date, $0 has been spent from this account.

Livability Benefits:
Economy and Jobs: Retain and expand local businesses
Equity and Empowerment: Ensure equitable access to community assets, and provide for meaningful community engagement
Education, Arts, and Community: Incorporate arts and cultural resources, and support social and cultural diversity

Summary:
Since November 2016, staff has worked closely with the BBCENS group to coordinate and support the 2017 Le Tour de Noir Entreprise Evanston and Business Expo. The event for 2017 will take place on Saturday, February 25, 2017. The bus tour is scheduled to last 3 (three) hours, starting at 1:00pm, and will be followed by a business expo, starting at 3:00pm at the Levy Senior Center. The bus tour and business expo are open to the public.
City staff has provided the BBENS group the following technical assistance in support of their group and the upcoming event:

- a website (www.CityofEvanston.org/LeTourdeNoir);
- a digital ticket platform;
- a business sign-up form; and
- graphic design services (two logos, poster, social media graphics, promotional half-cards).

Additionally, staff will be present on the day of the event to document the event through video and photography.

Staff and the Economic Development Committee recommend approval of funding for an amount not to exceed $2,100.95 for:

<table>
<thead>
<tr>
<th>TOUR</th>
<th>Amount</th>
<th>Proposed Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus</td>
<td>$650.00</td>
<td>City of Evanston</td>
</tr>
<tr>
<td>Narrator</td>
<td>$100.00</td>
<td>City of Evanston</td>
</tr>
<tr>
<td>Tote bag</td>
<td>$300.00</td>
<td>City of Evanston</td>
</tr>
<tr>
<td>Customized Note Pads</td>
<td>$200.00</td>
<td>City of Evanston</td>
</tr>
<tr>
<td>Duplex card with map and listing</td>
<td>$83.00</td>
<td>City of Evanston</td>
</tr>
<tr>
<td>Print Advertisement (Evanston Roundable)</td>
<td>$347.00</td>
<td>City of Evanston</td>
</tr>
<tr>
<td>EXPO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Space rental, Levy Center</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Table dressings</td>
<td>$250.95</td>
<td>City of Evanston</td>
</tr>
<tr>
<td>Name tags for businesses + lanyards</td>
<td>$170.00</td>
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</tr>
<tr>
<td>Musical Entertainment/background</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Total Cost</td>
<td>$2,100.95</td>
<td></td>
</tr>
</tbody>
</table>

The funding request from the BBCENS includes costs associated with live entertainment, for which staff recommends that these are not funded from the Economic Development Fund, but rather from donations from the participating businesses.

The events are free and open to the public; however, the BBCENS will ask for a suggested donation of $20 per person and $15 for seniors and children for the bus tour to cover the cost of a business directory, other expenses, and next year's event.

**Background:**

The BBCENS is “a group of Evanston-based Black business owners who have agreed to work together to share resources, network, discuss common concerns, and to facilitate support among each other.” The BBCENS was created in January 2015 by business owners Clarence & Wendy Weaver of C&W Market and Ice Cream Parlor (1901 Church Street) and Larry & Jean Murphy of Yofresh Yogurt Café (635 Chicago Avenue). In February 2016, the first tour took place and attracted 30 people, for which the City of Evanston provided $1,117 in funding assistance. The Consortium now
includes approximately 40 Black-owned businesses that are focused on the creation of a directory of Black-owned businesses and the Le Tour de Noir Enterprise Evanston and Black Business Expo.

On February 20, 2016, the BBCENS hosted a three-hour bus tour narrated by Rhonda Craven, in celebration of African American History Month. Le Tour de Noir Enterprise Evanston was designed to highlight, and encourage the public become visit Evanston Black-owned businesses. The tour included stops at a number of the Black-owned establishments in Evanston for an introduction to the business owner and an in depth conversation about the individual business. WGN covered the tour and broadcasted the story on February 20th and 21st.

Attachments:
- Letter from Black Business Consortium of Evanston/Northshore
- Proposed Budget from Black Business Consortium of Evanston/Northshore
- Article about Black Businesses
- Listing of Black Businesses in Evanston by Ward
- Quotes and Estimates for the Event
January 3, 2017

City of Evanston
Economic Development Committee
2100 Ridge Ave.
Evanston, IL   60201

Dear Members of the Economic Development Committee,

The Black Business Consortium Evanston/Northshore (BBCEN) is excited to inform you that the 2017 Le Tour de Noir Entreprise Evanston is on! It is scheduled for Saturday, February 25, 2017. And, we are excited to learn that the Economic Development Committee of COE is committed to providing a variety of resource supports (e.g., personnel, technical, financial, media) for this year's event. We appreciate the co-sponsorship of the Economic Development committee, and the work initiated thus far by Ms. Paulina Martinez, Economic Development Specialist, has provided valuable insight and support in the planning process.

The BBCEN is requesting financial support in the amount of $1,965 from the COE's Economic Development Committee to support the Le Tour de Noir Entreprise Evanston -2017”, a budget is attached for your review and consideration. While we feel the requested amount is accurate, we ask that a miscellaneous line item of $300 be considered for unanticipated cost.

Members of the Planning committee for the BBCEN have taken into consideration feedback and suggestions provided by attendees at the 2016 event. Suggestions included the following: increasing the cost of the event, fewer stops along the tour, and serving food items in one place. These suggestions have been incorporated into a new and expanded design that includes a Business Expo as a part of the Bus Tour. The attached budget reflects this change.

If additional information is needed, the planning committee would be more than happy to respond.

Thank you,

Jean C. Murphy, EdD
Coordinator of “Le Tour de Noir Entreprise Evanston”

Attachments
Le Tour de Noir Entreprise Evanston - 2017  
BUS TOUR and BUSINESS EXPO

Preliminary Budget

<table>
<thead>
<tr>
<th>Expenses</th>
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<tbody>
<tr>
<td>Tour</td>
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<tr>
<td>Bus</td>
<td>$ 650.00</td>
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<tr>
<td>Narrator</td>
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</tr>
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<td>Tote bag</td>
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<tr>
<td>Souvenirs</td>
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<tr>
<td>- Pens/magnets/calendars/note pads</td>
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<tr>
<td>Directory</td>
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<tr>
<td>Duplex card with map and listing</td>
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<table>
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<td>$20 x 55 persons</td>
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<td>BLACK-OWNED BUSINESSES</td>
<td>WARDS</td>
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<tr>
<td>-------------------------------------------------------------</td>
<td>-------</td>
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<tr>
<td>Stepping Out on Faith Consignment</td>
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<tr>
<td>Robert Reese Financial Services</td>
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<tr>
<td>Terry Performance Group</td>
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<td>American Defensive Driving School</td>
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<tr>
<td>Ashley Lauren Hair Institute</td>
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<tr>
<td>Good News Laundromat</td>
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<tr>
<td>Blaze the Dance Floor</td>
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<tr>
<td>Jim Lee State Farm Insurance</td>
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<tr>
<td>Give Me a Break Spa</td>
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<tr>
<td>Carl Hill, MD</td>
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<tr>
<td>Thompson Funeral Home</td>
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<tr>
<td>Haliburton Funeral Home</td>
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<tr>
<td>The Fitness Matrix</td>
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<tr>
<td>Fitness Avenues</td>
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<tr>
<td>Dental Art Specialists</td>
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<tr>
<td>Diggers &amp; Diggers Painting</td>
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<tr>
<td>Let Us Drive You</td>
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<tr>
<td>YoFresh Yogurt Cafe</td>
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<td>Hip Circle Studio</td>
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<td>PDQ Construction</td>
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<td>Executive Studio</td>
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<td>Eye Boutique Closet</td>
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<tr>
<td>Generation Copy</td>
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<tr>
<td>Studio 876</td>
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<tr>
<td>C &amp; W Market &amp; Ice Cream Parlor</td>
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<tr>
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<td>Church St. Barber Shop</td>
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<td>Boesell Imports</td>
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<td>Hair by Paula</td>
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<td>Claire's Korner</td>
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<tr>
<td>Cutting Edge Hair Salon</td>
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<tr>
<td>Hecky's Barbecue</td>
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<tr>
<td>C &amp; B Construction</td>
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<tr>
<td>Commun. Builders</td>
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<td>Cath Assoc</td>
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<td>InSync Data Systems</td>
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<tr>
<td>Smitty's Towing</td>
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<tr>
<td>Just Turkey</td>
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<td>Turf Care Landscaping, Inc</td>
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<td>WeRBeautiful-Online</td>
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<td>Kingston Grill</td>
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<td>Dreamtown Realty</td>
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<td>Peeled Juice Bar</td>
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<td>Rich Foreman Photography</td>
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<tr>
<td>Dietric 21 LLC</td>
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<tr>
<td>Classy Closet</td>
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<tr>
<td>Don Woods Decorating</td>
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<td>Minouchic Boutique</td>
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<tr>
<td>Priority Management</td>
<td></td>
</tr>
<tr>
<td>True Power Electric</td>
<td></td>
</tr>
<tr>
<td>Kelvin Comp.</td>
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</tr>
<tr>
<td>Jennifer's Ediles</td>
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<tr>
<td>Wesley's International</td>
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</tr>
<tr>
<td>SHE IS CODE</td>
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<tr>
<td>Honey Bee, Inc. (Paige &amp; Paxton STEM)</td>
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<tr>
<td>Sugar Baker</td>
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<td>Ikandi Hair Studio</td>
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<td>Shorefront Legacy Center</td>
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<td>Harold's Chicken</td>
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<td>Style Rite Beauty &amp; Barber Salon</td>
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<tr>
<td>Divine African Hair &amp; Braiding</td>
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<tr>
<td>HV Salon &amp; Spa</td>
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<tr>
<td>Caribbean Shipping &amp; Postal Service</td>
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<tr>
<td>Bah's Hair Braiding</td>
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<tr>
<td>Parker and Sons Carpet Cleaning</td>
<td>7</td>
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<tr>
<td>Brown Baby Reads-Online</td>
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<td></td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td>9</td>
</tr>
</tbody>
</table>
City of Evanston Wards

Wards
- Ward 1: Judy Picke
- Ward 2: Peter Braithwaite
- Ward 3: Melissa A. Mylne
- Ward 4: Donald N. Wilson
- Ward 5: Delores A. Holmes
- Ward 6: Mark Tremont
- Ward 7: Eleanor Ravello
- Ward 8: Ann Ramey
- Ward 9: Susan Miller

Main Road
- Local Street
- Railroad
- Park
- Water

City of Evanston

This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/usedata/11100.html for more information.
BLACK BUSINESS EXPO
2/25/17
3:00 – 8:00

Schedule of Activities

2:00 – 2:45  Business Set-up
2:45 – 3:00  Business Registration

3:00 – 6:00  Vendors and public
             Projection of businesses and business corridors

             Welcome from the COE, Peter Braithwaite +
             Dr. Larry Murphy, Facilitator

4:00 – 4:20  Panel on Small Business, Big Impact!, Stage area
             Alderman Peter Braithwaite, Facilitator
             - The Fitness Matrix, Albert Ferguson
             - C & W Market and Ice Cream Parlor, Clarence Weaver
             - YoFresh Yogurt Cafe, Dr. Larry Murphy
             - Turf Care Landscaping, Inc., Connie Lytle

4:30 - 6:00  Entertainment in Background – Stage
             Jazz Musicians,
             Kamila Muhammad and Thaddeus Tukes, Northwestern Graduates
             The Spoken Word (Poems, lyrics, short stories)
             Edward Hegeman, High School Teacher-Urban Prep Academies

6:00 – 7:30 p.m.  BBCENS Networking Meeting and Group Photo, Linden Roon
Research Objectives:
Discovering and sharing information about black American individuals, known and unknown, and understanding their significance and impact within the context of their immediate communities and the larger society.

Research Experience:
Second Baptist Church of Evanston, Illinois
July 2009-present
Church Historian
Led effort to confirm the church's official establishment date
Consolidate archival materials with information during ongoing research since summer 2008
Provide data for historical retrospectives via writings, verbal presentations and portrayals of significant church members
Collaborate with church ministries to provide more complete accounts of their timelines and works
Provide data and resources for families seeking ancestral information

Projects:
Narrator
Le Tour de Noir Entreprise Evanston, February 20, 2016
Gardner-Coleman Family Reunion, July 2, 2016

Garrett-Evangelical Theological Seminary, Evanston, Illinois
December 2013-January 2014
Researcher
Prepared profiles on “Unnamed Faithful Black Women Freedom Fighters” for the Church and the Black Experience blog during Black History Month

Churchavists
August 2012-present
Charter Member
Quarterly meeting of Evanston church archivists and historians to discuss resources and efforts to share history within their houses of worship

Resource Person
2009-present
Mutual sharing of information and resources for ongoing projects with organizations and individuals, e.g., Shorefront Legacy Center (Chicago/North Shore black history archives); Evanston History Center; families with long-standing ties to Second Baptist; students seeking contextual information for theses and dissertations; Dr. Karen Kossie-Chernyshev (Texas Southern University, historian for Lillian B. Horace [wife of a former Second Baptist pastor, J. Gentry Horace])

Publications:
Various articles for Second Baptist Church bulletins and newsletters
http://shorefrontjournal.wordpress.com/2012/12/10/nichard-day-early-entrepreneur/
Work

Experience: Senior Helpers
June 2016-present
Administrative Assistant
Provide range of office support for agency that offers personalized in-home services for seniors to help them remain independent.

Experience: LegalShield (previously Pre-Paid Legal Services)
May 2009-present
Independent Associate
Provide access to affordable monthly memberships for legal and identity theft services for individuals and companies.

Davis Enterprises, Evanston, Illinois
November 1996-May 2016
Office Manager and Dispatcher—Provided overall support to three companies: Design Mortgage (1996-1999); Aarynn/Allyssa Trucking: a North Shore Courier (1996-May 2016) and Davis Transportation (1999-May 2016). Provided primary telephone and e-mail contact for businesses and individuals seeking passenger transportation and local courier services.

Education:

University of Bridgeport, Bridgeport, Connecticut 1973-1977
Broadcast Journalism major

Western High School, Baltimore, Maryland 1968-1972
College Preparatory program

Memberships:

Toastmasters International 1993-2008
Member of Diplomatic Toastmasters Club, Second Baptist Church
First Prize, Evaluation Speech Contest 2002
Division Governor of the Year 2006

References: Furnished upon request
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<thead>
<tr>
<th>Vendor Quotes</th>
<th>Description</th>
<th>Quantity/Cost</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td><strong>1. Office Depot</strong> Post It Pads</td>
<td>Lined with logo, 4x6 50 sheets per pad</td>
<td>160</td>
<td>$288.70</td>
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<tr>
<td><strong>2. Genertation Copy</strong></td>
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<tr>
<td><strong>3. 4 All Promos</strong> <a href="http://www.4allpromos.com">www.4allpromos.com</a></td>
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<tr>
<td><strong>3. Quartet Digital printing</strong></td>
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<td>$108 + tax</td>
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<tr>
<td><strong>1. GFS Table Skirts</strong></td>
<td>Table skirts for 8'tables 782060</td>
<td>8 boxes at $29 each + 2 at $4.99 each</td>
<td>$232 +9.98=$241.98</td>
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<tr>
<td></td>
<td>Table skirts for 3 6' round tables 2718500</td>
<td>$2.99 x3</td>
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<tr>
<td></td>
<td>Order week in advance</td>
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</tr>
<tr>
<td><strong>2. Party City Table skirts</strong></td>
<td>Fitted Table skirts 96 round</td>
<td>$9.99 each x 50 $3.99 each x3</td>
<td>$500.00 $12.00</td>
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<tr>
<td><strong>3. Factory Direct Party</strong> @www.factorydirectparty.com</td>
<td>Green table skirts for 8' tables</td>
<td>$2.99</td>
<td>$149.50 + shipping + tax</td>
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<tr>
<td><strong>1. Custom Lanyard.net</strong> Lanyards</td>
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<td>$384.00 tax + shipping included</td>
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<tr>
<td>1. Ideal Charter Bus</td>
<td>Tour bus</td>
<td>$484 ($525-$41 in discounts)</td>
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<td>----------</td>
<td>-----------------------------</td>
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<tr>
<td>2. Luxury Motor Coach</td>
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<td>$1,056.10</td>
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<tr>
<td>3. Infinity Transportation</td>
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<th>1. Specialty Premium Group</th>
<th>Tote bags</th>
<th>$1.95/unit (100 min) + 45 set-up charge</th>
<th>$245.00</th>
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<tr>
<td>2. Underground Printing</td>
<td></td>
<td>$2.14/unit (150 min)</td>
<td>$353.10</td>
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<tr>
<td>3. Evanston Imprintables</td>
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<td>$2.26/unit (100 min) + 25 set-up charge</td>
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<table>
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<tr>
<th>2. Office Depot</th>
<th>Lanyards with clip</th>
<th>$9.99 for packet of 12 x 9 packets</th>
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<tr>
<td>Badge Holders (clip style)</td>
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<td>$19.99 per packet of 50 x 3</td>
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<td>3. Wholesale Lanyards</td>
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<td>100</td>
<td>$198.00</td>
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**Product Name** Recession Buster Die Cut Bag - Screen Print

**Description** Bag new business with our Recession Buster bag! This environmentally conscious bag is constructed out of 70 GSM non-woven polypropylene and contains 20% post-industrial recycled content. Features strong, machine-made "Maxi-Weld" seams that create an affordable alternative to traditionally sewn seams while maintaining durability. Measures 10" x 14" with die cut handles. Customize with your company name and logo using our screen printing process! / Set-up is per color per design / Run charge is each per additional color per location (up to 4 spot colors per side) / Call for Rush Service availability /

**Material** Non-Woven Polypropylene

**CPN** 6163782

**Color** Yellow, Black, Tan, Orange, Royal Blue

**Size** 10 " x 14 "

**Imprint Method** Screen Print set-up charges $40.00


**Imprint Size** 5" x 6"

**Production Time** 5 business days

<table>
<thead>
<tr>
<th>Quantity</th>
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<tbody>
<tr>
<td>Price</td>
<td>1.35</td>
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</tbody>
</table>

**Price Includes** 1 Color / 1 Side - Screen Print
Finalize Your Order for Quote Q902661
Paulina Martinez, pmartinez@cityofevanston.org

Shipping Info
First Name: Paulina
Last Name: Martinez
Company / Group: Martinez

Store
818 Clark Street Evanston IL
224 420.7942

In Hands Date
Guaranteed by the end of the day on 02/01/2017

Pricing Info
Jetline Nonwoven Value Tote
Color: Hunter Green
Style #: BG107

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<tr>
<th>Size</th>
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<tbody>
<tr>
<td>OS</td>
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Product Subtotal: $321.00
Shipping: $0.00
Subtotal: $321.00
Tax: $32.10
Grand Total: $353.10

Pickup Order in Store
Ship to Me
Pay for Order

Add Discount Code
428 of 476
QUOTE FOR City of Evanston Economic Development Di, Totes

Evanston Imprintables Inc.
2118 Ashland Unit 2
Evanston, IL 60201
(847) 425-3990 / Fax: (847) 425-3991
Email: orders@evanstonimprintables.com

Quote Date: 1/27/2017
Customer Account #: 7970
TERMS: Net 15

Bill To
City of Evanston Economic Development Di - Paulina Martinez
2100 Ridge,
Evanston, IL 60201
(847) 859-7833
Email: pmartinez@cityofevanston.org

Ship To
City of Evanston Economic Development Di - Paulina Martinez
2100 Ridge,
Evanston, IL 60201
(847) 859-7833
Email: pmartinez@cityofevanston.org

<table>
<thead>
<tr>
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Work Order A - Screen Printing - Noir Totes

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<th>6-8</th>
<th>10-14</th>
<th>S</th>
<th>M</th>
<th>L</th>
<th>XL</th>
<th>2XL</th>
<th>3XL</th>
<th>Other</th>
<th>QTY</th>
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Art Setup: $0.00
Setup Fees: $25.00
Sub Total: $251.00

Account Aging

<p>| | |</p>
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<tr>
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<td>31-60</td>
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<td>61-90</td>
<td>$0.00</td>
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<tr>
<td>Total</td>
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Payments

<table>
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<tr>
<th>Date</th>
<th>Method</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>

Order Total: $251.00
Sales Tax: $0.00
Shipping/Handling: $0.00
Amount Due: $251.00
Payments: $0.00
Balance Due: $251.00

Thank you for your business.
QUOTE FOR City of Evanston Economic Development Di, Totes

PLEASE SIGN AND FAX/SCAN OR EMAIL YOUR ORDER APPROVAL BEFORE 2PM.

STANDARD PRODUCTION IS 7 - 10 BUSINESS DAYS ONCE WE RECEIVE YOUR APPROVED ORDER. YOUR ARTWORK MUST BE SENT WITH YOUR APPROVAL IN ORDER TO MAINTAIN PRODUCTION TIMELINE!

ART APPROVALS WILL BE SENT WITHIN 72 HOURS AND MUST BE APPROVED WITHIN 1 BUSINESS DAY IN ORDER TO ASSURE COMPLETION OF YOUR ORDER IN A TIMELY MANNER.

RUSH SERVICE IS AVAILABLE FOR AN ADDITIONAL FEE (5 DAYS +20%, 3 DAYS +40%, 1-2 DAYS +50%).

I have reviewed the attached order and found it to be correct and free from any errors. I have authority to purchase this product as an individual or an agent for the company/school or agency listed as customer. I confirm that the quantities, shirt styles, and other information on this form are correct. I agree to pay the amount listed as the Balance Due upon completion of the order. LATE FEES WILL BE ASSESSED FOR EACH DAY BEYOND THE PAYMENT TERMS. Acceptance of this order and your verbal, written or email approval are a binding contract. I agree to pay any and all fees incurred for failure to pay this invoice according to the stated terms. Fees may include, but are not limited to: monthly service charges, late fees, collection costs, attorneys fees and filing charges.

IF YOU HAVE ANY QUESTIONS ABOUT YOUR INVOICE, PLEASE CONTACT US AT EIRECEIVABLES@GMAIL.COM.

Thank you and we appreciate your business!

Thank you for your business.
Dear Jean Murphy,

Thank you for considering Infinity Transportation Management LLC for your transportation needs. We will be happy to provide you with private, safe and reliable transportation. Below please find your price quote.

If you would like to finalize your reservation please print out, initial and sign all pages of this form and fax to 847-297-1117 or email to reservations@infinitytransportation.net. Your reservation is not confirmed until you receive an email confirmation for your reservation. Contact our office to confirm receipt of contract. Should you have any questions, please contact us at (866) 312-5466 or 847-297-1110.

Customer: Jean Murphy

Contact & Phone Number:

Secondary Contact & Phone Number:

Trip Routing Information: Pick-up Date: 02/25/2017
Pick-up Time: 01:00 PM
Vehicle Type: COACH 52
Occasion:

--- Original message ---
From: "Infinity Transportation Management LLC." <reservations@infinitytransportation.net>
Date: 1/25/17 12:36 PM (GMT-06:00)
To: blackbusconsortiumevanston@gmail.com
Subject: Quote from Infinity Transportation Management LLC. [Ref# 47627]
Trip Duration:
Routing Details: PU: , TBD Location, Evanston IL,
ST: , As directed for tour (5 or 6 stops), Evanston IL,
DO: , TBD Location, Evanston IL,

Notes/Comments: ***3-hour charter, overtime hours begin at 4PM at a rate of $75/hr*** ***NO LUGGAGE ROOM OR RESTROOM ON BOARD*** ***ONLY 51 PASSENGERS MAX FIT ON THIS BUS*** ***BUS MUST MAKE STOPS- WE CANNOT DRIVE AROUND WITHOUT ANY STOPS***

Initials________

Price based on itinerary provided at the time of obtaining quote with basic information from the consumer and may be subject to change upon receipt of full itinerary and route information. *Quote provided only valid for 14 days. Prices are subject to change without notice. Please note that a vehicle is not secured until a signed contract and deposit is submitted.*

***THERE IS NO GUARANTEE THAT OVERTIME HOURS WILL BE AVAILABLE. PLEASE BE SURE THAT THE NUMBER OF HOURS BOOKED WILL BE SUFFICIENT TIME FOR YOUR EVENT.***

<table>
<thead>
<tr>
<th>Charges &amp; Fees</th>
<th>Rate Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flat Rate:</td>
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<tr>
<td>Credit Card Fee: (2.50%)</td>
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<td>STC: (1 x 9.00)</td>
<td>$9.00</td>
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<tr>
<td>Estimated Total (USD):</td>
<td>$419.00*</td>
<td></td>
</tr>
</tbody>
</table>

*There will be a $54 charge for all airport arrivals for buses and $9 charge for all pickup & drop off to city of Chicago. Meet & greet service is available upon request for an additional fee, please call for a rate. Additional fuel and/or travel time charges may apply for the following; total mileage exceeds 50 miles of total travel while in service, pick up and/or drop off location are more than 40 miles away from Chicago. * Prices are subject to change without notice *

Card Holder Initials________
CHARTER CONTRACT

ALL CHARGES WILL BE FINALIZED BY INFINITY TRANSPORTATION MANAGEMENT, LLC.

TERMS & CONDITIONS

Card Holder Initials________

· Infinity Transportation Management, LLC is not liable in the event of mechanical breakdown while providing the services and will only be responsible for making up lost time at a mutually agreed date.
· The client assumes full financial liability, including consequential damages, for any damage to the vehicle caused during the duration of the rental by them or any member of their party.
· For all bus and charter services we require a coordinator (as well as coordinator’s mobile phone number where we can be in touch during the shuttle service) to be provided by the customer in the contract. The coordinator or the customer will be the sole party responsible for coordinating with the drivers during the duration of the service and directing passengers to the vehicle. Not having a coordinator may cause passengers to not properly locate the vehicle and confusion between drivers and passengers. As such, neither Infinity Transportation Management, LLC nor its agents are responsible for failure of passengers to locate the shuttle service. If the contact person cannot be reached at the time of service Infinity Transportation Service, LLC will not be responsible for any damages. Scheduled stops, drop offs and/or turnaround times may be longer than anticipated based on traffic/road conditions and such Infinity Transportation Management, LLC shall not be liable for any delays.
· Smoking is not allowed in any of our vehicles. A fee of $250.00 for each carpet or seat burn will be charged if damaged occurs by the charter group or anyone in the vehicle.
· Sanitation/Clean up fee of $250.00 will be charged if vomiting occurs or if vehicle is left dirty by any member of the party in the vehicle. Glass bottles, glass cups or Styrofoam coolers are not allowed on our vehicles. Beverages (Soft Drinks, alcohol…etc), and/or food is highly discouraged and may be subject to additional fees if brought aboard.
· Infinity Transportation Management, LLC will not be responsible for delays or termination caused by act of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, the hazards or danger incident to state of war, accidents, breakdowns, bad road conditions, snow storms and other conditions beyond its control and does not guarantee to arrive at or depart from any point at a specific time. Infinity Transportation Management, LLC will endeavor to maintain the schedule submitted to its agent or employee, but same is not guaranteed. If any of the above conditions, or any other condition beyond its control, make it, in the opinion of Infinity Transportation Management, LLC, inadvisable to operate vehicles, either from the place of origin, or to any point en route, Infinity Transportation Management, LLC shall not be liable therefore or be caused to be held for damages for any reason whatsoever. The Customer will be held responsible for any and all damage incurred to the vehicle by the passengers for duration of the event.
· Itineraries must be in writing to our office at least 7 days prior to service date. Infinity Transportation Management, LLC’s driver will be furnished with a copy of the entire agreed upon itinerary, and driver will be specifically instructed to strictly follow it. If you make any changes in the agreed upon itinerary at the time of service, Infinity Transportation Management, LLC will not be responsible of the damages or the delays occurred due to the change of itinerary and may be subject to additional fees at the discretion of Infinity Transportation Management, LLC.
· Extra charges will apply for any extra stops for point to point and airport drop offs and pick-ups. Charges may vary from $5-$150 for each stop. Additional charges may apply depending on distance, wait time or other circumstances. To avoid any discrepancies in fees please contact our office with any additional stops.
· Additional fee will apply to reservations between 11:00 PM-4:00 AM.
· Customer is responsible for all parking fees during the duration of the trip.
· For overnight or out of state trips customer is responsible for drivers accommodations. Customer is responsible to secure parking facility to accommodate size of vehicle and all parking and/or accrued expenses due to parking.
· Drivers follow all Federal DOT Regulations.
Infinity Transportation Management, LLC is not liable for the loss or damage of any items of personal property.

All unpaid deposits and balances are authorized by Customer, with either verbal or signed acceptance of services.

If enforcement of this agreement is referred to an attorney and/or collection agency, Customer agrees to pay all attorney and/or collection fees.

Infinity Transportation Management, LLC reserves the right to substitute one vehicle or more vehicles for a booked vehicle providing the Customer the same or greater seating space in total.

Any downsizing of previously reserved duration of service or vehicle size will not relieve Customer from the responsibility of paying the full amount of the originally scheduled charter.

Consumption of alcoholic beverages by passengers under 21 years of age is prohibited.

Card Holder Initials________
The Customer and all passengers in Customer's party are expected to conduct themselves in a manner not injurious to themselves, to third parties, or to the hired vehicle. Customer agrees to indemnify Infinity Transportation Management, LLC for any damages and attorney fees resulting from any third-party claims as a result of the acts or omissions of Customer or the Customer's party.

Decision as to the unusual use or wear of the vehicle rests with Infinity Transportation Management, LLC solely, and its experience as to the general use of hired vehicle. Customer is fully responsible for the repair and/or replacement of any part of the vehicle harmed by any passenger.

Emerging from the roof hatch while the vehicle is in operation is prohibited. If passengers are minors, the sun roof will remain locked and closed, the dividers will remain locked and open, and a phone number of a parent of one of the passengers must be given to the driver prior to the ride.

If at any time the service is terminated due to unruly conduct, damages to the vehicle, or abuse of any kind that Infinity Transportation Management, LLC deems valid, no refund of money will be made. Infinity Transportation Management, LLC reserves the right to refuse service as it deems appropriate.

Drivers follow all Federal Department of Transportation Regulations. Rate may be subject to change based on itinerary provided. Itinerary must coincide with drivers hours allowed by DOT regulation or will be subject to refusal by office of driver.

To avoid any issues while service is being provided please submit your itinerary in full at least 7 days prior to reservation date.

Reservation date(s) may not be rescheduled, effective dates shall be the dates on the contract unless written consent has been given by Infinity Transportation Management, LLC.

All deposits are non refundable and non transferable if cancellation is made. Cancellations made less than 7 days prior to reservation date will be charged in full.

Infinity Transportation Management, LLC is not responsible for: Loss or damage to luggage including contents, Carry-on items that may be damaged in transit, Cash, jewelry and computers, Items left in vehicles. In no event shall Infinity Transportation Management, LLC or any of its affiliates, or any of their officers, directors, employees, agents, representatives, information providers or licensors be liable for any direct, indirect, incidental, special, consequential, punitive or other damages (regardless of the form of action) arising out of (i) use of the service by any person, including but not limited to any damage caused by any reliance on, or any delays, inaccuracies, errors or omissions in, any information and content accessed over the service, (ii) any use or inability to use the service for whatever reason, including but not limited to communications failure or any other failure with transmission or delivery of any information accessed through the service, or (iii) any goods or services discussed, purchased or obtained, directly or indirectly, through the service, in each case even if advised of the possibility of such damages.

Customer agrees that any and all disputes and claims brought by Customer in relation in any way to this Agreement (including the arbitration of any claim or dispute and the enforceability of this paragraph), shall be submitted to and resolved by means of confidential arbitration conducted in the State of Illinois, Cook County. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any principles of conflicts of laws, and you hereby consent to the exclusive jurisdiction of the state and federal courts sitting in Cook County, Illinois. The arbitration shall be conducted under the then prevailing Commercial Arbitration Rules of the American Arbitration Association (AAA). Customer may litigate a claim subject to this paragraph in court only to compel arbitration under this Agreement or to confirm, modify, vacate or enter judgment on the award rendered by the arbitrators. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. The arbitrators will have no authority to award punitive or other damages not measured by Customer's actual damages, except as may be required by statute. In no event shall an award in an arbitration initiated under this clause exceed the total service fee paid by Customer. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. To the fullest extent permitted by applicable law, no arbitration under this Agreement.
shall be joined to an arbitration involving any other current or former user of the Service, whether through class arbitration proceedings or otherwise.

- Should Infini
Fwd: Quote 02/25 Chicago
1 message

drjcmurphy@netscape.net <drjcmurphy@netscape.net> Wed, Jan 25, 2017 at 1:03 PM

To: pmartinez@cityofevanston.org

Paulina
Here's the 3rd Bus quote for Le Tour de Noir.

Jean

Sent from AOL Mobile Mail
Get the new AOL app: mail.mobile.aol.com

From: quote <quote@charterempire.com>
Date: Wednesday, January 25, 2017
Subject: Quote 02/25 Chicago
To: Drjcmurphy <Drjcmurphy@netscape.net>

Thank you for considering Charter Empire.
My name is Steven, I will be happy to provide you with private, safe and reliable transportation. Below please find your price quote. Should you have any questions, please contact us at (800) 218-1681.

**Luxury Motor Coach**

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<td>Gratuity: (10.00%)</td>
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<tr>
<td>Fuel: (8.00%)</td>
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**Estimated Total (USD):** $1,056.10*
To start your reservation, please click on link below.
Print, fill out and email or fax back completed form.

http://charterempire.com/cc-authoriztn2.pdf

Thank you.

Charter Empire
Steven Colby
(800) 218-1681
Quote@charterempire.com
Hi Paulina,

Ideal Charter needs a deposit of $200 to reserve the bus. How shall we handle this expense?

Jean

 forwarded message

From: Ideal Charter <reservations@idealcharter.com>
Date: Thu, Dec 8, 2016 at 11:57 AM
Subject: Quote from Ideal Charter [Ref# 25121]
To: yofreshevanston@gmail.com

Dear Jean Murphy,
Thank you for considering Ideal Charter for your transportation needs. We will be happy to provide you with private, safe and reliable transportation.

Below please find your price quote. Should you have any questions, please contact us at (708) 570-4019.

If you would like to finalize your reservation please print out, initial and sign this form and fax to 708-810-9800 or email to reservations@idealcharter.com. Your reservation is not confirmed until you receive an email confirmation for your reservation.

Ideal Charter, LLC.

Customer:
Jean Murphy

9982 Anderson Avenue Unit A
Chicago Ridge, IL 60415

P: (708)570-4019 F: (708)810-9800
Reservations@IdealCharter.Com

Please click this link to view our Company Bio: /Uploads/6067/IdealCharterBio.pdf
Please click this link to view Images of our Vehicles: /Uploads/6067/IdealCharterFleet.pdf
Please click this link to view our DOT Safety Letter: /Uploads/6067/DOTSafetyLetter.pdf
Contact & Phone Number

Secondary Contact & Phone Number:

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<tr>
<td>Pick-up Time: 09:00</td>
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<tr>
<td>Vehicle Type: COACH 52</td>
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<td>Occasion:</td>
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<td>Routing Details: PU: , TBD, Evanston IL, ST: , TBD Business Tour Evanston/Skokie, , DO: , TBD, Evanston IL,</td>
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<tr>
<td>Notes/Comments: 5 Hour Charter.</td>
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Price based on itinerary provided at the time of obtaining quote with basic information from the consumer and may be subject to change upon receipt of full itinerary and route information. *Prices are subject to change without notice. Please note that a vehicle is not secured until a signed contract and deposit is submitted.*

***THERE IS NO GUARANTEE THAT OVERTIME HOURS WILL BE AVAILABLE. PLEASE BE SURE THAT THE NUMBER OF HOURS BOOKED WILL BE SUFFICIENT TIME FOR YOUR EVENT. OVERTIME CHARGES APPLY AT A RATE OF $85 PER HOUR FOR ALL MINI BUS AND COACH BUS RENTALS. OVERTIME CHARGES APPLY AT A RATE OF $115 PER HOUR FOR ALL MOTOR COACH RENTALS***

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<tr>
<th>Cash or Check Price</th>
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<td></td>
<td>STC: $9.00</td>
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<tr>
<td></td>
<td>Estimated Total (USD): $534.00*</td>
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</table>

Payment Terms: A deposit of 30% of the charter price or $200.00 (whichever the greater amount) is due to reserve the vehicle. The price of your charter is quoted as a cash price. If paying by cash or check, a credit card will still be required on file. There will be a 3% convenience fee on any other form of payment. Payment by check is due 14 days prior to the departure date.

**THERE IS AN ADDITIONAL 3% PROCESSING FEE FOR ALL CREDIT CARD TRANSACTIONS.**

Price includes all fuel, fees as well as recommended driver gratuity. Additional gratuity can be added or lowered based on the level of service provided. Additional fuel charges may apply for all shuttles and itineraries that are not yet determined.

**Extra Services We Offer:**

- WiFi $50.00 per bus per day
- Stocked Cooler $30.00 ice water
- Onsite Coordinator $60.00 Per Hour
- Meet & Greet at airport $60.00 Per Hour
- Professional Tour Guide we have access to English, Spanish, German, Italian guides plus more... $300.00 (4 hour tour - longer tours are available - $75.00 each additional hour)

Department of Transportation allows your chauffeur 10 hours of drive time and a total of 15 hours of on duty. Your chauffeur then requires 8 hours of off duty time. Additional fuel charges may apply for all shuttles and itineraries that are not
IDEAL CHARTER TERMS AND CONDITIONS

ALL CHARGES WILL BE FINALIZED BY IDEAL CHARTER, LLC.

Please complete, sign and initial all pages of this form and fax back to 708-810-9800

(Contact office to confirm receipt of contract)

- The client assumes full financial liability, including consequential damages, for any damage to the vehicle caused during the duration of the rental by them or any member of their party. Sanitation fee of $250.00 will be charged if vomiting occurs. If vehicle is left dirty by any member of the party in the vehicle there will be additional clean up fees at a minimum of $80 Per Hour.

- Itineraries must be in writing to our office at least 2 days prior to service date. Ideal Charter, LLC.’s driver will be furnished with a copy of the entire agreed upon itinerary, and driver will be specifically instructed to strictly follow it. If you make any changes in the agreed upon itinerary at the time of service, Ideal Charter, LLC. will not be responsible of the damages or the delays occurred due to the change of itinerary and may be subject to additional fees at the discretion of Ideal Charter, LLC. The coordinator or the customer will be the sole party responsible for coordinating with the drivers during the duration of the service and directing passengers to the vehicle. Not having a coordinator may cause passengers to not properly locate the vehicle and confusion between drivers and passengers. As such, neither Ideal Charter, LLC. nor its agents are responsible for failure of passengers to locate the shuttle service. If the contact person cannot be reached at the time of service Ideal Charter, LLC will not be responsible for any damages. Scheduled stops, drop offs and/or turnaround times may be longer than anticipated based on traffic/road conditions and such Ideal Charter, LLC. Shall not be liable for any delays.

- Ideal Charter, LLC. will not be responsible for delays or termination caused by act of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, the hazards or danger incident to state of war, accidents, breakdowns, bad road conditions, snow storms and other conditions beyond its control and does not guarantee to arrive at or depart from any point at a specific time. Ideal Charter, LLC. will endeavor to maintain the schedule submitted to its agent or employee, but same is not guaranteed. If any of the above conditions, or any other condition beyond its control, make it, in the opinion of Ideal Charter, LLC. inadvisable to operate vehicles, either from the place of origin, or to any point en route, Ideal Charter, LLC. shall not be liable therefore or be caused to be held for damages for any reason whatsoever. The Customer will be held responsible for any and all damage incurred to the vehicle by the passengers for duration of the event.

- Ideal Charter, LLC. Reserves the right to substitute one vehicle or more vehicles for a booked vehicle providing the Customer the same or greater seating space in total. Any downsizing of previously reserved duration of service or vehicle size will not relieve Customer from the responsibility of paying the full amount of the originally scheduled charter.

- The Customer and all passengers in Customer's party are expected to conduct themselves in a manner not injurious to themselves, to third parties, or to the hired vehicle. Customer agrees to indemnify Ideal Charter, LLC. For any damages and attorney fees resulting from any third-party claims as a result of the acts or omissions of Customer or the Customer’s party. If at any time the service is terminated due to unruly conduct, damages to the vehicle, or abuse of any kind that Ideal Charter, LLC. Deems valid, no refund of money will be made. Ideal Charter, LLC. Reserves the right to refuse service as it deems appropriate. Decision as to the unusual use or wear of the vehicle rests with Ideal Charter, LLC. Solely, and its experience as to the general use of hired vehicle. Customer is fully responsible for the repair and/or replacement of any part of the vehicle harmed by any passenger.

- Ideal Charter, LLC. Is not liable for the loss or damage of any items of personal property. Ideal Charter, LLC. Is not responsible for: Loss or damage to luggage including contents, Carry-on items that may be damaged in transit, Cash, jewelry and computers, Items left in vehicles. In no event shall Ideal Charter, LLC. or any of its affiliates, or any of their officers, directors, employees, agents, representatives, information providers or licensors be liable for any direct, indirect, incidental, special, consequential, punitive or other damages (regardless of the form of action) arising out of (i) use of the service by any person, including but not limited to any damage caused by any reliance on, or any delays, inaccuracies, errors or omissions in, any information and content accessed over the service, (ii) any use or inability to use the service for whatever reason, including but not limited to communications failure or any other failure with transmission or delivery of any information accessed through the service, or (iii) any goods or services discussed, purchased or obtained, directly or indirectly, through the service, in each case even if advised of the possibility of such damages.

The client assumes full financial liability, including consequential damages, for any damage to the vehicle caused during the duration of the rental by them or any member of their party. Sanitation fee of $250.00 will be charged if vomiting occurs. If vehicle is left dirty by any member of the party in the vehicle there will be additional clean up fees at a minimum of $80 Per Hour.

Itineraries must be in writing to our office at least 2 days prior to service date. Ideal Charter, LLC.’s driver will be furnished with a copy of the entire agreed upon itinerary, and driver will be specifically instructed to strictly follow it. If you make any changes in the agreed upon itinerary at the time of service, Ideal Charter, LLC. will not be responsible of the damages or the delays occurred due to the change of itinerary and may be subject to additional fees at the discretion of Ideal Charter, LLC. The coordinator or the customer will be the sole party responsible for coordinating with the drivers during the duration of the service and directing passengers to the vehicle. Not having a coordinator may cause passengers to not properly locate the vehicle and confusion between drivers and passengers. As such, neither Ideal Charter, LLC. nor its agents are responsible for failure of passengers to locate the shuttle service. If the contact person cannot be reached at the time of service Ideal Charter, LLC will not be responsible for any damages. Scheduled stops, drop offs and/or turnaround times may be longer than anticipated based on traffic/road conditions and such Ideal Charter, LLC. Shall not be liable for any delays.

Ideal Charter, LLC. will not be responsible for delays or termination caused by act of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, the hazards or danger incident to state of war, accidents, breakdowns, bad road conditions, snow storms and other conditions beyond its control and does not guarantee to arrive at or depart from any point at a specific time. Ideal Charter, LLC. will endeavor to maintain the schedule submitted to its agent or employee, but same is not guaranteed. If any of the above conditions, or any other condition beyond its control, make it, in the opinion of Ideal Charter, LLC. inadvisable to operate vehicles, either from the place of origin, or to any point en route, Ideal Charter, LLC. shall not be liable therefore or be caused to be held for damages for any reason whatsoever. The Customer will be held responsible for any and all damage incurred to the vehicle by the passengers for duration of the event.

Ideal Charter, LLC. Reserves the right to substitute one vehicle or more vehicles for a booked vehicle providing the Customer the same or greater seating space in total. Any downsizing of previously reserved duration of service or vehicle size will not relieve Customer from the responsibility of paying the full amount of the originally scheduled charter.

The Customer and all passengers in Customer's party are expected to conduct themselves in a manner not injurious to themselves, to third parties, or to the hired vehicle. Customer agrees to indemnify Ideal Charter, LLC. For any damages and attorney fees resulting from any third-party claims as a result of the acts or omissions of Customer or the Customer’s party. If at any time the service is terminated due to unruly conduct, damages to the vehicle, or abuse of any kind that Ideal Charter, LLC. Deems valid, no refund of money will be made. Ideal Charter, LLC. Reserves the right to refuse service as it deems appropriate. Decision as to the unusual use or wear of the vehicle rests with Ideal Charter, LLC. Solely, and its experience as to the general use of hired vehicle. Customer is fully responsible for the repair and/or replacement of any part of the vehicle harmed by any passenger.

Ideal Charter, LLC. Is not liable for the loss or damage of any items of personal property. Ideal Charter, LLC. Is not responsible for: Loss or damage to luggage including contents, Carry-on items that may be damaged in transit, Cash, jewelry and computers, Items left in vehicles. In no event shall Ideal Charter, LLC. or any of its affiliates, or any of their officers, directors, employees, agents, representatives, information providers or licensors be liable for any direct, indirect, incidental, special, consequential, punitive or other damages (regardless of the form of action) arising out of (i) use of the service by any person, including but not limited to any damage caused by any reliance on, or any delays, inaccuracies, errors or omissions in, any information and content accessed over the service, (ii) any use or inability to use the service for whatever reason, including but not limited to communications failure or any other failure with transmission or delivery of any information accessed through the service, or (iii) any goods or services discussed, purchased or obtained, directly or indirectly, through the service, in each case even if advised of the possibility of such damages.
Cancellation Policy: Canceling prior to 7 days of the departure date, a penalty of 30% of the charter price or $200.00 (whichever the greater amount) will be charged. Canceling within 7 days of the departure date, 100% of the total charter price will be assessed to the chartering party.

Card Holder Initials: ____________________

Guarantee/Payment Information: If paying by cash or check, a credit card will still be required on file.

<table>
<thead>
<tr>
<th>Circle one:</th>
<th>Amex</th>
<th>Visa</th>
<th>MasterCard</th>
<th>Diners</th>
<th>Security Code</th>
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<tbody>
<tr>
<td>Card Number:</td>
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<td>Expiration:</td>
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<tr>
<td>Full Name on Card:</td>
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<td></td>
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<tr>
<td>Billing Address:</td>
<td></td>
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</tbody>
</table>

City: State: Zip:  

By signing this form you agree that you are the credit card holder and you are requesting the services listed at the attached file and you are authorizing Ideal Charter, LLC. to charge the credit card listed above for the services.

Card Holder Signature: Date:

(Please make a copy of both sides of your credit card and fax it back)

Please note that this reservation CANNOT be considered FINAL or CONFIRMED until the deposit is charged or an email confirmation is sent to the email address you provided.

Low Price Guarantee

Our commitment to our clients is to provide them with quality service at the most affordable prices. Ideal Charter is happy to offer a low price guarantee wherein we will meet or beat our competitors pricing on the same charter, with the same type of vehicle in most cases.

* Based on availability
* Competitors vehicles must be equivalent to our selection by year, model and capacity
* Valid on new reservations only
* Must be able to provide the lowest quote in writing
* Other restrictions may apply.

Questions regarding our price matching and/or low price guarantee should be directed to our sales department by email or facsimile at: reservations@idealcharter.com or by fax at 708-810-9800.
Mrs. Murphy,

Thank you for keeping me in the loop. This is something that we can definitely talk about in depth on Friday. However, what are your expectation for the City of Evanston in term of covering your budget?

We haven't determined our level of financial participation for 2017 and will need city council approval in advance.
Success Stories of 2016
The Fitness Matrix  We R Beautiful  YoFresh Yogurt Cafe
Small Business, Big Impact!
by
Jean C. Murphy, Black Business Consortium Evanston/Northshore

“Small business is BIG!” reports the U.S. Census Bureau's Statistics of U.S. Businesses (USCBS). The small business sector is growing rapidly. While corporate America has been “downsizing”, the rate of small business “start ups” has grown, and the rate for small business failures has declined. Black-owned businesses located in Evanston and on the Northshore reflects this trend. As of 2015 there were more than 40 + Black-owned businesses, many of which have been in business for 10 to 40 years: Executive Studio, Hecky's, Kingston Grill, Jim Lee's All State Insurance, Generation Copy. This longevity, according to the 2011 U.S. Census Bureau, is one sure measure of success as most small businesses have a life of 5 years or less. Entrepreneurship is on the rise throughout Evanston's south east, north, and west communities with new ones having started up over the last 12-36 months: Dental Art Specialists, Uncle Randy's Jamaican American Cuisine, YoFresh Yogurt Cafe, C & W Market & Ice Cream Parlor, to name a few*.

The USBS reports that there are 28 million small businesses in America accounting for 54% of all U.S. Sales. Small businesses provide 55% of all jobs and 66% of all new jobs since the 1970s. These numbers suggest that Black-owned businesses add both to the workforce and to the Evanston and U.S. economy.

Jason Nazar, Co-Founder and CEO of Docstoc, writes about Small Businesses and entrepreneurship, and bases his data on information from the U.S. Census Bureau, and data his firm collects from documents & resources collected about small businesses. Nazar says that the SBA (Small Business Association) defines a small business as an enterprise having fewer than 500 employees.

Data from Nazar, and the U.S. Census Bureau report that there are almost 28 million small businesses in the US of which over 22 million are self-employed. They further report that over 50% of the working population (120 million individuals) work in a small businesses. This means that the 40 + Black-owned businesses in and around Evanston are contributing to both the U.S. And Evanston economy, and workforce.

“Starting a business is a big achievement for many entrepreneurs”, says Andrew Beattie, a former managing editor and longtime contributor to Investopedia (a source of financial content information on the web), “but maintaining one is the larger challenge”! The three businesses featured in this article have met and weathered some of the problems identified as (money management, diversifying client base, fatigue, having too many overheads, staying current +) challenges to growth and sustainability.

• **The Fitness Matrix** founded in 2012 by Albert Ferguson is a fast growing business focused on health and wellness. Located along the Main Street corridor, near the Evanston channel, it attracts clients from throughout Evanston and the greater Northshore. Albert takes great satisfaction in having helped many of his clients reach their fitness and ultimately their health goals. He remarks at how satisfying and amazing it is to see the “transformation of self” as people meet these goals.
The Fitness Matrix has two locations with a third scheduled for opening in 2017. Each of the three locations have a different focus; individual strengthening; group strengthening through boxing and the martial arts; and the third location scheduled to open soon will focus on a marriage between medicine and fitness.

Some of Albert's successes are due to the customer-centric philosophy evident in his approach and policies with customers. He listens carefully and attentively as clients discuss their goals, interests and needs, this he suggests creates a family-like atmosphere, a home away from home. In addition, he has flexible payment options that foster his customer-center approach.

Many small businesses don't make it to the 5 year mark, but The Fitness Matrix has. Albert attributes his longevity to several factors: 1) overtime aligning his business with the right financial backers; 2) learning to think flexibly; and 3) continuous assessment to reflect shifting customer needs. These are some of the factors that many small businesses fail to take into consideration, and ultimately contribute to their early closing.

He is most proud that in addition to helping people meet their health goals, that he has provided an arena for other professionals to use his facilities as a co-op, ultimately providing opportunities for other professionals to get started as entrepreneurs as well.

The Fitness Matrix certainly fits within this story, Small business, big impact!

Contact information:
Related businesses: Fitness Avenue     Hip Circle Studio

We R Beautiful (WRB) is a mobile online store owned by proprietors Nikki and Anthony Jones. WRB provides African-American themed products such as art, books, clothing to diverse populations including Evanston/NorthShore and peoples around the world including Germany, France, and England. It has been able to sustain itself over an 11 year period as it was originally founded in 2005 as a brick and mortar store located in the Dempster/Dodge plaza.

After several years at this location the Jones family decided to follow the latest marketing trends toward on-line purchasing. This smart move has enabled WRB to thrive as a competitive 21st century on-line business. This new smart approach enabled the Jones to overcome one of the pitfalls of many small businesses – high cost of overhead such as rent, utilities and related expenses. Funds once dedicated to overhead could now be redirected to increase State-of-the Art Technology. This single factor alone enabled their business to become increasingly more, competitive, expand their customer base to a world-wide market, and increased their viability to financial lenders.

Eleven years of business has taught Nikki and Anthony that there are peaks and valleys in operating a business. They understand that it requires perseverance, 24-7 attention, and that you must be willing to constantly assess the market, be open to change.

They are most proud that they have been able to raise a family of four boys and one daughter while business owners, and that they have been able to hire one of their sons, trained in the field of technology, to keep them current with the latest trends in business growth and development.

Small business, Big impact applies to WRB as they started in a small, single location and have managed to spread their impact from Evanston throughout the world.

Contact info:
Connie and George Lytle, owners of Turf Care, Inc. are proud of the many Evanston residents they have employed over the 37 years that they have been in business. “Helping the community with jobs, and job creation is our biggest accomplishment,” states Connie Lytle, President of Turf Care, Inc. “We've done a lot of jobs with the City of Evanston (COE), hiring many minorities to assist us in fulfilling contract obligations. Over the years we've been awarded nice size contracts ... we used them to help the community.”

Since 1980 Turf Care, Inc. has beautified multiple communities through small and large contracts throughout the cities of Evanston, Chicago, and Great Lake; this is another accomplishment the Lytles are very proud of. Their landscaping skill and designs can be seen in parks throughout Evanston (Dawes, Twigs, Chiaravelle), around public buildings such as the Evanston Public Library, and the Davis Street Train Station. They have also installed newspaper racks, bicycle racks, and park benches. Accomplished they are, and beautiful and trendy is the City of Evanston.

Multimillion dollar and multi-year contracts with the City of Chicago have enabled them to plant well over 4,000 trees throughout the City of Chicago, and decorate O'Hare Airport during at least two Christmas seasons.

Competing with other female-owned companies for contracts has been challenging. Name recognition is critical to being considered when bidding on contracts suggests Lytle, trying to let them know who you are has been an ongoing challenge. Even after 37 years it's still a challenge trying to outbid other females and minorities who are more well known and connected. Knocking down doors and walls, the glass ceiling is still a challenge for Lytle, and Turf Care, Inc.

We started off with an old truck and two lawn mowers. Five years later we were doing over 200 lawns. The city saw us as a purchasing agent, we were there at the right time. Initially, we worked out of our home, but a business picked up we opened a separate office and hired people to help. We taught ourselves a lot along the way, but we learned that you must be insured, bonded, and have a knowledgeable accountant that you can trust are critical to any successful business.

YoFresh Yogurt Cafe-Evanston (YoFresh) received its license to operate in the city of Evanston in May of 2014. Since this time, the southeast Evanston located cafe has become a go-to spot for delicious frozen yogurt, soup, chili, sandwiches, quiche, hot dogs, coffee, PLUS!

Owners, Larry and Jean Murphy, believe that the PLUS is one of the key reasons for its success. Individuals come to read and relax by the fireplace in cozy recliner chairs. Families come in for desert, food, games, birthdays, celebrations after a concert, etc. Friends come in for play dates, visiting grandparents from around the world come to play with their grandchildren and have a good time. And, Community groups (YWCA, Neighbors for Peace, Ministerial Alliance, Evanston Public Library Book Review, Candidates running for office, etc.) come in to meet, talk, and plan. This is exactly what Larry and Jean had in mind when they conceptualized the cafe, a place where people would come for coffee and refreshment and stay.

YoFresh is still in its infancy with only 2½ years of operation; this is one sure measure of success as it has kept its door open while a number of new businesses have closed their doors only managing to operate less than six months to a year in Evanston's competitive business market. Ongoing assessments of customer purchases, and seasonal purchases and demands has enabled YoFresh to stay fresh and open. Popular products such as flavored popcorn, pizza slices, and barbecue sandwiches have been added to the menu of options.
Like the Fitness Matrix and WRB YoFresh has expanded it's market by responding to current trends such as marketing and selling online. Customers can now purchase online and have their frozen yogurt and/or light meals delivered without ever leaving their homes or offices. This market expansion promises to significantly increase the customer base.

Creative thinking about the 1,200 square feet of space has enabled YoFresh to market through its participation in the Evanston Chamber of Commerce. This past year YoFresh hosted a sit-down luncheon for 25, and a Business After Hours event for 25. The fall season launched YoFresh as a UPS Access point. New customers have discovered YoFresh as a place to drop off and pick up packages, but also a wonderful place to purchase yogurt and other food offerings.

More than anything, Larry and Jean love the diverse community of people that flow through the cafe. Families of every type and constellation. People from all over the world flow through the doors of YoFresh: South Africa, Germany, Indiana, California, England, Jamaica, Japan. It is a pleasure to meet and talk with them.

Contact information:
Related businesses: C & W Market

These three small successful businesses are just a few of the Black-owned businesses located in Evanston and along the Northshore. Their successes are based on their own the application of a variety of sound and creative business strategies. The Black Business Consortium hopes that you will continue to support them and the 35 + other businesses located in and throughout the Northshore. For further information see *Le Tour de Noir Entreprise Evanston=www.zeemaps.com/group=1813789.
Memorandum

To: Honorable Mayor and Members of the City Council

From: Martin Lyons, Assistant City Manager
       Johanna Leonard, Economic Development Division Manager
       Cindy Plante, Economic Development Specialist

Subject: Evanston Explorers Request for Funding

Date: February 10, 2017

Recommended Action:
Staff and the Economic Development Committee recommend approval of funding for the Evanston Explorers business group for an amount not to exceed $1,120.00 to cover the marketing costs associated with the Evanston Explorers kickoff event and the group's first year of website and mobile app services.

Funding Source:
Staff recommends utilizing the Economic Development Business Retention/Expansion Fund (Account 100.15.5300.62662). The FY 2017 Adopted Budget for this account is $250,000. To date, $0 has been spent from this account, leaving $250,000 available for expenditure.

Livability:
Economy & Jobs: Retain and expand local businesses

Background:
In response to the rise of e-commerce and the challenges it presents for brick and mortar retail, economic development staff began investigating alternative users for street-level commercial spaces in order to complement Evanston’s growing restaurant scene and continue to drive foot traffic to business districts. “Activity-based” businesses were identified as a target sector for expansion and recruitment. Examples include indoor recreation and indoor play spaces, maker spaces, cooking schools, and art studios offering classes and space to the public.

Several initial focus group meetings were held with the owners of Little Beans Café, Goldfish Swim School, Gather, Kit Gymnastics, and Lil’ Kickers Soccer to investigate opportunities for collaborative events and marketing for this group of experience-oriented businesses that focus on activities, classes, and parties for children and families. Little Beans, Goldfish, and Lil’ Kickers offered the example of “League of
Littles, a collaborative marketing program for children’s activity businesses in the City of Chicago, where they have additional locations. Participating businesses cosponsor a few annual events and offer a rotating selection of deals and coupons to customers who sign up for the group’s email list. The Evanston businesses expressed an interest in replicating this model with an Evanston focus and adding in opportunities for the Evanston Public Library and Department of Parks, Recreation, and Community Services to also be involved and promote their offerings and events.

The Evanston Explorers group launched a website and developed plans to offer similar deals and events in Evanston, beginning with a kickoff party and progressive playdate the weekend of February 10-12. The kickoff party will be held at Fleetwood-Jourdain Community Center from 4:30-6:30pm on Friday the 10 and will feature a bounce house and various children’s activities sponsored by participating businesses as well as food samples from family-friendly Evanston restaurants. On Saturday and Sunday, attendees are invited to participate in the “progressive playdate,” which offers a schedule of free activities and classes hosted at participating organizations and businesses. The goal of the event is to introduce Evanston families to these area businesses and City departments and also build engagement with the email list, Facebook group, and mobile app.

Summary:
The costs for the kickoff event marketing and first year of web services for the Evanston Explorers group are summarized as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reusable Shopping Bags for kickoff event</td>
<td>$ 807.50</td>
</tr>
<tr>
<td>Passport/schedule postcards for progressive playdate</td>
<td>$ 125.00</td>
</tr>
<tr>
<td>Facebook ads/post boosts for kickoff &amp; playdate</td>
<td>$ 20.00</td>
</tr>
<tr>
<td>Website domain &amp; hosting</td>
<td>$ 50.00</td>
</tr>
<tr>
<td>Evanston explorers mobile app</td>
<td>$ 698.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 1,117.90</strong></td>
</tr>
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</table>

Attachments:
Budget & Marketing Plan
Kickoff Event Flyer
Progressive Playdate Schedule
### Written Description

**Evanston Explorers Kickoff & Progressive Playdate**

**Description:** Evanston Explorers is a coalition of businesses offering classes, parties, and activities for children from toddlers to twelve. Economic Development is working with the group to hold a progressive playdate & kickoff event the weekend of February 10-12, 2017.

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#### Printed Materials

<table>
<thead>
<tr>
<th>Project Date</th>
<th>Type</th>
<th>Dimensions</th>
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<th>Cost</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>reusable shopping bags</td>
<td>half sheet, double sided</td>
<td>250</td>
<td>$807.50</td>
</tr>
<tr>
<td></td>
<td>passport/schedule postcards</td>
<td></td>
<td>500</td>
<td>$125.00</td>
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**Total Cost**

$932.50

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#### Online Ads

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<tr>
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<th>Quantity</th>
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<tr>
<td></td>
<td>Facebook Ads</td>
<td>N/A - Post Boosts, etc.</td>
<td>$20/mo.</td>
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**Total Cost**

$20.00

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#### Web

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<th>Project Date</th>
<th>Item</th>
<th>Advertisement Placement</th>
<th>Quantity</th>
<th>Run Dates</th>
<th>Cost</th>
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<tr>
<td></td>
<td>Domain &amp; Web hosting for evanston explorers site</td>
<td>Strikingly.com</td>
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<td></td>
<td>$50.00</td>
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<tr>
<td></td>
<td>Evanston Explorers App</td>
<td>Bizness apps (app store/ google)</td>
<td></td>
<td></td>
<td>$648.00</td>
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</tbody>
</table>

**Total Cost**

$698.00

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#### Social Media/Newsletter

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<th>Type</th>
<th>Advertisement Placement</th>
<th>Quantity</th>
<th>Run Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Evanston Edge FB/twitter</td>
<td>posts about kickoff, progressive playdate, website launch, etc.</td>
<td>n/a</td>
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</tr>
<tr>
<td></td>
<td>Friday facebook live</td>
<td>announcement about kickoff event &amp; progressive playdate on Friday afternoon</td>
<td>n/a</td>
<td></td>
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<tr>
<td></td>
<td>e-newsletters</td>
<td>city e-news evanston edge EPL / PRCS</td>
<td>n/a</td>
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</tbody>
</table>

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**Grand Total Cost**

$1,650.50

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| COE Instagram Posts | bounce house setup, food, etc. | n/a |
SAVE THE DATE!

EVANSTON EXPLORERS KICK OFF PARTY!

Friday, February 10 | 4:30-6:30pm
Fleetwood-Jourdain Community Center | 1655 Foster St.

Enjoy an early evening of fun with some of Evanston’s favorite kid-focused organizations. Activities include a bounce house, face painting, make-and-take crafts, obstacle courses, story time, indoor snowball fight & more. Delicious snacks provided by some of Evanston’s family-friendly restaurants.

Event is free and open to Evanston kids ages 0 to 12 years. Learn more and RSVP at facebook.com/evanstonexplorers
Saturday + Sunday

Progressive Playdate

February 11-12, 2017

Schedule:

Saturday

- 10:00-12:00 - Lil’ Kickers @ The Quad Indoor Sports
- 12:00-2:00 -
- 2:00 -4:00 - Preschool Dance Party @ Evanston Public Library
- 4:30-6:30 - Family Swim @ Goldfish Swim School

Sunday

- 10:00-12:00 - Kit Gymnastics Into Class @ Little Beans
- 12:00-2:00 - Free Open Play @ Little Beans
- 2:00 -4:00 - Free Open Play @ Gather - OR-
  - Roller Skating @ Fleetwood-Jourdain
- 4:30-6:30 - Family Swim @ Goldfish Swim School
Memorandum

To: Chair and Members of Economic Development Committee

From: Martin Lyons, Assistant City Manager/CFO
      Johanna Leonard, Economic Development Division Manager
      Paul Zalmezak, Senior Economic Development Coordinator

Subject: Great Merchant Grant Program Update

Date: January 17, 2017

Recommended Action:
The Economic Development Committee and staff recommend approval of proposed revisions to the Evanston Great Merchant Grant program.

Funding Source:

Livability Benefit:
Economy and Jobs: Retain and expand local businesses
Equity and Empowerment: Provide for meaningful community engagement, Support quality human service programs

Summary:
At the November 16, 2016 and January 25, 2017 Economic Development Committee meetings, staff outlined a number of proposed changes to the Evanston Great Merchant Grant program under consideration. Attached is a draft of the proposed updated program.

These changes address a number of inefficiencies in the program that have emerged as more merchant districts have participated and have identified new and creative uses for funding. The proposed changes are designed to decrease the administrative work required of the merchants, reduce costs through bulk purchasing, and to improve the appearance of business districts through improved planning and allocation of standardized streetscape furnishings.
Updates to the plan include:

1. Expand program to include Evanston-based "Business Affinity Groups" such as Le Tour de Noir Enterprise Evanston and Evanston Explorers who would be eligible for an annual matching grant of up to $2,500 (50/50 share of a total project cost of $5,000) for events designed to retain business in Evanston and attract new customers.

2. **Business District Planning** in partnership with merchant groups, Public Works Agency and Community Development Department to inventory existing and identify location for future streetscape elements. The plan would provide a framework eliminates the “randomness” of existing requests.

3. Create a "menu" of standard streetscape elements (e.g. benches, cans, bike racks) eligible under the program.

4. Expand program to include **general maintenance/appearance services** such as window washing, power sidewalk washing, seasonal plantings, and landscape/planter maintenance.

5. Expand program to include a **technical assistance** component to improve storefront business competitiveness, selected by merchant groups based on demand including, for example, window display design, merchandising, social media, search engine optimization, competitive strategies for bricks and mortar businesses, etc.

6. **Centralizing bidding/quotes** process conducted by staff will reduce inefficiencies and eliminate a key “snag” in the system that often leads to merchant group ill will for a program that is really intended to be a positive experience. The current program requires each merchant group to each obtain three quotes for each aspect of their grant request. For example, a merchant interested in banners, print directory, and a bench is required to obtain a total of nine quotes (i.e. three for each service). Each of the eight merchant groups are required to do this. The result is a lot of paperwork and repetitiveness, considering merchants often seek bids from the same vendors, unknowingly. These inefficiencies can be reduced by shifting this task to City staff. Staff would work to obtain three quotes and ultimately may be able to reduce costs through bulk discounts by ordering on behalf of eight merchant groups.

7. Total annual cost of the program is proposed not to exceed $140,000:

   - $80,000 for Merchant Groups
   - $10,000 for up to four affinity groups (max $2,500 each)
   - $50,000 for technical assistance consulting services
Legislative History:
The Economic Development Committee voted unanimously (10-0) to recommend approval of the changes at its meeting on January 25, 2017.

Attachments:
Draft Great Merchant Grants Program Update
Economic Development Fund:
Evanston Great Merchants
Grant Update

Application Instructions & Guidelines
January 2017

City Manager’s Office
Economic Development Division
2100 Ridge Avenue, Evanston, Illinois 60201
847.448.8132
cplante@cityofevanston.org
Application Overview & Purpose

Evanston’s Great Merchants Grant program exists to support the unique nature of our economy characterized by numerous neighborhood serving transit oriented business districts thriving with independent retailers and service providers. Evanston’s Great Merchant program provides financial assistance to Evanston’s business districts through, merchants associations and business affinity groups not served by Special Service Areas.

The program is designed to support and retain businesses by enhancing the appearance of business districts and to create a sense of place through business district experiences. Beginning February 2017, and every February thereafter, the City of Evanston Economic Development will accept applications from eligible merchant groups and business affinity groups for review by the Economic Development Committee and for review by the Economic Development Committee and the City Council. Funding will focus on three key activities:

1. **Enhancement of Physical Environment.** Projects include activities that help improve the pedestrian environment to make the area feel safe and attractive to shoppers and residents. Activities include: 1) district maintenance such as cleaning services, plantings and; 2) infrastructure such as sidewalk replacement and repair, installation of street furniture, and other physical improvements that demonstrate business district investment.

2. **Neighborhood Promotion.** Projects in this core area must work to foster a business district identity/brand, support advertising/marketing opportunities, generate positive media coverage, and develop collateral materials.

3. **Technical Assistance.** An annual allocation of up to $50,000 will be committed to technical assistance advisory services to help merchants compete in an increasingly difficult business environment. Technical assistance topics could include market studies, accounting, merchandising support, storefront window displays, website search engine optimization, social media, strategies to compete with online sales, and/or adapting to experience based retail. The topics would be determined in partnership with the merchants and services provided by consultants/experts hired by city staff.

City staff will negotiate and procure products and services on behalf of the merchant groups strictly following the City’s purchasing guidelines including seeking at least three estimates, at least one quote from an Evanston-based business, and awarding to the lowest responsive bidder.

**Eligible Applicants**

1. **Merchant Groups**
   Merchant Groups representing a defined geographic area primarily composed of businesses with associated Federal Tax Identification Numbers (FEIN #). Eligible
business merchant groups will be able to request up to $10,000 in financial assistance in a fiscal year.

Business districts not represented by Special Service Area (SSA) currently recognized by the City of Evanston are:
- Noyes
- Foster
- Hill Arts
- Central Evanston Business Association (CEBA)
- Central Street
- West End
- West Village
- Howard Street Business Association

2. Business Affinity Groups
By definition, an “affinity group” is a group of people linked by a common interest or purpose. Business affinity groups in Evanston do not represent a business district. “Le Tour de Noir Enterprise Evanston” is an example of an Evanston Business Affinity Group. Eligible business affinity groups will be able to request up to $2,500 in financial assistance in a fiscal year.

Project Eligibility Criteria for Merchant Groups

Merchant groups can allocate up to $10,000 of the merchant grant by selecting from the following list of infrastructure, maintenance services, and/or marketing services. City staff will procure the product or service through City of Evanston purchasing guidelines. Streetscape furniture will meet city standards to allow for efficient maintenance, installation, and repair.

Business District Maintenance and Infrastructure Menu
- Planter
- Bench
- Garbage Can
- Bike Rack
- Planter
- Planter Landscape Maintenance
- Sidewalk Replacement
- Banners
- Holiday Decorating (lights, street light mounted wreaths, etc.)

Marketing / Promotions Menu
- Brochures / Maps
- District Event Posters
- 50/50 advertisement purchases
General Maintenance Menu
- Sidewalk Power Washing
- Snow Removal
- Seasonal Plantings
- Landscape/Planter Maintenance (i.e. watering, fertilizing, etc.)

Project Eligibility Criteria for Business Affinity Groups

Evanston-based Business Affinity Groups are eligible for a grant of up to $2,500 on a 50/50 match basis (total project cost of $5,000 or more) for marketing and events. Examples of events include tours, networking events, pop up retail, business plan competitions, etc.

The affinity group must be Evanston-based and have business development, retention, and expansion as its core mission.

Grant Administration
All grant applications must be completed and submitted online at cityofevanston.wufoo.com/forms/2016-evanston-great-merchants-grant-application. Each merchant group must have a “Point of Contact”. This Point of Contact must remain the point of contact for all activities associated with the administration of the grant. Economic Development staff will administer procurement of goods and services. The grant administration process is summarized as follows:

1. Merchant groups complete the Great Merchant Grant Application online by selecting the goods/services from the Business District Maintenance and Infrastructure, Marketing/Promotion, and/or General Maintenance menus. The total cost for menu item selections shall not exceed $10,000. Staff will attempt to estimate the cost of the goods and services in advance. Business Affinity Groups complete the Business Affinity Group section of the application.
2. Upon receipt of applications from all participating merchant groups and business affinity groups, staff will seek bids following City of Evanston purchasing guidelines.
3. Staff will notify merchant groups when bidding is complete to verify requests are within the $10,000 grant maximum.
4. Staff will submit the completed Great Merchant Grant Program applications and bids to the Economic Development Committee and City Council for approval. Merchant groups and business affinity groups are expected to attend Economic Development Committee and City Council meetings.

Timeline:
- Applications accepted January 1st – January 31st
- Staff requests bids February 1st-February 28th
- Economic Development Committee fourth Wednesday of March
- First City Council meeting in April (2nd Monday)
- Goods and services ordered upon City Council approval
Sample Merchant Group Application Menu

Merchant Group: 

Point of Contact:  

Contact Phone: 

Contact Email: 

### Business District Maintenance and Infrastructure Menu

<table>
<thead>
<tr>
<th>Item/Service</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Planter</td>
<td>$</td>
</tr>
<tr>
<td>□ Bench</td>
<td>$</td>
</tr>
<tr>
<td>□ Garbage Can</td>
<td>$</td>
</tr>
<tr>
<td>□ Bike Rack</td>
<td>$</td>
</tr>
<tr>
<td>□ Planter</td>
<td>$</td>
</tr>
<tr>
<td>□ Planter Landscape Maintenance</td>
<td>$</td>
</tr>
<tr>
<td>□ Sidewalk Replacement</td>
<td>$</td>
</tr>
<tr>
<td>□ Banners</td>
<td>$</td>
</tr>
<tr>
<td>□ Holiday Decorating (lights, street light mounted wreaths, etc.)</td>
<td>$</td>
</tr>
</tbody>
</table>

**Subtotal** $ 

### Marketing / Promotions Menu

<table>
<thead>
<tr>
<th>Item/Service</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Brochures / Maps</td>
<td>$</td>
</tr>
<tr>
<td>□ District Event Posters</td>
<td>$</td>
</tr>
<tr>
<td>□ 50/50 advertisement purchases</td>
<td>$</td>
</tr>
</tbody>
</table>

**Subtotal** $ 

### General Maintenance Menu

<table>
<thead>
<tr>
<th>Item/Service</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Sidewalk Power Washing</td>
<td>$</td>
</tr>
<tr>
<td>□ Snow Removal</td>
<td>$</td>
</tr>
<tr>
<td>□ Seasonal Plantings</td>
<td>$</td>
</tr>
<tr>
<td>□ Landscape/Planter Maintenance (i.e. watering, fertilizing, etc.)</td>
<td>$</td>
</tr>
</tbody>
</table>

**Subtotal** $ 

**Grand Total** $
Sample Business Affinity Group Application Menu

**Business Affinity Group:**

**Point of Contact:**

**Contact Phone:**

**Contact Email:**

**Affinity Group Menu**

<table>
<thead>
<tr>
<th>Item/Service</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tour</td>
<td>$</td>
</tr>
<tr>
<td>Networking Event</td>
<td>$</td>
</tr>
<tr>
<td>Business Plan Competition</td>
<td>$</td>
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</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$</td>
</tr>
</tbody>
</table>

462 of 476
Sample Technical Assistance Topics Menu

The City of Evanston will seek bids from qualified experts to deliver technical assistance programming to Evanston-based merchants. The program is designed to assist Evanston-based bricks and mortar business owners and managers to operate their business with the latest knowledge to remain competitive in an increasingly competitive environment. Please select from the following list of topics or suggest topics for consideration:

- Window Displays
- Merchandising
- SEO/Web/Social Media/Yelp
- Competitive Strategies
- __________
- __________
- __________

Suggestions:
Memorandum

To: Honorable Mayor and Members of City Council
From: Martin Lyons, CFO/Assistant City Manager
       Johanna Leonard, Economic Development Division Manager
       Cindy Plante, Economic Development Specialist
Subject: Resolution 17-R-17, Authorizing the City Manager to Negotiate an Agreement with Sweet Vendome, Inc. to Lease City-Owned Property at 633 Howard Street
Date: February 10, 2017

Recommended Action:
Staff and Economic Development Committee recommend that City Council adopt Resolution 17-R-17, authorizing the City Manager to negotiate an agreement with Sweet Vendome, Inc. to lease City-owned property at 633 Howard Street. Staff will conduct further due diligence and real estate lease negotiations with the potential restaurant tenant to be located at 633 Howard Street.

Funding Source:
Not applicable.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses, Expand job opportunities.

Summary:
Pascal Berthoumieux, owner of Patisserie Coralie, Bistro Bordeaux, and Creperie St. Germain in Downtown Evanston has submitted the attached letter of intent and proposal to open a second location of Patisserie Coralie at 633 Howard Street with an expanded production kitchen that could serve a wholesale market in addition to both café locations. Kitchen equipment would be relocated from the current location to Howard Street.

Prior to moving forward with further discussions regarding lease terms and conditions, staff seeks authorization to conduct further due diligence on this prospective tenant and business. Staff would return to a future Economic Development Committee meeting to request approval to move forward with a lease for this space.
Background:
In March 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. The solicitation indicated limited ability by the City to participate in providing financial assistance for these projects.

At that time, the only submission indicating an interest in the 633 Howard space was from neighboring restaurant, Good to Go Jamaican Café, whose owners wanted to purchase the building rather than rent the space.

The property has had multiple inquiries from various parties seeking to locate on Howard Street. Recent prospective tenants have included two coffee concepts, a bakery, and a kombucha manufacturer and café. Ultimately these groups were not prepared to lease the space for their proposed uses due to the fact that it is significantly more space than they were prepared to program, utilize, and build-out. The proposed use contemplated by Mr. Berthoumieux is a dual use that will occupy the entire building’s footprint and accomplish the City goals of creating a day-time destination food use.

Attachments:
-Resolution 17-R-17
-633 Howard Street proposal from Patisserie Coralie
WHEREAS, the City of Evanston owns a commercial property located at 633 Howard Street that is commonly referred to as the Evanston Police Department Outpost (the “Subject Property”); and

WHEREAS, the Subject Property is improved with a one-story 2,649 square foot building, with a total property size of 3,206 square feet; and

WHEREAS, the Evanston Police Department does not utilize the Subject Property any longer and the City has identified a potential partner to redevelop the Property into a commercial use, Sweet Vendome, Inc., an Illinois corporation d/b/a “Patisserie Coralie”; and

WHEREAS, Patisserie Coralie seeks to redevelop the Subject Property into a café and food production facility; and

WHEREAS, the Parties propose to commence negotiations for a long term lease agreement of the Subject Property and seek approval to proceed with said negotiations; and

WHEREAS, the City Council has determined that the best interests of the City of Evanston would be served by executing a memorandum of understanding with the prospective tenant for the Subject Property and affirming its
support for the project. Any undertaking to execute a definitive agreement between
the parties is subject to further City Council review and approval at a later date,

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

SECTION 1: The City Council hereby agrees to formally move
forward with efforts and activities to negotiate a lease agreement with Sweet
Vendome, Inc. d/b/a “Patisserie Coralie” at the Subject Property.

SECTION 2: The City Manager and his designees are hereby
authorized and directed to negotiate a lease agreement for review and approval
by the City Council at a later date, and in a form acceptable to the Corporation
Counsel.

SECTION 3: That this Resolution 17-R-17 shall be in full force and
effect from and after its passage and approval in the manner provided by law.

______________________________
Elizabeth B. Tisdahl, Mayor

Attest:

_____________________________
Rodney Greene, City Clerk

Adopted: ________________, 2017
Project Proposal

Concerning: Patisserie Coralie
Prepared by: Pascal Berthoumieux, Owner
January 18, 2017
EXECUTIVE SUMMARY

Objective
Proposed used of the space at 633 Howard street, Evanston IL.

Patisserie Coralie is looking to open a second location similar to the one located at 600 Davis Street. This café will offer between 60 to 80 seats and feature custom made tables with “rolling pins” along with “candy cane” bistro chairs and marble bistro tables mixed with couch seating options.

Fresh baked viennoiseries, traditional French pastries, and an extensive selection of macarons as well as savory options, imported cookies and candies will be offered to nearby residents both for on premise consumption and take out. A local coffee roaster from Evanston and Benjamin Tea will offer a world class coffee & tea experience. The café would be open from 7am until 7pm 7 days a week and offer a place for the neighborhood to get breakfast and lunch. It will also offer a relaxing coffee shop atmosphere and contribute to what makes Evanston unique with the addition of an other independent concept on Howard street.

Patisserie Coralie is deeply rooted in French culture, from the design of the space to the recipes, we aim at recreating an authentic French experience using the highest quality natural ingredients.
Actions
Part of the build out will include a central production kitchen (that would allow for wholesale business), a demonstration kitchen (for pastry classes) and office space.

BUDGET

Project Outline
We are budgeting a total build out cost between $100K and $150K. Our kitchen currently located at 600 Davis street will be relocated to this address.

Funding of this project will come from the sale of one of our restaurant and additional financing will come from private investor.

This project will create around 10 full time and 10 part time jobs.

Proposal
We are offering for this location:

Monthly rent: $2500 (including all taxes)
Lease length: 10 years (with 2 consecutive 5 year renewal options)

Merci.
Please note items are subject to change without notice
seasonal items & specials are not listed

CONFISERIE

Traditional Nougat de Montélimar
  gluten free (8 pieces) $6.20

Vanilla Marshmallow
  gluten free (12 pieces) $4.40

Chocolate Nougatine
  gluten free (8 pieces) $6.20

Pate de Fruits
  (mango-passion fruit ; strawberry-raspberry)
  gluten free (8 pieces) $6.80

Chocolate Hazelnut Spread
  (Pate à tartiner) gluten free $5.20

Caramel Beurre Salé Spread
  gluten free $5.20

Jam
  Strawberry/rhubarb ; Apricot/Vanilla
  Gluten free $6.20

COOKIES / POUND CAKE

Chocolate almond Sablé
  8 pieces $3.90

Spiced Sablé
  8 pieces $3.50

Lemon Pound Cake
  $8.50

Caramel Chocolate Peanut Pound Cake
$8.90

**Fruits Pound Cake**
*(seasonal preparation) $8.50*

**Vanilla Lemon Zest Madeleine**
3 pieces $2.90

**Cannele de Bordeaux**
each $1.90

**MACARONS**

*Check with us in store, this is a sample list of flavors*

Pistachio, Chocolate, Vanilla, Strawberry Basil, Mango Passion Fruit, Raspberry, Mojito, Peach Apricot Safran, Cinnamon Caramel, Hazelnut, Blueberry, Caramel Salted Butter, Chai Tea, Coconut Milk Chocolate, Passion Fruit Milk Chocolate,
gluten free $2 each

**PÂTISSERIES**

**Coconut/mango-passion fruit Egg**
gluten free $6.30

**Dome Tart Tatin**
gluten free $5.80

**Chocolate Eclair**
$5.50

**Paris Brest**
$6.50

*“Paris on my Lips”*
gluten free $6.20 *(coup de coeur du Chef)*

**Milk Chocolate & Hazelnut Tart**
$6.50

**Lemon Meringue Tart**
$6.20
VIENOISERIE

Croissant, Pain au chocolat, pistachio croissant,
Chocolate Almond Croissant, Almond Croissant, Cinnamon Pain au Raisin,
Chocolate Peanut Croissant, Brioche, Brioche au Nutella

$1.90 each (half size) / $3.90 (Full size)
Catering Menu

SAVORY OPTIONS

Quiches:
- Vegetarienne (yellow squash, tomato, onion, zucchini) $5.90
- Lorraine (bacon lardon, caramelized onion, gruyere cheese) $5.90
- Saumon (Scottish smoked salmon, spinach, onion) $5.90

Sandwiches:
- Ham & Cheese Croissant $4.50
- Vegetarian (organic baguette, roasted vegetables, pesto) $6
- Saumon (organic baguette, Scottish smoked salmon, avocado spread) $6.90
- Prosciutto (organic baguette, Proscuitto, Brie cheese) $6.50
- Jambon (organic baguette, Black Forest ham, Swiss cheese) $6.00

Soups:
- Gazpacho (cold tomato soup) cup $4 / bowl $6.50
- Vichyssoise (cold potato leek soup) cup $4 / bowl $6.50
- Choice of bowl of soup + ½ sandwich $9

SWEET OPTIONS

- Madeleine $1.25 / $12.50 dozen
- Butter Sable Cookie $1.25 / $12.50 dozen
- Butter Chocolate Sable Cookie $1.25 / $12.50 dozen
- Coconut Rocher (6) $5.25 / $9 dozen

Viennoiserie:
- Croissant $3.10 / $31 dozen
- Chocolate Croissant $3.50 / $35 dozen
- Almond Croissant $3.80 / $38 dozen
- Chocolate Almond croissant $3.80 / $38 dozen
- Cinnamon Raisin roll $3.50 / $35 dozen
- Blueberry Roll $3.50 / $35 dozen

French Macarons:
chocolate, chocolate peanut butter, coconut milk chocolate, chocolate sea salt, hazelnut, French lavender, French rose, blackcurrant, strawberry basil, raspberry, grapefruit, pistachio, Meyer lemon, coffee, French vanilla bean

Premium Pastries:
- Lemon Meringue (sablé dough, lemon cream, light meringue) $6.90 / Mini size $30 dozen
- Love at First Bite (white chocolate & vanilla “diplomat” mousse, hazelnut crunch, raspberry confit, “Dacquoise”) 6.75 / Mini size $30 dozen
- Café Crème (cocoa cake, soft caramel, coffee cream, mascarpone sabayon, hazelnut streusel) $6.80 / Mini size $30 dozen
- Fruit Tart (sablé dough, pastry cream, strawberry/raspberry) $6.50 / Mini size $30/dozen