CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, May 14, 2018

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

ORDER OF BUSINESS

(I) Roll Call – Begin with Alderman Wilson

(II) Mayor Public Announcements and Proclamations
    Mental Health Month, May 2018
    National Police Week, May 13-19, 2018

(III) City Manager Public Announcements

(IV) Communications: City Clerk

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

SPECIAL ORDERS OF BUSINESS

(SP1) Ordinance 15-O-18, Creating Title 9, Chapter 18 of the Evanston City Code, “Juvenile Law Enforcement Records”
The Alternatives to Arrest Committee recommends City Council adoption of Ordinance 15-O-18, Creating Title 9, Chapter 18 of the Evanston City Code, “Juvenile Law Enforcement Records.”
For Introduction

(SP2) Ordinance 65-O-18, Amending Portions of Title 11, Chapter 1 of the Evanston City Code for the Expungement of Juvenile Administrative Hearing Records
The Alternatives to Arrest Committee recommends City Council adoption of Ordinance 65-O-18, Amending Portions of Title 11, Chapter 1 of the Evanston City Code for the Expungement of Juvenile Administrative Hearing Records.
For Introduction

(VII) Consent Agenda and Report of Standing Committees:
Administration & Public Works - Alderman Fleming
Planning & Development - Alderman Fiske
Human Services - Alderman Revelle
Economic Development - Alderman Wilson
Rules Committee - Alderman Wynne

CONSENT AGENDA

(M1) Approval of Minutes of the Regular City Council Meetings of April 23, 2018 and April 30, 2018.
For Action

ADMINISTRATION & PUBLIC WORKS COMMITTEE

(A1) Payroll – April 2, 2018 through April 15, 2018 $ 2,771,899.38
Payroll – April 16, 2018 through April 29, 2018 $ 3,193,928.62
For Action

(A2) Bills List – May 15, 2018 $ 4,156,673.45
Bank of America February 2018 Credit Card Activity (items held at April 23 City Council meeting) $ 1,716.90
For Action
(A3.1) **Purchase of Three Vehicles for the Public Works Agency**
Staff recommends City Council approval for the purchase of three (3) vehicles for operations in the Public Works Agency (Water Production Bureau and Public Services Bureau). The following vehicles will be purchased: Ford F-350 XP from Currie Motors Inc. (9423 W. Lincoln Highway, Frankfort, IL 60423) in the amount of $36,995.00; a Crane Carrier Model LET2-44 from National Fleet Auto Group (490 Auto Center Drive, Watsonville, CA 95076) in the amount of $267,825.00; and a Kenworth T440 Cab/Chassis from Standard Equipment Company (2033 W. Walnut Street, Chicago, IL 60612) in the amount of $369,116.58. Funding will be as follows: $36,995 from the Water Fund (Account 510.40.4230.65550), with a budget of $62,200; $369,116.58 from the Sewer Fund (Account 515.40.4530.65550), with a budget of $460,300; and $267,825 from four Accounts within the Solid Waste Fund.

**For Action**

(A3.2) **Revised Purchase of One Vehicle for the Public Works Agency**
Staff recommends City Council approval for the purchase of one (1) vehicle, a 2019 Peterbilt Model 348, for operations in the Public Works Agency - Public Services Bureau. The vehicle will be purchased from JX Peterbilt (42400 Hwy 41, Wadsworth, IL 60083) in the amount of $206,258.00 through the National Joint Powers Alliance contract. Funding for the vehicle will be from the Equipment Replacement Fund (Account 601.19.7780.65550), which has a budget of $1,522,977. This recommended vehicle purchase was originally approved for an incorrect amount at the Administration and Public Works Meeting on April 9, 2018.

**For Action**

(A3.3) **Contract Renewal with Krave Concession LLC for 2018 Lakefront Concession**
Staff recommends that City Council authorize the City Manager to execute a one year contract renewal between the City of Evanston and Krave Concession LLC for the Church and Clark Street food & drink stands and the lakefront mobile concessions (Lighthouse, Clark St., Greenwood St., South Blvd. and Lee St.) for the 2018 season. Krave Concession LLC is now owned by Brian Fogle, 5313 West 123rd Place, Alsip, Illinois 60803. Krave Concession LLC will pay the City $10,000 for the privilege of the 2018 permit.

**For Action**
(A3.4) **Contract with First Student for Parks, Recreation & Community Services Department 2018 Summer Bus Transportation**

Staff recommends City Council authorize the City Manager to execute a contract with First Student (1717 Park Street, Naperville, IL 60563) in the amount not to exceed $30,175. First Student was the lowest responsive bidder for the Parks, Recreation and Community Services Department 2018 summer bus transportation. They submitted a base bid of $26,175 and a $50.00 per hour cost for any additional trips that may be necessary. Staff recommends adding a $4,000 contingency amount to the base bid for additional trips or when either a city owned bus is out of service or a driver is not available to work. Funding will be from various Accounts depending on the type of program/facility location, which are detailed on the corresponding transmittal memorandum.

**For Action**

(A3.5) **First Quarter Financial Report for Fiscal Year 2018**

Staff recommends City Council accept and place the First Quarter Financial Report for FY 2018 on file.

**For Action: Accept and Place on File**

(A3.6) **Disposition of Waste Transfer Tipping Fees / Station Project Funding**

Staff recommends City Council: 1) receive update on waste transfer tipping fees; 2) authorize the City Manager to pursue cost proposals for an environmental monitoring study at the waste transfer station operated by Advanced Disposal at 1711 Church Street and to purchase the environmental monitoring equipment needed for the study. The study is estimated to cost $25,000 and the equipment costs are estimated to be $167,500, for a total estimated cost of $192,500. Staff recommends that $200,000 of 2018 GO Bond funds be provided for this work.

**For Action**

(A4) **Resolution 33-R-18, Appointing Hitesh Desai as the City of Evanston’s Delegate for the Intergovernmental Personnel Benefit Cooperative**

Staff recommends City Council adopt Resolution 33-R-18, appointing Hitesh Desai as Delegate for the Intergovernmental Personnel Benefits Cooperative.

**For Action**

(A5) **Resolution 28-R-18, Letter of Understanding with Evanston Foreign Fire Insurance Board to Fund the Purchase of Firefighter Gear**

Staff recommends that the City Council adopt Resolution 28-R-18 authorizing a letter of understanding with the Evanston Foreign Fire Tax Board for a joint purchase of ninety-three (93) sets of firefighter personal protective equipment. The vendor will be Air One Equipment, Inc., (360 Production Drive, South Elgin, IL 60177) and the total cost, spread over a 5-year period, will be $221,805. Funding will be from the General Fund (Account 100.23.2315.65625) in an amount not to exceed $17,892 per year, for a total of $89,438. Additional funding of $132,367/60% of the cost is from the Evanston Firefighters Foreign Tax Board.

**For Action**
(A6) **Resolution 31-R-18, Request Volume Cap Allocation for Private Activity Bonds from the State of Illinois Governor’s Office**  
Staff recommends City Council approval of Resolution 31-R-18 authorizing the City of Evanston to request volume cap allocation for Private Activity Bonds (PAB) from the State of Illinois Governor’s Office in the amount of $7,821,030 for 2018. This authorizes the City to request its allocation of PAB volume cap only; City Council would have to approve any project proposed for PABs separately following receipt of its volume cap reservation from the State of Illinois. The City has three years to allocate its PAB to a project or projects and any unallocated volume cap reverts to the State of Illinois for reallocation.  
**For Action**

(A7) **Resolution 27-R-18, Terminate Lease for City-Owned Real Property Located at 2222 Oakton Street with Smylie Brothers**  
Staff recommends City Council adopt Resolution 27-R-18, “Authorizing the City Manager to Execute a Mutual Termination of Lease Agreement for City-Owned Real Property Located at 2222 Oakton Street with Smylie Brothers Draft and Package LLC”. Staff also requests direction on next steps for the property.  
**For Action**

(A8) **Resolution 19-R-18, Extension of a License to Comcast, Allowing Maintenance of a Building and Fence in the Public Right-of-Way of Mulford Street and Park Land in James Park**  
Staff recommends City Council adoption of Resolution 19-R-18, authorizing the City Manager to execute a four (4) year extension, until May 31, 2022, of the license to Comcast for facilities in James Park. Total revenue for the license extension agreement will be $95,616.  
**For Action**

(A9) **Ordinance 62-O-18, Amending Hours of Alcohol Service**  
Local Liquor Commissioner recommends City Council adoption of Ordinance 62-O-18, amending Evanston City Code Subsection 3-4-9 to allow for extended hours of alcohol service. The Ordinance permits the Local Liquor Commissioner discretion to extend hours of lawful service per written order.  
**For Introduction**

(A10) **Ordinance 25-O-18, Amending the City Code for the Public Works Agency**  
Staff recommends City Council adopt Ordinance 25-O-18 amending Title 7, Chapter 1 of the Evanston City Code, “Public Works Agency”. The Ordinance also codifies the Block Party permit processes.  
**For Action**
(A11) **Ordinance 51-O-18, Increasing the Number of Class F Liquor Licenses for Target Store T0927 located at 2209 Howard St.**

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

For Action

(A12) **Ordinance 53-O-18, Increasing the Number of Class F-2 Liquor Licenses for Binny’s Beverage Depot located at 1111 Chicago Ave.**

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

For Action

(A13) **Ordinance 54-O-18, Amending City Code Section 3-4-6(F) Eliminating the 500 Foot Restriction From Other Class F Liquor Licenses**

Local Liquor Commissioner recommends City Council adoption of Ordinance 54-O-18, eliminating the restriction prohibiting Class F liquor licensees to be within five hundred (500) feet from another Class F liquor license establishment.

For Action

(A14) **Ordinance 55-O-18, Amending City Code Section 3-4-6(F) Eliminating the 500 Foot Restriction From Other Class F-1 Liquor Licenses**

Local Liquor Commissioner recommends City Council adoption of Ordinance 55-O-18, eliminating the restriction prohibiting Class F-1 liquor licensees to be within five hundred (500) feet from another Class F-1 liquor license establishment.

For Action

**PLANNING & DEVELOPMENT COMMITTEE**

(P1) **Resolution 22-R-18, Approving a Plat of Resubdivision for 1727 Oak Avenue**

The Plan Commission and staff recommend adoption of Resolution 22-R-18, approving a Plat of Resubdivision for 1727 Oak Avenue. The applicant requests a subdivision to separate the development parcel from the 1007 Church parcel. The subdivision meets all requirements of the D3 Downtown District including lot size and lot width, and has been reviewed by the Public Works Agency for compliance with applicable regulations.

For Action
(P2) **Ordinance 59-O-18, Granting a Special Use Permit for a Planned Development Located at 1727 Oak Avenue in the D3 Downtown Core Development District**

The Plan Commission and staff recommend adoption of Ordinance 59-O-18, granting a Special Use Permit for a Planned Development Located at 1727 Oak Avenue. The Planned Development is for a 17-story age-restricted multi-family rental development with 169 units and 136 parking spaces in the D3 Downtown Core Development District. Four site development allowances are requested for the number of dwelling units, building height, front yard setback and number of loading berths.

For Introduction

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(P3) **Ordinance 61-O-18, Map Amendment, Planned Development and Special Use for Open Sales Lot at 128-132 Chicago Avenue**

The Plan Commission and staff recommend adoption of Ordinance 61-O-18 for approval of a Map Amendment to rezone the northern portion of the property from the C1 Commercial District to the B3 Business District, a special use for an open sales yard in the B3 Business District and a Planned Development in the B3 Business District to construct a 5-story mixed-use building with approximately 4,999 square feet of indoor ground floor commercial space, approximately 7,000 square feet of outdoor garden/open sales lot, 26 dwelling units and 30 parking spaces. Three site development allowances are requested for the number of parking spaces, fence location, and parking setbacks.

For Introduction

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(P4) **Ordinance 29-O-18, Amending the City Code Title 2, Chapter 8 “Historic Preservation”**

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

For Action

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(P5) **Ordinance 47-O-18, Amending the Definition of “Coach House” in the the City Code Section 6-18-3**

Staff recommends adoption of Ordinance 47-O-18, amending the Zoning Ordinance to modify the definition of a Coach House. A previous version of the proposed text amendment did not receive a recommendation from the Plan Commission. Ordinance 47-O-18 was held on April 9, 2018 until April 23, 2018 for Introduction.

For Action
ECONOMIC DEVELOPMENT

(O1) Small Business Workforce Development Funding Request from Evanston Rebuilding Warehouse
Staff and Economic Development Committee recommend approval of financial assistance to Evanston Rebuilding Warehouse in an amount not to exceed $15,000 to help facilitate job training and placement opportunities for primarily low- and moderate-income trainees in environmentally sustainable deconstruction methods. Evanston Rebuilding Warehouse is seeking a modification to the program guidelines seeking to be funded at the completion of the training program instead of being reimbursed upon placing trainees in a job for 90 days. Funding will be from the Economic Development Division Workforce Development Fund (Account 100.21.5300.62663), which has a FY18 budget of $100,000 and a YTD balance of $25,000.
For Action

(O2) Storefront Modernization Program Application for Squeezebox Books Located at 743 Main Street
Staff and Economic Development Committee recommend approval of financial assistance on a 50/50 cost-sharing basis through the Storefront Modernization Program to Squeezebox Books at 743 Main Street in an amount not to exceed $3,441.66 for new awnings. Funding will be from the Economic Development Business District Improvement Fund (Account 100.21.5300.65522), with a FY18 Budget total of $250,000 to fund both the Storefront Modernization and Great Merchant Grant programs. To date, $0 has been spent from this account, leaving $250,000 available for expenditure.
For Action

(O3) Storefront Modernization Program Application for Stepping Out on Faith Located at 1632 Orrington Avenue
Staff and Economic Development Committee recommend approval of financial assistance on a 50/50 cost-sharing basis through the Storefront Modernization Program to Stepping Out on Faith at 1632 Orrington Avenue in an amount not to exceed $823.66 for an awning sign. Funding will be from the Economic Development Business District Improvement Fund (Account 100.21.5300.65522), with a FY18 Budget total of $250,000 to fund both the Storefront Modernization and Great Merchant Grant programs. To date, $0 has been spent from this account, leaving $250,000 available for expenditure.
For Action
(O4) Approval of Four Entrepreneurship Support Program Applications
Staff and Economic Development Committee recommend approval of financial assistance through the Entrepreneurship Support Program totaling $9,860 for the following four Evanston businesses: Hubris Wealth; Eye Boutique Kloset; C&W Market; and Best 1 Built. Funding will be from the Economic Development Business Retention/Expansion Fund (Account 100.21.5300.62662), with a FY18 Budget of $150,000. A total of $28,720 has been spent or encumbered from this account, leaving $121,280 available for expenditure.

For Action

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

(IX) Executive Session

(X) Adjournment

MEETINGS SCHEDULED THROUGH MAY 2018
Upcoming Aldermanic Committee Meetings

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Information is available about Evanston City Council meetings at: www.cityofevanston.org/citycouncil. Questions can be directed to the City Manager's Office at 847-866-2936. The City is committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the City Manager’s Office 48 hours in advance so that arrangements can be made for the accommodation if possible.
For City Council Meeting of May 14, 2018

Items SP1-SP2
Ordinances 15-O-18 and 65-O-18: Expungement of Juvenile Records

For Introduction

Memorandum

To: Honorable Mayor and Members of the City Council

From: Members of the Alternatives to Arrest Committee
       Erika Storlie, Deputy City Manager

Subject: Ordinance 15-O-18, Creating Title 9, Chapter 18 of the Evanston City Code, “Juvenile Law Enforcement Records,” and Ordinance 65-O-18, Amending Portions of Title 11, Chapter 1 of the Evanston City Code for the Expungement of Juvenile Administrative Hearing Records

Date: May 14, 2018

Recommended Action:
The Alternatives to Arrest Committee recommends City Council adoption of Ordinance 15-O-18, Creating Title 9, Chapter 18 of the Evanston City Code, “Juvenile Law Enforcement Records,” and Ordinance 65-O-18, Amending Portions of Title 11, Chapter 1 of the Evanston City Code for the Expungement of Juvenile Administrative Hearing Records.

Summary:
On April 17, 2017, Mayor Stephen Hagerty announced the formation of the Alternatives to Arrest Committee which consists of eight members appointed by the Mayor. Alderman Braithwaite was appointed Chair of the Committee. The Committee’s goal is to find alternatives to arrest for misdemeanors and reduce the number of young adults that have a difficult time finding a job later in life. After its first few meetings, the Committee created a subcommittee to review current record keeping policies and procedures.

On August 24, 2017, Public Act 100-0285 was signed into law and took effect on January 1, 2018. The Act prohibits law enforcement agencies from disclosing records involving minors who commit ordinance violations and provides additional privacy protections to juveniles who were arrested or had interactions with law enforcement. Specifically, the Act requires law enforcement agencies to create procedures to review juvenile records on or before January 1st of each year to determine if records must be automatically expunged beginning January 1, 2018. The City complies with the Act and has administrative procedures in place to execute the Act requirements.
Upon request of the Committee, Law Department staff drafted Ordinance 15-O-18, which codifies and incorporates Public Act 100-0285 requirements into the City of Evanston Municipal Code and Ordinance 65-O-18, which works in concert with Public Act 100-0285 by also clearing juvenile administrative hearing records stemming from administrative adjudication in addition to law enforcement records.

Ordinance 15-O-18 and 65-O-18 are in line with the purpose of the Committee and will reduce the number of young adults having difficulty finding a job due to juvenile arrest records. In compliance with state law, the City will automatically expunge on or before January 1st of each year law enforcement records to events occurring before an individual’s 18th birthday if one year has lapsed since the date of arrest; no petition for delinquency or criminal charges were filed; and six months have lapsed without an additional arrest. Additionally, administrative adjudication records for events occurring before an individual’s 18th birthday will be expunged on or before January 1st of each year after a year has passed since the Administrative Hearing Division deemed the case closed.

Legislative History:
At the April 20, 2018 Alternatives to Arrest Committee meeting, the committee reviewed Ordinance 15-O-18 and Ordinance 65-O-18 and recommended approval by City Council.

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Attachments:
Ordinance 15-O-18
Ordinance 65-O-18
15-O-18

AN ORDINANCE

Creating Title 9, Chapter 18 of the Evanston City Code for Juvenile Law Enforcement Records

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

SECTION 1: Legislative Statement. The Illinois General Assembly enacted Public Act 100-0285, which created numerous amendments to the Juvenile Court Act of 1987 (“Act”). The amendments to the Act provide that all juvenile records which have not been expunged are sealed and may never be disclosed to the general public or otherwise made widely available. The amendments to the Act provide that the Act’s confidentiality provisions apply to law enforcement and municipal ordinance violations, willful violation of the confidentiality provisions of the Act is a Class C misdemeanor, and each violation is subject to a fine of $1,000. The amendments to the Act also provide for various circumstances when juvenile records shall be expunged automatically without a petition brought by the individual seeking expungement.

This Ordinance is intended to protect juveniles against any potential damage stemming from their juvenile arrest, law enforcement, and municipal ordinance violation records, and the unauthorized use or disclosure of confidential records and any potential stigma that would result from their disclosure. The City Council finds that the disclosure of such juvenile records can be a hindrance to an individual’s present and future ability to obtain employment, education, housing and credit. The City Council determines that it is in the best interest of the City of Evanston to amend the Evanston
City Code to create an Ordinance that incorporates the amendments found in Public Act 100-0285 providing for the confidentiality and expungement of juvenile arrest, law enforcement, and municipal ordinance violation records.

Article VII, Section (6)a of the Illinois Constitution of 1970, states that the “powers and functions of home rule units shall be construed liberally,” and was written “with the intention that home rule units be given the broadest powers possible.” Scadron v. City of Des Plaines, 153 Ill.2d 164 (1992). Pursuant to 65 ILCS 5/1-2-1, the City may make all rules and regulations to carry into effect the powers granted to the City, such is the broad and general grant of authority complementing the City’s home rule powers. At meetings held in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.), the City Council considered this Ordinance, heard public comment, and made findings. It is well-settled law in Illinois that the legislative judgment of the City Council must be considered presumptively valid and is not subject to courtroom fact-finding. See Glenview State Bank v. Village of Deerfield, 213 Ill.App.3d 747 (2d Dist. 1991); National Paint & Coating Ass’n v. City of Chicago, 45 F.3d 1124 (7th Cir. 1995).

SECTION 2: Title 9, Chapter 18 of the Evanston City Code of 2012, as amended (“City Code”), is hereby created and shall read as follows:
CHAPTER 18 – JUVENILE LAW ENFORCEMENT RECORDS

9-18-1: DEFINITIONS.

The definitions herein are not intended to conflict with the definitions found in the Juvenile Court Act of 1987, 705 ILCS 405/1-3 and 705 ILCS 405/5-915. Terms used in this Title and Chapter, unless the context otherwise requires, have the following meanings:

(A) “Adult” means a person 21 years of age or older;

(B) “Court” means the circuit court in a session or division assigned to hear proceedings under the Juvenile Court Act of 1987, 705 ILCS 405/1-1 et seq.;

(C) “Dissemination” or “disseminate” means to publish, produce, print, manufacture, distribute, sell, lease, exhibit, broadcast, display, transmit, or otherwise share information in any format so as to make the information accessible to others;

(D) “Expunge” means to physically destroy the records and to obliterate the minor’s name and juvenile court records from any official index, public record, or electronic database. No evidence of the juvenile court records may be retained by the Evanston Police Department or by any City of Evanston agency or department. Nothing in this Chapter shall require the physical destruction of the internal office records, files, or databases maintained by any prosecutor for the City of Evanston;

(E) “Juvenile court record” includes, but is not limited to:

(1) all documents filed in or maintained by the juvenile court pertaining to a specific incident, proceeding, or individual;

(2) all documents relating to a specific incident, proceeding, or individual made available to or maintained by probation officers;

(3) all documents, video or audio tapes, photographs, and exhibits admitted into evidence at juvenile court hearings; or

(4) all documents, transcripts, records, reports or other evidence prepared by, maintained by, or released by any municipal, county, or state agency or department, in any format, if indicating involvement with the juvenile court relating to a specific incident, proceeding, or individual.

(F) “Juvenile” or “minor” means a person under the age of 21 years subject to the Juvenile Court Act of 1987, 705 ILCS 405/1-1 et seq.;

(G) “Juvenile police officer” means a sworn police officer who has completed a Basic Recruit Training Course, has been assigned to the position of juvenile police officer by his or her chief law enforcement officer and has completed the
necessary juvenile officers training as prescribed by the Illinois Law Enforcement Training Standards Board, or in the case of a State police officer, juvenile officer training approved by the Director of the Department of State Police;

(H) “Law enforcement record” includes, but is not limited to, records of arrest, station adjustments, fingerprints, probation adjustments, the issuance of a notice to appear, or any other records or documents maintained by any law enforcement agency, including the Evanston Police Department, relating to a minor suspected of committing an offense or evidence of interaction with law enforcement;

(I) “Station adjustment” means the informal handling of an alleged offender by a juvenile police officer; and

(J) “Petition” means the petition provided for in Sections 2-13, 3-15, 4-12 or 5-520 of the Juvenile Court Act of 1987, including any supplemental petitions thereunder in Sections 3-15, 4-12 or 5-520 of the Juvenile Court Act of 1987.

9-18-2: EXPUNGEMENT OF JUVENILE LAW ENFORCEMENT RECORDS.

(A) The City of Evanston and its police department shall automatically expunge, on or before January 1 of each year, all law enforcement records relating to events occurring before an individual's 18th birthday if:

(1) one (1) year or more has elapsed since the date of the arrest or law enforcement interaction documented in the records;

(2) no petition for delinquency or criminal charges were filed with the clerk of the circuit court relating to the arrest or law enforcement interaction documented in the records; and

(3) six (6) months have elapsed without an additional subsequent arrest or filing of a petition for delinquency or criminal charges whether related or not to the arrest or law enforcement interaction documented in the records.

(B) If the City and its police department are unable to verify satisfaction of conditions (2) and (3) of this subsection (A), records that satisfy condition (1) of this subsection (A) shall be automatically expunged if the records relate to an offense that if committed by an adult would not be an offense classified as Class 2 felony or higher, an offense under Article 11 of the Illinois Criminal Code of 1961 or the Illinois Criminal Code of 2012 (720 ILCS 5/11-0.1 et seq.), or an offense under 12-13, 12-14, 12-14.1, 12-15, or 12-16 of the Illinois Criminal Code of 1961.

(C) The Evanston Police Department shall send written notice to the minor of the expungement of any records within sixty (60) days of automatic expungement or the date of service of an expungement order from the court, whichever applies.
(D) In the circumstance where the Court automatically orders the expungement of juvenile court and law enforcement records upon the conditions identified in Sections 5-915(0.2)(a) and (0.3)(a) of the Juvenile Court Act of 1987, 705 ILCS 405/5-915(0.2)(a) and (0.3)(a), if the Chief of the Evanston Police Department, or his or her designee, certifies in writing that certain information is needed for a pending investigation involving the commission of a felony, that information, and information identifying the juvenile, may be retained in an intelligence file until the investigation is terminated or for one (1) additional year, whichever is sooner. Retention of a portion of a juvenile’s law enforcement record does not disqualify the remainder of his or her record from immediate automatic expungement.

(E) If a minor is arrested and no petition for delinquency is filed with the clerk of the circuit court at the time the minor is released from custody, the juvenile police officer, if applicable, or other designated person from the Evanston Police Department, shall notify verbally and in writing to the minor or the minor’s parents or guardians that the minor shall have an arrest record and shall provide the minor and the minor’s parents or guardians with an expungement information packet, information regarding this State’s expungement laws including a petition to expunge juvenile records obtained from the clerk of the circuit court.

(F) Nothing in this section precludes an eligible minor from obtaining expungement under Section 5-915 of the Juvenile Court Act of 1987, 705 ILCS 405/5-915 et seq.

(G) Nothing in this Section shall be construed to prohibit the maintenance of information relating to an offense after the records or files concerning the offense have been expunged if the information is kept in a manner that does not enable identification of the individual. This information may only be used for anonymous statistical and bona fide research purposes.

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

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

SECTION 5: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity must not affect other provisions or applications of this ordinance that can be given
effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced:___________________, 2018
Adopted:___________________, 2018

Approved:___________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

_______________________________
Devon Reid, City Clerk

Michelle L. Masoncup, Interim Corporation Counsel
AN ORDINANCE

Amending Portions of Title 11, Chapter 1 of the Evanston City Code for the Expungement of Juvenile Administrative Hearing Records

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

   SECTION 1: Legislative Statement. The Illinois General Assembly enacted Public Act 100-0285, which created numerous amendments to the Juvenile Court Act of 1987 (“Act”). The amendments to the Act provide that all juvenile records which have not been expunged are sealed and may never be disclosed to the general public or otherwise made widely available. The amendments to the Act provide that the Act’s confidentiality provisions apply to law enforcement and municipal ordinance violations, willful violation of the confidentiality provisions of the Act is a Class C misdemeanor, and each violation is subject to a fine of $1,000.00. The amendments to the Act also provide for various circumstances when juvenile records shall be expunged automatically without a petition brought by the individual seeking expungement.

   This Ordinance is intended to complement Public Act 100-0285 by providing a statutory mechanism allowing for the clearing of juvenile administrative hearing records in order to protect juveniles against any potential damage stemming from their law enforcement, and municipal ordinance violation records, and the unauthorized use or disclosure of confidential records and any potential stigma that would result from their disclosure. The City Council finds that the disclosure of such juvenile records from administrative hearings can also be a hindrance to an individual's
present and future ability to obtain employment, education, housing and credit. The City Council determines that it is in the best interest of the City of Evanston to amend the Evanston City Code to create an Ordinance that complements the amendments found in Public Act 100-0285 providing for the confidentiality and clearing of juvenile administrative hearing records.

Article VII, Section (6)a of the Illinois Constitution of 1970, states that the “powers and functions of home rule units shall be construed liberally,” and was written “with the intention that home rule units be given the broadest powers possible.” Scadron v. City of Des Plaines, 153 Ill.2d 164 (1992). Pursuant to 65 ILCS 5/1-2-1, the City may make all rules and regulations to carry into effect the powers granted to the City, such is the broad and general grant of authority complementing the City’s home rule powers. At meetings held in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.), the City Council considered this Ordinance, heard public comment, and made findings. It is well-settled law in Illinois that the legislative judgment of the City Council must be considered presumptively valid and is not subject to courtroom fact-finding. See Glenview State Bank v. Village of Deerfield, 213 Ill.App.3d 747 (2d Dist. 1991); National Paint & Coating Ass’n v. City of Chicago, 45 F.3d 1124 (7th Cir. 1995).

SECTION 2: Title 11, Chapter 1, Section 20 of the Evanston City Code of 2012, as amended, is hereby amended in its entirety and shall read as follows:

11-1-20. – EXPUNGEMENT OF JUVENILE ADMINISTRATIVE HEARING RECORDS.

(A) Definitions. Unless otherwise expressly stated, whenever used in this Section the following words shall have the meanings given to them by this Section:

| **ADMINISTRATIVE HEARING RECORD.** | Includes but is not limited to all documents, transcripts, records, reports, or evidence prepared |

~2~

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or maintained by the City, in any format, pertaining to an alleged violation or a violation of the City Code adjudicated by the Administrative Hearing Division.

**CLOSED CASE.** A case is considered “closed” from the date on which an Administrative Hearing Officer dismisses the case; finds the person not liable; or, upon a finding of liability, the date upon which all orders issued by the Administrative Hearing Officer are successfully completed. In all cases, all fines must be paid, if any.

**EXPUNGE.** To destroy the administrative hearing records and to obliterate a person’s name from any official index, public record, or electronic database maintained by the City.

**(B)** Expungements. The Administrative Hearing Division, the Law Department, and all other City Departments shall automatically expunge, on or before January 1 of each year, a person’s administrative hearing records relating to an incident occurring before their 18th birthday, whenever:

1. one year has elapsed from the date on which the administrative hearing case relating to that incident was closed.
2. a case was not closed and five years has elapsed since the case was adjudicated.

**(C)** Whenever a person’s administrative hearing case has been closed for an incident occurring before their 18th birthday and one year has elapsed from the date on which the case was closed, the person may petition the City at any time for expungement of the administrative hearing record relating to the incident, and the City shall order the expungement of all records in its possession relating to said incident.

**(D)** Whenever a person’s administrative hearing case has not been closed for an incident occurring before their 18th birthday and one year has elapsed from the date on which the case was adjudicated, the person may petition the City at any time for expungement of the administrative hearing record relating to the incident, and the City may order the expungement of all records in its possession relating to said incident.

**(E)** Nothing in Sections (C) or (D) shall impact the operation of Section (B).

**(F)** During an Administrative Hearing for an incident occurring before a person’s 18th birthday, the person shall be advised orally and in writing of the automatic expungement process relating to their administrative hearing record in accordance with Section (B) and the right to petition for expungement of their administrative hearing record in accordance with Sections (C) or (D).
SECTION 3: Title 11, Chapter 1 of the Evanston City Code of 2012, as amended, is hereby further amended by the addition of Section 11-1-21, “Severability,” which is to read as follows:

11-1-21. – SEVERABILITY.

The provisions of this Chapter will be interpreted so as not to be in conflict with the laws of the State or any other limitations imposed by law. In the event, however, that any Section, provision, sentence, or clause of this Chapter is declared unconstitutional by a court of competent jurisdiction, that determination will not affect the other remaining provisions of this Chapter.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: This ordinance must be in full force and effect after its passage, approval, and publication in a manner provided by law.

SECTION 6: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity must not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced:_________________, 2018                                      Approved:
Adopted:___________________, 2018                                      ____________________________, 2018

______________________________
Stephen H. Hagerty, Mayor
Attest: _________________________________

Devon Reid, City Clerk

Approved as to form: _________________________________

Michelle L. Masoncup, Interim Corporation Counsel
CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLLE COUNCIL CHAMBERS
Monday, April 23rd, 2018

Present:

Alderman Fiske
Alderman Braithwaite
Alderman Wynne
Alderman Wilson
Alderman Rue Simmons
Alderman Revelle
Alderman Rainey
Alderman Fleming
Alderman Suffredin

Absent:

(9)

Presiding: Mayor Stephen Hagerty
Mayor’s Public Announcements

Mayor Hagerty congratulated the Japanese Council General in Evanston for their 50 years in the community. Thanked everyone for their efforts in making Earth Day weekend a positive experience. Made updates on Fountain Square reconstruction. Thanked Cradle to Career for the Beyond Diversity training. Lastly the Mayor announced Arbor Day, April 27, 2018 and Public Service Week, May 6-12, 2018

City Manager’s Public Announcements

City Manager Wally Bobkiewicz introduced the new CFO for the City of Evanston, Hitesh Desai. Announced the search for a Community Ambassador Program and the Special Council Meeting for Monday April 30th at 6:00 p.m.

City Clerk’s Communications

City Clerk had 1 Communications: Reminded everyone that the Financial Disclosure and Affiliation Statement form are due on May 1st. The Clerk’s Office will have a notary available in the Clerk’s Office to notarize the forms.

Public Comment

Junad Rizki Questioned City Manager Bobkiewicz motives for downgrading the C.F.O. position and believes the Hitesh Desai is not qualified to lead the position. Spoke about the expenses of the City Manager and the vast lunches being taken by the City Manager. Spoke about the Mayor’s office renovation and the lack of response from the City of the expenses. Lastly, Mr. Rizki talked about the Harley Clarke Mansion, Howard St. and Smylie Brothers.

Herb Harms Suggested that the Harley-Clarke Mansion be tapped off to prevent residents from being injured by falling debris.

Janet Kirby Disappointed on the outcome of the Evanston Lakehouse & Gardens proposal and asked City Council to bring the proposal back for consideration and discussion.

Benjamin Gasbarra Asked City Council to reconsider the Evanston Lakehouse & Gardens proposal
<table>
<thead>
<tr>
<th>Name</th>
<th>Statement</th>
<th>Watch</th>
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<tbody>
<tr>
<td>Austin Busch</td>
<td>Talked about the Dodge bike lane proposal</td>
<td>Watch</td>
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<tr>
<td>George Feeney</td>
<td>Said he doesn't like the protected bike lanes. Says its endangering the safety of motorists. Wans the bike lanes to be reconfigures to the old layout to create a better flow of traffic. Also ask City Council to establish a fund to help residents with the cost or repairing the sewer lines</td>
<td>Watch</td>
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<tr>
<td>Judy Frady</td>
<td>Thanked Ald. Rainey for trying to get reconsideration of the Dodge bike lanes. Stated that it is impossible to make a left turn onto Dodge during the busy hours of the day</td>
<td>Watch</td>
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<tr>
<td>Jim Young</td>
<td>Talked about the public safety contracts. Said the 3% base salary increase is only part of the story, which is growing at a faster rate.</td>
<td>Watch</td>
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<tr>
<td>James Engelman</td>
<td>Asked City Council to approve the public safety contracts in order to continue to have great response team members</td>
<td>Watch</td>
</tr>
<tr>
<td>Hannah Ehrenberg</td>
<td>Member of Kirkland &amp; Ellis, presents revised lease proposal from the Evanston Lake House and Gardens group. Stated they have changed the benchmarks to fundraise the $5 million in 3 years and the insurance provision was revised.</td>
<td>Watch</td>
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<tr>
<td>John Walsh</td>
<td>Vice President of the Evanston Lake House and Gardens said last year the City Council overwhelmingly approved the proposal of the Harley Clarke mansion. Said the proposed lease agreement was originally proposed by the City Council and by a disconnect with the city negotiating team and what the City Council was being told, some miscommunication occurred.</td>
<td>Watch</td>
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<tr>
<td>Bill Brown</td>
<td>Member of the Evanston Lake House and Gardens spoke to City Council of his involvement in the project and reassured City Council of members of the organization willing to see this project developed</td>
<td>Watch</td>
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<tr>
<td>Carlis B Sutton</td>
<td>Disappointed that City Council rejected the Lake House and Gardens proposal and prevented the citizens of Evanston of having a restored building.</td>
<td>Watch</td>
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<tr>
<td>Elena Aristide</td>
<td>Spoke about the bike lanes being a safety hazard and urged City Council to reconsider the proposal of modifying the lanes on Dodge Ave</td>
<td>Watch</td>
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<tr>
<td>Lori Keenan</td>
<td>Asked City Council to reconsider the Lake House and Gardens lease. With the help of Mary Rosinski, Lori displayed the statistics of the proposal of the project in hopes that it would provide City Council with a better understanding of the Lake House proposal</td>
<td>Watch</td>
</tr>
<tr>
<td>Patrick Donnelly</td>
<td>Shared some questions with City Council about what citizens are</td>
<td>Watch</td>
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</table>
Diana Jauntiraus   Talked about Hip Circle Empowerment Center. The mission of the center is to empower women through dance fitness and community. With their new location on Howard St, Hip Circle will offer scholarships and work-study to make it possible for members of the community to participate in the different programs and classes.

John Walsh    Read a letter on behalf of Sarah Shastock stating there are resources and funding to make the Lake House and Gardens proposal a successful project.

Consent Agenda

(M1) Approval of Minutes of the Regular City Council Meeting of April 9, 2018. Motion: Ald Fleming

For Action

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

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

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

For Action
Motion to remove charges from the City Clerk’s Office and approve a modified amount of $172,207.24 for Bank of America. Passed 9-0

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

For Action
Passed 8-0    Alderman Suffredin Abstained
(A3.1) Sustainable Pest Control and Pesticide Reduction Policy

City Council accepted and placed on file the proposed pesticide use and reduction effort report.

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

(A3.2) Dodge Avenue Bike Lane Modifications

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

For Action
Item did not pass out of committee

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

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

For Action
Approved on Consent Agenda

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

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

For Action
Approved on Consent Agenda
(A3.5) Purchase of Trees and Planting Services for Spring Planting

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

For Action
Approved on Consent Agenda

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

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

For Action
Approved on Consent Agenda

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

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

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

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

For Action
Approved on Consent Agenda

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

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

For Action
Approved on Consent Agenda

(A3.10) Change Order to the Central Street Bridge Phase I Engineering Contract with Stanley Consultants, Inc.

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

For Action
Approved on Consent Agenda

(A3.11) Change Order No. 3 to the Agreement with Copenhaver Construction for the Fountain Square Renovations

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

For Action
Approved on Consent Agenda

(A3.12) Sidewalk Café – Cold Stone Creamery

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

For Action
Approved on Consent Agenda

(A3.13) Sidewalk Café – Amanecer Taco Shop

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

For Action
Approved on Consent Agenda
(A3.14) **Three Year Sole-Source Service Agreement with Tyler Technologies/New World ERP**

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

**For Action**  
Approved on Consent Agenda

(A3.15) **2018 Fraternal Order of Police Sergeant Union Contract**

City Council authorized the City Manager to execute a collective bargaining agreement between the City and the Fraternal Order of Police (FOP) Sergeant Union.

**For Action**  
Approved on Consent Agenda

(A3.16) **2017-2018 International Association of Fire Fighters Union, Local 742 Contract**

City Council authorized the City Manager to execute a two-year collective bargaining agreement between the City and the International Association of Fire Fighters Union (IAFF), Local 742.

**For Action**  
Passed 7-2  
Alderman Suffredin & Fleming voted No

(A4) **Resolution 21-R-18, A Corporate Resolution Accepting a Grant from Illinois Housing Development Authority’s Abandoned Residential Property Municipal Relief Program**

City Council adopted Resolution 21-R-18, accepting a $75,000 Grant from the Illinois Housing Development Authority’s Abandoned Residential Property Municipal Relief Program.

**For Action**  
Approved on Consent Agenda
(A5) **Resolution 20-R-18, Authorizing the Appointment of Chief Financial Officer and City Treasurer for the City of Evanston**

City Council adopted Resolution 20-R-18, appointing Hitesh Desai as Chief Financial Officer and City Treasurer.

For Action
Approved on Consent Agenda

(A6) **Resolution 23-R-18, Five-Year Loan Agreement with Hip Circle Empowerment Center to Fund Expenses at 727 Howard Street**

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

For Action
Motion to amend item from $18 per square foot to $15 per square foot
Passed 9-0

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

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

For Introduction
Motion to amend item from $18 per square foot to $15 per square foot
Motion made to suspend the rules for introduction and action
Passed 9-0
A8) Ordinance 57-O-18, Updating Authorized Signatories and Financial Institutions for Deposits/Investments of City Funds

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

For Introduction
Motion made to suspend the rules for Introduction and Action
Passed 9-0

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

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

For Introduction
Approved on Consent Agenda

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

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

For Introduction
Motion made to suspend the rules for Introduction and Action
Passed 9-0

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

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

For Introduction
Approved on Consent Agenda
(A12) Ordinance 52-O-18, Increasing the Number of Class X Liquor Licenses for Board & Brush Evanston located at 802 Dempster Street

City Council adopted Ordinance 52-O-18, amending Evanston City Code Subsection 3-4-6-(X) to increase the number of Class X Liquor Licenses from zero (0) to one (1) and permit issuance of a Class X license to SV Evanston Family, LLC d/b/a Board & Brush Evanston, 802 Dempster Street.

For Introduction and Action
Approved on Consent Agenda

(A13) Ordinance 53-O-18, Increasing the Number of Class F-2 Liquor Licenses for Binny’s Beverage Depot located at 1111 Chicago Ave.

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

For Introduction
Approved on Consent Agenda

(A14) Ordinance 54-O-18, Amending City Code Section 3-4-6(F) Eliminating the 500 Foot Restriction From Other Class F Liquor Licenses

City Council adopted Ordinance 54-O-18, eliminating the restriction prohibiting Class F liquor licensees to be within five hundred (500) feet from another Class F liquor license establishment.

For Introduction
Approved on Consent Agenda

(A15) Ordinance 55-O-18, Amending City Code Section 3-4-6(F) Eliminating the 500 Foot Restriction From Other Class F-1

City Council adopted Ordinance 55-O-18, eliminating the restriction prohibiting Class F-1 liquor licenses to be within five hundred (500) feet from another Class F-1 liquor license establishment.

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

For Action
Approved on Consent Agenda

(P1) Granting Vacation Rental License for 1500 Main Street

City Council approved a Vacation Rental License for the property located at 1500 Main Street. The Vacation Rental meets all of the Standards and Procedures for license approval.

For Action
Approved on Consent Agenda

(P2) Granting Vacation Rental License for 1419 Elmwood

City Council approved a Vacation Rental License for the property located at 1419 Elmwood Avenue. The Vacation Rental meets all of the Standards and Procedures for license approval.

For Action
Approved on Consent Agenda

(P3) Ordinance 29-O-18, Amending the City Code Title 2, Chapter 8 “Historic Preservation”

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

For Introduction
Approved on Consent Agenda
(P4) **Ordinance 47-O-18, Amending the Definition of “Coach House” in the City Code Section 6-18-3**

City Council adopted Ordinance 47-O-18, amending the Zoning Ordinance to modify the definition of a Coach House. A previous version of the proposed text amendment did not receive a recommendation from the Plan Commission. Ordinance 47-O-18 was held on April 9, 2018 until April 23, 2018 for Introduction.

For Introduction
Approved on Consent Agenda

(P5) **Ordinance 40-O-18, Amending the City Code, “Permitted Obstructions in Required Yards: General Provisions” Relating to Front Porches**

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

For Introduction
Moved to table the Ordinance to a later date. Item will stay in committee

(P6) **Ordinance 58-O-18 Granting a Special Use for a Type 2 Restaurant, Falcon Eddy’s Barbecue at 825 Church Street**

City Council adopted Ordinance 58-O-18 granting a special use approval for a Type 2 Restaurant, Falcon Eddy’s Barbecue in the D2 District. The applicant has complied with all zoning requirements, and meets all of the standards of a special use for this district.

For Introduction
Motion made to suspend the rules for introduction and action
Passed 9-0
(P7) Ordinance 46-O-18, Granting a Special Use for a Type 2 Restaurant, Frio Gelato, at 1301 Chicago Avenue

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

For Action
Approved on Consent Agenda

(APP1) For Appointment:

Housing and Homelessness Commission: Monika Bobo

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

For Action
Approved on Consent Agenda

(APP2) For Re-Appointment:

Plan Commission: Peter Isaac

Mr. Isaac is an attorney with Brown, Udell, Pomerantz & Delrahim, Ltd. representing clients with respect to real estate acquisition, development, management, leasing, and financing, general litigation, and various corporate and securities matter. He has a B.S. in Accountancy, J.D.; LLM in Real Estate.

For Action
Approved on Consent Agenda
Call of the Wards

Ward 1: No Report

Ward 2: Thanked everyone who participated in the cleaning of the area surrounding ETHS on Saturday morning. Made a referral to prioritize the migration of data from an old Excel file from the administrative adjudication and to have a comprehensive report on uncollected fees from administrative adjudication. Also wanted a comprehensive report on the City of Evanston Amazon purchases and see if items can be purchased locally.

Ward 3: 3rd Ward meeting on Thursday April 26th at Lincoln school from 7-8:30 p.m. Next office hours will be Thursday May 3rd from 7-10 a.m. at Brothers K

Ward 4: 4th Ward meeting on May 16th at 6:30 p.m. at the Robert Crown Center

Ward 5: Thanked the 5th Ward residents who participated in the priority budgeting exercise. Wish a happy birthday to James Engelman

Ward 6: No Report

Ward 7: Recommended everyone to read the pesticide report located on page 80 of the city packet on the progress the city has made in reducing the use of pesticide on city property, as well as useful information for residents about pest control on their own properties.

Ward 8: On April 24th at 7:00 p.m. the Howard Street business association will be meeting at Peckish Pig.

Ward 9: Thanked 9th Ward residents and David Stoneback for attending the 9th Ward meeting held the previous Saturday. Reminded residents to participate in the streetlight survey. Also reminded everyone of the meeting being held by Pace and CTA on Tuesday April 24th at the Levy Center from 4:30-6:30 p.m. in regards to the proposed route changes in Evanston

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

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, April 30th, 2018

Present:

Alderman Fiske
Alderman Braithwaite
Alderman Wynne
Alderman Wilson
Alderman Rue Simmons
Alderman Revelle
Alderman Fleming
Alderman Suffredin

(8)

Absent: (1) Alderman Rainey

Presiding: Mayor Stephen Hagerty
Mayor’s Public Announcements

Mayor Hagerty welcomed the Washington school Girl Scout Troops #409-39 who attended City Council for their civics curriculum to better understand how local government works.

City Manager’s Public Announcements

City Manager Wally Bobkiewicz announced STAR Communities Recognition of City of Evanston’s 4-STAR Sustainable Community Recertification. Katherine Hurley, Sustainability Program Manager of the Argonne National Laboratory, presented a Plaque Award to Mayor Steve Hagerty in recognition of the recertification achievement.

City Clerk’s Communications

City Clerk had no announcements.

Public Comment

Dan Joseph  Retired CTA employee who objects to planned bus service cuts for the 205, 208 and 213 buses

Junad Rizki  Shared his disagreements with the mismanagement of city funds. Called the priority based budgeting a “smoke screen” to hide the real problems from the community. Asked City Council to look into the Council rules in regards to speakers giving their time to other speakers

Sue Loellbach  Shared research that showed cities with comprehensive plans that include affordable housing are more likely to increase affordability in their communities and cities with affordable housing plans with strategies are more likely to use funds for affordability

Olympia Baldwin Edwards  ETHS student that wants to see an increase in affordable housing for classmates and residents alike. Wants to see a plan that eliminates zoning that creates barriers to affordability, provides incentive to landlords to increase affordability and includes new strategies for affordability. Explained the benefits of affordable housing include giving people wellbeing, reach their full potential, decrease crime and keeps property values consistent.
<table>
<thead>
<tr>
<th>Name</th>
<th>Remarks</th>
<th>Watch</th>
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<tbody>
<tr>
<td>Tim Russell</td>
<td>Spoke about the pumping station and how the entire process was handled incorrectly. Asked for more consideration for residents of the 5th Ward who are now trapped between a pumping station and a garbage center.</td>
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<td>Michael Donoroff</td>
<td>Talked about zoning ordinances in Evanston systematically disadvantaged students, immigrants, young people and low-income individuals in the city. The 3 unrelated rule is outdated and out of touch with reality and action must be taken by City Council to better fit the community.</td>
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<td>Sarah Vanderwickin</td>
<td>1st Ward resident asked City Council to look at the plan development and revising it so that the provision of affordable housing is a greater public benefit. Asked that all Wards be considered when discussing affordable housing.</td>
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<td>Virginia Ayers</td>
<td>Member of Interfaith Action of Evanston who is advocating for affordable housing in Evanston. On behalf of the Interfaith group she wants the committee responsible of affordable housing to meet soon to make affordable housing possible in Evanston</td>
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<tr>
<td>Misty Witenberg</td>
<td>Explained that 2525 Church St was approved for the restoration and preservation of green space as an expanded park. Said the city cannot claim a municipal use exemption if it does not own the structure or water services are not provided to Evanston. Furthermore she spoke about the disparaging remarks made by some City Council members, including Ald. Rainey and Ald. Simmons on social media. Demanded City Council take these actions seriously.</td>
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<td>Cecelia Wallin</td>
<td>Shared her concerns about the changes of the CTA/PACE buses. These changes will significantly affect constituents, particularly those who have disabilities or impairments and rely on public transit. This will reduce the social opportunities for people with disabilities. Wants City Council to consider all members of the community who rely heavily on public transportation.</td>
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<td>Doug Sharp</td>
<td>Wanted City Council to resume the meetings for the Inclusionary Housing sub-committee to update and approve the Inclusionary Housing Ordinance.</td>
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<tr>
<td>Patrick Donnelly</td>
<td>Member of the Lakehouse group that shared his commitment to working on saving the Harley Clarke Mansion.</td>
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Special Order of Business

(SP1) Resolution 25-R-18, Supporting Direct Public Transportation Service to Evanston Township High School

City Council adopted Resolution 25-R-18, supporting direct public transportation service to Evanston Township High School.

For Action
Passed 8-0

(SP2) Affordable Housing Work Plan Updates

Staff presents City Council with updates on the Inclusionary Housing Ordinance Subcommittee, coach houses, the Landlord Rehabilitation Assistance Program, and the three-unrelated occupancy rule.

For Action: Accept and Place on File
Motion made to have discussion on the three related ordinance in the Planning & Development committee on May 14
Passed 8-0
Motion made to a Accept report and Place it on File
Passed 8-0

(SP3) Resolution 26-R-18, Execute Intergovernmental Agreement with Evanston Township High School District No. 202

City Council authorized the City Manager to execute an intergovernmental agreement (IGA) with the Board of Education of the Evanston Township High School District No. 202. The IGA recognizes the mutual benefits to the City, ETHS and the community of the educational and housing program commonly known as Geometry In Construction (GIC) and memorializes the expectations and commitments of both parties to maintain the program going forward.

For Action
Passed 8-0
Expanding Accessory Dwelling Units to Address Housing Needs in Evanston

Staff requests direction from City Council regarding follow-up steps relating to Accessory Dwelling Units (ADUs) as a strategy to expand housing choices and affordable housing in Evanston. At its meeting on January 29, City Council directed staff to revise current zoning to allow rental of existing coach houses as a first step. An ordinance to permit this was introduced at the April 23, 2018 meeting. Staff proposes undertaking a comprehensive review of how to expand ADUs to further address Evanston’s housing needs. Involving the Age Friendly Taskforce in this evaluation, as well as in community outreach and education, would provide valuable perspective regarding housing needs of seniors, including smaller accessible housing units, the ability to age in place, and avoiding displacement due to rising housing costs.

For Action
Motion made to refer to Planning and Development Committee
Passed 8-0

Steps Toward Homeownership – Special Use for Small Lot Housing

Staff recommends consideration of developing a Special Use process that would enable developers to propose the construction of modest-size homes on smaller lots than currently allowed by our zoning. This process would enable the development of “starter” homes affordable to first-time homebuyers and less affluent residents by reducing the land cost associated with the development of a single family home. It would also allow non-conforming parcels throughout our community that are currently undevelopable based on zoning to be put into productive use.

For Action
Motion made to refer to Planning and Development Committee
Passed 8-0

Update on Priority Based Budgeting Process

City Council accepted and placed on file the update on the priority based budgeting process and direct staff to move forward with the public outreach portion of the process.

For Action: Accept and Place on File
Passed 8-0
Call of the Wards

Ward 1: No Report

Ward 2: Thanked Rebuilding Together for the homes rebuilt in the 2nd, 5th and 7th Ward. Special thanks to Kinzie Group, Northwestern and others for the participation in the event. Another special acknowledgement to the Sergeant B. Williams snail post 71-86. Ald. Braithwaite joined the Mayor and Cook County Commissioner Larry Suffredin as they celebrated the men and women that serve our country.

Ward 3: On Thursday May 3rd office hours will be from 7:00-10:00 a.m. In the evening of May 3rd the first meeting of the Garden Park Renovation Plan at 7 pm at Lincoln school.

Ward 4: No Report

Ward 5: No Report

Ward 6: No Report

Ward 7: Thanked Rebuilding Together for rebuilding the home of a resident of the 7th Ward.

Ward 8: No Report

Ward 9: No Report

Adjournment

Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned.
AGENDA

I. DECLARATION OF A QUORUM: ALDERMAN FLEMING, CHAIR

II. APPROVAL OF MINUTES OF REGULAR MEETING OF APRIL 23, 2018

III. PUBLIC SERVICE AWARDS

IV. ITEMS FOR CONSIDERATION

(A1) Payroll – April 2, 2018 through April 15, 2018 $ 2,771,899.38

Payroll – April 16, 2018 through April 29, 2018 $ 3,193,928.62

For Action

(A2) Bills List – May 15, 2018 $ 4,156,673.45

Bank of America February 2018 Credit Card Activity
(items held at April 23 City Council meeting) $ 1,716.90

For Action

(A3.1) Purchase of Three Vehicles for the Public Works Agency

Staff recommends City Council approval for the purchase of three (3) vehicles for operations in the Public Works Agency (Water Production Bureau and Public Services Bureau). The following vehicles will be purchased: Ford F-350 XP from Currie Motors Inc. (9423 W. Lincoln Highway, Frankfort, IL 60423) in the amount of $36,995.00; a Crane Carrier Model LET2-44 from National Fleet Auto Group (490 Auto Center Drive, Watsonville, CA 95076) in the amount of $267,825.00; and a Kenworth T440 Cab/Chassis from Standard Equipment Company (2033 W. Walnut Street, Chicago, IL 60612) in the amount of $369,116.58. Funding will be as follows: $36,995 from the Water Fund (Account 510.40.4230.65550), with a budget of $62,200; $369,116.58 from the Sewer Fund (Account 515.40.4530.65550), with a budget of $460,300; and $267,825 from four Accounts within the Solid Waste Fund.

For Action
(A3.2) **Revised Purchase of One Vehicle for the Public Works Agency**
Staff recommends City Council approval for the purchase of one (1) vehicle, a 2019 Peterbilt Model 348, for operations in the Public Works Agency - Public Services Bureau. The vehicle will be purchased from JX Peterbilt (42400 Hwy 41, Wadsworth, IL 60083) in the amount of $206,258.00 through the National Joint Powers Alliance contract. Funding for the vehicle will be from the Equipment Replacement Fund (Account 601.19.7780.65550), which has a budget of $1,522,977. This recommended vehicle purchase was originally approved for an incorrect amount at the Administration and Public Works Meeting on April 9, 2018.

**For Action**

(A3.3) **Contract Renewal with Krave Concession LLC for 2018 Lakefront Concession**
Staff recommends that City Council authorize the City Manager to execute a one year contract renewal between the City of Evanston and Krave Concession LLC for the Church and Clark Street food & drink stands and the lakefront mobile concessions (Lighthouse, Clark St., Greenwood St., South Blvd. and Lee St.) for the 2018 season. Krave Concession LLC is now owned by Brian Fogle, 5313 West 123rd Place, Alsip, Illinois 60803. Krave Concession LLC will pay the City $10,000 for the privilege of the 2018 permit.

**For Action**

(A3.4) **Contract with First Student for Parks, Recreation & Community Services Department 2018 Summer Bus Transportation**
Staff recommends City Council authorize the City Manager to execute a contract with First Student (1717 Park Street, Naperville, IL 60563) in the amount not to exceed $30,175. First Student was the lowest responsive bidder for the Parks, Recreation and Community Services Department 2018 summer bus transportation. They submitted a base bid of $26,175 and a $50.00 per hour cost for any additional trips that may be necessary. Staff recommends adding a $4,000 contingency amount to the base bid for additional trips or when either a city owned bus is out of service or a driver is not available to work. Funding will be from various Accounts depending on the type of program/facility location, which are detailed on the corresponding transmittal memorandum.

**For Action**

(A3.5) **First Quarter Financial Report for Fiscal Year 2018**
Staff recommends City Council accept and place the First Quarter Financial Report for FY 2018 on file.

**For Action: Accept and Place on File**
(A3.6) Disposition of Waste Transfer Tipping Fees / Station Project Funding
Staff recommends City Council: 1) receive update on waste transfer tipping fees; 2) authorize the City Manager to pursue cost proposals for an environmental monitoring study at the waste transfer station operated by Advanced Disposal at 1711 Church Street and to purchase the environmental monitoring equipment needed for the study. The study is estimated to cost $25,000 and the equipment costs are estimated to be $167,500, for a total estimated cost of $192,500. Staff recommends that $200,000 of 2018 GO Bond funds be provided for this work.

For Action

(A4) Resolution 33-R-18, Appointing Hitesh Desai as the City of Evanston’s Delegate for the Intergovernmental Personnel Benefit Cooperative
Staff recommends City Council adopt Resolution 33-R-18, appointing Hitesh Desai as Delegate for the Intergovernmental Personnel Benefits Cooperative.

For Action

(A5) Resolution 28-R-18, Letter of Understanding with Evanston Foreign Fire Insurance Board to Fund the Purchase of Firefighter Gear
Staff recommends that the City Council adopt Resolution 28-R-18 authorizing a letter of understanding with the Evanston Foreign Fire Tax Board for a joint purchase of ninety-three (93) sets of firefighter personal protective equipment. The vendor will be Air One Equipment, Inc., (360 Production Drive, South Elgin, IL 60177) and the total cost, spread over a 5-year period, will be $221,805. Funding will be from the General Fund (Account 100.23.2315.65625) in an amount not to exceed $17,892 per year, for a total of $89,438. Additional funding of $132,367/60% of the cost is from the Evanston Firefighters Foreign Tax Board.

For Action

(A6) Resolution 31-R-18, Request Volume Cap Allocation for Private Activity Bonds from the State of Illinois Governor’s Office
Staff recommends City Council approval of Resolution 31-R-18 authorizing the City of Evanston to request volume cap allocation for Private Activity Bonds (PAB) from the State of Illinois Governor’s Office in the amount of $7,821,030 for 2018. This authorizes the City to request its allocation of PAB volume cap only; City Council would have to approve any project proposed for PABs separately following receipt of its volume cap reservation from the State of Illinois. The City has three years to allocate its PAB to a project or projects and any unallocated volume cap reverts to the State of Illinois for reallocation.

For Action

(A7) Resolution 27-R-18, Terminate Lease for City-Owned Real Property Located at 2222 Oakton Street with Smylie Brothers
Staff recommends City Council adopt Resolution 27-R-18, “Authorizing the City Manager to Execute a Mutual Termination of Lease Agreement for City-Owned Real Property Located at 2222 Oakton Street with Smylie Brothers Draft and Package LLC”. Staff also requests direction on next steps for the property.

For Action
(A8) Resolution 19-R-18, Extension of a License to Comcast, Allowing Maintenance of a Building and Fence in the Public Right-of-Way of Mulford Street and Park Land in James Park
Staff recommends City Council adoption of Resolution 19-R-18, authorizing the City Manager to execute a four (4) year extension, until May 31, 2022, of the license to Comcast for facilities in James Park. Total revenue for the license extension agreement will be $95,616.
For Action

(A9) Ordinance 62-O-18, Amending Hours of Alcohol Service
Local Liquor Commissioner recommends City Council adoption of Ordinance 62-O-18, amending Evanston City Code Subsection 3-4-9 to allow for extended hours of alcohol service. The Ordinance permits the Local Liquor Commissioner discretion to extend hours of lawful service per written order.
For Introduction

V. ITEMS FOR DISCUSSION

VI. COMMUNICATIONS

VII. ADJOURNMENT
I. DECLARATION OF A QUORUM: ALDERMAN FLEMING, CHAIR
A quorum being present, Ald. Fleming called the meeting to order at 6:06p.m.

II. APPROVAL OF MINUTES OF REGULAR MEETING OF APRIL 9, 2018
Ald. Rue Simmons moved to accept the Minutes of April 9, 2018 and the A&PW meeting as submitted, seconded by Ald. Rainey.

III. NATIONAL DRINKING WATER WEEK: 3RD GRADE ART CONTEST WINNERS
National Drinking Water Week is May 6th-May 12th. Mayor Hagerty introduced the 3rd grade art contest winners and gave presented them with awards and gifts. Their pictures will be on display at the Evanston Public Library and then at the Civic Center. The award winners are:

Water Spirit Award – Rosalee Robertson, St. Athansius Elementary School
Mayor’s Choice Award – Lauren Barnett, King Literary & Fine Arts School
People’s Choice Award – Alice Brown, Willard Elementary School

IV. ITEMS FOR CONSIDERATION

(A1) Payroll – March 19, 2018 through April 01, 2018 $ 2,864,691.16
For Action
Ald. Rainey moved to recommend approval of Payroll March 19, 2018 through April 1, 2018 in the amount of $2,864,691.16, seconded by Ald. Suffredin.

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

(A2.1) Bills List – April 24, 2018 $ 1,381,367.39
Credit Card Activity (not including Amazon purchases) –
Period Ending February 28, 2017
Bank of America $ 173,924.14
BMO $ 6,692.89

For Action
Ald. Suffredin moved to approve the bills through April 24, 2018 in the amount of $1,381,367.39 and credit card activity (not including Amazon purchases) for the period ending February 28, 2017 in the amount of $173,924.14 (Bank of America purchases) and $6,692.89 (BMO purchases), seconded by Ald. Rue Simmons.

Ald. Suffredin voiced concern over the lack of receipts for some credit card transactions. The new amount less the 15 charges in question is $172,207.24.

Ald. Fleming moved to approve the BMO Harris credit card in the amount of $6,692.89, seconded by Ald. Suffredin.

The Committee voted unanimously 4-0 to approve the bills and amended credit card activity.

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

For Action
Ald. Rue Simmons moved to approve the Amazon credit card activity for the period ending February 28, 2017 for the Bank of America card in the amount of $8,689.56 and the BMO Harris card in the amount of $31.99, seconded by Ald. Fleming.

Ald. Fleming expressed concern over the large amount of Amazon purchases and urged the City Manager to direct staff to purchase locally when possible. City Manager Wally Bobkiewicz explained that the MWEBE Committee has been reviewing this issue and is awaiting their report to take additional steps.

The Committee voted 3-0 with Ald. Suffredin abstaining to approve the Amazon credit card activity.

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

For Action: Accept and Place on File
Ald. Fleming moved to recommend City Council accept and place on file the proposed pesticide use and reduction effort report, seconded by Ald. Rue Simmons.

Environmental Services Coordinator Paul D'Agostino presented a presentation on pesticide use and reduction efforts. He discussed the background, current practices and goals of the program.
The Committee voted unanimously 4-0 to accept and place the report on file.

(A3.2) **Dodge Avenue Bike Lane Modifications**

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

**For Action**

Ald. Fleming moved to recommend City Council review the necessity for bike lanes on Dodge Avenue between Howard Street and Oakton Street, seconded by Ald. Rue Simmons.

Ald. Rainey expressed concern for the elderly residents that live between Kirk and Dobson. The configuration is very challenging because of the narrow parking and traffic lane created to support the protected bike lane. She noted that rush hour is extremely congested due to vehicles that double park to access the school, park and the Levy Center.

**PUBLIC COMMENT**

John Hennelly, a Go Evanston founding member, expressed support for protected bike lanes. He felt that they pull in new bikers and decrease accidents.

Dylan Morrow asked the Committee to keep Evanston safe for kids to ride their bikes to James Park.

Dan Joseph thank Ald. Rainey for reducing the speed limit to 25 mph on streets with bike lanes.

Leo Sherman discussed the buses, refuse haulers and semi trucks on this route. He asked the Committee to look into the causes of accidents on this stretch of bike lanes.

Russell Wagner, 1404 Greenleaf, expressed support of keeping the protected lanes.

Vickie Jacobson discussed cars parking in the buffer zone and the inaccessibility of transit stops along Dodge. Go Evanston believes in protected bike lanes for all ages.

Maple Conn, Reuben Perelman, Nancy Berta, Douglas Hajegawa, Kristin Lems, Michael Moran, Connie Uselman and Doug Holt all expressed support of the protected lanes.

Ald. Rainey moved to request City Council direct staff to work with her and neighbors to immediately remove the lane in front of the nursing homes. There was no second to this motion.

*Ald. Braithwaite arrived at 7:10pm.*
The Committee voted 1-4 to review the necessity of the lanes, with Alds. Fleming, Braithwaite, Rue Simmons and Suffredin opposed.

(A3.3) Contract with Schroeder & Schroeder Inc. for the 2018 50/50 Sidewalk Replacement Project
Staff recommends City Council authorize the City Manager to execute a contract for the 2018 50/50 Sidewalk Replacement Project (Bid No. 18-14) with Schroeder & Schroeder Inc. (7306 Central Park Avenue, Skokie, IL 60076) in the amount of $211,000.00. Funding will be provided from the Capital Improvement Program 2018 General Obligation Bonds in the amount of $150,000 (with a budget of $300,000 with a remaining balance of $284,209.50), and from estimated private funds in the amount of $61,000.

For Action
Ald. Suffredin moved to recommend City Council authorize the City Manager to execute a contract for the 2018 50/50 Sidewalk Replacement Project (Bid No. 18-14) with Schroeder & Schroeder Inc. in the amount of $211,000.00, seconded by Ald. Fleming.

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

(A3.4) Contract with Bolder Contractors, Inc. for the 2018 Water Main Improvements and Street Resurfacing Project
Staff recommends City Council authorize the City Manager to execute a contract for the 2018 Water Main Improvements and Street Resurfacing Project (Bid No. 18-10) with Bolder Contractors, Inc. (316 Cary Point Drive, Cary, IL 60013) in the amount of $2,410,717.49. Funding will be provided from the CIP Fund 2018 General Obligation Bonds in the amount of $380,000.00, the Water Fund in the amount of $2,470,000.00, and the Sewer Fund in the amount of $300,000.00. A detailed summary of the funding can be found on the corresponding transmittal memorandum.

For Action
Ald. Rue Simmons moved to recommend City Council authorize the City Manager to execute a contract for the 2018 Water Main Improvements and Street Resurfacing Project (Bid No. 18-10) with Bolder Contractors, Inc. in the amount of $2,410,717.49, seconded by Ald. Braithwaite.

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

(A3.5) Purchase of Trees and Planting Services for Spring Planting
Staff recommends that City Council authorize the City Manager to execute a contract award for the purchase of 300 trees and planting services for 150 of those trees from Suburban Tree Consortium in the amount of $85,006.00. Funding for this purchase will be from: $135,000 from the Forestry Division General Funds (Account 100.40.4320.65005), and $1,000 from Replant Express Funds (Account 100.41335). The Replant Express program allows residents to pay $250 (the cost of a 2.0" – 2.5" tree plus delivery) to be added to our planting list immediately, rather than waiting the two years it typically takes for a
replacement tree. There are four trees being planted through this program which generated $1,000.00 in payments. These two funding sources will be used to purchase all 300 trees for the parkways and the planting of 150 of those trees.

**For Action**

Ald. Fleming moved to recommend City Council authorize the City Manager to execute a contract award for the purchase of 300 trees and planting services for 150 of those trees from Suburban Tree Consortium in the amount of $85,006.00, seconded by Ald. Rue Simmons.

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

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

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

**For Action**

Ald. Braithwaite moved to recommend City Council authorize the City Manager to execute an agreement for a 1-year contract extension with Interra, Inc. to the agreement for Material Testing Services (RFP 17-02) for various capital infrastructure improvement projects in the amount not-to-exceed $150,000, seconded by Ald. Rue Simmons.

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

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

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

**For Action**

Ald. Rainey moved to recommend City Council authorize the City Manager to execute a contract for the 2018 CIPP Sewer Rehabilitation Contract A (Bid No. 18-16) with Insituform Technologies USA, LLC in the amount of $249,439.00, seconded by Ald. Rue Simmons.

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

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

For Action
Ald. Suffredin moved to recommend City Council authorize the City Manager to execute a contract for the Emerson Street Wholesale Water Meter Construction (Bid 18-15) with Bolder Contractors in the amount of $1,162,000.00 and Evanston will recover the cost of all engineering and construction of the meter vault as 100% of the cost to construct the vault is included in the Morton Grove Niles Water Commission water rate calculation, seconded by Ald. Rue Simmons.

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

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

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

For Action
Ald. Rue Simmons moved to recommend City Council authorize the City Manager to execute an Amendment to the contract for the Emerson Street Wholesale Water Meter Engineering Services (RFP 17-36) with Crawford, Murphy & Tilly, Inc. (550 N. Commons Dr., Suite 116, Aurora, IL 60504) to include Engineering Services During Construction in the amount of $149,353.00 and Evanston will recover the cost of all engineering and construction of the meter vault as 100% of the cost to construct the vault is included in the Morton Grove Niles Water Commission water rate calculation, seconded by Ald. Rainey.

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

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

**For Action**

Ald. Fleming moved to recommend City Council authorize the City Manager to execute Change Order No. 1 to the Central Street Bridge Phase I Engineering Contract (Bid No. 16-08) with Stanley Consultants, Inc. in the amount $27,328.59 increasing the overall contract amount from $438,100 to $465,428.59, seconded by Ald. Rue Simmons.

At Ald. Suffredin’s inquiry, Public Works Agency Director Stoneback explained that the change order is a result of meetings with the residents in the area to improve the aesthetics of the project.

The Committee voted 3-2 with Ald. Fleming and Rue Simmons opposed to approving the change order.

(A3.11) Change Order No. 3 to the Agreement with Copenhaver Construction for the Fountain Square Renovations

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

**For Action**

Ald. Braithwaite moved to recommend City Council authorize the City Manager to approve Change Order No. 3 to the agreement with Copenhaver Construction for the Fountain Square Renovations project which extends the existing contract completion deadline by 29 days from May 1, 2018 to May 30, 2018, seconded by Ald. Rue Simmons.

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

(A3.12) Sidewalk Café – Cold Stone Creamery

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

**For Action**

Ald. Rainey moved to recommend City Council approval of a first-time application for a sidewalk café permit for Cold Stone Creamery, an ice cream store located at 1611 Sherman Avenue consisting of three picnic
tables with six seats each for a seating capacity of eighteen, and will operate Sunday-Thursday 12:00 p.m.–10:00 p.m. and Friday-Saturday 12:00 p.m.–11:00 p.m., seconded by Ald. Braithwaite.

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

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

For Action
Ald. Suffredin moved to recommend City Council approval of first-time application for a sidewalk café permit for Amanecer Taco Shop, A Type 2 restaurant located at 512 Main Street consisting of one table with four seats and one table with two seats for a seating capacity of six, and will operate Sunday-Thursday 7:00 a.m.-2:00 p.m. and Friday-Saturday 7:00 a.m.-11:00 p.m., seconded by Ald. Rue Simmons.

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

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

For Action
Ald. Rue Simmons moved to recommend City Council authorize the City Manager to execute a three year sole-source agreement with Tyler Technologies/ New World ERP (NW) in the annual amount of $98,609 for financial management and human resources/payroll processes with a $4,000 one-time software fee for a total of $299,827, which includes software support, maintenance, upgrades and hosting, seconded by Ald. Rainey.

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

(A3.15) 2018 Fraternal Order of Police Sergeant Union Contract
Staff recommends City Council authorize the City Manager to execute a collective bargaining agreement between the City and the Fraternal Order of Police (FOP) Sergeant Union.
Ald. Fleming moved to recommend City Council authorize the City Manager to execute a collective bargaining agreement between the City and the Fraternal Order of Police (FOP) Sergeant Union, seconded by Ald. Rue Simmons.

Ald. Fleming asked staff to be aggressive during negotiations with the unions in the midst of the City’s financial problems.

The Committee voted 4-1 with Ald. Fleming opposed to approving the agreement.

(A3.16) 2017-2018 International Association of Fire Fighters Union, Local 742 Contract

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

For Action

Ald. Braithwaite moved to recommend City Council authorize the City Manager to execute a two-year collective bargaining agreement between the City and the International Association of Fire Fighters Union (IAFF), Local 742, seconded by Ald. Rainey.

The Committee voted 3-2 with Alds. Fleming and Suffredin opposed to approving the agreement.

(A4) Resolution 21-R-18, A Corporate Resolution Accepting a Grant from Illinois Housing Development Authority’s Abandoned Residential Property Municipal Relief Program

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

For Action

Ald. Rainey moved to recommend City Council adopt Ordinance 21-R-18, accepting a $75,000 Grant from the Illinois Housing Development Authority’s Abandoned Residential Property Municipal Relief Program, seconded by Ald. Rue Simmons.

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

(A5) Resolution 20-R-18, Authorizing the Appointment of Chief Financial Officer and City Treasurer for the City of Evanston

Staff recommends City Council adopt Resolution 20-R-18, appointing Hitesh Desai as Chief Financial Officer and City Treasurer.

For Action

Ald. Suffredin moved to recommend City Council adopt Resolution 20-R-18, appointing Hitesh Desai as Chief Financial Officer and City Treasurer, seconded by Ald. Rainey.
The Committee voted unanimously 5-0 to adopt the resolution.

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

For Action
Ald. Rue Simmons moved to recommend City Council adoption of Resolution 23-R-18, authorizing a five-year loan of $25,000 to Hip Circle Empowerment Center for tenant improvements at 727 Howard Street, seconded by Ald. Braithwaite.

Economic Development Manager Paul Zalmezak indicated that there is a correction of the rate per square foot from $18 to $15. At Ald. Fleming’s inquiry, he explained that the cost of the tenant buildout is equivalent to the personal guarantee and can be used as a form of security.

The Committee voted unanimously to adopt the resolution.

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

For Introduction
Ald. Fleming moved to recommend City Council adopt Ordinance 60-O-18, authorizing the City Manager to enter into a five-year lease of City-owned real property located at 727 Howard Street, Evanston, Illinois with Hip Circle Empowerment Center. For tenant improvement allowance component of the lease agreement, staff recommends a total of up to $25,000 from the Howard/Ridge Tax Increment Financing Fund, seconded by Ald. Braithwaite.

The Committee voted unanimously 5-0 to adopt the ordinance.
(A8) Ordinance 57-O-18, Updating Authorized Signatories and Financial Institutions for Deposits/Investments of City Funds
Staff recommends City Council adopt Ordinance 57-O-18, adding Hitesh Desai as a depository signature to City accounts.

For Introduction
Ald. Braithwaite moved to suspend the rules and recommend City Council adopt Ordinance 57-O-18, adding Hitesh Desai as a depository signature to City accounts, seconded by Ald. Rue Simmons.

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

(A9) Ordinance 25-O-18, Amending the City Code for the Public Works Agency
Staff recommends City Council adopt Ordinance 25-O-18 amending Title 7, Chapter 1 of the Evanston City Code, “Public Works Agency”. The Ordinance also codifies the Block Party permit processes.

For Introduction
Ald. Rainey moved to recommend City Council adopt Ordinance 25-O-18 amending Title 7, Chapter 1 of the Evanston City Code, “Public Works Agency” and codify the Block Party permit processes, seconded by Ald. Rainey.

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

(A10) Ordinance 50-O-18, Increasing the Number of Class D Liquor Licenses for Falcon Eddy's Barbeque located at 825 Church Street
Local Liquor Commissioner recommends City Council adoption of Ordinance 50-O-18, amending Evanston City Code Subsection 3-4-6-(D) to increase the number of Class D Liquor Licenses from forty-nine (49) to fifty (50) and permit issuance of a Class D license to Falcon Eddy's, LLC d/b/a Falcon Eddy's Barbeque located at 825 Church Street.

For Introduction
Ald. Fleming moved to suspend the rules and recommend City Council adoption of Ordinance 50-O-18, amending Evanston City Code Subsection 3-4-6-(D) to increase the number of Class D Liquor Licenses from forty-nine (49) to fifty (50) and permit issuance of a Class D license to Falcon Eddy's, LLC d/b/a Falcon Eddy's Barbeque located at 825 Church Street, seconded by Ald. Rainey.

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

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

**For Introduction**
Ald. Suffredin moved to recommend City Council adoption of Ordinance 51-O-18, amending Evanston City Code Subsection 3-4-6-(F) to increase the number of authorized Class F liquor licenses from ten (10) to eleven (11), and permit issuance of a Class F license to Target Corporation d/b/a Target Store T0927 located at 2209 Howard Street, seconded by Ald. Rue Simmons.

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

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

**For Introduction and Action**
Ald. Rue Simmons moved to suspend the rules and recommend City Council adoption of Ordinance 51-O-18, amending Evanston City Code Subsection 3-4-6-(F) to increase the number of authorized Class F liquor licenses from ten (10) to eleven (11), and permit issuance of a Class F license to Target Corporation d/b/a Target Store T0927 located at 2209 Howard Street, seconded by Ald. Braithwaite.

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

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

**For Introduction**
Ald. Fleming moved to recommend City Council adoption of Ordinance 53-O-18, amending Evanston City Code Subsection 3-4-6-(F-2) to increase the number of Class F-2 Liquor Licenses from zero (0) to one (1) and permit issuance of a Class F-2 license to Gold Standard Enterprises, Inc., d/b/a Binny’s Beverage Depot located at 1111 Chicago Avenue, seconded by Ald. Braithwaite.

The Committee voted unanimously 5-0 to adopt the ordinance.
Ordinance 54-O-18, Amending City Code Section 3-4-6(F) Eliminating the 500 Foot Restriction From Other Class F Liquor Licenses

Local Liquor Commissioner recommends City Council adoption of Ordinance 54-O-18, eliminating the restriction prohibiting Class F liquor licensees to be within five hundred (500) feet from another Class F liquor license establishment.

For Introduction
Ald. Braithwaite moved to recommend City Council adoption of Ordinance 54-O-18, eliminating the restriction prohibiting Class F liquor licensees to be within five hundred (500) feet from another Class F liquor license establishment, seconded by Ald. Rue Simmons.

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

Ordinance 55-O-18, Amending City Code Section 3-4-6(F) Eliminating the 500 Foot Restriction From Other Class F-1 Liquor Licenses

Local Liquor Commissioner recommends City Council adoption of Ordinance 55-O-18, eliminating the restriction prohibiting Class F-1 liquor licensees to be within five hundred (500) feet from another Class F-1 liquor license establishment.

For Introduction
Ald. Fleming moved to recommend City Council adoption of Ordinance 55-O-18, eliminating the restriction prohibiting Class F-1 liquor licensees to be within five hundred (500) feet from another Class F-1 liquor license establishment, seconded by Ald. Braithwaite.

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

V. ITEMS FOR DISCUSSION

V. COMMUNICATIONS

VI. ADJOURNMENT
Ald. Braithwaite moved to adjourn, seconded by Ald. Suffredin. The Committee adjourned at 7:56pm.
Memorandum

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

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

Subject: City of Evanston Payroll and Bills

Date: May 9, 2018

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

Summary:
Payroll – April 2, 2018 through April 15, 2018 $ 2,771,899.38
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Payroll – April 16, 2018 through April 29, 2018 $ 3,193,928.62
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Bills List – May 15, 2018 $ 4,156,673.45

General Fund Amount – Bills list $444,557.54

TOTAL AMOUNT OF BILLS LIST & PAYROLL $10,122,501.45

*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.

Bank of America February 2018 Credit Card Activity
(items held at April 23 City Council meeting) $ 1,716.90

Attachments:
Bills List
City Clerk February Credit Card Transactions
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<th>Description</th>
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- **205 EMERGENCY TELEPHONE (E911) FUND Total**: 2,692.63
- **5150 EMERGENCY TELEPHONE SYSTEM Total**: 2,692.63
- **240 HOME FUND Total**: 17,004.52
- **5465 AFFORDABLE HOUSING Total**: 4,143.48
- **330 HOWARD-RIDGE TIF FUND Total**: 327.85
- **415 CAPITAL IMPROVEMENTS FUND Total**: 1,138,190.23
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CITY OF EVANSTON
BILLS LIST
PERIOD ENDING 05.15.2018

65060 R.A. ADAMS ENTERPRISES INC,
65060 ATLAS BOBCAT, INC.
65060 EQUIPMENT DEPOT OF ILLINOIS
65060 CUMBERLAND SERVICENTER
65060 DOUGLAS TRUCK PARTS
65060 DOUGLAS TRUCK PARTS
65060 DUXLER TIRE & CAR CENTER
65060 DUXLER TIRE & CAR CENTER
65060 DUXLER TIRE & CAR CENTER
65060 EVANSTON CAR WASH & DETAIL CENTER
65060 GROVER WELDING COMPANY
65060 GROVER WELDING COMPANY
65060 GROVER WELDING COMPANY
65060 GROVER WELDING COMPANY
65060 HAVEY COMMUNICATIONS INC.
65060 HAVEY COMMUNICATIONS INC.
65060 INTERSTATE BATTERY OF NORTHERN CHICAGO
65060 INTERSTATE BATTERY OF NORTHERN CHICAGO
65060 INTERSTATE BATTERY OF NORTHERN CHICAGO
65060 LEACH ENTERPRISES, INC.
65060 MONROE TRUCK EQUIPMENT
65060 MONROE TRUCK EQUIPMENT
65060 PATTEN INDUSTRIES
65060 RUSSO POWER EQUIPMENT
65060 WINTER EQUIPMENT CO, INC
65060 WINTER EQUIPMENT CO, INC
65060 WEST SIDE EXCHANGE
65060 WEST SIDE EXCHANGE
65060 WEST SIDE EXCHANGE
65060 WEST SIDE EXCHANGE
65060 BURRIS EQUIPMENT CO.
65060 GEIB INDUSTRIES, INC.
65060 TEREX UTILITIES, INC.
65060 TEREX UTILITIES, INC.
65060 INTERSTATE POWER SYSTEMS, INC.
65060 INTERSTATE POWER SYSTEMS, INC.
65060 INTERSTATE POWER SYSTEMS, INC.
65060 INTERSTATE POWER SYSTEMS, INC.
65060 INTERSTATE POWER SYSTEMS, INC.
65060 P & G KEENE ELECTRICAL
65060 GLOBAL EMERGENCY PRODUCTS, INC.
65060 GLOBAL EMERGENCY PRODUCTS, INC.
65060 GLOBAL EMERGENCY PRODUCTS, INC.
65060 GLOBAL EMERGENCY PRODUCTS, INC.
65060 ADVANCE AUTO PARTS
65060 SPEX HAND WASH
65060 TRIANGLE RADIATOR
65060 ULINE
65060 GOLF MILL FORD
65060 GOLF MILL FORD
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65060 GOLF MILL FORD
65060 R.N.O.W., INC.
65060 R.N.O.W., INC.
65060 ORLANDO AUTO TOP
65060 ORLANDO AUTO TOP
65060 SIGLER'S AUTOMOTIVE & BODY SHOP, INC.
65060 SIGLER'S AUTOMOTIVE & BODY SHOP, INC.
65060 SIGLER'S AUTOMOTIVE & BODY SHOP, INC.
65060 LAWSON PRODUCTS, INC.
65060 LAWSON PRODUCTS, INC.
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65060 LAWSON PRODUCTS, INC.
65060 LAWSON PRODUCTS, INC.
65060 CHICAGO PARTS & SOUND, LLC
65060 CHICAGO PARTS & SOUND, LLC
65060 NISSAN MOTOR ACCEPTANCE CORP
65060 APC STORES, INC., DBA BUMPER TO BUMPER
65060 APC STORES, INC., DBA BUMPER TO BUMPER
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65060 APC STORES, INC., DBA BUMPER TO BUMPER
65060 APC STORES, INC., DBA BUMPER TO BUMPER
65060 THE CHEVROLET EXCHANGE
65060 RUSH TRUCK CENTERS OF ILLINOIS, INC
65060 RUSH TRUCK CENTERS OF ILLINOIS, INC
65060 RUSH TRUCK CENTERS OF ILLINOIS, INC
65060 RUSH TRUCK CENTERS OF ILLINOIS, INC
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65060 RUSH TRUCK CENTERS OF ILLINOIS, INC
65060 RUSH TRUCK CENTERS OF ILLINOIS, INC
65060 RUSH TRUCK CENTERS OF ILLINOIS, INC
65065 WENTWORTH TIRE SERVICE
65065 WENTWORTH TIRE SERVICE
65065 WENTWORTH TIRE SERVICE
65065 WENTWORTH TIRE SERVICE
65085 SNAP-ON INDUSTRIAL
65085 AUTOMOTIVE LIFT SERVICE
7710 MAJOR MAINTENANCE Total

DUMP BOX REFURBISHED #D1
TOOLCAT BROOM WAFERS
ANNUAL SERVICE ON FORKLIFT
WASHER FLUID PUMPS
HEATER HOSE
WESTER PLOW FRAME MOUNTS
#342 ALIGNMENT
#48 ALIGNMENT
#80 WHEEL BALANCE
21 CAR WASHES
# 576 REMOVE OLD HITCH AND WELD ON NEW ONE
#142 FORK REPAIRS
#623 CONVEYOR WELD REPAIRS
#632 FABRICATE NEW SKID PLATES
#260 ADDITIONAL EMERGENCY LIGHTING
#433 RADIOS & LIGHTING IN NEW BOAT
8 BATTERIES FOR MOTORCYCLES
BATTERIES
BATTERY
10 SIDE MIRRORS
#D2 DUMPBODY HOOKLIFT
2 SPINNER MOTORS
4 BELTS FOR #683
#607 TRANSMISSION REPAIRS
ADDITIONAL PLOW BLADES
ADDITIONAL PLOW CURB GUARDS
#550 HOSES & FITINGS
#659 ALTERNATOR & PULLEYS
#680 CYLINDER REPAIRS
PULLEY #659
BUCKET EDGE
#323 HYDRAULIC HOSE
#165 ANNUAL INSPECTION & REPAIRS
#577 ANNUAL INSPECTION AND REPAIRS
#312 FUEL SYSTEM REPAIRS
#312 WATER PUMP
#325 COOLANT LINE
#325 SEAL
EFD #312 ENGINE CODE REPAIRS
JOHN DEERE STARTER #564
#322 FUEL ISSUES
FITTINGS
HEADLIGHT BEZEL
STANCHION ENDS
BULBS
75 CAR WASHES
#661 RADIATOR REPAIRS
NITRILE GLOVES
#15 TURN SIGNAL ASSY
#261 D/S MIRROR ASSY
#48 INNER/OUTER TIE RODS
#63 MIRROR COVER
#637 KITS
#637 V-BELT AND COMPRESSOR
#659 KIT
#68 BUSHINGS
DAMPENER
NEW KEY ASSY'S
NUT
WIPER ARM TRANSMISSION
#718 SPOOL VALVE REPAIRS
EMERGENCY STOP BUTTONS
#719 INSTALL WINDSHIELD
REBUILD INT'L SEAT CUSHION
#4 BODY REPAIRS
BODY REPAIRS EPD VEHICLE #39
EPD CHIEF CAR#1 BODY REPAIRS
BRASS FITTINGS
FENDER WASHERS
LOCK NUTS
MISC WASHERS
WASHERS
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BRAKE PARTS
MAY LEASE PAYMENT
#342 STRUTS COMPLETE
5W40 OIL IN QUARTS
AIR FILTERS
CABIN AIR FILTER #803
FILTERS
FILTERS #803
HYDRAULIC FITTINGS
LED HEADLIGHTS #325
SUPER GLUE
WESTER PLOW TRUCK MOUNTS
#315 BRAKE PRESSURE SWITCH
#577 WATER PUMP
#737 LOW PRESSURE SWITCH
AIR TANK CABLES
BRAKE MASTER CYLINDER #737
LOW PRESSURE SWITCH
ON-COMMAND SERVICE FOR INT'L TRUCKS
TRUCK #737 INSTRUMENT CLUSTER
12 NEW TIRES
4 NEW TIRES
NEW TIRES
TIRE SERVICE
REPAIR OF BATTERY CHARGER
INSPECTION & REPAIRS OF HOSE & REELS IN FLEET GARAGE

600 FLEET SERVICES FUND Total

601 EQUIPMENT REPLACEMENT FUND
7780 VEHICLE REPLACEMENTS
62375 UNITED RENTALS
62402 NISSAN MOTOR ACCEPTANCE CORP
65550 FOSTER COACH SALES, INC.
7780 VEHICLE REPLACEMENTS Total

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142.62
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172,830.39

ROLLER RENTAL FOR 2018 SEASON
MAY LEASE PAYMENT
NEW AMBULANCE FOR EFD #317

601 EQUIPMENT REPLACEMENT FUND Total

3,032.47
309.15
300,055.00
303,396.62
303,396.62

71 of 629

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### BILLS LIST
#### PERIOD ENDING 05.15.2018

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**Grand Total** 4,156,673.45

Prepared By __________________________ Date __________________________

Reviewed By __________________________ Date __________________________

Approved By __________________________ Date __________________________
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<td>02/09/2018</td>
<td>62295 TRAINING &amp; TRAVEL</td>
<td>CLERK WILL SUBMIT REIMBURSEMENT RECEIPT TO CFO.</td>
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<tr>
<td>CMO/CITY CLERK OFFICE</td>
<td>NATIONBUILDER</td>
<td>$319.00</td>
<td>02/13/2018</td>
<td>67107 OUTREACH</td>
<td>VOTER OUTREACH MANAGEMENT SOFTWARE</td>
</tr>
<tr>
<td>CMO/CITY CLERK OFFICE</td>
<td>LYFT</td>
<td>$3.27</td>
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<td>02/22/2018</td>
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<td>CLERK WILL SUBMIT REIMBURSEMENT RECEIPT TO CFO.</td>
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<tr>
<td>CMO/CITY CLERK OFFICE</td>
<td>LYFT</td>
<td>$9.03</td>
<td>02/23/2018</td>
<td>62295 TRAINING &amp; TRAVEL</td>
<td>CLERK WILL SUBMIT REIMBURSEMENT RECEIPT TO CFO.</td>
</tr>
<tr>
<td>CMO/CITY CLERK OFFICE</td>
<td>FACEBK B78GPEW7D2</td>
<td>$250.00</td>
<td>02/26/2018</td>
<td>67107 OUTREACH</td>
<td>VOTER OUTREACH SOFTWARE FOR EVANSTON VOTES TEXT CAMPAIGN</td>
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<tr>
<td>CMO/CITY CLERK OFFICE</td>
<td>L2 POLITICAL</td>
<td>$500.61</td>
<td>02/26/2018</td>
<td>67107 OUTREACH</td>
<td>CONTACT DATA FOR VOTER EDUCATION AND OUTREACH</td>
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<td>CMO/CITY CLERK OFFICE</td>
<td>CALLHUB.IO CALLHUB CRE</td>
<td>$250.00</td>
<td>02/27/2018</td>
<td>67107 OUTREACH</td>
<td>VOTER OUTREACH SOFTWARE FOR EVANSTON VOTES TEXT CAMPAIGN</td>
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<tr>
<td>CMO/CITY CLERK OFFICE</td>
<td>CALLHUB.IO CALLHUB CRE</td>
<td>$500.00</td>
<td>02/28/2018</td>
<td>67107 OUTREACH</td>
<td>VOTER OUTREACH SOFTWARE FOR &quot;EVANSTON VOTES&quot; TEXT CAMPAIGN</td>
</tr>
</tbody>
</table>

CLERK FEBRUARY 2018 TOTAL $1,716.90
Memorandum

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

From: Kimberly Richardson, Acting Director of Administrative Services
Dave Stoneback, Director of Public Works Agency
Sean Ciolek, Division Manager of Facilities and Fleet
Edgar Cano, Bureau Chief of Public Services
Darrell King, Bureau Chief of Water Production
David Waite, Fleet Supervisor

Subject: Purchase of Three Public Works Agency Vehicles

Date: May 14, 2018

Recommended Action:
Staff recommends City Council approval for the purchase of three (3) vehicles for operations in the Public Works Agency (Water Production Bureau and Public Services Bureau). The following vehicles will be purchased: Ford F-350 XP from Currie Motors Inc. (9423 W. Lincoln Highway, Frankfort, IL 60423) in the amount of $36,995.00; a Crane Carrier Model LET2-44 from National Fleet Auto Group (490 Auto Center Drive, Watsonville, CA 95076) in the amount of $267,825.00; and a Kenworth T440 Cab/Chassis from Standard Equipment Company (2033 W. Walnut Street, Chicago, IL 60612) in the amount of $369,116.58.

Funding Source:
Funding for the vehicles will be as follows:

Water Fund (Account 510.40.4230.65550) in the amount of $36,995.00 which has a budgeted amount of $62,200.00. This expenditure represents 59% of this budgeted amount.

Sewer Fund (Account 515.40.4530.65550) in the amount of $369,116.58 which has a budgeted amount of $460,300.00. This expenditure represents 80% of this budgeted amount.

Solid Waste Fund (Account 520.40.4130.65550) in the amount of $250,000.00 representing 100% of the budgeted amount of $250,000.00, (Account 520.40.4130.64005) in the amount of $3,000.00 representing 100% of the budgeted amount of $3,000.00, (Account 520.40.4130.64015) in the amount of $3,500.00 representing 95% of the budgeted amount of $3,669.00 and (Account 520.40.65625) in the amount of $11,325.00 representing 47% of the budgeted amount of $24,316.00.
The total amount from each of these Solid Waste Fund accounts comes to a total of $267,825.00.

Livability Benefit:
Built Environment: Manage water resources responsibly.
Climate & Energy: Reduce greenhouse gas emissions.

Summary:
The recommended vehicle purchases will support daily operations of the Public Works Agency. The replacement of vehicles #917 (a 2003 with 68,075 miles) and #956 (a 2012 with 16,472 miles), two vehicles which have excessive use and engine time under harsh conditions, is crucial for safe, reliable, environmentally friendly, and cost effective operations. Vehicle #723 is being purchased to accommodate the large demand of services and to provide some relief should another collection vehicle be out for service.

Vehicle #956 which in comparison to other vehicles has a relatively low mileage is a combination Jetter/Vactor (vacuum) truck that is utilized for the operation, inspection, maintenance, and repair of the City’s sewer mains and structures (sewer manholes, catch basins, relief sewers and storm water inlets). This includes proactive programs such as sewer main and drainage structure cleaning. Much of Evanston’s sewer system was constructed in the late 1800s to early 1900s and require regular maintenance. Evanston has a total of 144.27 miles of combined sewer, 53.69 miles of relief sewer and 16.30 miles of storm sewer that is maintained using this type of equipment. In addition to the miles of sewer main, Evanston also owns 5,583 manholes, 3,024 inlets and 6,246 catch basins which total 14,853 additional sewer structures that must be managed. The availability of this type of vehicle is critical to the Public Works Agency’s daily operation and maintenance of the City’s sewer system. Regular O&M of sewer structures helps reduce street flooding and basement backups following wet weather and melting events. Our past experience with this type of vehicle has shown following five years of daily operation costly repairs occur regularly which affects department operations budget, productivity and vehicle downtime. Replacement of this vehicle within five years also improves trade-in value.

The Crane Carrier (#723) is equipped with a Cummins-359-345 engine which offers exceptional performance, fuel economy and a long engine life. The Ford (#917) is equipped with the extremely durable 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel engine which maximizes combustion for positive performance, fuel economy and emissions. The Vactor (#956) is equipped with a PACCAR engine which delivers superior performance, reduces maintenance and offers excellent fuel economy. Vehicles #723 and #956 will be fueled with Diesel fuel. #917 will be capable of operating on 85 octane fuel. Existing vehicles being replaced will be traded in, auctioned off as Sale of Surplus or re-assigned as needed.

Fleet staff carefully weighs multiple variables and replaces vehicles accordingly. In an effort to not allow the fleet’s overall age to become imbalanced we are focusing our manpower and resources on newer and less worn equipment rather than older, antiquated vehicles which will absorb more time and more funds to repair and maintain.
over time. Our current replacement strategy focuses on mileage, engine time, age, reliability, maintenance cost and the operational environment the equipment is subjected to. All of these variables are considered when determining which vehicles should be replaced and when.

The recommended replacement unit purchases are as follows:

<table>
<thead>
<tr>
<th>Dept./Division</th>
<th>Unit #</th>
<th>Replacement Description</th>
<th>Model Year</th>
<th>Purchase Price</th>
<th>Type of Bid</th>
<th>Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works Agency (Public Services Bureau)</td>
<td>723</td>
<td>Crane Carrier Model LET2-44 Standard Cab w/ New Loadmaster Excel S 20-Yard Refuse Body and 360 Camera</td>
<td>2018</td>
<td>$267,825</td>
<td>NJPA Contract 081716-NAF</td>
<td>National Auto Fleet Group</td>
</tr>
<tr>
<td>Public Works Agency (Water Production Bureau)</td>
<td>917</td>
<td>Ford F-350 XL 4x4 SD Regular Cab</td>
<td>2018</td>
<td>$36,995</td>
<td>NWMC Contract #143</td>
<td>Currie Ford Inc.</td>
</tr>
<tr>
<td>Public Works Agency (Water Production Bureau)</td>
<td>956</td>
<td>Kenworth T440 Cab/Chassis w/Vactor 2100i Combination Sewer Cleaner</td>
<td>2018</td>
<td>$369,116.58</td>
<td>NJPA Contract 122017-FSC</td>
<td>Standard Equipment Company</td>
</tr>
</tbody>
</table>

Each vendor (National Auto Fleet Group, Currie Ford and Standard Equipment Company) qualifies for joint purchasing with either the National Joint Powers Alliance Contract (NJPA) or the Northwest Municipal Conference (MWMC) for these types of vehicles and will be utilized for the purchase of these three (3) units. All have been responsive and responsible bid winners in the past and as such, have provided efficient turn-around to our ordering and timely delivery needs.

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

Attachments
Quotes and specifications for three (3) replacement vehicle purchases
Dear David,

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

<table>
<thead>
<tr>
<th>OPTIONS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Full 360° Brigade Surround Sight Camera System Option</td>
<td>$2,000</td>
</tr>
<tr>
<td>Full-time WIFI Bridgade Camera System Recording Option</td>
<td>$1,000</td>
</tr>
<tr>
<td>Prompt Pay Chassis at Time of Delivery to Body Company</td>
<td>($3,335)</td>
</tr>
</tbody>
</table>

Per the attached specifications. Pricing includes cost for the chassis, refuse body, and shipping to Loadmaster (100 W. 11th Avenue, Norway, MI 49870) once the chassis is completed.

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

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

Sincerely,

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chassis</td>
<td>1</td>
<td>2018 Crane Carrier Model LET2-44 Standard Cab Straight Frame Chassis</td>
<td>265,825.00</td>
</tr>
<tr>
<td>Tax (0%)</td>
<td>1</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>265,825.00</td>
</tr>
</tbody>
</table>
Chassis Quotation

Regional Sales Manager: Brewer
P.O. Box: 
NJPA: NO
United States: 
Date: 

For Sale To:
City of Evanston
2020 Ashbury
Evanston, IL 60201

DE#: 1
Date: 12/11/17

SN#: 
QTY: 1 (One)
Model: LET2-44
Spec#: Standard Cab

Vocation (ie. FL, RL, ASL, MSL, RD): Rear Loader
Body Make: Loadmaster

Engine/ Torque @ RPM: CUMMINS - ISL9-345 1150@ 1400 RPM

Accessories:
10 Gal. Heated DEF Tank
Standard Location RH Side
Remote Engine Oil Filter
Block Heater: Block Heater 1.000 Watt w/ Red Indicator Light 120V
Air Compressor: Cummins-Wabco, 18.7 CFM
Cooling System: Remote 1814 Sq. In. -34 F Below Zero XL

Accessories:

Exhaust:
LH Vertical Flared Elbow

Battery Box/Batteries:
Steel (3) Three GRP 31, 925 CCA Ea
Standard Location

Starters:
Heavy Duty Soft Start

Alternator:
Leece-Neville 150-AMP

Fuel Tank:
60 Gallon Steel Single Tank

Filter/ Separator:

Controls:
Dual Pushbutton

NIS/Auto Neutral:
Auto Neutral System / "AG" Function

Propshafts:
 Spicer Life Series SPL-170

Front Axle:
10000lb

Brakes:
16.5 X 7 X 6 Wide Brake Package

Slosh Adjusters:
Automatic

Wheels:
Hub - Steel Disc 22.5 X 9.00
315/80R22.5 Goodyear G287 MSA L/20
1 Hub - Steel Disc 22.5 X 9.00
315/80R22.5 Goodyear G287 MSA L/20

Front Suspension:
Parabolic Taper-Leaf 20k

Steering Position:
RH, Stand Up Dual Drive, Tilt / Telescopic Columns

Rear Axial:
DS H44-P

Brakes:
16.5 X 7 X 6 Wide Brake Package

Wheels:
Hub - Steel Disc 22.5 X 9.00
315/80R22.5 Goodyear G287 MSA L/20

Ratio/Max. Speed:
6.5 Ratio 61 MPH Limit Speed 55 MPH

Slosh Adjusters:
Automatic

Spare Wheel:
1 Hub - Steel Disc 22.5 X 9.00
1 11R22.5 Bridgestone M843 H / 16

Rear Suspension:
HN-462 46k w/ Shocks, 64k-68k Axle

Tag/ Pusher:

Wheels:
No

Tires:
No

Frame:
25' Single Rail

Bumper:
Swept Back, Painted Bumper 1 - Piece

Accessories:

ABS System:
65 / 6M

Air Tanks:

Drain Valves:

Pull Cords:

Air Dryer:
Bendix B/W AD-96P, Heated

Accessories:
Centralized Drain Valves

Requested Delivery Date:

Notes:
Customer Proposal

Prepared for:
Mr. David Waite
Fleet Service, City of Evanston

Prepared by:
Kristen DeLaRiva
Office: 815-464-9200
Email: fleetcurrie@gmail.com

Date: 03/06/2018
Vehicle: 2018 F-350 XL
4x4 SD Regular Cab 8' box 142" WB SRW
Mr. David Waite  
Fleet Service, City of Evanston  

Re: Vehicle Proposal  

Dear Mr. Waite,  

Please find the following proposal for your requested vehicle. Please examine for complete order accuracy. This proposal reflects the vehicle's final build; if changes are necessary, please contact me immediately to edit and finalize.  

Sincerely,  

Kristen DeLaRiva  
Municipal Sales  
815-464-9200  
fleetcurrie@gmail.com
## Selected Options

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
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<tbody>
<tr>
<td><strong>Base Vehicle</strong></td>
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</tr>
<tr>
<td>F3B</td>
<td>Base Vehicle Price (F3B)</td>
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</tr>
<tr>
<td><strong>Packages</strong></td>
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<td></td>
</tr>
<tr>
<td>610A</td>
<td>Order Code 610A</td>
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</tr>
<tr>
<td></td>
<td>Includes:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Flex-Fuel badge on fleet orders only.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Transmission: TorqShift 6-Speed Automatic (6R140)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 3.73 Axle Ratio</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- GVWR: 10,300 lb Payload Package</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Tires: LT245/75Rx17E BSW A/S (4)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Wheels: 17&quot; Argent Painted Steel</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Includes painted hub covers/center ornaments.</td>
<td></td>
</tr>
<tr>
<td><strong>Powertrain</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>996</td>
<td>Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>Flex-Fuel badge on fleet orders only.</td>
<td></td>
</tr>
<tr>
<td>44P</td>
<td>Transmission: TorqShift 6-Speed Automatic (6R140)</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>Includes SelectShift.</td>
<td></td>
</tr>
<tr>
<td>X37</td>
<td>3.73 Axle Ratio</td>
<td>Included</td>
</tr>
<tr>
<td>STDGV</td>
<td>GVWR: 10,300 lb Payload Package</td>
<td>Included</td>
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<tr>
<td><strong>Wheels &amp; Tires</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TD8</td>
<td>Tires: LT245/75Rx17E BSW A/S (4)</td>
<td>Included</td>
</tr>
<tr>
<td>64A</td>
<td>Wheels: 17&quot; Argent Painted Steel</td>
<td>Included</td>
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<tr>
<td></td>
<td>Includes painted hub covers/center ornaments.</td>
<td></td>
</tr>
<tr>
<td><strong>Other Options</strong></td>
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<tr>
<td>142WB</td>
<td>142&quot; Wheelbase</td>
<td>STD</td>
</tr>
<tr>
<td>PAINT</td>
<td>Monotone Paint Application</td>
<td>STD</td>
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<tr>
<td>96V</td>
<td>XL Value Package</td>
<td>$720.00</td>
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<td></td>
<td>Includes:</td>
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</tr>
<tr>
<td></td>
<td>- 4.2&quot; Center-Stack Screen</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Radio: AM/FM Stereo/Single-CD/MP3 Player</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Bright Chrome Hub Covers &amp; Center Ornaments</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Chrome Front Bumper</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Chrome Rear Step Bumper</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Steering Wheel-Mounted Cruise Control</td>
<td></td>
</tr>
<tr>
<td>90L</td>
<td>Power Equipment Group</td>
<td>$915.00</td>
</tr>
</tbody>
</table>

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

Prepared for: Mr. David Waite, Fleet Service, City of Evanston
By: Kristen DeLaRiva Date: 03/06/2018
### Selected Options (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>473</td>
<td>Snow Plow Prep Package</td>
<td>$185.00</td>
</tr>
<tr>
<td></td>
<td>Requires Extra Extra Heavy-Duty Alternator (67E) when ordered with Upfitter Switches (66S) and 110V/400W Outlet (43C).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes computer selected springs for snowplow application. Note 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. Note 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow.</td>
<td></td>
</tr>
<tr>
<td>18B</td>
<td>Platform Running Boards</td>
<td>$320.00</td>
</tr>
<tr>
<td>66S</td>
<td>Upfitter Switches (6)</td>
<td>$165.00</td>
</tr>
<tr>
<td></td>
<td>Requires Extra Extra Heavy-Duty Alternator (67E) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Located in overhead console.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes: Extra Heavy-Duty 200 Amp Alternator</td>
<td></td>
</tr>
<tr>
<td>585</td>
<td>Radio: AM/FM Stereo/Single-CD/MP3 Player</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>Includes 4-speakers.</td>
<td></td>
</tr>
<tr>
<td>91M</td>
<td>SYNC Communications &amp; Entertainment System</td>
<td>$365.00</td>
</tr>
<tr>
<td></td>
<td>Includes enhanced voice recognition, 911 Assist, 4.2&quot; LCD screen in center stack, AppLink, 1 smart-charging USB port and steering wheel audio controls.</td>
<td></td>
</tr>
</tbody>
</table>

### Emissions

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>425</td>
<td>50-State Emissions System</td>
<td>STD</td>
</tr>
</tbody>
</table>

### Interior Colors

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>4S_02</td>
<td>Medium Earth Gray</td>
<td>N/C</td>
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### Primary Colors

<table>
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<th>Code</th>
<th>Description</th>
<th>Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z1_01</td>
<td>Oxford White</td>
<td>N/C</td>
</tr>
</tbody>
</table>

### Fleet Options

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Cloth 40/Mini-Console/40 Front Seat (Fleet)</td>
<td>$515.00</td>
</tr>
<tr>
<td></td>
<td>Includes driver's side manual lumbar.</td>
<td></td>
</tr>
</tbody>
</table>
### Selected Options (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>D-01</td>
<td>Delivery</td>
<td>$185.00</td>
</tr>
<tr>
<td>EPL9000</td>
<td>SOUNDOFF EPL900 54&quot; LIGHT BAR</td>
<td>$2,715.00</td>
</tr>
<tr>
<td>WP</td>
<td>8'6&quot; WESTERN</td>
<td>$5,095.00</td>
</tr>
<tr>
<td>A-01</td>
<td>4-Corner LED Strobes</td>
<td>$795.00</td>
</tr>
<tr>
<td></td>
<td><strong>SUBTOTAL</strong></td>
<td><strong>$48,835.00</strong></td>
</tr>
<tr>
<td></td>
<td>Destination Charge</td>
<td><strong>$1,295.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>$50,130.00</strong></td>
</tr>
</tbody>
</table>
## Warranty - Selected Equipment & Specs

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

### Vehicle Pricing

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Vehicle Price</td>
<td>$36,860.00</td>
</tr>
<tr>
<td>Options &amp; Colors</td>
<td>$3,185.00</td>
</tr>
<tr>
<td>Upfitting</td>
<td>$8,790.00</td>
</tr>
<tr>
<td>Destination Charge</td>
<td>$1,295.00</td>
</tr>
</tbody>
</table>

### Discount Adjustments

- Discount: -$13,135.00

### Total

| Total                 | $36,995.00 |

---

Customer Signature

Acceptance Date
**Major Equipment**

(Based on selected options, shown at right)

6.2L V-8 SOHC w/SMPI 385hp
TorqShift 6 speed automatic w/OD

- 4-wheel ABS
- Traction control
- Battery with run down protection
- Advance Trac w/Roll Stability Control
- Tinted glass
- Bluetooth wireless streaming
- Dual power remote heated mirrors
- 17 x 7.5 steel wheels
- Driver and front passenger seat mounted side airbags
- Tachometer
- Reclining front bucket seats
- Audio control on steering wheel
- Front axle capacity: 6000 lbs.
- Front spring rating: 5600 lbs.
- Frame section modulus: 10.7 cu.in.
- Cab to axle: 56.1"

**Fuel Economy**

<table>
<thead>
<tr>
<th>City</th>
<th>Hwy</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Selected Options**

<table>
<thead>
<tr>
<th>Item</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>STANDARD VEHICLE PRICE</td>
<td>$36,860.00</td>
</tr>
<tr>
<td>Order Code 610A</td>
<td>N/C</td>
</tr>
<tr>
<td>Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Included</td>
<td></td>
</tr>
<tr>
<td>Transmission: TorqShift 6-Speed Automatic (6R140) Included</td>
<td></td>
</tr>
<tr>
<td>3.73 Axle Ratio</td>
<td>Included</td>
</tr>
<tr>
<td>GVWR: 10,300 lb Payload Package</td>
<td>Included</td>
</tr>
<tr>
<td>Tires: LT245/75Rx17E BSW A/S (4)</td>
<td>Included</td>
</tr>
<tr>
<td>Wheels: 17&quot; Argent Painted Steel</td>
<td>Included</td>
</tr>
<tr>
<td>142&quot; Wheelbase</td>
<td>STD</td>
</tr>
<tr>
<td>Monotone Paint Application</td>
<td>STD</td>
</tr>
<tr>
<td>50-State Emissions System</td>
<td>STD</td>
</tr>
<tr>
<td>Oxford White</td>
<td>N/C</td>
</tr>
<tr>
<td>Cloth 40/Mini-Console/40 Front Seat (Fleet)</td>
<td>$515.00</td>
</tr>
<tr>
<td>Platform Running Boards</td>
<td>$320.00</td>
</tr>
<tr>
<td>Uplifter Switches (6)</td>
<td>$165.00</td>
</tr>
<tr>
<td>Extra Heavy-Duty 200 Amp Alternator</td>
<td>Included</td>
</tr>
<tr>
<td>Power Equipment Group</td>
<td>$915.00</td>
</tr>
<tr>
<td>Accessory Delay</td>
<td>Included</td>
</tr>
<tr>
<td>Trailer Tow Mirrors w/Power Heated Glass</td>
<td>Included</td>
</tr>
<tr>
<td>Perimeter Alarm</td>
<td>Included</td>
</tr>
<tr>
<td>Power Locks</td>
<td>Included</td>
</tr>
</tbody>
</table>

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

Prepared for: Mr. David Waite, Fleet Service, City of Evanston
By: Kristen DeLaRiva    Date: 03/06/2018
<table>
<thead>
<tr>
<th>Feature</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Tailgate Lock</td>
<td>Included</td>
</tr>
<tr>
<td>Power Front Seat Windows</td>
<td>Included</td>
</tr>
<tr>
<td>Remote Keyless Entry</td>
<td>Included</td>
</tr>
<tr>
<td>SYNC Communications &amp; Entertainment System</td>
<td>$365.00</td>
</tr>
<tr>
<td>XL Value Package</td>
<td>$720.00</td>
</tr>
<tr>
<td>4.2” Center-Stack Screen</td>
<td>Included</td>
</tr>
<tr>
<td>Radio: AM/FM Stereo/Single-CD/MP3 Player</td>
<td>Included</td>
</tr>
<tr>
<td>Bright Chrome Hub Covers &amp; Center Ornaments</td>
<td>Included</td>
</tr>
<tr>
<td>Chrome Front Bumper</td>
<td>Included</td>
</tr>
<tr>
<td>Chrome Rear Step Bumper</td>
<td>Included</td>
</tr>
<tr>
<td>Steering Wheel-Mounted Cruise Control</td>
<td>Included</td>
</tr>
<tr>
<td>Medium Earth Gray</td>
<td>N/C</td>
</tr>
<tr>
<td>Snow Plow Prep Package</td>
<td>$185.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL** $40,045.00

**Destination Charge** $1,295.00

**TOTAL** $41,340.00

---

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

**Prepared for:** Mr. David Waite, Fleet Service, City of Evanston  
**By:** Kristen DeLaRiva  
**Date:** 03/06/2018
March 5, 2018

Currie Motors
Mr. Tom Sullivan
9423 West Lincoln Highway
Frankfort, IL 60423

Dear Mr. Sullivan:

The following contracts are set to expire on March 17, 2018 and the SPC Governing Board has approved short term contract extensions from March 18 through June 1, 2018:

Ford F-250 Super Duty Pick Up Contract #142
Ford F-350 Super Duty Pick Up Contract #143
Ford F-450XL Chassis Cab Contract #145
Ford F550XL Chassis Cab Contact #146

With acceptance of these short term extensions, Currie Motors, Frankfort, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded.

Currie Motors, Frankfort, IL will handle all billing. Each vehicle purchased will be assessed a $120.00 administrative fee per vehicle which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to a productive year working with Currie Motors, Frankfort, IL. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan, CPPB
NWMC Purchasing Director

Name: Ellen Dayan
Date: 03.05.18
Northwest Municipal Conference

Name: Tom Sullivan
Date: 3-16-18
Currie Motors

---

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

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

South Suburban Mayors
And Managers Association
1994 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

Will County
Governmental League
3180 Theodore Street, Suite 101
Joliet, IL 60435
Anna Bunger
Phone: (815) 722-7280
Fax: (815) 722-0528
May 3, 2018

Mr. David Waite  
City of Evanston  
2020 Asbury Ave  
Evanston, IL  60201

Sent Via E-Mail: dwaite@cityofevanston.org

Subject:  Quote # 2018-25250 (Rev. 2) Vactor 2100i Combination Sewer Cleaner

Mr. Waite,

Standard Equipment Company is pleased to present the City of Evanston with the following quotation for one (1) new current model year Vactor 2100i Combination Sewer Cleaner mounted on a Kenworth T440 Cab/Chassis.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price per Attached Specifications</td>
<td>$441,616.58</td>
</tr>
<tr>
<td>Less Trade-In</td>
<td>($72,500.00)</td>
</tr>
<tr>
<td><strong>Total Amount</strong></td>
<td><strong>$369,116.58</strong></td>
</tr>
</tbody>
</table>

Notes:
- Pricing Per NJPA Contract # 122017-FSC
- FOB: Evanston, IL
- Terms: Payment Due Upon Delivery
- Training Included

Respectfully,

Richard Bakken  
rbakken@standardequipment.com  
Direct (312) 706-9682  
Cell (312) 282-1334
PRODUCT DESCRIPTION

- Vactor 2100i with Single Engine Dual Stage Fan, 12 Yard Debris Body, 1000 Gallons of Fresh Water
- 11'6” Max Overall Height

STANDARD FEATURES

- 24" x 26" x 69" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assy. w/1/2" x 35' Hose w/Quick Disconnects
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Standard Vacuum Tube Storage: Curbside (2) Pipe
- 1” Nozzle
- 10’ Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10” Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 48" Dump Height
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3” Y-Strainer @ Water Pump w/3” Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO’s. Dual Hyd. Pumps)
- 1” Water Relief Valve for Vactor Water Pump
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter - Mechanical
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hourmeter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Low Water Indicator on Screen w/ Alarm and Water Pump Flow Indicator
- Front Joystick Boom Control
- Digital Hose Footage Counter
- Water Pump Hour Meter
- PTO Hour Meter
- Digital Water Pressure Gauge
- Chassis Modifications
- Vactor Manual, Partial Manual and USB Version - 1 + Dealer

ADDITIONAL FEATURES

- 3" Y-Strainer w/25' Fill Hose
- 180 Degree Rotation, 10 Ft. Hydraulic Telescoping Boom, Front Loading 8" Suction Hose
- Telescopic Boom Elbow, Hard Hat Style
- Boom out of Position Light/Alarm
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 600' Piranha Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Module Paint, Dupont Imron Elite - Sanded Primer Base – Grey N2120
- Debris Body Flush Out System
- Debris Body Load Limit Alarm functionally tied to Vacuum Relief
- 6" Knife Valve w/Cam-Loc, Rear Door, 3:00 Position
- Externally Mounted Trash Pump w/Screen
- Full Rear Door Swinging Screen
- Centrifugal Separators
- Folding Pipe Rack, Curbside
- Folding Pipe Rack, Streetside
- Lube Manifold
- Plastic Lube Chart
- Air Purge
- Wireless Belly Pack
- Rotatable Boom Inlet Hose, Telescoping Boom
- Cold Weather Recirculator, PTO Driven, 25 GPM
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Hydro Excavation Kit, Hannay Brand Retract Reel, 1/2"x50' Hose and Nozzle, Standard Location
- Handgun Couplers, Front and Rear
- Automatic Hose Level Wind Guide, Non-Indexing
- Fan Flushout System
- Cyclone Washout System
- Handgun Hose Reel w/ Spring Retract, Hannay Brand, Standard Location
- Rodder Pump Drain Valves
- Hydraulic Oil Temp Alarm
- Rear Directional Control, Signal Master Arrow Board, 10 Lights
- Front Directional Control, Signal Master LED Arrow Stick, 8 Lights
- 6 Lighting Package, 6 Federal Signal Strobe Lights, LED
- LED Mid-Ship Turn Signals
- Debris Body-Up Alarm
- Worklights (2), LED, Telescoping Boom
- Worklights (2), LED, Rear Door
- Worklight, LED, Operators Station
- Worklight, LED, Curb Side
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
- Toolbox, Behind Cab
- Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d
- Toolbox, Driver Side Subframe, 60w x 20h x 12d
- (4) Long Handle Tool Storage Locations Behind Cab
- Camera System, Front, Rear and Both Sides
- Safety Cone Storage Rack - Post Style
- Electronic Debris Body Vibrator
- Guzzler Style Tubes in lieu of Standard Style
- (2) Complete Printed Hard Copy Vactor Manuals

SPARE WHEELS AND TIRES

- Spare Steer Wheel and Tire
- Spare Drive Wheel and Tire

ELECTRONIC TROUBLESHOOTING AND DIAGNOSTIC EQUIPMENT

- MIL Spec Ruggedized Diagnostic Laptop
- Cummins Insite Software
- First Year Insite User License
- Kenworth Onboard Diagnostics
- Communication Adapter and Cables
### Vehicle Summary

<table>
<thead>
<tr>
<th>Unit</th>
<th>Chassis</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Model:</strong> T400 Series Conventional.</td>
<td><strong>Fr Axle Load (lbs):</strong> 20000</td>
</tr>
<tr>
<td><strong>Type:</strong> FULL TRUCK</td>
<td><strong>Rr Axle Load (lbs):</strong> 46000</td>
</tr>
<tr>
<td><strong>Description:</strong> Standard Equipment Low Height POKT370A-2019.0</td>
<td><strong>G.C.W. (lbs):</strong> 66000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application</th>
<th><strong>Road Conditions:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Intended Serv.: Construction. Vehicles used in the construction</td>
<td><strong>Class A (Highway):</strong> 85</td>
</tr>
<tr>
<td>Commodity: Excavated earth</td>
<td><strong>Class B (Hwy/Mtn):</strong> 10</td>
</tr>
<tr>
<td><strong>Type:</strong> Vacuum tank</td>
<td><strong>Class C (Off-Hwy):</strong> 05</td>
</tr>
<tr>
<td><strong>Length (ft):</strong> 23.0</td>
<td><strong>Class D (Off-Road):</strong> 00</td>
</tr>
<tr>
<td><strong>Height (ft):</strong> 12.0</td>
<td><strong>Maximum Grade:</strong> 6</td>
</tr>
<tr>
<td><strong>Max Laden Weight (lbs):</strong> 22000</td>
<td><strong>Wheelbase (in):</strong> 260</td>
</tr>
<tr>
<td><strong>Fr Axle to BOC (in):</strong> 67</td>
<td><strong>Overhang (in):</strong> 71</td>
</tr>
<tr>
<td><strong>Cab to Axle (in):</strong> 193</td>
<td><strong>Cab to EOF (in):</strong> 264</td>
</tr>
<tr>
<td><strong>Overall Comb. Length (in):</strong> 381</td>
<td><strong>Special Req.:</strong> U.S. Domestic Registry, 50-State</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Trailer</strong></th>
<th><strong>Restrictions</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>No. of Trailer Axles:</strong> 0</td>
<td><strong>Length (ft):</strong> 120</td>
</tr>
<tr>
<td><strong>Type:</strong></td>
<td><strong>Width (in):</strong> 102</td>
</tr>
<tr>
<td><strong>Length (ft):</strong> 0.0</td>
<td><strong>Height (ft):</strong> 15.0</td>
</tr>
<tr>
<td><strong>Height (ft):</strong> 0.0</td>
<td><strong>Kingpin Inset (in):</strong> 0</td>
</tr>
<tr>
<td><strong>Corner Radius (in):</strong> 0</td>
<td><strong>Corner Radius (in):</strong> 0</td>
</tr>
</tbody>
</table>

**Approved by:** _________________  **Date:** _________________

**Note:** All sales are F.O.B. designated plant of manufacture.

---

Ask your dealer for a quote today, or visit our website @ [www.paccarfinancial.com](http://www.paccarfinancial.com).

PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.
Central Illinois Trucks, Inc. C251

Peru, Illinois United States 61354
Phone: Contact Email: Prepared for:
Fax: Email: Phone:

Contact Email: Default  Contact

---

**Data** | **Code** | **Description** | **$ List** | **Weight**
---|---|---|---|---
Model | 0000410 O | T400 Series Conventional. | 117,203 | 11,511
0070070 O | T440 6x4 Class 8 | 0 | 0
0072001 O | Chassis operation will include stationary application used in lower 48 states [US only]. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes). | 0 | 0
0080050 O | CARB Idle Emissions Reduction Feature for PX-7 and PX-9 | 100 | 0
0090062 O | T440 6x4 Class 8 | 0 | 0
0091220 O | Excavated earth | 0 | 0
0093130 O | Construction. Vehicles used in the construction industry, other than those listed above. Use typically involves operating on the jobsite, to pick up or deliver construction materials, or to position the vehicle for its intended use at the construction site. Includes such activities as delivery of precast concrete, concrete pumpers, flatbeds or roll-offs for delivery of construction materials or equipment, etc. Typically includes some operation off of paved roads. Road usage: any combination, which includes some Class C. | 0 | 0
0095165 O | Vacuum tank | 0 | 0
0098025 O | U.S. Domestic Registry, 50-State | 0 | 0

**Engine & Equipment**

0129569 O | PACCAR PX-9 370 2017 370@2000 365@2100 1250@1400 Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09200 N205 120..Standard Maximum Speed Limit [LSL] N09220 N207 0...Expiration Distance N09240 P09 120..Hard Maximum Speed Limit N09260 P14 64..Maximum Accelerator Pedal Vehicle Speed N09280 P16 0...Accelerator Lower Droop N09300 P19 64..Maximum Cruise Speed N09320 C143 0...Cruise Control Lower Droop N09360 N203 252..Reserve Speed Function Reset Distance N09380 N202 0...Maximum Cycle Distance N09400 N206 10..Maximum Active Distance N09420 N201 0...Reserve Speed Limit Offset N09440 P11 NO...Engine Protection Shutdown | 8,369 | 0

---

Unpublished options may require review/approval. Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.


Prepared by: ID: GRANT MAGERKURTH

---

25467-637B-0176
<table>
<thead>
<tr>
<th>Data</th>
<th>Code</th>
<th>Description</th>
<th>$ List</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>N09460</td>
<td>P06</td>
<td>NO...Gear Down Protection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N09480</td>
<td>P26</td>
<td>1400.Max PTO Speed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N09500</td>
<td>P02</td>
<td>NO...Cruise Control Auto Resume</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N09520</td>
<td>P04</td>
<td>NO...Auto Engine Brake in Cruise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N09540</td>
<td>N209</td>
<td>0....Expiration Distance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N09560</td>
<td>P520</td>
<td>YES...Enable Idle Shutdown Park Brake Set</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N09580</td>
<td>P32</td>
<td>5....Timer Setting</td>
<td></td>
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</tr>
<tr>
<td>N09600</td>
<td>P233</td>
<td>YES...Enable Impending Shutdown Warning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N09620</td>
<td>P234</td>
<td>60...Timer For Impending Shutdown Warning</td>
<td></td>
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</tr>
<tr>
<td>N09640</td>
<td>P16</td>
<td>35...Engine Load Threshold</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N09680</td>
<td>P33</td>
<td>NO...Idle Shutdown Manual Overrule</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N09720</td>
<td>P230</td>
<td>YES...Enable Hot Ambient Automatic Overrule</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N09740</td>
<td>P46</td>
<td>40...Low Ambient Temperature Threshold</td>
<td></td>
<td></td>
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<tr>
<td>N09760</td>
<td>P56</td>
<td>60...Intermediate Ambient Temperature Threshold</td>
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<td>N09780</td>
<td>P47</td>
<td>80...High Ambient Temperature Threshold</td>
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<tr>
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<td>O</td>
<td>Prospector version 41.2</td>
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<td>Replaces Prospector version 41.1</td>
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<tr>
<td></td>
<td>O</td>
<td>Effective VSL Setting NA</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>O</td>
<td>Engine Idle Shutdown Timer Disabled</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>O</td>
<td>Enable EIST Ambient Temp Overrule</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>O</td>
<td>Enable EIST in PTO Mode</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>O</td>
<td>Eff EIST NA Expiration Miles</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>O</td>
<td>Use only with MX and Cummins engines</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>S</td>
<td>Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>S</td>
<td>Engine mount Powercore air cleaner. w/constant torque SS clamps, pop-up air</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>restriction indicator. Pop-up indicator is standard.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>O</td>
<td>Fan Hub: Horton 2-Speed for ISL9, ISL-G, PX-8 or PX-9</td>
<td>385</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>S</td>
<td>Cooling module: 1300 square inches.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>S</td>
<td>Includes aluminum radiator core, aluminum charge air cooler, translucent</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>surge tank and washer bottle, silicone hoses, and extended life coolant.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Drain valve is not available w/Allison transmissions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>O</td>
<td>Bug screen: Front of grille on C500 , T800, T880, and W900. Behind grille</td>
<td>219</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>on T660, T680, and T300 (Medium Duty).</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>S</td>
<td>Exhaust: 2017 EPA RH Under DPF/SCR w/ RH side of cab vertical tailpipe w/</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>daycabs, extended daycabs, or modular sleepers.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>U</td>
<td>Tailpipe: 5 in. Single 18 in. 45 degree curved.</td>
<td>-18</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>O</td>
<td>Fuel Filter:Fleetguard FS1003 Fuel/Water Separator for PX-9</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>O</td>
<td>Run Aid:None</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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Effective Date: Jul 1, 2017  Quote/DTPC/O: Q33625400
Prepared by: ID: GRANT MAGERKURTH  Version Number: 40.30
<table>
<thead>
<tr>
<th>Data</th>
<th>Code</th>
<th>Description</th>
<th>$ List</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1321305</td>
<td>O</td>
<td><strong>Start Aid:12V Heat</strong> <em>For Fuel Filter</em></td>
<td>64</td>
<td>1</td>
</tr>
<tr>
<td>1500029</td>
<td>O</td>
<td><strong>Kenworth Fuel Cooler</strong> Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.</td>
<td>195</td>
<td>6</td>
</tr>
<tr>
<td>1504002</td>
<td>O</td>
<td><strong>Immersion block heater 120V 1000W w/plug under door on C500, T660, T800 &amp; W900.</strong></td>
<td>115</td>
<td>0</td>
</tr>
<tr>
<td>1509029</td>
<td>U</td>
<td><strong>Shutoff valves for trailer heat with hoses routed</strong></td>
<td>211</td>
<td>0</td>
</tr>
<tr>
<td>1816260</td>
<td>O</td>
<td><strong>Alternator: PACCAR 160 amp, brush type</strong></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1821225</td>
<td>O</td>
<td><strong>Batteries: 2 PACCAR GP31 threaded post (1000) 2000 CCA starting.</strong></td>
<td>-26</td>
<td>4</td>
</tr>
<tr>
<td>1836100</td>
<td>S</td>
<td><strong>Starter: PACCAR 12 volt electrical system. W/centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number &amp; color coded.</strong></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1900082</td>
<td>O</td>
<td><strong>Multi-function engine connector for body builder interface for Cummins.</strong></td>
<td>54</td>
<td>0</td>
</tr>
<tr>
<td>1900996</td>
<td>O</td>
<td><strong>Jump start terminals under hood.</strong></td>
<td>208</td>
<td>12</td>
</tr>
<tr>
<td>1901078</td>
<td>O</td>
<td><strong>J1939 HARNESS EXTENSION UNDER HOOD AT FIREWALL, DRIVER SIDE</strong></td>
<td>135</td>
<td>0</td>
</tr>
</tbody>
</table>

**Transmission & Clutch**

<table>
<thead>
<tr>
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<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011003</td>
<td>U</td>
<td><strong>Allison 3000RDS Cooler Lines Run to Ports</strong></td>
<td>16</td>
<td>0</td>
</tr>
<tr>
<td>2011205</td>
<td>O</td>
<td><strong>Transmission: Allison 3000RDS 6-speed w/PTO drive gear. 5th Gen controls. Includes heat exchanger &amp; oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 &amp; 4000 series transmissions. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models.</strong></td>
<td>14,526</td>
<td>291</td>
</tr>
<tr>
<td>2406802</td>
<td>O</td>
<td><strong>Driveline: 3 SPL170XL 2 centerbearing requires 3500057 interaxle driveline.</strong></td>
<td>1,867</td>
<td>152</td>
</tr>
<tr>
<td>2410018</td>
<td>O</td>
<td><strong>Torque converter included w/Allison Transmission.</strong></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2410072</td>
<td>U</td>
<td><strong>Auto neutral not required this application.</strong></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2410151</td>
<td>O</td>
<td><strong>Pushbutton control center console mounted. Class 8 with Allison Transmission.</strong></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2410204</td>
<td>O</td>
<td><strong>Delete Allison FuelSense</strong></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2410433</td>
<td>U</td>
<td><strong>Allison 5th Gen RDS PKG 172 for 3000,</strong></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2429100</td>
<td>O</td>
<td><strong>Chassis will be fitted w/ LH transmission PTO. (Prevents ECU F/Interfering w/ PTO Only).</strong></td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
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<tr>
<td>2429101</td>
<td>O</td>
<td>Chassis will be fitted w/RH transmission PTO. <em>(Prevents ECU F/Interfering W/PTO Only)</em></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2460068</td>
<td>U</td>
<td>OPT LOC TRANS OIL COOLER FOR BODY CLR. Allison Only.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2480315</td>
<td>O</td>
<td>Severe Service rear transmission support spring(s).</td>
<td>76</td>
<td>15</td>
</tr>
</tbody>
</table>

**Front Axle & Equipment**

<table>
<thead>
<tr>
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<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>2517020</td>
<td>O</td>
<td>Meritor MFS20 Front Axle rated 20K</td>
<td>1,822</td>
<td>150</td>
</tr>
<tr>
<td>2621078</td>
<td>O</td>
<td>Front Brakes: 22K Bendix ES S-cam 16.5x6 in.</td>
<td>-110</td>
<td>-46</td>
</tr>
<tr>
<td>2659047</td>
<td>O</td>
<td>Front dustshield: for drum brakes:</td>
<td>72</td>
<td>6</td>
</tr>
<tr>
<td>2690035</td>
<td>O</td>
<td>Front Brake Drum: 22,000 lbs. 16-1/2x6 in. Cast.</td>
<td>-47</td>
<td>104</td>
</tr>
<tr>
<td>2702022</td>
<td>O</td>
<td>Front Hubs Iron hub pilot 22,000 lbs. 10 Bolt</td>
<td>267</td>
<td>80</td>
</tr>
<tr>
<td>2741970</td>
<td>S</td>
<td>ConMet PreSet Plus Hub package; front axle.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2750001</td>
<td>S</td>
<td>Hubcap: front vented.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2765001</td>
<td>O</td>
<td>Front Auto Slack Adjuster.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2866020</td>
<td>O</td>
<td>Front Springs: Taperleaf 20K w/ shock absorbers</td>
<td>1,107</td>
<td>241</td>
</tr>
<tr>
<td>3142171</td>
<td>O</td>
<td>Dual Meritor RT46-164PEH rear axle rated at 46K w/ heavy wall housing.</td>
<td>12,797</td>
<td>2,507</td>
</tr>
<tr>
<td>3200538</td>
<td>O</td>
<td>Rear Axle Ratio - 5.38.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3334004</td>
<td>O</td>
<td>Dual Rear Brakes 16-1/2x7 in. to 46K; Bendix ES-extended service S-cam.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3392005</td>
<td>O</td>
<td>Dual Rear Brake Drums: cast.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3403460</td>
<td>O</td>
<td>Dual Rear Hubs: Iron hub pilot 11-1/4 in. BC.</td>
<td>49</td>
<td>104</td>
</tr>
<tr>
<td>3441972</td>
<td>O</td>
<td>ConMet PreSet Plus Hub package; dual rear axle.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3465002</td>
<td>O</td>
<td>Dual Rear axle automatic slack adjusters.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3485209</td>
<td>O</td>
<td>Spring Brake: 3030 high output dual.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3490047</td>
<td>O</td>
<td>Dustshields for drum brakes: all rear axles.</td>
<td>101</td>
<td>11</td>
</tr>
<tr>
<td>3495226</td>
<td>S</td>
<td>Bendix 4S/4M anti-lock brake system.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3500057</td>
<td>O</td>
<td>Interaxle driveline 1 Dana SPL170XL</td>
<td>432</td>
<td>-4</td>
</tr>
</tbody>
</table>

**Rear Axle & Equipment**

<table>
<thead>
<tr>
<th>Data</th>
<th>Code</th>
<th>Description</th>
<th>$ List</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>3142171</td>
<td>O</td>
<td>Dual Meritor RT46-164PEH rear axle rated at 46K w/ heavy wall housing.</td>
<td>12,797</td>
<td>2,507</td>
</tr>
<tr>
<td>3500057</td>
<td>O</td>
<td>Interaxle driveline 1 Dana SPL170XL</td>
<td>432</td>
<td>-4</td>
</tr>
</tbody>
</table>

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Printed: 4/23/2018 3:37:08 PM
Effective Date: Jul 1, 2017
Prepared by: ID: GRANT MAGERKURTH
Model Number: T400 Series Conventional.
Quote/DTPO/CO: Q33625400
Version Number: 40.30
<table>
<thead>
<tr>
<th>Data</th>
<th>Code</th>
<th>Description</th>
<th>$ List</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>3511420</td>
<td>O</td>
<td>Driver Controlled Differential Lock (Crosslock) for Meritor Axles 40K to 52K forward rear &amp; rear rear axle. Under Speed Interlock is standard on T680.</td>
<td>2,168</td>
<td>39</td>
</tr>
<tr>
<td>3573110</td>
<td>O</td>
<td>Separate flip valve for dual axles: differential lock or crosslock.</td>
<td>52</td>
<td>0</td>
</tr>
<tr>
<td>3742020</td>
<td>O</td>
<td>Rear suspension: Tandem Hendrickson Primaax EX462 46K. Steel crossmember &amp; gussets. 54 in. axle spacing. 10 in. ride height.</td>
<td>6,596</td>
<td>569</td>
</tr>
</tbody>
</table>

### Tires & Wheels

<table>
<thead>
<tr>
<th>Data</th>
<th>Code</th>
<th>Description</th>
<th>$ List</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>4077535</td>
<td>O</td>
<td>Front tires: Bridgestone M860A 315/80R22.5 20PR. 42.8 in. diameter, all position. 19.9 in. SLR.</td>
<td>619</td>
<td>94</td>
</tr>
<tr>
<td>4217415</td>
<td>U</td>
<td>Rear Tires: Michelin X Multi D 295/60R2 2.5 18PR</td>
<td>1,692</td>
<td>0</td>
</tr>
<tr>
<td>4880000</td>
<td>O</td>
<td>Tires selected limit top vehicle speed delivery requirements may apply see TE-1127/1045. Speed restricted tires.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4900008</td>
<td>O</td>
<td>Rear Tire Quantity: 8</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5045268</td>
<td>O</td>
<td>Front Wheel: Alcoa 89U63 22.5X9 AL Ultra ONE Wheel.</td>
<td>480</td>
<td>-39</td>
</tr>
<tr>
<td>5245280</td>
<td>O</td>
<td>Rear Wheel: Alcoa 89U64 22.5X9 AL Ultra ONE Wheel.</td>
<td>1,976</td>
<td>-96</td>
</tr>
<tr>
<td>5859010</td>
<td>O</td>
<td>Single Front Axle: 2 wheels Dura-Bright Buffed.</td>
<td>252</td>
<td>0</td>
</tr>
<tr>
<td>5859012</td>
<td>O</td>
<td>Dual Rear Axle Wheels: 4 wheels Dura-Bright</td>
<td>763</td>
<td>0</td>
</tr>
<tr>
<td>5900008</td>
<td>O</td>
<td>Rear Wheel/Rim Quantity: 8</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Frame & Equipment

<table>
<thead>
<tr>
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<th>$ List</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>6054600</td>
<td>O</td>
<td>Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 337 in. to 416 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80, RBM is 1,776,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.</td>
<td>447</td>
<td>329</td>
</tr>
<tr>
<td>6141600</td>
<td>O</td>
<td>Full Steel Insert: for 10-5/8 in. or 10-3/4 in. Steel 337 in. to 416 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model: T660, T680, T800, T880 = 21.26 in.; C500B = bumper setting minus 0.79 in.; W900B = 5.27 in., W900L = 1.50 in., W900S = 3.27 in.; T440/T470 50 in. bumper setting = 21.26 in.; T470 73 in. bumper setting = 72.3 in.</td>
<td>1,700</td>
<td>722</td>
</tr>
<tr>
<td>6309910</td>
<td>O</td>
<td>Delete bumper: Requires a bumper setting code.</td>
<td>-315</td>
<td>-94</td>
</tr>
<tr>
<td>6319050</td>
<td>S</td>
<td>50 in. Bumper setting. Requires a bumper code.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>6390103</td>
<td>S</td>
<td>Front mudflaps.</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
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</table>
| 6391201  | O    | **Custom Frame Layout: one chassis**  
CFL C/M:DELETE REAR SUSPENSION  
CFL C/M:CROSSMEMBER FOR AFTERFRAME AIR  
CFL C/M:TANKS  
CFL A/D:USE DRYER BRKT G11-1740R, DRYER  
CFL A/D:CLOSE AS POSS TO C/M FWD FWRD  
CFL A/D:DRIVE AXLE/DRYER FWRD  
CFL A/T:1 TANK UNDER BBOX, 1 TANK UNDER  
CFL A/T:RH RAIL FAR BACK AS POSSIBLE, 2  
CFL A/T:TANKS IN OVERHANG  
CFL BBX:LOCATE AS CLOSE TO DPF/SCR AS  
CFL BBX:POSSIBLE  
CFL DEF:LOCATE AS CLOSE TO FUEL TANK AS  
CFL DEF:POSSIBLE                                                                 | 1,380  | 0      |
| 6400636  | O    | **Battery box cantilever aluminum BOC w/ fiberglass cover.**                                                                               | 80     | 8      |
| 6409902  | O    | **Battery box location: RH Side.**                                                                                                           | 93     | 15     |
| 6451094  | O    | **T470, C5, T6, T8 polished DPF/SCR or CNG cover**  
with step. For use w/ 2010 or later exhaust systems. For T8, use extended length polished battery box on opposite rail to match the length of under cab components. | 392    | 0      |
| 6679995  | O    | **Customer will install structural end-of-frame crossmember before vehicle is placed in service.**                                       | 0      | 0      |
| 6721102  | S    | **Rear mudflap arms: Betts B-25 standard-duty,**  
straight. Includes B1732 mounting brackets as standard.                                               | 0      | 0      |
| 6722094  | O    | **Rear mudflap shields: Black rubber anti-sail w/o logo.**  
28 in. x 30 in., 25 in. thickness.                                                                                           | 56     | 9      |
| 6742009  | S    | **Square end-of-frame w/o crossmember; non-towing.**                                                                                       | 0      | 0      |
| 6790003  | O    | **Special frame drill: dealer to provide drawing**  
with dimensions and revision level. Acceptable hole diameters range from 10.2 mm to 40.4 mm. Preferred file format is .pdf. Not for use for rear suspension, fifth wheel or other published frame drilling code. Does not replace clear frame space requests or custom frame layout.  
N67980 Drwg#504400C REVC  
N67910 LAYOUT SAME AS 218723                                                                 | 1,238  | 0      |
| 7210090  | O    | **Fuel Tank: 90 US gallon 24.5 in. aluminum under replace.**  
Class 8 fuel tanks w/o locking caps include an anti-siphon device on the filler neck.                                         | 233    | -28    |
| 7722011  | O    | **Small round DEF tank. 11 gallons of useable volume.**  
The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204. | 0      | 0      |
| 7831008  | O    | **6 in. wide lower fuel tank step, for one 22 in. or 24.5 in. tank LH.**                                                                          | 33     | 2      |

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<tr>
<td>7881300</td>
<td>O</td>
<td>Welded-in fitting w/ gasket &amp; cover plate for mounting customer-installed fuel tank heater.</td>
<td>28</td>
<td>0</td>
</tr>
<tr>
<td>7881310</td>
<td>U</td>
<td>Plate and gasket moved to rear of fuel tank.</td>
<td>50</td>
<td>0</td>
</tr>
<tr>
<td>7889203</td>
<td>O</td>
<td>Standard DEF to fuel fill ratio: 2:1 or greater.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>7889245</td>
<td>O</td>
<td>Anti-siphon device swaged in place. For any number of fuel tanks.</td>
<td>58</td>
<td>1</td>
</tr>
<tr>
<td>7889604</td>
<td>O</td>
<td>DEF tank location is on the LH.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>7920090</td>
<td>O</td>
<td>Location: 90 gal fuel tank LH under cab.</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Cab & Equipment

- **8024310 S** Cab: Curved Glass Conventional. Cab includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics. Warning alarm will sound when lights are left on.

- **8080137 O** Cab door bearing blocks, top & bottom. 29 0

- **8090450 S** Hood: Sloped Aerodynamic T440 Hood. Includes hood and mounted grille, split fenders w/ mudflaps, & separate bumper.

- **8108010 S** Cab heater: W/Integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.

- **8201013 S** Steering wheel: 18 in. 4-spoke.

- **8201200 O** Adjustable telescoping tilt steering column. 357 10

- **8203060 O** 5 sets of keys. Replaces standard 2 sets of keys. 28 0

- **8208580 O** 30 Amp Power Lead With Ground. Wired Through Accessory To Behind Rider Seat. 80 0

- **8221144 O** Gauge: Air suspension pressure gauge. 89 0

- **8282004 S** KW Driver Information Center: Includes fuel economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.

- **8282009 S** Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.

- **8282107 S** Large flat panel on dash For customer-installed controls. Reduces gauge count by 6. 0 0

---

Unpublished options may require review/approval. Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Complete: T400 Series Conventional.
Model Number: Q33625400
Quote/DTPO/CO: 40.30

Printed: 4/23/2018 3:37:08 PM
Effective Date: Jul 1, 2017
Prepared by: ID: GRANT MAGERKURTH

Page 8 of 112546-637B-0176
<table>
<thead>
<tr>
<th>Data</th>
<th>Code</th>
<th>Description</th>
<th>$ List</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>8331140</td>
<td>S</td>
<td>Cab Interior: Summit. T440/T470 Only. Includes smooth upholstered side &amp; back panels w/stitched accent lines, upholstered door pads, full vinyl headliner, black dash panels &amp; black rubber floor mats.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8343304</td>
<td>S</td>
<td>Interior color: Slate Gray w/trim Dark Slate Gray</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8410491</td>
<td>O</td>
<td>Driver seat: Kenworth Air cushion Plus HB Mordura. Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.</td>
<td>150</td>
<td>0</td>
</tr>
<tr>
<td>8480491</td>
<td>O</td>
<td>Rider seat: Kenworth Air cushion Plus HB Mordura. Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.</td>
<td>468</td>
<td>17</td>
</tr>
<tr>
<td>8490170</td>
<td>O</td>
<td>Seat color: All Jet Black.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8601422</td>
<td>O</td>
<td>Kenworth Radio with AM/FM/WB/CD/USB and Bluetooth</td>
<td>499</td>
<td>4</td>
</tr>
<tr>
<td>8700108</td>
<td>O</td>
<td>Under dash center console: Includes one cupholder &amp; two 12V outlets. For use w/Autoshift, Ultrashift, &amp; Allison Gen IV only.</td>
<td>26</td>
<td>0</td>
</tr>
<tr>
<td>8700168</td>
<td>S</td>
<td>Non-self cancelling turn signal: W/column-mounted</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8700186</td>
<td>S</td>
<td>Electric LH &amp; RH door locks.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8700405</td>
<td>O</td>
<td>Stainless steel permit panels on cab.</td>
<td>118</td>
<td>13</td>
</tr>
<tr>
<td>8800200</td>
<td>S</td>
<td>Cab access contoured grabhandles, LH/RH.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8800400</td>
<td>S</td>
<td>Grabhandle: LH inside door frame above dash.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8800401</td>
<td>S</td>
<td>Grabhandle: RH inside door frame above dash.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8832115</td>
<td>O</td>
<td>Daylite Door: LH/RH includes RH peeper window</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8841411</td>
<td>S</td>
<td>Single air horn under cab.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8850300</td>
<td>S</td>
<td>Look-Down, Pass. Door, Stainless 8.5x4.4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8865001</td>
<td>O</td>
<td>Mirror: Dual Kenworth aerodynamic heated motorized 7 in. x 13 in. mirror w/ chrome shell. LH/RH convex mirrors 5 in. x 7 in. heated. Mirror brackets set for 8 1/2 ft load width. Switch located on door pad.</td>
<td>793</td>
<td>26</td>
</tr>
<tr>
<td>8871438</td>
<td>S</td>
<td>Rear Cab Stationary Window 17 in. x 36 in.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8879213</td>
<td>O</td>
<td>Electric-powered LH &amp; RH door window lifts.</td>
<td>309</td>
<td>0</td>
</tr>
<tr>
<td>8890100</td>
<td>S</td>
<td>One-piece windshield, w/ curved glass.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Data</td>
<td>Code</td>
<td>Description</td>
<td>$ List</td>
<td>Weight</td>
</tr>
<tr>
<td>----------</td>
<td>------</td>
<td>-----------------------------------------------------------------------------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>8890134</td>
<td>O</td>
<td>Exterior aerodynamic sunvisor w/ integral marker lights.</td>
<td>271</td>
<td>0</td>
</tr>
<tr>
<td>8890351</td>
<td>O</td>
<td>2 in. rubber wheelwell fender extension.</td>
<td>164</td>
<td>8</td>
</tr>
<tr>
<td>8890898</td>
<td>O</td>
<td>Link Cabmate suspension.</td>
<td>598</td>
<td>22</td>
</tr>
<tr>
<td>8891000</td>
<td>O</td>
<td>Quiet Cab Package: For Non-VIT Interiors. Includes Firewall Insulation &amp; Floor Covering w/ Sound Deadening Materials and Cowl Blanket</td>
<td>171</td>
<td>77</td>
</tr>
</tbody>
</table>

**Lights & Instruments**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>$ List</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>9010801</td>
<td>Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9026205</td>
<td>Marker Lights: Five aerodynamic, LED mounted in sunvisor.</td>
<td>21</td>
<td>0</td>
</tr>
<tr>
<td>9030010</td>
<td>Turn Signal Lights: Mounted on fender.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9030052</td>
<td>LED Stop, Turn, Tail: With Two LED Backup Lights and With An LED License Plate.</td>
<td>53</td>
<td>2</td>
</tr>
<tr>
<td>9090000</td>
<td>Daytime Running Lamps.</td>
<td>147</td>
<td>0</td>
</tr>
<tr>
<td>9090039</td>
<td>Marker Lights: Interrupter Switch. Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9090126</td>
<td>Electric Backup Alarm: Meets SAE J994 &amp; OSHA requirements.</td>
<td>133</td>
<td>4</td>
</tr>
<tr>
<td>9090301</td>
<td>Junction Box: Under cab</td>
<td>159</td>
<td>1</td>
</tr>
<tr>
<td>9090845</td>
<td>Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Brakers include stop/brake/turn, tail lamp, high &amp; low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.</td>
<td>42</td>
<td>0</td>
</tr>
</tbody>
</table>

**Air Equipment**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>$ List</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>9101215</td>
<td>Air Dryer Bendix AD-IS heated Puraguard</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9108001</td>
<td>Moisture ejection valve w/ pull cable drain.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9140020</td>
<td>Nylon air tubing in frame &amp; cab, excluding hoses subject to excessive heat or flexing.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9140252</td>
<td>Locate air dryer inside LH rail BOC. This code requires the use of a custom frame layout code.</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Extended Warranty**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>$ List</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>9200008</td>
<td>Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9200021</td>
<td>Base Warranty - Standard Service Heavy Duty 12 months / 100,000 miles / 160,000 km.</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Miscellaneous**

Unpublished options may require review/approval. Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.
<table>
<thead>
<tr>
<th>Data</th>
<th>Code</th>
<th>Description</th>
<th>$ List</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>9400072</td>
<td>O</td>
<td>Ship to Dealer.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9409852</td>
<td>O</td>
<td>GHG Secondary Manufacturer: Does Not Apply</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Paint</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9700000</td>
<td>O</td>
<td>Paint color number(s).</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>N97020 A - L0006 WHITE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>N97200 FRAME N0001 BLACK</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9943050</td>
<td>O</td>
<td>Day Cab Standard Paint</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9944820</td>
<td>O</td>
<td>1 - Color Paint - Day Cab</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Color will be White if no other color is specified.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9965510</td>
<td>S</td>
<td>Base coat/clear coat.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL WEIGHT** 16933 lb

Prices and Specifications Subject to Change Without Notice.
Memorandum

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

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

Subject: Revised Purchase of One Vehicle for the Public Works Agency

Date: May 14, 2018

Recommended Action:
Staff recommends City Council approval for the purchase of one (1) vehicle, a 2019 Peterbilt Model 348, for operations in the Public Works Agency - Public Services Bureau. The vehicle will be purchased from JX Peterbilt (42400 Hwy 41, Wadsworth, IL 60083) in the amount of $206,258.00 through the National Joint Powers Alliance contract.

Funding Source:
Funding for the vehicle will be from the Equipment Replacement Fund (Account 601.19.7780.65550), which has a budget of $1,522,977. This expenditure represents 14% of this budgeted amount.

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

Summary:
This recommended vehicle purchase was originally approved in the amount of $104,880.00 at the Administration and Public Works Meeting on April 9, 2018. Before placing the order, staff discovered that there was a misunderstanding on the approved quote for the purchase of vehicle #613. Due to a number of changes and modifications during the quote solicitation, the quote that was thought to be the complete price was actually only the sub-vendor's quote for the RDS dump body. The confusion was that the quote indicated the cab and chassis model on it and therefore was thought to be the whole quote when it actually was not. The actual quote to be used should have been through JX Peterbilt with Monroe's dump body included with them as the sub-vendor. Staff has put a hold on the order with Monroe as the $104,880 that was originally...
approved will only cover the dump body and not the complete package with cab and chassis. Existing vehicle #613 has already been taken out of service due to the fire wall being rusted and having open gaps in it. The gaps are large and the wall is in danger of completely failing if the brake pedal is pressed with force. This is an important piece of snow removal as well as hauling equipment that supports daily operations of the Public Works Agency. Staff recommends that City Council approve the revised and complete quote of $206,258.00 which covers all components including cab, chassis and dump body.

The replacement of vehicle #613 (a 1998 with 87,743 miles), which has excessive use and engine time under harsh conditions, is crucial for safe, reliable, environmentally friendly, and cost effective operations. This Peterbilt is equipped with a PACCAR engine which delivers superior performance, reduces maintenance and offers excellent fuel economy. The existing vehicle being replaced will be auctioned off as Sale of Surplus.

Fleet staff carefully weighs multiple variables and replaces vehicles accordingly. In an effort to not allow the fleet’s overall age to become imbalanced we are focusing our manpower and resources on newer and less worn equipment rather than older, antiquated vehicles which will absorb more time and more funds to repair and maintain over time. Our current replacement strategy focuses on mileage, engine time, age, reliability, maintenance cost and the operational environment the equipment is subjected to. All of these variables are considered when determining which vehicles should be replaced and when.

The recommended replacement unit purchases are as follows:

<table>
<thead>
<tr>
<th>Dept./Division</th>
<th>Unit #</th>
<th>Replacement Description</th>
<th>Model Year</th>
<th>Purchase Price</th>
<th>Type of Bid</th>
<th>Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works Agency (Public Services Bureau)</td>
<td>613</td>
<td>2019 Peterbilt Model 348 w/ Radius Dump Spreader (RDS)</td>
<td>2019</td>
<td>$206,259</td>
<td>NJPA Contract #081716-PMC</td>
<td>JX Peterbilt</td>
</tr>
</tbody>
</table>

The vendor (JX Peterbilt) qualifies for joint purchasing with the National Joint Powers Alliance Contract (NJPA) for this type of vehicle and will be utilized for the purchase of this one (1) unit. They have been a responsive and responsible bid winner in the past and as such, have provided efficient turn-around to our ordering and timely delivery needs.

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

Attachments
Quotes and specifications for one (1) replacement vehicle purchase
April 20, 2018

Dave Waite  
Co Evanston  
2100 Ridge ave  
Evanston II. 60201  
Dave.  

JX Peterbilt – Wadsworth is pleased to present a price quotation for (1) New 2019 Peterbilt Model 348 with the enclosed specifications on Quote. Additional supplied is Monroe snow and ice system supplied and quote attached.

<table>
<thead>
<tr>
<th>Model 348 Cab and Chassis</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>List Price</td>
<td>$145,067.00</td>
</tr>
<tr>
<td>Model 348 NJPA discount (32.54%)</td>
<td>$(47,204.00)</td>
</tr>
<tr>
<td><strong>Total Truck w/discount</strong></td>
<td><strong>$ 97,862.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sourced Goods and services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Def, Detailing, Fuel</td>
<td>$ 220.00</td>
</tr>
<tr>
<td>Floor plan Interest</td>
<td>$ 1,596.00</td>
</tr>
<tr>
<td>1 front and 1 rear spare with wheel supplied</td>
<td>$ 1,700.00</td>
</tr>
<tr>
<td>JX supplied above</td>
<td></td>
</tr>
<tr>
<td>Monroe supplied body</td>
<td></td>
</tr>
<tr>
<td>Monroe RDS 14’ dump with plowed icing and options listed on quote #9TRR001642</td>
<td>$94,232.00</td>
</tr>
<tr>
<td>Monroe additional options all stainless steel body $10,011.00, VMS switches $637.00</td>
<td></td>
</tr>
<tr>
<td>Per requested on quote revised 3/27/18</td>
<td></td>
</tr>
<tr>
<td>Total Monroe body</td>
<td></td>
</tr>
<tr>
<td><strong>Sub Total body $104,880.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

| **Total sourced goods and services**         | **$108,396.00**|

<table>
<thead>
<tr>
<th>Optional Credit</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>If full Cab and Chassis payment is made at delivery to Monroe a $1,596.00 credit may be taken at delivery.</td>
<td></td>
</tr>
</tbody>
</table>

| 348 cab and chassis                          | $97,862.00    |
| Sourced goods and services total            | **$108,396.00**|

| **Total Final Customer Price**               | **$206,258.00**|

Please feel free to contact me at 847.395.7222 with any questions. Thank you for the opportunity to earn your business.

Sincerely,

Rick Venuso  
Sales Executive.  
Cell 224 678 6669  
JX Peterbilt – Wadsworth  

PO Box 189, Wadsworth IL 60083  
42400 Old Hwy 41  
Business 847.395.7222 Toll Free 800.243.0524 Fax 847.395.7240  

Visit us at  
www.JXE.com
QUOTATION
Monroe Truck Equipment
1051 W 7th Street
Monroe, WI 53566
Phone: 608-329-0383
Fax: 608-329-9521
Email: treynolds@monroetruck.com
www.monroetruck.com

Quote Number: 9TRR001642
Job Order Number:
Quote Date: 3/27/2018
Quote valid until: 4/26/2018
Terms: NET 30
Salesperson: SZYMCZAK, STEVE
Quoted By: Tim Reynolds

Customer: EVANSTON, CITY OF (2726750)
2020 AUBURY
EVANSTON, IL 60201

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

Dealer Code: __________________
P.O. Number: __________________

REASSIGN (Required for pool units): [ ] Fleet [ ] Retail

MSO/MCO (ONLY check if legally required): [ ] MSO [ ] MCO

Accepted by: ________________________________ Date: ________________

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

Chassis Information
Year: 2016
Make: PETERBILT
Model: 382
Wheelbase: [ ]
Engine: DIESEL
Chassis Color: [ ]

Cub Type: [ ]

Comments:

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

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>14' BDS BODY, 10.4 YD CAP, DUAL DRIVE MOTORS, 25 TON HOIST, LESS HYD, REAR DSCHR</td>
<td></td>
</tr>
<tr>
<td>3/16&quot; STEEL BODY</td>
<td></td>
</tr>
<tr>
<td>1/4&quot; REPLACEABLE FLOOR WITH 3/16&quot; REMOVABLE CHAIN SHIELDS</td>
<td></td>
</tr>
<tr>
<td>FORMED AND BOXED TOPRAIL</td>
<td></td>
</tr>
<tr>
<td>1/4&quot; A6912&quot; DEEP LONGS L/S WITH FORMED CROSSMEMBERS</td>
<td></td>
</tr>
<tr>
<td>34&quot; WIDE CONVEYER WITH (2) 6:1 SPUR GEARBOXES</td>
<td></td>
</tr>
<tr>
<td>PINTLE CHAIN BAR EVERY LINK CONVEYOR SYSTEM</td>
<td></td>
</tr>
<tr>
<td>8 TOOTH SPROCKETS KEYED TO 2&quot; DRIVE AND IDLER SHAFTS</td>
<td></td>
</tr>
<tr>
<td>DOUBLE ACTING RECTANGULAR TAILGATE WITH BOXED PERIMETER</td>
<td></td>
</tr>
<tr>
<td>108 LIGHT GROUP ASSEMBLY AND STOP/TURN AND TAIL LIGHTS</td>
<td></td>
</tr>
<tr>
<td>BODY PROP</td>
<td></td>
</tr>
<tr>
<td>FRONT TELESCOPIC HOIST LESS HYDRAULICS</td>
<td></td>
</tr>
<tr>
<td>TOP GRATE KIT</td>
<td></td>
</tr>
<tr>
<td>COUGAR DC-3100 VIBRATOR WITH HEAVY DUTY MOUNTING</td>
<td></td>
</tr>
<tr>
<td>CABSHEILD 100% WELDED</td>
<td></td>
</tr>
<tr>
<td>ONE PAIR 10' POLY SIDE BOARDS</td>
<td></td>
</tr>
<tr>
<td>AIR TRIP TAILGATE</td>
<td></td>
</tr>
<tr>
<td>MILD STEEL FENDERS BODY MOUNTED</td>
<td></td>
</tr>
<tr>
<td>RECEIVER STYLE SPINNER ASSEMBLY</td>
<td></td>
</tr>
<tr>
<td>FOLD UP LADDER INSTALLED DIVERSIDE FRONT</td>
<td></td>
</tr>
<tr>
<td>FRONT &amp; REAR GREASE EXTENSIONS</td>
<td></td>
</tr>
<tr>
<td>BACK-UP ALARM</td>
<td></td>
</tr>
<tr>
<td>BODY-UP LIGHT</td>
<td></td>
</tr>
<tr>
<td>2&quot; RED/WHITE CONSPICUITY TAPE</td>
<td></td>
</tr>
<tr>
<td>POWDERCOATED WHITE (POWDER COAT MAY NOT MATCH CAB)</td>
<td></td>
</tr>
<tr>
<td>INSTALLED</td>
<td></td>
</tr>
<tr>
<td>MONROE PRE-WET SYSTEM</td>
<td></td>
</tr>
<tr>
<td>DUAL 270 GALLON POLY TANKS FENDER MOUNTED</td>
<td></td>
</tr>
<tr>
<td>OPEN LOOP HYDRAULIC PLUMBING KIT; 7 GPM PUMP; NO VALVE</td>
<td></td>
</tr>
<tr>
<td>BULK FILL KIT;</td>
<td></td>
</tr>
<tr>
<td>CROSS-OVER KIT; BDS</td>
<td></td>
</tr>
<tr>
<td>ENCLOSURE MFG KIT</td>
<td></td>
</tr>
<tr>
<td>FLUSHER KIT;</td>
<td></td>
</tr>
<tr>
<td>DISCONNECT KIT; SPINNER QUICK DISCONNECT</td>
<td></td>
</tr>
<tr>
<td>NOZZLE KIT; (3) 2 GPM NOZZLES</td>
<td></td>
</tr>
<tr>
<td>PF92-QL1; QUICK LINK HITCH; TRUCK PORTION; WITH FLAT FOLD LIFT ARM; 630#</td>
<td></td>
</tr>
<tr>
<td>CYLINDER; 4X10 DA; NITRIDED ROD</td>
<td></td>
</tr>
<tr>
<td>HELLA FLOW LIGHTS W/ SIGNALS, HOOD MOUNTED</td>
<td></td>
</tr>
</tbody>
</table>

108 of 629
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>MONROE MPP39810-IST; TORSION TRIP &quot;J&quot; STYLE REVERSIBLE POLY FLOW; 1860W</td>
<td></td>
</tr>
<tr>
<td>- 3/8&quot; POLYMER MOLDBOARD WITH INTEGRAL SHIELD</td>
<td></td>
</tr>
<tr>
<td>- (10) 1/2&quot; ONE-PIECE FLAME CUT RIBS</td>
<td></td>
</tr>
<tr>
<td>- 2&quot; X 3&quot; X 3/8&quot; TOP ANGLE</td>
<td></td>
</tr>
<tr>
<td>- 4&quot; X 4&quot; X 3/4&quot; BOTTOM ANGLE</td>
<td></td>
</tr>
<tr>
<td>- (6) ADJUSTABLE 3/4&quot; TORSION TRIP SPRING ASSEMBLYS FOR A TWO-SECTION TRIP</td>
<td></td>
</tr>
<tr>
<td>- 5/8&quot; X 8&quot; ONE-PIECE CENTER PUNCH CUTTING EDGE</td>
<td></td>
</tr>
<tr>
<td>- 4&quot; X 4&quot; X 3/8&quot; CROSS-TUBE SUPPORT</td>
<td></td>
</tr>
<tr>
<td>- 3-1/2&quot; X 3-1/2&quot; X 1/2&quot; SEMI-CIRCLE</td>
<td></td>
</tr>
<tr>
<td>- (2) 3&quot; X 10&quot; DOUBLE ACTING REVERSE CYLINDERS WITH CUSHION VALVE</td>
<td></td>
</tr>
<tr>
<td>- BUILT-IN MONROE LEVEL LIFT ASSEMBLY</td>
<td></td>
</tr>
<tr>
<td>- MAIL BOX CUT-OUT CURB SIDE</td>
<td></td>
</tr>
<tr>
<td>- PAIR OF SCREW ADJUSTABLE SNOW WHEELS BRAND SNOW WHEELS</td>
<td></td>
</tr>
<tr>
<td>- 12&quot; RUBBER SNOW DEFLECTOR</td>
<td></td>
</tr>
<tr>
<td>- 36&quot; FLUORESCENT ORANGE FLEXIBLE PLASTIC MARKERS, INSTALLED</td>
<td></td>
</tr>
<tr>
<td>- MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED</td>
<td></td>
</tr>
<tr>
<td>- MOLDBOARD POWDER COATED ORANGE</td>
<td></td>
</tr>
<tr>
<td>- PUSH FRAME POWDER COATED BLACK</td>
<td></td>
</tr>
<tr>
<td>- QUICK LINK SWIVEL PLATE</td>
<td></td>
</tr>
<tr>
<td>WHELEN ILL DOT STATE SPEC 72&quot;</td>
<td></td>
</tr>
<tr>
<td>- 72&quot; JUSTICE LED LIGHT BAR MOUNTED ON ROOF</td>
<td></td>
</tr>
<tr>
<td>- REAR BODY LED STROBE MOUNTED IN CORNER POST</td>
<td></td>
</tr>
<tr>
<td>- LED 5/7/T MOUNTED IN REAR POST, PINITE PLATE AND ON TOP OF CAB SHIELD</td>
<td></td>
</tr>
<tr>
<td>- LED BACK UP LIGHT MOUNTED IN REAR CORNER POST</td>
<td></td>
</tr>
<tr>
<td>- 2 AMBER AND 1 CLEAR STORBE INSTALLED OUTSIDE THE CORNER POST ON EACH SIDE</td>
<td></td>
</tr>
<tr>
<td>- SCENE LIGHTS ADDED TO ILLINOIS IDOT/IL TIGHTBAR</td>
<td></td>
</tr>
<tr>
<td>- (2) L.E.D SPINNER LIGHTS</td>
<td></td>
</tr>
<tr>
<td>- 2-YEAR WARRANTY</td>
<td></td>
</tr>
<tr>
<td>DUAL CAMERA SYSTEM</td>
<td></td>
</tr>
<tr>
<td>- ONE CAMERA AT REAR FOR BACK UP</td>
<td></td>
</tr>
<tr>
<td>- ONE CAMERA ON CAB SHIELD FOR LOAD</td>
<td></td>
</tr>
<tr>
<td>- CAMERA WASH SYSTEM</td>
<td></td>
</tr>
<tr>
<td>- CAMERA BUFFER (AIR) SYSTEM</td>
<td></td>
</tr>
<tr>
<td>- 7&quot; DISPLAY MOUNTED ON DASH</td>
<td></td>
</tr>
<tr>
<td>PINTLE MOUNT; 3/4&quot; PLATE WITH 3/4&quot; D-RINGS (NO HITCH)</td>
<td></td>
</tr>
<tr>
<td>- ADD 2&quot; RECEIVER TUBE TO PLATE OR EXTENDED A-FRAME HITCH</td>
<td></td>
</tr>
<tr>
<td>- BH8 2000; RIGID MOUNT 2&quot; PINITE BALL HITCH (4 BOLT)</td>
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</tr>
<tr>
<td>- 2&quot; ADJUSTABLE PINITE MOUNTING PLATE WITH PIN AND CLIP (NO HITCH)</td>
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</tr>
<tr>
<td>- 6-WAY CONNECTOR, ROUND SOCKET, ROUND PIN</td>
<td></td>
</tr>
<tr>
<td>3&quot; PULL TARPS MANUAL PULL TARP SYSTEM</td>
<td></td>
</tr>
<tr>
<td>- SPRING LOADED ALUMINUM ROLLER (REWINDS TARP)</td>
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</tr>
<tr>
<td>- ASPHALT TARP</td>
<td></td>
</tr>
<tr>
<td>- INSTALLED ROS BODY</td>
<td></td>
</tr>
<tr>
<td>FORCE AMERICA / MTE ELECTRIC HYDRAULIC SYSTEM</td>
<td></td>
</tr>
<tr>
<td>- FORCE AMERICA 6300 CONTROL WITH ARMREST MOUNT FOR I-GRIP CONTROLLER</td>
<td></td>
</tr>
<tr>
<td>- ROAD WATCH TEMPERATURE DISPLAY</td>
<td></td>
</tr>
<tr>
<td>- FORCE AMERICA ADD A FOLD VALVE ASSEMBLY</td>
<td></td>
</tr>
<tr>
<td>- DA PLOW LIFT SECTION</td>
<td></td>
</tr>
<tr>
<td>- DA PLOW ANGLE SECTION</td>
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</tr>
<tr>
<td>- SPREADER MANIFOLD WITH SPREADER, SPINNER, AND PRE WET FUNCTIONS</td>
<td></td>
</tr>
<tr>
<td>- HOT SHIFT PTO</td>
<td></td>
</tr>
<tr>
<td>- TXV91 PTO MOUNTED PUMP 5.6 CUBIC INCH LOAD SENSE</td>
<td></td>
</tr>
<tr>
<td>- STAINLESS STEEL VALVE ENCLOSURE MOUNTED ON FRAME</td>
<td></td>
</tr>
<tr>
<td>- STAINLESS STEEL OIL TANK MOUNTED ON FRAME</td>
<td></td>
</tr>
<tr>
<td>- WINTER/SUMMER SWITCH</td>
<td></td>
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</table>

**Quote Total:** $94,232.00

**Additional Options:**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
<th>ADD TO QUOTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILD ROS IN STAINLESS STEEL (UPCHARGE ADD TO ABOVE PRICE)</td>
<td>$10,011.00</td>
<td>Yes / No</td>
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<tr>
<td>- INCLUDES LADDER, SPINNER ASSY WITH POLY DISC AND PRE-WET MOUNTING</td>
<td></td>
<td></td>
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<tr>
<td>VCMS II SWITCH PANEL KIT (STANDARD 8 ON/OFF SWITCHES)</td>
<td>$637.00</td>
<td>Yes / No</td>
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</tbody>
</table>

**Notes:**

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Not Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. Out-of-state municipal entities may be subject to Wisconsin sales tax.
- Restocking fees may be applicable for cancelled orders.
### Vehicle Summary

<table>
<thead>
<tr>
<th>Unit</th>
<th>Chassis</th>
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<tbody>
<tr>
<td>Model:</td>
<td>Model 348</td>
</tr>
<tr>
<td>Type:</td>
<td>Full Truck</td>
</tr>
<tr>
<td>Description:</td>
<td>City of Evanston 348 dump spec</td>
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<tr>
<td>Application</td>
<td>Snowplow</td>
</tr>
<tr>
<td>Intended Serv.:</td>
<td>Other Commodity</td>
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<tr>
<td>Commodity:</td>
<td></td>
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<tr>
<td>Body</td>
<td>End Dump</td>
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<tr>
<td>Type:</td>
<td></td>
</tr>
<tr>
<td>Length (ft):</td>
<td>14</td>
</tr>
<tr>
<td>Height (ft):</td>
<td>8.5</td>
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<tr>
<td>Max Laden Weight (lbs):</td>
<td>1000</td>
</tr>
<tr>
<td>Trailer</td>
<td></td>
</tr>
<tr>
<td>No. of Trailer Axles:</td>
<td>0</td>
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<tr>
<td>Type:</td>
<td></td>
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<tr>
<td>Length (ft):</td>
<td>0</td>
</tr>
<tr>
<td>Height (ft):</td>
<td>0.0</td>
</tr>
<tr>
<td>Kingpin Inset (in):</td>
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<tr>
<td>Corner Radius (in):</td>
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<tr>
<td>Restrictions</td>
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<tr>
<td>Length (ft):</td>
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<tr>
<td>Width (in):</td>
<td>102</td>
</tr>
<tr>
<td>Height (ft):</td>
<td>13.5</td>
</tr>
</tbody>
</table>

**G.C.W. (lbs):** 60000

**Fr Axle Load (lbs):** 20000

**Rr Axle Load (lbs):** 40000

**Road Conditions:**
- Class A (Highway): 100
- Class B (Hwy/Mn): 0
- Class C (Off-Hwy): 0
- Class D (Off-Road): 0

**Maximum Grade:** 6

**Wheelbase (in):** 184

**Overhang (in):** 62.7

**Fr Axle to BOC (in):** 69.8

**Cab to Axle (in):** 114.2

**Cab to EOF (in):** 176.9

**Overall Comb. Length (in):** 313

**Special Req.:** United States Registry

**Approved by:**

**Date:** 3-16-18 R.

---

**Note:** All sales are F.O.B. designated plant of manufacture.

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PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.
<table>
<thead>
<tr>
<th>Data</th>
<th>Code</th>
<th>Description</th>
<th>Weight</th>
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</thead>
<tbody>
<tr>
<td>Base Model</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>0003481 O</td>
<td>Model 348</td>
<td>10,610</td>
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<tr>
<td></td>
<td>0091200 O</td>
<td>Other Commodity</td>
<td>0</td>
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<tr>
<td></td>
<td>0093150 O</td>
<td>Snowplow</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0095170 O</td>
<td>End Dump</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0098170 O</td>
<td>United States Registry</td>
<td>0</td>
</tr>
<tr>
<td>Configuration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0200700 O</td>
<td>Not Applicable</td>
<td>0</td>
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<tr>
<td></td>
<td></td>
<td>Secondary Manufacturer</td>
<td></td>
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<tr>
<td>Frame &amp; Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0519180 O</td>
<td>11-5/8 in Steel Rails to 444 in</td>
<td>515</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11.625 x 3.87 x .375 dimension, 2,668,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 21.4 cubic inches. Weight: 1.91 lbs/inch pair</td>
<td></td>
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<tr>
<td></td>
<td>0612230 O</td>
<td>Custom Wheelbase or Overhang</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0613090 S</td>
<td>Three-Piece Crossmembers</td>
<td>0</td>
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<tr>
<td></td>
<td>0620580 O</td>
<td>27.8 in Bumper Extension without Adapter</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0644090 S</td>
<td>EOF Square without Xmbfr</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0651090 S</td>
<td>Omit Rear Mudflaps and Hangers</td>
<td>0</td>
</tr>
<tr>
<td>Front Axle &amp; Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1012200 O</td>
<td>Meritor MFS20 20,000 lb, 3.74 In Drop</td>
<td>148</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Axle includes special low-friction bushings, double draw keys and integral thrust bearing and seal design for durability, low maintenance and ease of service. Combination of Meritor Easy Steer king pin bushings, computer-designed and optimized I-beam construction and stiff axle assembly delivering a tight turning radius, superior vehicle control and longer tire life.</td>
<td></td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Data</th>
<th>Code</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1114030</td>
<td>O</td>
<td>Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.</td>
<td>189</td>
</tr>
<tr>
<td>1243050</td>
<td>O</td>
<td>Power Steering Sheppard HD94 Dual For use with 10,000 to 20,000 lb. axle ratings.</td>
<td>80</td>
</tr>
<tr>
<td>1250250</td>
<td>O</td>
<td>Power Steering Reservoir Frame Mounted w/Cooler</td>
<td>2</td>
</tr>
<tr>
<td>1354845</td>
<td>O</td>
<td>PHP10 Iron PreSet Hubs</td>
<td>0</td>
</tr>
<tr>
<td>1380270</td>
<td>O</td>
<td>Bondex Air Cam Front Drum Brakes 16.6x6 Includes automatic slack adjusters &amp; outboard mounted brake drums.</td>
<td>0</td>
</tr>
<tr>
<td>1380470</td>
<td>O</td>
<td>Meritor Wide Track IPO Standard, Front Axle MFS+ 3.5&quot; Drop / MFS 3.74&quot; Drop. 71in KPI IPO 69in with MFS and MFS+ axles For improved turning radius.</td>
<td>5</td>
</tr>
<tr>
<td>1380480</td>
<td>O</td>
<td>Tie Rods, Meritor MFS20 Deep Inset Wheels</td>
<td>0</td>
</tr>
<tr>
<td>1390540</td>
<td>O</td>
<td>Dust Shields, CAM Brakes, Front Axle</td>
<td>4</td>
</tr>
<tr>
<td>1391410</td>
<td>O</td>
<td>Gusseted Cam Brackets, Steer Axle</td>
<td>0</td>
</tr>
</tbody>
</table>

**Rear Axle & Equipment**

<table>
<thead>
<tr>
<th>Data</th>
<th>Code</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1526150</td>
<td>O</td>
<td>Meritor MT40-14X 40,000 lb Inter axle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling &amp; reduce tire wear. Magnetic rear axle oil drain plug captures &amp; holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognit EMGARD® FE 75W-80 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear &amp; extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions &amp; withstand the stress from high temperatures, extending component life.</td>
<td>2,025</td>
</tr>
<tr>
<td>1616370</td>
<td>O</td>
<td>PHP10 Iron PreSet Hubs</td>
<td>0</td>
</tr>
<tr>
<td>1631310</td>
<td>S</td>
<td>Standard Stroke Parking Brakes Drive Axle(s). Not for use on U.S. or Canada Tractors, other than Car Carriers.</td>
<td>0</td>
</tr>
<tr>
<td>1660000</td>
<td>O</td>
<td>Dust Shields For Cam Brakes, Drive Axle(s)</td>
<td>16</td>
</tr>
<tr>
<td>1672630</td>
<td>O</td>
<td>Diff Lock Both Axles (Air Rocker Switch occupies the space of one gauge)</td>
<td>60</td>
</tr>
<tr>
<td>1680490</td>
<td>O</td>
<td>Gusseted Cam Brackets, Drive Axle(s)</td>
<td>2</td>
</tr>
<tr>
<td>1680500</td>
<td>S</td>
<td>SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.</td>
<td>0</td>
</tr>
<tr>
<td>1680950</td>
<td>S</td>
<td>Stabilisy System Not Selected or Not Available</td>
<td>0</td>
</tr>
<tr>
<td>1682430</td>
<td>S</td>
<td>Anti-Lock Braking System (ABS) 484M ABS-6 Includes air braking system.</td>
<td>0</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Data</th>
<th>Code</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1684200 S</td>
<td></td>
<td><strong>Synthetic Axle Lubricant All Axles</strong>&lt;br&gt;Peterbilt heavy-duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.</td>
<td>0</td>
</tr>
<tr>
<td>1687010 S</td>
<td></td>
<td><strong>Bendix Air Cam Rear Drum Brakes 16.5x7</strong>&lt;br&gt;Includes Automatic Slack Adjusters &amp; Outboard Mounted Brake Drums.</td>
<td>0</td>
</tr>
<tr>
<td>1687348 O</td>
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<td><strong>Tandem Drive Axle (Model 348)</strong></td>
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<tr>
<td>1706140 O</td>
<td></td>
<td><strong>Ratio 6.14 Rear Axle</strong></td>
<td>0</td>
</tr>
<tr>
<td>1821800 O</td>
<td></td>
<td><strong>Peterbilt Air Trac 40,000 lbs, 52in Axle Spacing</strong>&lt;br&gt;Light Weight</td>
<td>495</td>
</tr>
<tr>
<td>1920385 O</td>
<td></td>
<td><strong>Air Springs, Internal Bumpers</strong>&lt;br&gt;Air Trac / Air Leaf suspensions</td>
<td>0</td>
</tr>
<tr>
<td>1920450 O</td>
<td></td>
<td><strong>Locate Single Leveling Valve Forward Drive Axle</strong>&lt;br&gt;of Peterbilt Air Suspension (not avail with Low Air Leaf Susp or Low Low Air Leaf Susp)</td>
<td>0</td>
</tr>
<tr>
<td>1922260 O</td>
<td></td>
<td><strong>Dash Mtd Dump Switch With Indicator Light</strong>&lt;br&gt;For suspension</td>
<td>2</td>
</tr>
</tbody>
</table>

**Engine & Equipment**

<table>
<thead>
<tr>
<th>Data</th>
<th>Code</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>2074405 O</td>
<td></td>
<td><strong>PACCAR PX-9 330@2000 GOV@2200 1000@1400</strong>&lt;br&gt;Productivity (2017 Emissions) includes alum flywheel housing, cruise control, and H039 provisions (provides an interface point for the Electronic Service Analysis-ESA and other PACCAR approved diagnostic tools). Chevron Delo LE SAE 10W30 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. N21320 N205 120...Standard Maximum Speed Limit (LSL) N21330 N207 0...Expiration Distance N21340 P005 120...Hard Maximum Speed Limit N21350 P001 64...Maximum Accelerator Pedal Vehicle Speed N21370 P050 64...Maximum Cruise Speed N21400 N203 252...Reserve Speed Function Resel Distance N21410 N202 0...Maximum Cycle Distance N21420 N206 10...Maximum Active Distance N21430 N201 0...Reserve Speed Limit Offset N21440 P015 NO...Engine Protection Shutdown N21450 P026 NO...Gear Down Protection N21460 P046 1400...Max PTO Speed N21470 P062 NO...Cruise Control Auto Resume N21480 P066 NO...Auto Engine Brake In Cruise N21500 N209 0...Expiration Distance N21510 P820 YES...Enable Idle Shutdown Park Brake Set N21520 P030 5...Timer Setting N21530 P233 YES...Enable Impending Shutdown Warning N21540 P234 60...Timer For Impending Shutdown Warning</td>
<td>0</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Data Code</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>2091310</td>
<td>Engine Idle Shutdown Timer Disabled</td>
<td>0</td>
</tr>
<tr>
<td>2091315</td>
<td>Enable EiST Ambient Temp Overrule</td>
<td>0</td>
</tr>
<tr>
<td>2091372</td>
<td>EiST NA Expiration Miles</td>
<td>0</td>
</tr>
<tr>
<td>2091640</td>
<td>Effective VSL Setting NA</td>
<td>0</td>
</tr>
<tr>
<td>2140010</td>
<td>Belly Pan</td>
<td>35</td>
</tr>
<tr>
<td>2140200</td>
<td>CARB Engine Idling Compliance</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>PACCAR PX-7, PX-9 and MX, Cummins ISL, ISM and ISX diesel engines will</td>
<td></td>
</tr>
<tr>
<td></td>
<td>include the required factory installed serially stickler on the drivers</td>
<td></td>
</tr>
<tr>
<td></td>
<td>door to identify them as meeting the NOx Idling standard.</td>
<td></td>
</tr>
<tr>
<td>2513060</td>
<td>PACCAR 160 Amp Alternator, Brushed</td>
<td>0</td>
</tr>
<tr>
<td>2521090</td>
<td>Immersion Type Block Heater 110-120V</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Standard location is center left hand under cab and includes a weather-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>proof cover that protects the receptacle. This pre-heater keeps the coolant</td>
<td></td>
</tr>
<tr>
<td></td>
<td>in the engine block from freezing when the engine is not running.</td>
<td></td>
</tr>
<tr>
<td>2522050</td>
<td>PACCAR 12V Starter</td>
<td>0</td>
</tr>
<tr>
<td>2536070</td>
<td>3 PACCAR AGM 12V Batteries 2400 CCA</td>
<td>62</td>
</tr>
<tr>
<td></td>
<td>Stranded copper battery cables are double aught (00) or larger to reduce</td>
<td></td>
</tr>
<tr>
<td></td>
<td>resistance.</td>
<td></td>
</tr>
<tr>
<td>2539410</td>
<td>Battery Jumper Terminal Mounted Under Hood</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>LH Frame Rail. Not available with PX-7 engines.</td>
<td></td>
</tr>
<tr>
<td>2539740</td>
<td>Kissing Battery Disconnect Switch</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Mounted on battery box</td>
<td></td>
</tr>
<tr>
<td>2621000</td>
<td>2-Speed Fan Clutch For Frequent Start/Stop</td>
<td>0</td>
</tr>
<tr>
<td>2723210</td>
<td>18.7 CFM Air Compressor</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>N/A X15. Furnished on engine. Teflon lined stainless steel braided</td>
<td></td>
</tr>
<tr>
<td></td>
<td>compressor discharge line.</td>
<td></td>
</tr>
<tr>
<td>2921160</td>
<td>Spin-On Fuel/Water Separator</td>
<td>0</td>
</tr>
<tr>
<td>2921210</td>
<td>No Fluid Heat Option for Fuel Filter</td>
<td>0</td>
</tr>
<tr>
<td>2921320</td>
<td>12V Heat for Fuel Filter</td>
<td>0</td>
</tr>
<tr>
<td>3010400</td>
<td>Engine Protection Shutdown</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Includes oil pressure, oil temperature, coolant temperature, and intake</td>
<td></td>
</tr>
<tr>
<td></td>
<td>manifold temperature.</td>
<td></td>
</tr>
</tbody>
</table>

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Printed: 3/16/2018 4:00:54 PM  Complete: Model Number: 348  Q30012408
Effective Date: Jan 1, 2018  Quote/CTPD/CO: Model 348
Prepared by: Rick Venuso  Version Number: 35.10
<table>
<thead>
<tr>
<th>Data</th>
<th>Code</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
</table>
| 3114270 | S     | High Efficiency Cooling System  
Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability.  
Silicone radiator & heater hoses enhance value, durability, & reliability.  
Constant tension band clamps reduce leaks.  
ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.  
Anti-freeze effective to -30 degrees F helps protect the engine.  
Low coolant level sensor warns of low coolant condition to prevent engine damage.  
Radiator Size by Model: 587: 1330 sq in, 579/687 FEP TO 1325 sq in, 637/685/687: 1440 sq in, 365: 1301 sq in, 365 FEP TO: 1164 sq in, 389/387 HH: 1069 sq in, 348: 1000 sq in, 320: 1242 sq in. | 0      |
| 3211120 | S     | Radial Seal, Dry Type Air Cleaner, Frontal  
Air Intake. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake. | 0      |
| 3365270 | O     | Exhaust Single RH Side Of Cab  
DPF/SCR RH Under Cab (2017). | 29     |
| 3381770 | O     | Curved Tip Standpipe(s) | 0      |
| 3387610 | O     | 18In Ht, 6In Dia Chrome, Clear Coat Standpipe(s) | -2     |

**Transmission & Equipment**

<table>
<thead>
<tr>
<th>Data</th>
<th>Code</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
</table>
| 4052110 | O     | Allison 3000 RDS-P Transmission, Gen 6  
Rugged Duty Series. Includes Rear Transmission Support except on MX engines. TransSynch Automatic Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filler and clutch condition. Will display percent life remaining for the transmission fluid, filler and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filler or clutches need servicing. (Suitable for vehicles operating on/1off highway and/or requiring PTO operation)  
Forward Ratios: 1st-3.49, 2nd-1.86, 3rd-1.41, 4th-1.00, 5th-0.75, 6th-0.65 / Reverse Ratios: DR-(5.03) | 110    |
| 4210080 | S     | 1710 HD Driveline, 1 Midship Bearing | 0      |
| 4250650 | O     | LH PTO Access Dipstick Tube Routing, Allison Trans | 0      |
| 4250720 | O     | Allison FuelSense Not Desired | 0      |
| 4256640 | O     | Allison 6-Speed Configuration, Close Ratio Gears  
3000 Series Transmissions | 0      |
| 4266980 | O     | Seat Mounted Lever Shifter | 0      |

**Air & Trailer Equipment**

<table>
<thead>
<tr>
<th>Data</th>
<th>Code</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
</table>
| 4510320 | S     | Bendix AD-IS Air Dryer W/Heater  
And Coalescing Filter | 0      |
| 4520420 | O     | Pull Cordes All Air Tanks | 0      |
| 4540420 | S     | Nylon Chassls Hose | 0      |

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Printed: 3/16/2018 4:00:54 PM  Complete: Jan 1, 2010  Model Number: Model 348  Quote/DTPO/CO: Q30012408  Version Number: 38.10
<table>
<thead>
<tr>
<th>Data</th>
<th>Code</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>4543320 S</td>
<td>Steel Painted Air Tanks</td>
<td>All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.</td>
<td>0</td>
</tr>
<tr>
<td>4611730 O</td>
<td>7-Way Electric Harness with Socket Mounted EOF</td>
<td>11</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tires &amp; Wheels</th>
<th>Code</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>5068590 O</td>
<td>FF: BR 20ply 315/80R22.5 M860A</td>
<td>92</td>
<td></td>
</tr>
<tr>
<td>5169310 O</td>
<td>RR: BR 16ply 11R22.5 M769</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>5190008 O</td>
<td>Code-rear Tire Qty 08</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>5210560 O</td>
<td>FF: Accord Stl Armor 29300PK 22.5X9.00 Heavy Duty. PHP10-5 Hand Holes</td>
<td>88</td>
<td></td>
</tr>
<tr>
<td>5310610 O</td>
<td>RR: Accord Steel Armor 50344PK 22.5X9.25 Heavy Duty, 5 Hand Holes</td>
<td>112</td>
<td></td>
</tr>
<tr>
<td>5390008 O</td>
<td>Code-rear Rm Qty 08</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>5409680 O</td>
<td>Schrader 1126 Double Seating Extensions On Tire Valve Stems</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fuel Tanks</th>
<th>Code</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>5564070 O</td>
<td>26In Aluminum 60 Gallon Fuel Tank LH U/C Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top drain fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braided fuel lines increase durability &amp; reduce potential for leaks.</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>5662060 O</td>
<td>Location LH U/C 50 Gallon</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>5652890 O</td>
<td>DEF Tank Mounted LH BOC Models 210, 220 and 320 mounted LH cab fender.</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>5652990 O</td>
<td>Standard DEF To Fuel Ratio 2:1 Or Greater</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>56655019 S</td>
<td>DEF Tank Small</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Battery Box &amp; Bumper</th>
<th>Code</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>6010780 O</td>
<td>Aluminum Space Saver Battery Box RH BOC Battery Access From Side</td>
<td>-84</td>
<td></td>
</tr>
<tr>
<td>6030150 O</td>
<td>Rubber Battery Pad In Bottom Of (1) Battery Box Mat in box that holds batteries only</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>6040550 S</td>
<td>Afttreatment RH U/C AlumNUM Non-Slip Cab Entry Step. DPF/SCR for diesel engines, catalyt for natural gas engines. On Models 579 specifying chassis fairings, the box will be aerodynamic.</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>6120160 O</td>
<td>Steel Bumper Swept Back Painted Black, With FEPTO (2) Tow pin holes and step plates on top of bumper</td>
<td>90</td>
<td></td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>6540120 O</td>
<td>Severe Service Cab Package #1</td>
<td>39</td>
</tr>
<tr>
<td>6540160 O</td>
<td>Thermal Insulation Package In Cab</td>
<td>2</td>
</tr>
<tr>
<td>6800360 O</td>
<td>Rubber Fender Lips 2 Inch Wide</td>
<td>8</td>
</tr>
<tr>
<td>6911700 S</td>
<td>Peterbilt UltraRide Driver Seat</td>
<td>0</td>
</tr>
<tr>
<td>6921700 S</td>
<td>Peterbilt UltraRide Passenger Seat</td>
<td>0</td>
</tr>
<tr>
<td>6930800 O</td>
<td>Black Seat Color Ipo Standard Color</td>
<td>0</td>
</tr>
<tr>
<td>6931120 O</td>
<td>Seat Belt Color Orange IPO Standard Black</td>
<td>0</td>
</tr>
<tr>
<td>6939400 S</td>
<td>Air Ride Driver</td>
<td>0</td>
</tr>
<tr>
<td>6939420 S</td>
<td>High Back Driver</td>
<td>0</td>
</tr>
<tr>
<td>6939470 S</td>
<td>Vinyl Driver</td>
<td>0</td>
</tr>
<tr>
<td>6939510 S</td>
<td>Non-Air Ride Passenger</td>
<td>0</td>
</tr>
<tr>
<td>6939520 S</td>
<td>High Back Passenger</td>
<td>0</td>
</tr>
<tr>
<td>6939570 S</td>
<td>Vinyl Passenger</td>
<td>0</td>
</tr>
<tr>
<td>7001520 O</td>
<td>Adjustable Steering Column - Tilt/Telescope</td>
<td>11</td>
</tr>
<tr>
<td>7001620 S</td>
<td>Steering Wheel with Peterbilt Logo</td>
<td>0</td>
</tr>
<tr>
<td>7036100 S</td>
<td>Interior Grey/Black</td>
<td>0</td>
</tr>
<tr>
<td>7210430 O</td>
<td>Extended Rear Window Ipo Std Window-Day Cab</td>
<td>0</td>
</tr>
<tr>
<td>7210540 S</td>
<td>Day Cab Rear Window</td>
<td>0</td>
</tr>
<tr>
<td>7230060 S</td>
<td>One Piece Curved Windshield</td>
<td>0</td>
</tr>
<tr>
<td>7322010 S</td>
<td>Combo Fresh Air Heater/Air Conditioner</td>
<td>0</td>
</tr>
</tbody>
</table>

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<tr>
<th>Data</th>
<th>Code</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>7410040</td>
<td>O</td>
<td>Outside Sunvisor - Stainless Steel</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Not available with 2.1M high roof sleeper or furnished by owner sleeper.</td>
<td></td>
</tr>
<tr>
<td>7651180</td>
<td>O</td>
<td>Aero Mirrors Ea Side Htd &amp; Mtrzl 4-Way Adjustable</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bright Finish with Convex</td>
<td></td>
</tr>
<tr>
<td>7564110</td>
<td>O</td>
<td>Power Package</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Includes power door locks and power windows.</td>
<td></td>
</tr>
<tr>
<td>7610020</td>
<td>O</td>
<td>(1) Air Horn 16in Painted</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mounted under cab.</td>
<td></td>
</tr>
<tr>
<td>7725710</td>
<td>O</td>
<td>Standard Speaker Package For Cab</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(2) Speakers</td>
<td></td>
</tr>
<tr>
<td>7725715</td>
<td>O</td>
<td>ConcertClass Without CD, Includes BT Phone and Audio, AM/FM, WB, USB and MP3.</td>
<td>10</td>
</tr>
<tr>
<td>7788140</td>
<td>O</td>
<td>Radio Antenna Mounted on LH Mirror Bracket</td>
<td>0</td>
</tr>
<tr>
<td>7850210</td>
<td>O</td>
<td>Plug-In Auto Reset Circuit Breaker</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>In place of fuses in junction box.</td>
<td></td>
</tr>
<tr>
<td>7851480</td>
<td>S</td>
<td>Peterbilt Electric Windshield Wipers</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>With Intermittent Feature</td>
<td></td>
</tr>
<tr>
<td>7851780</td>
<td>O</td>
<td>CabMate Cab Air Suspension</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mfg by LMI. The class 8 conventions (except Model 348) includes (2)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>airbags, (2) shock absorbers, (1) leveling valve, radius rod, and height</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>limiter. The Models 330, 337, and 348 includes (1) airbag and (1) shock</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>absorber.</td>
<td></td>
</tr>
<tr>
<td>7900090</td>
<td>O</td>
<td>Triangle Reflector Kt Shipped Loose</td>
<td>13</td>
</tr>
<tr>
<td>7900270</td>
<td>O</td>
<td>Fire Extinguisher; Cab Mounted</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hazmat approved UL listed/rated ABC.</td>
<td></td>
</tr>
<tr>
<td>8011400</td>
<td>O</td>
<td>Main Transmission Oil Temperature Gauge</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Located in Driver Information Display</td>
<td></td>
</tr>
<tr>
<td>8021380</td>
<td>S</td>
<td>Air Restriction Indicator</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mounted on air cleaner, intake piping, or firewall</td>
<td></td>
</tr>
<tr>
<td>8071340</td>
<td>O</td>
<td>Bright Bezel Gauges</td>
<td>0</td>
</tr>
<tr>
<td>8071870</td>
<td>S</td>
<td>Main Instrumentation Panel, Graphics Display</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Includes speedometer with tripodometer, tachometer with hourmeter and</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>outside air temperature display, voltmeter, engine oil pressure, engine</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>coolant temperature, fuel level, primary and secondary air pressure</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>gauges. Includes standard warning light package: high water temperature,</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>low oil pressure, and low air pressure warning lights w/audible alarms,</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>high beam, turn signal, low fuel, parking brake, and ice warning indicators</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>seat belt reminder; rocker switches with long-life LED indicators; multi-</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>function turn slak with flash-to-pass feature (high mode flashes</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>headlights and marker lights; clay mode flashes headlights only)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Intermittent windshield wiper and headlamp beam control.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hydraulic braked trucks do not include air pressure gauges.</td>
<td></td>
</tr>
<tr>
<td>8072560</td>
<td>O</td>
<td>(1) Additional Dash Switch With Wiring</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Extra wire included at the switch. Availability subject to dash space.</td>
<td></td>
</tr>
<tr>
<td>8111110</td>
<td>S</td>
<td>Headlights Composite Fender Mounted</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Integral Park, Turn, and Side Marker</td>
<td></td>
</tr>
</tbody>
</table>

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 3/10/2018 4:00:54 PM  Complete: Model Number: Q30012408
Effective Date: Jan 1, 2018 Model: 36.10
Prepared by: Rick Venoso Version Number:
<table>
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<th>Data</th>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>8120980 S</td>
<td>(5)</td>
<td>Marker Lights, Aero LED Light Emitting Diodes</td>
<td>0</td>
</tr>
<tr>
<td>8134070 O</td>
<td>(2)</td>
<td>Addi Dome/Reading Lights, Ceiling Mounted</td>
<td>0</td>
</tr>
<tr>
<td>8140120 S</td>
<td></td>
<td>Incandescent Square Stop/Turn/Tail/Backup LH/RH Square EOF or Dropped A-Brace</td>
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**Paint**

<table>
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<tr>
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<th>Description</th>
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<tr>
<td>8500710 O</td>
<td></td>
<td>Standard Paint Color Selection</td>
<td>0</td>
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<tr>
<td>8530770 S</td>
<td></td>
<td>1) Color Axalta Two Stage - Cab/Hood - Base Coat/Clear Coat</td>
<td>0</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>N85200 A- 0 L0006EY WHITE</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>N85400 HOOD TOP L0006EY WHITE</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>N85500 CAB ROOF L0006EY WHITE</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>N85200 FRAME N0001EA BLACK</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>N85700 BUMPER N0001EA BLACK</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>N85300 FENDER L0006EY WHITE</td>
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</table>

**Options Not Subject To Discount**

<table>
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<tr>
<th>Data</th>
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<th>Description</th>
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<tbody>
<tr>
<td>9400091 S</td>
<td>Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km</td>
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<tr>
<td>9400094 S</td>
<td>PACCGR PX-9 Standard Coverage 2 yrs/250,000 mi (402,330 km)/6,250 hrs</td>
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**Miscellaneous**

<table>
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<tbody>
<tr>
<td>9409800 O</td>
<td>2017 EPA Emissions Engine Warranty Only Body Company needs Mid October</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>9409843 O</td>
<td>Peterbilt NJPA Program Code</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>9409860 O</td>
<td>Presentation Created Using Featured Spec For Model</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

**Total Adjusted Price (W/O Freight & Warranty & Surcharges)**

- $145,067
- Freight Charge: $2,200
- Options Not Subject to Discount: $0
- Surcharges Not subject to Discount: $0
- Total Weight: 14913

**Prices and Specifications Subject to Change Without Notice.**

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 3/16/2018 4:00:54 PM  Complete Model Number: Model 348
Effective Date: Jan 1, 2018  Quote/DTP/CO: Q30012408
Prepared by: Rick Venuto  Version Number: 36.10
Fuel Tanks

<table>
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<tr>
<th>Position</th>
<th>Description</th>
<th>Size</th>
<th>Weight</th>
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<tbody>
<tr>
<td>Left Under</td>
<td>Aluminum 205 Gal. Fuel Tank (L/H)</td>
<td>140</td>
<td>0</td>
</tr>
<tr>
<td>Left Under</td>
<td>Aluminum 205 Gal. Fuel Tank (L/H)</td>
<td>140</td>
<td>0</td>
</tr>
<tr>
<td>Left Under</td>
<td>Aluminum 205 Gal. Fuel Tank (L/H)</td>
<td>140</td>
<td>0</td>
</tr>
<tr>
<td>Left Under</td>
<td>DEF Tank Small</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Right Under</td>
<td>Aluminum 205 Gal. Fuel Tank (L/H)</td>
<td>140</td>
<td>0</td>
</tr>
<tr>
<td>Right Under</td>
<td>Aluminum 205 Gal. Fuel Tank (L/H)</td>
<td>140</td>
<td>0</td>
</tr>
<tr>
<td>Right Under</td>
<td>Aluminum 205 Gal. Fuel Tank (L/H)</td>
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<tr>
<td>Right Under</td>
<td>DEF Tank Small</td>
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Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 3/16/2016 4:00:31 PM
Effective Date: Jan 1, 2018
Prepared by: Rick Venuso

Model Number: Model 348
Quote/DTPO/CO: G85912696
Version Number: 39.10
Horizontal Dimensions

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 3/16/2018 4:00:00 PM
Effective Date: Jan 1, 2018
Prepared by: Rick Venuso

Complete
Model Number: QBS12586
Quote/DTP: CO:
Version Number: 36.10

Model 348
April 20, 2018

Dave Waite
Co Evanston
2100 Ridge ave
Evanston IL. 60201
Dave.

JX Peterbilt – Wadsworth is pleased to present a price quotation for (1) New 2019 Peterbilt Model 348 with the enclosed specifications on Quote. Cab and Chassis only.

**NJPA Contract #081716-PMC**
Peterbilt Motors Company

<table>
<thead>
<tr>
<th><strong>Model 348 Cab and Chassis</strong></th>
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</thead>
<tbody>
<tr>
<td>List Price</td>
<td>$145,067.00</td>
</tr>
<tr>
<td>Model 348 NJPA discount (32.54%)</td>
<td>$(47,204.00)</td>
</tr>
<tr>
<td><strong>Total Truck w/discount</strong></td>
<td><strong>$ 97,862.00</strong></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th><strong>Sourced Goods and services</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Def, doc.fee, Fuel</td>
<td>$ 220.00</td>
</tr>
<tr>
<td>Floor plan Interest</td>
<td>$ 1,596.00</td>
</tr>
<tr>
<td>1 front and 1 rear spare with wheel supplied</td>
<td>$ 1,700.00</td>
</tr>
<tr>
<td><strong>Total sourced goods and services</strong></td>
<td><strong>$3,516.00</strong></td>
</tr>
</tbody>
</table>

**Optional Credit**
If full Cab and Chassis payment is made at delivery to Monroe a $1,596.00 credit may be taken at delivery.

| **348 cab and chassis** | **$97,862.00** |
| **Sourced goods and services total** | **$3,516.00** |
| **Total Final Customer Price** | **$101,378.00** |

Please feel free to contact me at 847.395.7222 with any questions. Thank you for the opportunity to earn your business.

Sincerely,

Rick Venuso
Sales Executive.
Cell 224 678 6669
JX Peterbilt – Wadsworth
To: Honorable Mayor and Members of the City Council  
Administration and Public Works Committee

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

Subject: 2018 Lakefront Concession Contract Renewal with Krave Concession LLC

Date: May 14, 2018

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute a one-year contract renewal between the City of Evanston and Krave Concession LLC for the Church and Clark Street food & drink stands and the lakefront mobile concessions (Lighthouse, Clark St., Greenwood St., South Blvd. and Lee Street) for the 2018 season. Krave Concession LLC is now owned by Brian Fogle, 5313 West 123rd Place, Alsip, Illinois 60803.

Funding Source:
Krave Concession LLC will pay the City $10,000 for the privilege of the 2018 permit. Revenue is budgeted in Business Unit 100.30.3080.53565 Lakefront Operations. The 2018 budget for concession permit revenue was projected at $10,000 and overall revenue for Lakefront Operations is $795,000.

Livability Benefit:
Economy and Jobs: Expand job opportunities and develop workforce.

Summary:
The term of the 2017 agreement included the option to renew their contract annually for up to two additional years. The lakefront mobile and Clark Street concession permit is from May 15, 2018 through September 3, 2018. The Church Street Food & Drink Stand permit is from May 15, 2018 through October 31, 2018.

Krave Concession will operate the Clark Street Beach and Mobile Lakefront Concessions daily from 11:30 am to 6:00 pm and the Church Street location on weekdays from 11:00am to 6:30pm and weekends from 10:00 am to 7:00 pm, weather permitting. The vendor must minimally provide the following items for sale: snack goods
(i.e., potato chips, candy bars and pretzels), ice cream, candy, water, soft drinks, and hot food, such as hot dogs and hamburgers. Also, in an effort to promote healthy lifestyle choices, the Parks, Recreation and Community Services Department staff has encouraged the concessionaire to provide several healthy foods and drink options, as well.

- 2017 Invitation to Submit a Proposal to Operate Concessions at the Evanston Lakefront

In February 2017, staff solicited Evanston and non-Evanston vendors to submit proposals for the Church and Clark Street Food & Drink Stand and the Lakefront Mobile Concessions. The only proposal received was from Krave Concession LLC.

Krave Concession LLC was first awarded the Lakefront Concession permit in 2009 and they have provided good services since first being awarded the permit. Mr. Fogle, the new owner of Krave Concession LLC is very knowledgeable about concession operations and currently operates refreshment stands at three Chicago Park District sites. He is also committed to hiring Evanston residents for open positions.

Attachment:
Contract Agreement with Krave LLC
LAKEFRONT CONCESSION LEASE AGREEMENT

BETWEEN

THE CITY OF EVANSTON, LANDLORD

AND

KRAVE CONCESSION, TENANT
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DESCRIPTION OF PREMISES</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>TERM</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>RENT</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>COMMON FACILITIES</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>USE OF PREMISES</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>SIGNS</td>
<td>6</td>
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<tr>
<td>7</td>
<td>DEFECTS; DEFECTIVE CONDITION; WIND; ACTS OF THIRD PERSONS</td>
<td>6</td>
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<tr>
<td>8</td>
<td>CASUALTY DAMAGE; REPAIRS; ABATEMENT OF RENT</td>
<td>7</td>
</tr>
<tr>
<td>9</td>
<td>REPAIRS AND MAINTENANCE</td>
<td>8</td>
</tr>
<tr>
<td>10</td>
<td>UTILITIES</td>
<td>8</td>
</tr>
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<tr>
<td>12</td>
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<td>LANDLORD’S RIGHT OF INSPECTION AND REPAIRS</td>
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<td>REMOVAL OF OTHER LIENS</td>
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<td>EXPENSES OF ENFORCEMENT</td>
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<td>EMINENT DOMAIN</td>
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<td>22</td>
<td>GOVERNMENTAL INTERFERENCE WITH POSSESSION</td>
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<td>23</td>
<td>PEACEFUL ENJOYMENT</td>
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<td>24</td>
<td>EFFECT OF WAIVER OF BREACH OF COVENANTS</td>
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<td>25</td>
<td>AMENDMENTS TO BE IN WRITING</td>
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<tr>
<td>26</td>
<td>PARTIES BOUND</td>
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<td>27</td>
<td>NOTICES</td>
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<td>28</td>
<td>MISCELLANEOUS</td>
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<td>VENUE AND JURISDICTION</td>
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<tr>
<td>30</td>
<td>FORCE MAJEURE</td>
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</table>
This Lease Agreement (the “Agreement” or “Lease”) shall take effect as of the date of execution of the Agreement by the City (the “Effective Date”). This Lease is by and between The City of Evanston, an Illinois home rule municipality and owner of subject Property (“Landlord”), whose main business office is located at 2100 Ridge Avenue, Evanston, Cook County, Illinois, “Landlord”, and Krave Concession, LLC., an Illinois limited liability company d/b/a “Krave Concession (“Tenant”). Landlord and Tenant may be referred to collectively as the “Parties”.

SECTION 1. DESCRIPTION OF PREMISES

A. TENANT PREMISES. Landlord leases to Tenant and for its exclusive use the concession spaces located at 1631 Sheridan Road and 1811 Sheridan, Evanston, Illinois 60201 (the “Premises”), and located within the buildings commonly known as the Arrington Lagoon Building and the Clark Street Beach Facility (“Property”). Additionally, the city hereby grants to the tenant the use of a concession wagon space within the park area at Lighthouse Beach, Clark Street Beach, Greenwood Street Beach, Lee Street Beach and South Blvd. Beach for the sale of food and beverages known hereinafter collectively as “Concessions.”

B. COMMON FACILITIES. The Property has various community programming for the Parks, Recreation and Community Services Department of the City of Evanston, and many other uses. The term “Common Facilities” as used in this Agreement will include those areas and facilities within the Property (outside of the Premises) for the nonexclusive use of Tenants in common with other authorized users, and includes, but is not limited to, café seating, patio seating, sidewalks, restrooms and open means of ingress and egress. Tenants will have the non-exclusive right to use the Common Facilities, including the washrooms referenced above. The Tenant may request for consideration to the Director of Park, Recreation and Community Services or his/her designee the use of the Arrington Lagoon party room for temporary overnight storage of equipment. If approved, the Tenant must adhere to the move in and move out time. Failure to comply will result in cancellation of this privilege.

C. Menu

The Tenant is expected to serve quality food and drinks to meet the needs of the visiting public. Simple menu items, such as sandwiches, hot dogs, nachos, and other snacks should be offered at competitive prices. Also, in an effort to promote healthy lifestyle choices, the Parks, Recreation and Community Services Department encourage the vendor to provide several healthy foods and drink options. Beverages should
include sodas, juice drinks, and bottled water. Beer and wine sales are not permitted.

D. **Operation/Classification**

The Tenant must provide all equipment necessary to operate the Church Street Food and Drink Stand, the Clark Street Food and Drink Stand and the mobile stands (trucks, trailers and pushcarts). The stands must adhere to state and local codes and be licensed with a City of Evanston Health Department License Permit prior to being placed in service. Stands will be allowed to park only in areas that have been pre-approved by the Director of the Parks, Recreation and Community Services Department.

The Church Street Food & Drink Stand is classified as a Category II concession by the Evanston Health Department.

E. **Employees**

The Vendor shall, at their cost and expense, provide an adequate number of employees to serve the public promptly, efficiently, and in a manner satisfactory to the Director of Parks, Recreation & Community Services. All employees shall be clad in neat and clean uniforms with name tags. The Vendor shall employ only competent persons who perform satisfactorily. The Director of Parks, Recreation and Community Services shall notify the Vendor, in writing, when any person employed on the premises is incompetent, disorderly, unsanitary or otherwise unsatisfactory. In response, the Vendor must immediately take corrective action with the person, up to removal from performing under this contract (permanently).

F. **Meetings.** Meetings shall be held as required at a City building and time to be designated and agreed upon mutually by the Tenant and the Director of Parks, Recreation & Community Services. The purpose of these meetings will include current operational problems, presentation of official requests for changes in schedules, accommodations, portions, products or policies and other pertinent business. The Director of Parks, Recreation and Community Services or designee(s) shall attend. The Tenant shall be represented at a minimum by one officer of the company, a partner if a partnership, or the owner, as applicable.
SECTION 2. TERM

- TERM DEFINED: Contracted season of May 15 through October 31, 2018. The term of this Agreement will be for the 2018 season.

- EVALUATION: At the end of the 2018 season, the Parties will meet to discuss the operations, hours of operation, special events, and any other operational concerns.

A. EVENTS IN THE PREMISES AND PROPERTY: Tenant is not the exclusive caterer for City sponsored events at the Property. However, the City will seek to utilize Tenant for events during the Term.

SECTION 3. RENT

- RATE: Lessee will be subject to

  In consideration for the use of the premises for the sale of concessions the Tenant agrees to pay the $10,000 permit fee in three equal payments. The first payment will be due on June 1st, the 2nd payment on July 15th and the final payment on September 1st.

A. PAYMENTS. The Rent outlined in Section 3[A] above shall be paid in accordance with said Section.

B. Any and all Rent PAYMENTS under this Lease shall be mailed to:

  City of Evanston
  Parks, Recreation, and Community Services Department
  2100 Ridge Avenue
  Evanston, IL 60201

SECTION 4. COMMON FACILITIES

A. MAINTENANCE BY LANDLORD: Tenant acknowledges that it leases the Premises, Common Facilities and remainder of the Property in as-is condition, and acknowledge that the Landlord has made no representations to the condition or has made any repairs to same. The Landlord or Landlord’s staff or other representatives have made no representations or assurances that it will alter or remodel the Premises or Property. Landlord shall, when necessary, as determined by Landlord, in its reasonable discretion or when required by applicable laws, perform, repair and maintain all of the following:
1. Exterior maintenance, including the foundation, exterior walls, slab, common area doors and roof;

2. A refuse container to be shared by all tenants in the Property to be located at the Property in reasonable proximity to the Premises. Landlord will contract, to have trash hauled from such container with reasonable frequency;

3. Electric facilities and systems, gas facilities and systems and the HVAC unit(s) and systems (including the portions of such systems serving the Premises exclusively). However, Landlord will not upgrade electric facilities to accommodate an increased capacity due to Tenant’s use and any upgrade in electrical will be at the sole cost and expense of Tenant and any work performed shall be done in consultation and review by the Landlord prior to work;

4. Plumbing and water facilities and systems (including the portions of such systems serving the Premises exclusively). However, Landlord will not upgrade plumbing facilities to accommodate an increased capacity due to Tenant’s use and any upgrade in plumbing will be at the sole cost and expense of Tenant and any work performed shall be done in consultation and review by the Landlord prior to work;

B. MAINTENANCE BY TENANTS:

1. All refuse from Premises to be placed in appropriate containers;

2. The Tenants will at all times maintain all of the Premises in a clean, neat and orderly condition. The Tenants will not use the Premises in a manner that will violate or make void or inoperative any policy of insurance held by the Landlord. The Tenants shall pay the Landlord for overtime wages for staff and for any other related expenses incurred in the event that repairs, alterations or other work in the Premises required or permitted hereunder are not made during ordinary Business Hours at the Tenant’s request.

3. Tenants will keep the interior non-structural portions of the Premises, including all interior, non-structural walls, surfaces and appurtenances (other than systems and any other items that Landlord is required to maintain pursuant to Section 4(A)), in good repair. Tenants shall be responsible for repairs, damages and losses for damages sustained outside the Premises to other Center property attributable to Tenant’s negligence or intentional misconduct. All such damage must be reported in writing to the Director of Parks, Recreation and Community
Services, or his/her designee, by the next City of Evanston business day, after discovery of such damage by Tenants.

4. Tenants are required upon lease termination to leave space in good repair and condition. Maintenance and repair issues which constitute a life and safety hazard must be corrected within twenty-four (24) hours after discovery by Tenants, provided that the issue can be fixed within that time frame. If the issue cannot be fixed within twenty-four (24) hours after discovery by Tenants, the Tenants must provide a schedule for repair within one (1) business day after discovery by Tenants to the Director of Parks, Recreation and Community Services for approval, which cannot be unreasonably withheld.

SECTION 5. USE OF PREMISES

A. PURPOSES: Tenant shall have the use of the premises solely for the purpose of purveying and selling of Concessions.

B. HOURS OF OPERATION AND LANDLORD ACCESS:

- Tenant shall have the right to conduct their business at Evanston beaches (Lighthouse, Clark St., Greenwood St., Lee St., and South Blvd.) from Memorial Day weekend from approximately 10:30 a.m. to 7:30 p.m. until Labor Day. However, the parks may be used by the public during all hours that the parks are open; parks close at 11:00 p.m. Concession services must be provided at all five of the swimming beaches.

- Tenant shall at a minimum operate refreshment concession services on weekends at the Arrington Lagoon Food & Drink Stand between the hours of 10:00 a.m. and 5:00 p.m., weather permitting or during hours designated and agreed upon with the Director of the Parks, Recreation and Community Services Department. The Arrington Lagoon Food & Drink Stand can remain open until October 31.

1. The Landlord shall have the right to retain a set of keys to the Premises, and Tenants shall not change any locks for the Premises to any other lock, other than a lock consistent with the Landlord’s master lock for the Property. The Tenants shall permit the Landlord to erect, use and maintain pipes, ducts, wiring and conduits in and through the Premises concealed to the greatest extent possible, above ceiling, under floor or in walls that don’t reduce the square footage of the Premises and don’t
materially affect Tenants’ use of the Premises. The Landlord shall have the right to enter upon the Premises with 24 hours prior written notice or without notice in case of an emergency, to control heat, electricity, to inspect the same, and to make such repairs, alterations, improvements or additions to the Facilities as the Landlord may deem necessary or desirable. Tenants will not cease any Rent payments while repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of the Tenants, or otherwise, provided Landlord shall complete such work as quickly as reasonably possible. Notwithstanding the foregoing, if a portion of the Premises is unusable for the purpose contemplated hereunder for a period of greater than 5 days (including, without limitation, as a result of a casualty or a condemnation or the repairs required in connection therewith), the fixed minimum monthly rental will be equitably reduced in the proportion that the unusable part of the Premises bears to the whole. The determination of the unusable space shall be reasonably determined by the Landlord based on square footage. Notwithstanding anything to the contrary contained herein, Landlord shall not have the right to alter the Premises except as expressly required or permitted hereunder. Notwithstanding the foregoing, if the repairs, alterations, improvements, or additions are at a Tenant’s request or if the repairs are necessitated by a Tenant’s actions, then the Tenants may not cease any rent for any period, unless the Premises are unusable as a result of the negligence or intentional misconduct of Landlord or its agents, employees or contractors. If a Tenant shall not be personally present to open and permit an entry into Premises, at any time, when for any reason an entry therein shall be necessary or permissible, the Landlord or the Lessor’s agents may enter the same by using the key, or may forcibly enter the same, without rendering the Landlord or such agents liable therefore (if during such entry the Landlord or the Lessor’s agents shall accord reasonable care to Tenants’ property), and without in any manner affecting the obligations and covenants of this Lease.

2. Nothing herein contained, however, shall be deemed or construed to impose upon the Landlord any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the Premises or any part thereof, other than as herein provided. The Landlord shall also have the right at any time without the same constituting an actual or constructive eviction and without incurring any liability to the Tenants therefore, to change the arrangement and/or location of Common Facilities, including entrances or passageways, doors and doorways, and corridors, stairs, toilets or public parts of the GM Center, and to close Common Facilities (as and when reasonably necessary for Landlord to perform its obligations hereunder or exercise its rights or as necessary due to Force Majeure), including entrances, doors, corridors or other
facilities. The Landlord shall not be liable to the Tenants for any expense, injury, loss or damage resulting from work done by persons other than the Landlord in or upon, or the use of, any adjacent or nearby building, land, street, or alley.

C. LOCKING OF PREMISES: All doors to the facilities must be kept locked at all times except during the Business Hours. STORAGE OF INFLAMMABLE MATERIALS: Tenants agree that they will not permit to be kept at the Premises any gasoline, distillate or other petroleum product, or other substance of an explosive or inflammable nature as may endanger any part of the premises without the written consent of the Landlord, provided that Tenants can maintain customary cleaning products in the Premises.

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

E. GARBAGE DISPOSAL: The Tenants will not incinerate any garbage or debris in or about the Premises, and will cause all containers, rubbish, garbage and debris stored in the Premises to be placed in the refuse container supplied by Landlord for the Property before accumulation of any substantial quantity.

F. PUBLIC REGULATIONS: In the conduct of its business on the Premises, Tenants will observe and comply with all laws, ordinances and regulations of public authorities. Tenants acknowledge that the Property is owned by the City of Evanston and therefore no smoking will be permitted at the Property.

G. OTHER MISUSE: Tenants will not permit any unlawful or immoral practice with or without his knowledge or consent, to be committed or carried on in the Premises by Tenants or any other person. Tenant will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

H. PARKING: One parking pass for the Church Street Boat Parking Lot will be provided to the Tenant.
SECTION 6. SIGNS: The Tenant shall be allowed to place suitable signs, approved in advance by the Director of Parks, Recreation and Community Services, informing the public of the nature of the services, pricing information and the name of the Tenant furnishing the services.

Tenants acknowledge that there are limitations from the City of Evanston Municipal Code of 2012, as amended, and the Code governs the application process and the details regarding size, type, and number of signs and Tenants agree to be bound by such ordinances. Landlord cannot make representations in a lease agreement that Tenants shall be entitled additional signage, a certain number of signs and/or dimensions of proposed signage, because the Tenants must make an application to the Sign Review Board, as provided by Code.

DEFECTS; DEFECTIVE CONDITION; WIND; ACTS OF THIRD PERSONS

Except as provided by Illinois law and except to the extent arising from the negligence or intentional misconduct of Landlord or its agents, employees or contractors, or from the breach of this Lease by Landlord, Landlord will not be liable to Tenants for any damage or injury to Tenants or Tenants' property occasioned by the failure of Landlord to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster, or stucco, nor for any damage or injury arising from any act, omission or negligence or co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Landlord’s agents or Landlord, all claims for any such damage or injury being hereby expressly waived by Tenants. Notwithstanding the foregoing, if any portion of the Premises unusable for the purpose contemplated hereunder for a period of greater than 5 days, the fixed minimum monthly rental will be equitably reduced in the proportion that the unusable part of the Premises bears to the whole. The determination of the unusable space shall be reasonably determined by the Landlord based on square footage.
SECTION 7. CASUALTY DAMAGE; REPAIRS; ABATEMENT OF RENT

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

B. RIGHT TO TERMINATE ON DESTRUCTION OF TWO-THIRDS OF PREMISES: Either Party will have the right to terminate this Agreement if, the Premises is damaged by a casualty to an extent exceeding two-thirds of the reconstruction cost of the Premises as a whole. If such damage occurs, this termination will be affected by written notice to the other Party, delivered within 90 days of the damage.

C. REPAIRS BY LANDLORD: If the Premises are damaged by a casualty before or after the start of the Agreement, then Landlord will immediately, on receipt of insurance proceeds paid in connection with casualty damage, but no later than sixty days after damage has occurred, proceed to repair the Property. Repairs will include any improvements made by Landlord or by Tenants with Landlord’s consent, on the same plan and design as existed immediately before the damage occurred, subject to those delays reasonably attributable to governmental restrictions or failure to obtain materials, labor or other causes, whether similar or dissimilar, beyond the control of Landlord. Materials used in repair will be as nearly like original materials as reasonably procured in regular channels of supply. Wherever cause beyond the power of the party affected causes delay, the period of delay will be added to the period in this lease for completion of the work, reconstruction or replacement.

D. REDUCTION OF RENT DURING REPAIRS: If a portion of the Premises is unusable for the purpose contemplated hereunder for a period of greater than 5 days, the fixed minimum monthly rental will be equitably reduced in the proportion that the unusable part of the Premises bears to the whole. The determination of the unusable space shall be reasonably determined by the Landlord based on square footage. No rent will be payable while the Premises is wholly unoccupied pending the repair of casualty damage.

E. FIRE AND CASUALTY. If the Premises are entirely destroyed by fire or another act of God, and Landlord elects to not rebuild the Premises, then this Agreement shall be terminated effective as of the date of the casualty.

SECTION 8. REPAIRS AND MAINTENANCE

Except to the extent any of the following is Landlord’s obligation pursuant to Section 4[A], Tenants shall keep the interior, non-structural portions of the Premises in a clean condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public...
officers thereunto duly authorized, all at Tenants’ own expense, and shall yield the same back to Landlord, upon the termination of this Agreement, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness and repair as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Except to the extent any of the following is Landlord’s obligation pursuant to Section 4[A], Tenant shall make all necessary repairs and renewals upon Premises and replace broken fixtures with material of the same size and quality as that broken. If, however, the Premises shall not thus be kept in good repair and in a clean condition by Tenants, as aforesaid, Landlord may enter the same, or by Landlord’s agents, servants or employees, without such entering causing or constituting a termination of this Agreement or an interference with the possession of the Premises by Tenants, and Landlord may replace the same in the same condition of repair and cleanliness as existed at the date of execution hereof, and Tenants agree to pay Landlord, in addition to the rent hereby reserved, the expenses of Landlord in thus replacing the Premises in that condition. Tenants shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

Tenants will also be in compliance with all laws and regulations during the entire term of this Agreement, except for repairs required of the Landlord to be made and damage occasioned by fire, hurricane or other causes as provided for in this Agreement.

SECTION 9. UTILITIES

Landlord agrees to pay before delinquency all charges for gas, water, heat, electricity, power and other similar charges incurred by Landlord or Tenants with respect to the Premises or the Property during the Term of this Agreement and Tenants’ occupancy of the Premises.

SECTION 10. TAXES

If applicable, Tenants will pay before delinquency all taxes levied on Tenants’ fixtures, equipment and personal property on the demised Premises, whether or not affixed to the real property. Landlord will pay all real estate taxes for the Property.

SECTION 11. INSURANCE

A. INSURANCE COMPANIES: It is agreed that any policies of insurance to be maintained by the respective parties will be obtained from good and solvent insurance companies. Only companies with an “A” Policyholder’s Rating with the Alfred Best Company will be acceptable.
B. TENANT TO OBTAIN LIABILITY INSURANCE: Tenants agree that they will, at their expense, maintain a policy of insurance, written by responsible insurance carriers, approved by Landlord that will insure Tenants against liability for injury to or death of persons or damage to property occurring about the Premises. Landlord will be named as an additional insured. The liability under insurance will be at least $1 million for any one person injured or killed or any one occurrence, $2 million general aggregate coverage for any one accident, and $100,000.00 property damage. Tenants will obtain an endorsement and Certificate of Insurance naming the Landlord as an additional insured from Tenants’ carrier (during the term of the Lease, including Premises Improvement construction) and all contractors during the construction of the Premises Improvements and any other renovation or construction at the Premises. Annually, Tenant shall provide copies of the insurance policy and all endorsements thereto to Landlord. Tenant shall send the policy to the Law Department on or before January 1st of every year this Lease is in effect. If the Tenant fails to comply with this requirement, that shall constitute a default by Tenant.

C. TENANTS TO OBTAIN WORKER’S COMPENSATION INSURANCE: Tenants agree to maintain employees’ Worker’s Compensation insurance required under Illinois law.

D. TENANTS TO OBTAIN INSURANCE ON FIXTURES AND EQUIPMENT: The Tenants agree to maintain on all trade fixtures and personal property in the Premises, a policy of insurance approved by the Landlord of at least 90% of the insurable replacement value of all trade fixtures and personal property.

E. TENANTS’ WAIVER OF CASUALTY INSURANCE PROCEEDS: If the Premises are damaged by fire or other casualty insured against, Tenants agree to claim no interest in any insurance settlement arising out of any loss where premiums are paid by Landlord, or where Landlord is named as sole beneficiary, and that it will sign all documents required by Landlord or the insurance company necessary in connection with the settlement of any loss.

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

G. TENANTS’ FAILURE TO INSURE: Should Tenants fail to keep in effect and pay for insurance as required by this section, the Landlord may terminate this Lease immediately.

SECTION 12. SUBLETTING; ASSIGNMENT

Tenant cannot sublet or assign this Lease Agreement without Landlord's consent, which consent can be withheld in Landlord's sole discretion.

SECTION 13. SURRENDER OF PREMISES; HOLDING OVER

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

SECTION 14. INDEMNIFICATION AND LIENS

A. LIENS AND ENCUMBRANCES: The Tenants will hold the Landlord harmless from all claims, liens, claims of lien, demands, charges, encumbrances or litigation arising out of any work or activity of Tenants on the Premises. Tenant wills, within sixty (60) days after filing of any lien, fully pay and satisfy the lien and reimburse Landlord for all resulting loss and expense, including a reasonable attorney’s fees. Provided, however, in the event that Tenants contest any lien so filed in good faith and pursues an active defense of said lien, Tenants shall not be in default of this paragraph. However, in the event of any final judgment against Tenants regarding such lien, Tenants agree to pay such judgment and satisfy such lien within 60 days of the entry of any such judgment.
B. DISCHARGE OF LIEN: If Tenants fail to fully discharge any claim, lien, claim of lien, demand, charge, encumbrance, or litigation, or should proceedings be instituted for the foreclosure of any lien or encumbrance, and if judgment is rendered against Tenants either by a court of competent jurisdiction or by arbitration and Tenants still persists in non-payment of the same within the 60 days set forth above, Landlord will have the right at any time after expiration of the 60-day period, to pay the lien or encumbrance. All amounts so paid will be repaid by the Tenants on demand, together with interest at the rate of __10__% per year from the date of payment and shall be considered additional rent owed to Landlord by Tenants.

C. INDEMNIFICATION OF LANDLORD: Except as otherwise provided in this Agreement, and except to the extent caused by the negligence or willful misconduct of Landlord, or its agents, employees or contractors, or by the breach of this Lease by Landlord, Tenants shall protect, defend, indemnify and save Landlord and its officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter, condition or thing that occurs in the Premises, which is not the result of Landlord’s negligence or willful misconduct, or (ii) any negligence or willful misconduct of Tenants, or their agents, employees or contractors.

D. INDEMNIFICATION OF TENANTS. Except as otherwise provided in this Agreement, and except to the extent caused by the negligence or willful misconduct of Tenants, or its agents, employees or contractors, or by the breach of this Lease by Tenants, Landlord shall protect, defend, indemnify and save Tenants and their officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter, condition or thing that occurs in the Common Facilities, which is not the result of Tenants’ negligence, or willful misconduct or (ii) any negligence or willful misconduct of Landlord, or its agents, employees or contractors.

SECTION 15. LANDLORD’S RIGHT OF INSPECTION AND REPAIRS

Tenants shall allow Landlord or any person authorized by Landlord reasonable access to the Premises during the Business Hours for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Landlord may see fit to make (provided that Landlord cannot make voluntary alterations or modifications to the Premises without Tenant’s consent). If the Tenants do not exercise the Option to renew the Lease and/or will be vacating the Premises at or prior to the end of the Term, Tenants will also allow Landlord to have placed upon the Premises at all times notices of “For Sale” and/or “For Rent” and Tenants will not interfere with the same.
SECTION 16.  DEFAULT AND REMEDIES

A.  EVENT OF DEFAULT:  Any one of the following events shall be deemed to be an event of default hereunder by Tenants subject to Tenants’ right to cure:

1.  Tenants shall fail to pay any item of Base Rent at the time and place when and where due and does not cure such failure within five (5) business days after Rent is due;

2.  Tenants shall fail to maintain the insurance coverage as set forth herein;

3.  Tenants shall fail to comply with any term, provision, condition or covenant of this Lease, other than the payment of rent, and shall not cure, any such failure, within fifteen (15) days after written notice to the Tenants of such failure;

4.  Tenants 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; or

B.  OCCURRENCE OF AN EVENT:  Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following remedies subject to the laws of the State of Illinois and the Tenants’ right to cure:

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

2. Landlord may recover from Tenants upon demand all of
Landlord’s costs, charges and expenses, including the fees and costs of
counsel, agents and others retained by Landlord which have been
incurred by Landlord in enforcing Tenants’ obligations hereunder, subject
to Landlord prevailing on its claims.

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

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

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

E. LANDLORD’S RIGHT TO PERFORM TENANTS’ DUTIES AT
TENANTS’ COST: If in Landlord’s judgment any default by Tenants will
jeopardize the Premises or the rights of Landlord, Landlord may, without notice,
elect to cure Tenants’ default and Tenants will reimburse Landlord, with interest,
on 10-days’ notice by Landlord to Tenants.
F. **LANDLORD’S RIGHT TO TERMINATE AGREEMENT:** If there is an event of default by Tenants as stated in Paragraph A of this section, Landlord may, without further notice, terminate this Agreement and all interest of Tenants and may take possession of the Premises by legal proceedings.

G. **LANDLORD’S RIGHT ON TERMINATION TO RECOVER AMOUNT EQUAL TO RENT RESERVED:** If this Agreement is terminated by Landlord due to any event of default by Tenants, Landlord will be entitled to recover from Tenants, at termination, the excess, if any, of the rent reserved in this Agreement for the balance of the term over the reasonable rental value of the Premises for the same period. The “reasonable rental value” will be the amount of rental Landlord can obtain as rent for the balance of the term.

H. **LANDLORD’S REMEDIES CUMULATIVE:** All of the remedies given to Landlord in this Agreement or by law are cumulative, and the exercise of one remedy by the Landlord will not impair its right to exercise any other right or remedy. Landlord shall not look to the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Tenants in seeking either to enforce Tenants’ obligations under this Agreement or to satisfy a judgment for Tenants’ failure to perform such obligations; and none of such parties shall be personally liable for the performance of Tenants’ obligations under this Agreement.

**SECTION 17. REMOVAL OF OTHER LIENS**

In event any lien upon Landlord’s title results from any act or neglect of Tenants and Tenants fail to remove said lien within thirty (30) days after Landlord’s notice to do so, Landlord may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof and Tenants shall pay Landlord upon request the amount paid out by Landlord in such behalf, including Landlord’s costs, expenses and attorney’s fees. If Tenants demonstrate to Landlord that Tenants are contesting the validity of said lien in good faith, then Landlord shall allow Tenants to so contest such lien until either Tenant either abandons such contest or a final verdict is reached in a court of competent jurisdiction. Any amount advanced on behalf of Tenants shall be paid to Landlord by Tenants within 30 days after such advancement is made together with interest at 9% per annum and such amount shall be considered additional rentals (including any overage provided in either of the two immediately preceding years).

**SECTION 18. REMEDIES NOT EXCLUSIVE**

The obligation of Tenants to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, by the service of any five-day notice, other
notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenants’ right to possession of the Premises. The Landlord may collect and receive any rent due from Tenants and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

SECTION 19. EXPENSES OF ENFORCEMENT

Tenants, if Landlord is the prevailing party, shall pay upon demand all Landlord’s costs, charges and expenses, including attorney’s fees, agents fees and fees of others retained by Landlord, incurred in enforcing any of the obligations of Tenants under this Agreement, or in any litigation, negotiation or transaction in which Landlord shall, without Landlord’s fault become involved through or on account of any action or omission of Tenants regarding this Agreement.

Landlord, if Tenants are the prevailing party, shall pay upon demand all Tenants’ costs, charges and expenses, incurred in enforcing any of the obligations of Landlord under this Agreement, or in any litigation, negotiation or transaction in which Tenant shall, without Tenants’ fault become involved through or on account of any action or omission of Landlord regarding this Agreement.

SECTION 20. EMINENT DOMAIN

A. MORE THAN 30 PERCENT TAKEN: If 30 percent or more of the Premises are taken for a public or quasi-public use, this Agreement will terminate as of the date of the physical taking, and the Parties will be released from all further liability.

B. LESS THAN 30 PERCENT TAKEN: If the taking affects less than 30 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 120 days after the date of the actual physical taking. However, if 25% percent or more of the Premises as a whole is taken, the Landlord may elect to terminate this Agreement, notwithstanding that less than 30 percent of the Premises were taken. On termination, the parties will be released from all further liability under this Agreement.

C. ABATEMENT OF RENT: During any repair, Tenants 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 Tenants will be required to pay the adjusted fixed minimum monthly rental in accordance with this Agreement (attributable to the portion of the Premises taken) and the remainder of the fixed minimum monthly rental shall be forever waived and forgiven by Landlord.

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, except that Tenants can make a claim for the unamortized portion of the cost incurred by Tenants for the Premises Improvements.

SECTION 21. GOVERNMENTAL INTERFERENCE WITH POSSESSION

Tenants will not be released from its obligation should their possession of the Premises be interfered with by adoption of any law, ordinance, resolution, regulation or act of any legal or governmental authority. Further, Tenants will not be released by any order of abatement or judgment preventing use of the premises on the ground that the Premises or the business operated there constitutes a legally recognized nuisance.

SECTION 22. PEACEFUL ENJOYMENT

Landlord covenants and warrants that it is the owner of the Property and Premises, and that Tenants, on payment of rents and performance of the conditions, covenants, and agreements to be performed by it, may enjoy the Premises without interruption or disturbance. Landlord covenants, represents and warrants that there is no mortgage, deed of trust or similar encumbrance affecting the Property, as of the date hereof.

SECTION 23. EFFECT OF WAIVER OF BREACH OF COVENANTS

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

SECTION 24. AMENDMENTS TO BE IN WRITING

This Agreement may be modified or amended only in writing signed by Landlord and Tenants. It may not be amended or modified by oral agreements between the Parties unless they are in writing duly executed by Landlord and Tenants.
SECTION 25. PARTIES BOUND

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

SECTION 26. NOTICES

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

If to the City:

City Manager  
2100 Ridge Avenue  
Evanston, IL 60201  
Fax: 847-448-8083

with a copy to:

Corporation Counsel  
2100 Ridge Avenue  
Evanston, IL 60201  
Fax: 847-448-8093

If to Tenants:

Krave LLC  
Attn: Brian Fogle  
5313 West 123rd Place  
Alsip, Illinois 60803

Service will be deemed complete at the time of the leaving of notice or within 2 days after mailing. In the event that it appears that Tenants are avoiding the service of any notice and is not present at the Premises for a period of more than 14 consecutive days, notices may be served by posting such notice upon the Premises. Notice shall than be deemed effective 5 days after such posting.

SECTION 27. MISCELLANEOUS

A. Provisions typed on this Agreement and all riders attached to this Agreement and signed by Landlord and Tenant are hereby made a part of this Agreement.
B. Tenant shall keep and observe such reasonable rules and regulations now or hereafter required by Landlord, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

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

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

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

F. In all cases where Landlord’s consent is required, Landlord’s consent shall not be unreasonably withheld.

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

SECTION 28. VENUE AND JURISDICTION

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

SECTION 29. FORCE MAJEURE

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

Landlord:

THE CITY OF EVANSTON,
an Illinois home rule municipal corporation

By: ________________________________ Date: ____________, 2018

Its: City Manager, Wally Bobkiewicz

Tenant:

Krave, LLC
An Illinois limited liability company

By: ________________________________ Date: ____________, 2018

Its: Owner, Brian Fogle
Memorandum

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

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

Subject: Contract Award for Parks, Recreation and Community Services Department
        2018 Summer Bus Transportation

Date: May 14, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a contract with First Student (1717 Park Street, Naperville, IL 60563) in the amount not to exceed $30,175. First Student was the lowest responsive bidder for the Parks, Recreation and Community Services Department 2018 summer bus transportation. They submitted a base bid of $26,175 and a $50.00 per hour cost for any additional trips that may be necessary. Staff recommends adding a $4,000 contingency amount to the base bid for additional trips or when either a city owned bus is out of service or a driver is not available to work.

Funding Source:
An allocation for transportation funding is budgeted in the following Business Units:

<table>
<thead>
<tr>
<th>Facility/Program</th>
<th>Business Unit</th>
<th>Total 2018 Budget Allocation</th>
<th>Available Fund Balance</th>
<th>Projected Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Crown Center</td>
<td>100.30.3030.62507</td>
<td>$8,750</td>
<td>$7,319</td>
<td>$4,150.00</td>
</tr>
<tr>
<td>Chandler Newberger Center</td>
<td>100.30.3035.62507</td>
<td>$30,450</td>
<td>$20,574</td>
<td>$3,075.00</td>
</tr>
<tr>
<td>Fleetwood-Jourdain Center</td>
<td>100.30.3040.62507</td>
<td>$20,500</td>
<td>$20,033</td>
<td>$5,500.00</td>
</tr>
<tr>
<td>Robert Crown Ice Center</td>
<td>100.30.3095.62507</td>
<td>$20,000</td>
<td>$20,000</td>
<td>$7,200.00</td>
</tr>
<tr>
<td>Ecology Camp</td>
<td>100.30.3610.62507</td>
<td>$24,000</td>
<td>$23,142</td>
<td>$4,375.00</td>
</tr>
<tr>
<td>Arts Programs</td>
<td>100.30.3720.62507</td>
<td>$4,000</td>
<td>$4,000</td>
<td>$1,875.00</td>
</tr>
</tbody>
</table>
Livability Benefit:
Economy and Jobs: Expand job opportunities.
Education, Arts & Community: Provide quality education form cradle to career.

Summary Bid 18-23:
The Parks, Recreation and Community Services Department operate a number of camp programs that take field trips to a variety of locations in Evanston and other Chicago/Suburban attractions. The following are examples of the transportation destinations: Evanston beaches, Evanston Township High School, Evanston Public Library, Chicago Theatre, Classic Bowl, Orbit Skate Center and various theme parks. There are approximately eighty one trips which contracted vendor transportation is needed. Transportation for the other one hundred and forty summer trips will be done using four city owned buses.

Four companies submitted bids for the 2018 summer bus transportation. Bids were directly sent to eight potential respondents and advertised on Demand Star. First Student submitted the lowest base bid of $26,175 for eighty one trips. In addition to the base bid, vendors were asked to submit a rate for additional trips, should one of the city’s buses not be available. Staff recommends adding a $4,000 contingency amount for additional trips to the base bid, should they be necessary. Total cost would not exceed $30,175.

Below is the bid summary:

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Base Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Student</td>
<td>$26,175 *(50.00 per hr.)</td>
</tr>
<tr>
<td>1717 Park Street</td>
<td></td>
</tr>
<tr>
<td>Naperville, IL 60563</td>
<td></td>
</tr>
<tr>
<td>Compass Transportation</td>
<td>$28,915 *(45.00 per hr.)</td>
</tr>
<tr>
<td>7508 St. Louis Avenue</td>
<td></td>
</tr>
<tr>
<td>Skokie, IL 60076</td>
<td></td>
</tr>
<tr>
<td>Alltown Bus Services</td>
<td>$31,832.00*(Did not submit a fee)</td>
</tr>
<tr>
<td>7300 N. St. Louis</td>
<td></td>
</tr>
<tr>
<td>Skokie, IL 60076</td>
<td></td>
</tr>
<tr>
<td>Positive Connections/Student Transportation of America</td>
<td>$35,186.08 *(55.00 per)</td>
</tr>
<tr>
<td>1532 Emerson Street</td>
<td></td>
</tr>
<tr>
<td>Evanston, IL 60201</td>
<td></td>
</tr>
</tbody>
</table>

*Pricing rate for additional trips, should they be necessary.
First Student provides transportation for a number of Northshore school districts and Park Districts. In checking references, we found they have done a good job of being on time and providing safe service. Additionally, the department had previously utilized First Student on an emergency basis, when city buses were out of service and they were reliable.

Attachment:
Contract Agreement with First Student
List of bus trips
CITY OF EVANSTON

PROFESSIONAL SERVICES AGREEMENT

The parties referenced herein desire to enter into an agreement for professional services for

2018 Summer Camp Bus Service
BID Number: 18-13

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this ___day of__________________, 20___, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and [Insert Professional Service Provider's name here], with offices located at [Insert address here], (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed $[Insert fee here].

COMENCEMENT DATE
Consultant shall commence the Services on June 11, 2018 or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

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

III. PAYMENTS

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

EXHIBIT H
IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City’s BID No. # 18-13 (Exhibit B) and Consultant’s Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit P).

V. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

G. **Payment.** Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation. City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City’s receipt of an invoice and all such supporting documentation.
H. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. EQUAL EMPLOYMENT OPPORTUNITY

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

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

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.
B. That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

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

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;

C. A description of sexual harassment utilizing examples;

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

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

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

VIII. CONSULTANT CERTIFICATIONS

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

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

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

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).
E. In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

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

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

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

IX. INTEGRATION

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

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

CONSULTANT:

By____________________
Its:____________________
FEIN Number:_____________
Date:__________________

CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201

By:____________________
Its: City Manager
Date:__________________
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<th>Destination Address</th>
<th>Depart from Location</th>
<th>Depart from Trip Location</th>
<th>Total Hours</th>
<th>Cost per trip</th>
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<td>End Time 1</td>
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</tr>
<tr>
<td>8/14</td>
<td>2</td>
<td>1655 Foster St.</td>
<td>2611 Sheridan Rd., Evanston, IL 60201</td>
<td>1:00 PM</td>
<td>3:30 PM</td>
<td>3.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>8/15</td>
<td>1</td>
<td>1028 Central St.</td>
<td>4105 N Harlem Ave., Norridge, IL 60706</td>
<td>9:15 AM</td>
<td>12:00 PM</td>
<td>3.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>8/15</td>
<td>1</td>
<td>James Park Field House</td>
<td>2024 McCormick Blvd., Evanston, IL 60201</td>
<td>9:00 AM</td>
<td>1:30 PM</td>
<td>4.50</td>
<td>$225.00</td>
</tr>
<tr>
<td>8/15</td>
<td>2</td>
<td>1655 Foster St.</td>
<td>2001 N Clark St., Chicago, IL 60614</td>
<td>10:45 AM</td>
<td>2:30 PM</td>
<td>3.75</td>
<td>$375.00</td>
</tr>
<tr>
<td>8/16</td>
<td>2</td>
<td>1028 Central St.</td>
<td>1 Great America Parkway, Gurnee, IL 60031</td>
<td>8:45 AM</td>
<td>3:00 PM</td>
<td>6.25</td>
<td>$625.00</td>
</tr>
<tr>
<td>8/16</td>
<td>1</td>
<td>1701 Main St.</td>
<td>4516 N Harlem Ave., Norridge, IL 60706</td>
<td>10:00 AM</td>
<td>3:00 PM</td>
<td>5.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>8/17</td>
<td>1</td>
<td>927 Noyes St.</td>
<td>448 W Barry Ave., Chicago, IL 60657</td>
<td>9:20 AM</td>
<td>12:00 PM</td>
<td>3.00</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

**Total Base Bid for Trips** $26,175.00

**Pricing for Additional Trips**

Should additional trips be necessary, please provide below a rate and pricing structure of how trips will be charged

*Pricing based on $50 per hour starting when bus arrives at pick up and concludes when the bus returns

**3 hour minimum for all trips
Memorandum

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

From: Hitesh Desai, Chief Financial Officer/Treasurer
       Ashley King, Budget & Finance Manager

CC: Wally Bobkiewicz, City Manager

Subject: First Quarter Financial Report for Fiscal Year 2018

Date: May 8, 2017

Recommended Action:
Staff recommends City Council accept and place the First Quarter Financial Report for FY 2018 on file.

Funding Source: N/A

Summary:
The City ended the first quarter of the 2018 fiscal year in stable financial condition. The City’s financial performance is the result of revenues remaining relatively consistent with budget targets and expenditures being below budgeted levels.

The chart below shows the Fund and Cash balance differences between the first quarter of 2017 and this first quarter 2018 report.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>11,561,044</td>
<td>19,734,012</td>
<td>12,288,418</td>
<td>17,933,253</td>
<td>727,374</td>
<td>(1,800,759)</td>
</tr>
<tr>
<td>Capital Fund</td>
<td>12,005,150</td>
<td>11,156,611</td>
<td>9,986,325</td>
<td>9,452,167</td>
<td>(2,018,825)</td>
<td>(1,704,444)</td>
</tr>
<tr>
<td>Parking Fund</td>
<td>6,959,523</td>
<td>7,111,190</td>
<td>6,077,091</td>
<td>6,400,845</td>
<td>(882,432)</td>
<td>(710,345)</td>
</tr>
<tr>
<td>Water Fund</td>
<td>7,585,169</td>
<td>6,753,008</td>
<td>5,783,305</td>
<td>9,262,038</td>
<td>(1,801,864)</td>
<td>2,509,030</td>
</tr>
<tr>
<td>Sewer Fund</td>
<td>3,443,076</td>
<td>6,194,629</td>
<td>2,831,969</td>
<td>5,396,091</td>
<td>(611,107)</td>
<td>(798,538)</td>
</tr>
<tr>
<td>Washington National TIF</td>
<td>8,033,746</td>
<td>8,954,827</td>
<td>6,526,496</td>
<td>6,451,700</td>
<td>(1,507,250)</td>
<td>(2,503,127)</td>
</tr>
<tr>
<td>Insurance Fund</td>
<td>362,886</td>
<td>(803,562)</td>
<td>(1,770,279)</td>
<td>(5,590,204)</td>
<td>(2,133,165)</td>
<td>(4,786,642)</td>
</tr>
<tr>
<td>All Other Funds</td>
<td>19,903,678</td>
<td>22,579,099</td>
<td>18,496,359</td>
<td>19,563,848</td>
<td>(1,407,319)</td>
<td>(3,015,251)</td>
</tr>
<tr>
<td>Total</td>
<td>69,854,272</td>
<td>81,679,814</td>
<td>60,219,684</td>
<td>68,869,738</td>
<td>(9,634,588)</td>
<td>(12,810,076)</td>
</tr>
</tbody>
</table>
The majority of the differences in fund and cash balance is in the following funds: Washington-National, Capital Improvements, Parking, Water, and Insurance as seen above. These differences are mainly due to the Infrastructure projects and debt service payments during the last 12 months. Washington-National’s 2018 balances included the start of the Fountain Square project, which was planned to spend down the TIF Fund balance. Similarly, the enterprise funds have various capital projects and the timing of those large projects causes fund and cash balances to fluctuate. The Insurance Fund difference is due to a variety of liabilities which change annually.

The General Fund has slightly more cash in the first quarter of 2018 than it did in 2017 but a lower overall fund balance.

March represents the third month of the City of Evanston’s 2018 fiscal year. As a result, it is too early to draw any meaningful conclusions or projections relative to the City’s financial performance in FY 2018. One area that has been notable in 2018 is the winter weather. The cold weather resulted in two outcomes compared to 2017:

1. More overtime expenses for public works and snow crews
2. Additional gas tax revenues from heating bills (32%)

Attachment 1 is a summary of the City’s funds for the first quarter of FY 2018. In reviewing these reports, please note the following:

- A majority of the revenues are recorded at the time they are actually received (permits, property taxes, fees, etc.), however, some revenues are recorded at the time of notification of the revenue being earned by the City (sales, income, telecommunications taxes, etc).

- State revenue sources are delayed by one to three months based on the revenue source in question.

- While some revenues are received on a monthly basis, other revenues are received less uniformly throughout the year. An example is property taxes, which are billed semi-annually and then distributed by the County as payments are received. This disbursal method contrasts with other revenue sources such as sales taxes, which are collected by the State and distributed on a monthly basis.

- Operating expenses, including payroll, are reported at the time they are incurred during the year. At year-end, the City often receives invoices after the close of the year, for services used or items purchased during the year. These expenses are recorded into the previous year for which they were incurred.
• Operating expenses are incurred on a uniform basis for items such as payroll, utilities, fuel, etc., and on an as needed basis for supplies, equipment and specific outsourced services.

General Fund Revenues:
General Fund revenues through the March 31, 2018 were $34,953,599 or 30.4%. During this same timeframe in 2017, the City received 28.5% of the General Fund Revenue budget. The first quarter performance of major General Fund revenue sources is summarized below:

• Through March 31, 2018 property tax revenue was $15,591,170 or 54.0% of budget. Many of these property taxes were paid in advance during the last part of 2017. For the past few years, all Police and Firefighter Pension property taxes are received into the General Fund. These taxes are then transferred to the respective pension funds. This is the reason that expenses for Police and Fire Departments are over the 25% goal for the month—54% of property taxes have been transferred (expensed) out of those departments into the Police and Fire Pension Funds.

• State income tax is $1,788,694 through March 31, 2018, achieving 25.5% of the budget target for this revenue item. State income tax is typically received in arrears by one or two months.

• Sales tax revenue in the first quarter of FY 2018 was $3,722,699 or 21.9% of budget. This is slightly higher than 2017 sales tax receipts for this quarter; typically sales tax has the highest collections in the third quarter.

• Real estate transfer tax through March 31, 2018 totaled $464,793 achieving 14.08% of the budget target for this item. This is lower than the $624K received during the first quarter of 2017 but in line with previous years. Traditionally colder months equate fewer home sales.

• Through March 31, 2018, licenses, permits, and fees were approximately 17.08% of budget at $2,117,412. During the first quarter of 2017, licenses permits and fees were 14% of budget.

All of the above revenues are in line with those received in 2017 and 2016 with exceptions as noted.

General Fund Expenditures:
Through March 31, 2018, General Fund expenditures were $30,145,087 or 26.4% of budget for FY 2018. It is important to note, for the General Fund, many expenditures / disbursements are not made evenly throughout the year. For example:
• Seasonal employee wages in Parks, Recreation and Community Services are typically charged during the summer months.
• Police Department assigns additional patrol details during the summer months.
• The first paycheck paid in January (January 12, 2018) has been partially charged back to 2017 (payroll ended January 7, 2018). This means that January only has 1 ½ payrolls booked. These expenses will "catch up" at year-end when December 2018 has 2 ½ payrolls.
• As previously stated, the expenses for Police and Fire now include the transfer of property taxes to their respective pension funds. 55% of this expense has been charged to these departments, pushing both over the 25% expense goal.

Staff will continue to monitor expenditures throughout the year and will provide regular reports to the City Council. The City will also be monitoring the progress of the State of Illinois current and future budgets and may recommend changes during discussion of the second quarter financial report in August.

Overall, a comparison between the first quarter of 2018 and the first quarters of 2016 and 2017 can be seen below. It is important to note that 2017 is the first year where Economic Development funds are included as revenues and expenses in the General Fund.

<table>
<thead>
<tr>
<th></th>
<th>Revenues</th>
<th>Expenses</th>
<th>Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Quarter 2016</td>
<td>24,389,104</td>
<td>20,297,732</td>
<td>4,091,372</td>
</tr>
<tr>
<td>First Quarter 2017</td>
<td>33,797,810</td>
<td>28,860,790</td>
<td>4,937,020</td>
</tr>
<tr>
<td>First Quarter 2018</td>
<td>34,953,599</td>
<td>30,145,087</td>
<td>4,808,512</td>
</tr>
</tbody>
</table>

**Enterprise Funds:**

Revenues Parking, Water, Sewer and Solid Waste Funds were all higher than expenses during the first quarter of 2018, producing a positive net through March 31, 2018. Similar to the General Fund, many enterprise fund revenues and expenses / disbursements do not occur evenly throughout the fiscal year. Generally, Water, Sewer, and Parking, capital expenses do not usually occur until the second and third quarters each year. Staff will continue to monitor and report on the performance of City enterprise fund revenues and expenditures throughout FY 2018.
A summary of Enterprise Revenue and Expenses is below:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Revenues</th>
<th>% of Budget</th>
<th>Expenses</th>
<th>% of Budget</th>
<th>Net Q1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking Fund</td>
<td>$2,704,493</td>
<td>24.30%</td>
<td>$1,213,050</td>
<td>9.40%</td>
<td>$1,491,443</td>
</tr>
<tr>
<td>Water Fund</td>
<td>$4,692,397</td>
<td>10.30%</td>
<td>$2,755,347</td>
<td>6.00%</td>
<td>$1,937,050</td>
</tr>
<tr>
<td>Sewer Fund</td>
<td>$3,704,013</td>
<td>25.20%</td>
<td>$2,457,849</td>
<td>16.60%</td>
<td>$1,246,164</td>
</tr>
<tr>
<td>Solid Waste Fund</td>
<td>$1,338,645</td>
<td>25.40%</td>
<td>$944,976</td>
<td>18.50%</td>
<td>$393,669</td>
</tr>
</tbody>
</table>

Attachments
Attachment 1: March 31, 2018 Monthly Financial Report
Attachment 2: 1st Quarter Investment Report
Memorandum

To: Wally Bobkiewicz, City Manager

From: Hitesh Desai, CFO/City Treasurer
       Ashley King, Budget & Finance Manager
       Kate Lewis-Lakin, Senior Management Analyst

Subject: March 2018 Monthly Financial Report

Date: May 4, 2018

Please find attached the unaudited financial statements as of March 31, 2018. A summary by fund for revenues, expenditures, fund and cash balances is as follows:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Fund Description</th>
<th>YTD Revenues</th>
<th>YTD Expenses</th>
<th>YTD Net</th>
<th>Fund Balance</th>
<th>Cash Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>GENERAL FUND</td>
<td>34,953,599</td>
<td>30,145,087</td>
<td>4,808,511</td>
<td>17,933,253</td>
<td>12,288,418</td>
</tr>
<tr>
<td>175</td>
<td>GENERAL ASSISTANCE FUND</td>
<td>498,379</td>
<td>216,416</td>
<td>281,963</td>
<td>926,462</td>
<td>926,462</td>
</tr>
<tr>
<td>176</td>
<td>HEALTH AND HUMAN SERVICES</td>
<td>207,136</td>
<td>34,833</td>
<td>172,303</td>
<td>184,080</td>
<td>161,487</td>
</tr>
<tr>
<td>180</td>
<td>GOOD NEIGHBOR FUND</td>
<td>235</td>
<td>250,000</td>
<td>281,963</td>
<td>752,119</td>
<td></td>
</tr>
<tr>
<td>185</td>
<td>LIBRARY FUND</td>
<td>3,563,294</td>
<td>1,424,221</td>
<td>2,139,073</td>
<td>3,123,845</td>
<td>3,123,448</td>
</tr>
<tr>
<td>186</td>
<td>LIBRARY DEBT SERVICE FUND</td>
<td>154,354</td>
<td>-</td>
<td>154,354</td>
<td>158,556</td>
<td>171,238</td>
</tr>
<tr>
<td>187</td>
<td>LIBRARY CAPITAL IMPROVEMENT FD</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>308,399</td>
<td>308,399</td>
</tr>
<tr>
<td>195</td>
<td>NEIGHBORHOOD STABILIZATION FUND</td>
<td>31</td>
<td>8,864</td>
<td>(8,833)</td>
<td>(11,275)</td>
<td>86,136</td>
</tr>
<tr>
<td>200</td>
<td>MOTOR FUEL TAX FUND</td>
<td>488,888</td>
<td>614,498</td>
<td>(125,610)</td>
<td>2,248,120</td>
<td>2,083,532</td>
</tr>
<tr>
<td>205</td>
<td>EMERGENCY TELEPHONE (E911) FUND</td>
<td>231,598</td>
<td>187,844</td>
<td>43,754</td>
<td>229,247</td>
<td>42,341</td>
</tr>
<tr>
<td>210</td>
<td>SPECIAL SERVICE AREA (SSA) #4</td>
<td>156,453</td>
<td>-</td>
<td>154,354</td>
<td>158,556</td>
<td>171,238</td>
</tr>
<tr>
<td>215</td>
<td>CDBG FUND</td>
<td>713</td>
<td>114,893</td>
<td>(114,180)</td>
<td>438,797</td>
<td>(350,682)</td>
</tr>
<tr>
<td>220</td>
<td>CDBG LOAN FUND</td>
<td>9,190</td>
<td>41,672</td>
<td>(32,482)</td>
<td>220,129</td>
<td>220,129</td>
</tr>
<tr>
<td>235</td>
<td>NEIGHBORHOOD IMPROVEMENT</td>
<td>38</td>
<td>38</td>
<td>-</td>
<td>170,209</td>
<td>170,209</td>
</tr>
<tr>
<td>240</td>
<td>HOME FUND</td>
<td>29,663</td>
<td>33,877</td>
<td>(4,215)</td>
<td>5,062</td>
<td>5,062</td>
</tr>
<tr>
<td>250</td>
<td>AFFORDABLE HOUSING FUND</td>
<td>43,749</td>
<td>23,186</td>
<td>20,563</td>
<td>1,497,106</td>
<td>1,501,523</td>
</tr>
<tr>
<td>300</td>
<td>WASHINGTON NATIONAL TIF FUND</td>
<td>2,965,916</td>
<td>1,776,760</td>
<td>1,189,156</td>
<td>6,451,700</td>
<td>6,526,496</td>
</tr>
<tr>
<td>320</td>
<td>DEBT SERVICE FUND</td>
<td>5,661,280</td>
<td>5,661,280</td>
<td>-</td>
<td>5,857,737</td>
<td>5,872,533</td>
</tr>
<tr>
<td>330</td>
<td>HOWARD-RIDGE TIF FUND</td>
<td>319,732</td>
<td>390,430</td>
<td>(70,698)</td>
<td>203,180</td>
<td>178,942</td>
</tr>
<tr>
<td>335</td>
<td>WEST EVANSTON TIF FUND</td>
<td>42,721</td>
<td>11,231</td>
<td>31,490</td>
<td>464,256</td>
<td>472,579</td>
</tr>
<tr>
<td>340</td>
<td>DEMPSTER-DODGE TIF FUND</td>
<td>26,404</td>
<td>26,404</td>
<td>20,395</td>
<td>20,395</td>
<td></td>
</tr>
<tr>
<td>345</td>
<td>CHICAGO-MAIN TIF</td>
<td>28,315</td>
<td>-</td>
<td>28,315</td>
<td>89,508</td>
<td>89,508</td>
</tr>
<tr>
<td>350</td>
<td>SPECIAL SERVICE AREA (SSA) #6</td>
<td>113,238</td>
<td>-</td>
<td>113,238</td>
<td>115,444</td>
<td>115,445</td>
</tr>
<tr>
<td>415</td>
<td>CAPITAL IMPROVEMENTS FUND</td>
<td>1,636,311</td>
<td>1,437,500</td>
<td>481</td>
<td>9,452,167</td>
<td>9,986,325</td>
</tr>
<tr>
<td>416</td>
<td>CROWN CONSTRUCTION FUND</td>
<td>146,799</td>
<td>146,799</td>
<td>-</td>
<td>393,882</td>
<td>394,062</td>
</tr>
<tr>
<td>420</td>
<td>SPECIAL ASSESSMENT FUND</td>
<td>99,662</td>
<td>143,674</td>
<td>(44,022)</td>
<td>2,953,687</td>
<td>2,950,142</td>
</tr>
<tr>
<td>505</td>
<td>PARKING SYSTEM FUND</td>
<td>2,704,493</td>
<td>2,457,849</td>
<td>1,246,164</td>
<td>5,396,091</td>
<td>2,831,969</td>
</tr>
<tr>
<td>510</td>
<td>WATER FUND</td>
<td>4,692,397</td>
<td>2,755,346</td>
<td>1,937,051</td>
<td>9,262,038</td>
<td>5,783,035</td>
</tr>
<tr>
<td>515</td>
<td>SEWER FUND</td>
<td>3,704,013</td>
<td>2,457,849</td>
<td>1,246,164</td>
<td>5,396,091</td>
<td>2,831,969</td>
</tr>
<tr>
<td>520</td>
<td>SOLID WASTE FUND</td>
<td>1,318,003</td>
<td>944,976</td>
<td>393,670</td>
<td>(775,344)</td>
<td>(1,434,827)</td>
</tr>
<tr>
<td>600</td>
<td>FLEET SERVICES FUND</td>
<td>753,638</td>
<td>673,078</td>
<td>80,560</td>
<td>438,797</td>
<td>(350,682)</td>
</tr>
<tr>
<td>601</td>
<td>EQUIPMENT REPLACEMENT FUND</td>
<td>333,909</td>
<td>328,203</td>
<td>5,706</td>
<td>1,082,682</td>
<td>855,224</td>
</tr>
<tr>
<td>605</td>
<td>INSURANCE FUND</td>
<td>4,370,907</td>
<td>4,613,076</td>
<td>(242,170)</td>
<td>(5,590,204)</td>
<td>(1,770,279)</td>
</tr>
</tbody>
</table>

|                  |                                   | 69,128,901   | 50,181,373   | 18,947,527  | 68,869,738     | 60,219,684   |

Please note that the values are unaudited and may be subject to adjustment.
Included above are the ending balances as of March 31, 2018 for both unreserved fund and cash balances. Of these two amounts, cash balance is the more meaningful metric since this represents liquid cash and/or invested assets which can be used (or easily sold) to support and fund current operations. While ending fund balance is also an important measurement of the City’s financial health, it usually includes illiquid assets or future cash receipts or disbursements such as receivables (including property tax) due to the City and accounts payable/accrued expenses.

The fund balances included in this financial report are based on unaudited 2017 year-end balances. These may change slightly during the Audit Process, which will be conducted during April 2018.

As of March 31, 2018, the General Fund is reporting a net surplus of $4,808,511. The General Fund balance is $17,933,253 with a cash balance of $12,288,418. The attached supplemental charts show the General Fund Revenues at 30.4% of budget and expenses at 26.4%. Fund and cash balances increased significantly in the first quarter due to the first installment of property taxes being received. This is the first of two annual installments. Additionally, the Insurance and Other Chargebacks category shows a high year-to-date expense, as this includes the transfer of property tax pension to the Police and Fire pension funds.

Through March 31, 2018, the Good Neighbor Fund is showing a negative fund balance of $247,881. This is because the revenue to this fund from Northwestern University is not received until later in the year. Transfers to other funds from the Good Neighbor Fund are made monthly to cover expenses throughout the year on designated projects.

Through March 31, 2018, the Neighborhood Stabilization Fund is showing a negative fund balance of $11,275. This is due to the timing of grant funding revenues.

Through March 31, 2018, the E911 Fund is showing negative cash balance of $84,299. This is due to timing of E911 revenues from the state and the expenses related to the replacement of Computer Aided Dispatch (CAD) and Police/Fire Records Software.

Through March 31, 2018, the SSA #4 Fund is showing a negative fund and cash balance of $42,341. This is due to the timing of payments to the Downtown Evanston group.

Through March 31, 2018, the CDBG fund is showing a negative fund balance of $50,086 and a negative cash balance of $50,073. This is due to a delay in reimbursements and will be repaid with draw-downs later in the year.

Through March 31, 2018, the Capital Improvements Fund is showing a fund balance of $9,452,167 and a cash balance of $9,986,325. Bond proceeds from the 2017A General Obligation Bonds were received in October, significantly increasing fund and cash balances.
Through March 31, 2018, the enterprise funds (Parking, Water, and Sewer) continue to spend down fund balance for capital projects.

Through March 31, 2018, the Solid Waste Fund has a negative fund balance of $775,345 and a negative cash balance of $1,434,827. The Solid Waste received a first installment of property taxes in the amount of $260,915.

Through March 31, 2018, the Insurance Fund is showing a negative fund balance of $5,590,204 and a negative cash balance of $1,770,279. Fund balance is lower than cash balance due to accrued liabilities for pending litigation.

If there are any questions on the attached report, please contact me by phone at (847) 448-8082 or by email: hdesai@cityofevanston.org. Detailed fund summary reports can be found at: http://www.cityofevanston.org/city-budget/financial-reports/.

CERTIFICATION OF ATTACHED FINANCIAL REPORTS

As required per Illinois Statute 65 ILCS 5/3.1-35-45 I, Hitesh Desai, Treasurer of the City of Evanston, hereby affirm that I have reviewed the March 31, 2018 year-to-date financial information and reports which to the best of my knowledge appear accurate and complete.

Hitesh Desai, Treasurer
## 2017 v 2018 Fund and Cash Balance-- General Fund

<table>
<thead>
<tr>
<th></th>
<th>January</th>
<th>February</th>
<th>March</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2017 Unreserved Fund Balance</strong></td>
<td>$15,453,984</td>
<td>$17,244,431</td>
<td>$19,450,955</td>
</tr>
<tr>
<td><strong>2018 Unreserved Fund Balance</strong></td>
<td>$16,512,558</td>
<td>$15,306,742</td>
<td>$17,933,253</td>
</tr>
<tr>
<td><strong>2017 Cash Balance</strong></td>
<td>$6,338,271</td>
<td>$6,393,110</td>
<td>$11,561,044</td>
</tr>
<tr>
<td><strong>2018 Cash Balance</strong></td>
<td>$8,905,448</td>
<td>$8,120,225</td>
<td>$12,288,418</td>
</tr>
</tbody>
</table>

### Graph

- **2017 Unreserved Fund Balance**
- **2018 Unreserved Fund Balance**
- **2017 Cash Balance**
- **2018 Cash Balance**

---

176 of 629
## March 2018 Financial Report

### Through 03/31/18

**Summary Listing**

### Fund 100 - GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2018 Budget</th>
<th>March 2018</th>
<th>YTD 2018</th>
<th>% Actual</th>
<th>2017 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Property Taxes</strong></td>
<td>28,849,196</td>
<td>9,231,027</td>
<td>15,591,170</td>
<td>54.0%</td>
<td>28,294,363</td>
</tr>
<tr>
<td><strong>Other Taxes</strong></td>
<td>49,742,274</td>
<td>4,945,882</td>
<td>11,463,052</td>
<td>23.0%</td>
<td>47,103,324</td>
</tr>
<tr>
<td><strong>Licenses, Permits and Fees</strong></td>
<td>12,397,400</td>
<td>662,204</td>
<td>2,117,412</td>
<td>17.1%</td>
<td>13,357,911</td>
</tr>
<tr>
<td><strong>Fines and Forfeitures</strong></td>
<td>3,897,500</td>
<td>251,007</td>
<td>862,229</td>
<td>22.1%</td>
<td>3,484,050</td>
</tr>
<tr>
<td><strong>Charges for Services</strong></td>
<td>10,077,550</td>
<td>703,854</td>
<td>2,146,589</td>
<td>21.3%</td>
<td>8,754,025</td>
</tr>
<tr>
<td><strong>Interfund Transfers</strong></td>
<td>7,748,417</td>
<td>618,143</td>
<td>1,854,428</td>
<td>23.9%</td>
<td>8,590,717</td>
</tr>
<tr>
<td><strong>Intergovernmental Revenue</strong></td>
<td>778,100</td>
<td>61,516</td>
<td>280,957</td>
<td>36.1%</td>
<td>1,468,393</td>
</tr>
<tr>
<td><strong>Other Revenue</strong></td>
<td>1,300,217</td>
<td>451,092</td>
<td>632,735</td>
<td>48.7%</td>
<td>1,376,447</td>
</tr>
<tr>
<td><strong>Interest Income</strong></td>
<td>50,100</td>
<td>1,580</td>
<td>5,026</td>
<td>10.0%</td>
<td>38,544</td>
</tr>
<tr>
<td><strong>REVENUE TOTAL</strong></td>
<td>114,840,754</td>
<td>16,926,306</td>
<td>34,953,599</td>
<td>30.4%</td>
<td>112,467,774</td>
</tr>
<tr>
<td><strong>CITY COUNCIL</strong></td>
<td>492,806</td>
<td>43,750</td>
<td>119,296</td>
<td>24.2%</td>
<td>498,172</td>
</tr>
<tr>
<td><strong>CITY CLERK</strong></td>
<td>191,784</td>
<td>13,699</td>
<td>34,729</td>
<td>18.1%</td>
<td>251,193</td>
</tr>
<tr>
<td><strong>CITY MANAGER’S OFFICE</strong></td>
<td>7,540,597</td>
<td>492,567</td>
<td>1,518,360</td>
<td>20.1%</td>
<td>7,621,948</td>
</tr>
<tr>
<td><strong>LAW</strong></td>
<td>736,346</td>
<td>59,333</td>
<td>161,702</td>
<td>22.0%</td>
<td>772,045</td>
</tr>
<tr>
<td><strong>ADMINISTRATIVE SERVICES</strong></td>
<td>9,075,303</td>
<td>741,843</td>
<td>1,908,134</td>
<td>21.0%</td>
<td>9,314,164</td>
</tr>
<tr>
<td><strong>COMMUNITY DEVELOPMENT</strong></td>
<td>3,614,774</td>
<td>332,400</td>
<td>740,827</td>
<td>20.5%</td>
<td>2,592,984</td>
</tr>
<tr>
<td><strong>POLICE</strong></td>
<td>38,391,099</td>
<td>5,350,603</td>
<td>11,925,751</td>
<td>31.1%</td>
<td>39,067,047</td>
</tr>
<tr>
<td><strong>FIRE MGMT &amp; SUPPORT</strong></td>
<td>23,934,390</td>
<td>3,677,433</td>
<td>7,669,995</td>
<td>32.0%</td>
<td>24,355,551</td>
</tr>
<tr>
<td><strong>HEALTH</strong></td>
<td>3,697,529</td>
<td>243,922</td>
<td>687,062</td>
<td>18.6%</td>
<td>3,071,334</td>
</tr>
<tr>
<td><strong>PARKS, REC. AND COMMUNITY SERV.</strong></td>
<td>11,955,812</td>
<td>743,246</td>
<td>1,994,044</td>
<td>16.7%</td>
<td>12,479,438</td>
</tr>
<tr>
<td><strong>PUBLIC WORKS AGENCY</strong></td>
<td>14,607,356</td>
<td>1,083,296</td>
<td>3,385,187</td>
<td>23.2%</td>
<td>13,983,314</td>
</tr>
<tr>
<td><strong>EXPENSE TOTAL</strong></td>
<td>114,237,796</td>
<td>12,782,903</td>
<td>30,145,087</td>
<td>26.4%</td>
<td>114,007,190</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2018 Budget</th>
<th>March 2018</th>
<th>YTD 2018</th>
<th>% Actual</th>
<th>2017 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Net Gain (Loss)</strong></td>
<td>602,958</td>
<td>4,144,213</td>
<td>4,808,511</td>
<td>(1,539,417)</td>
<td></td>
</tr>
</tbody>
</table>
### March 2018 Financial Report

**Through 03/31/18**

**Summary Listing**

<table>
<thead>
<tr>
<th></th>
<th>2018 Budget</th>
<th>March 2018</th>
<th>YTD 2018</th>
<th>% 2018 Actual</th>
</tr>
</thead>
</table>

#### Fund 505 - PARKING SYSTEM FUND

<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>2018 Budget</th>
<th>March 2018</th>
<th>YTD 2018</th>
<th>% 2018 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licenses, Permits and Fees</td>
<td>-</td>
<td>600</td>
<td>1,513</td>
<td>100.0%</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>6,676,575</td>
<td>630,864</td>
<td>1,586,255</td>
<td>23.8%</td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>4,217,040</td>
<td>347,253</td>
<td>1,041,760</td>
<td>24.7%</td>
</tr>
<tr>
<td>Intergovernmental Revenue</td>
<td>12,125</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>193,316</td>
<td>21,517</td>
<td>66,186</td>
<td>34.2%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>35,070</td>
<td>2,053</td>
<td>8,779</td>
<td>25.0%</td>
</tr>
<tr>
<td><strong>REVENUE TOTAL</strong></td>
<td>11,134,126</td>
<td>1,002,288</td>
<td>2,704,493</td>
<td>24.3%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expense Category</th>
<th>2018 Budget</th>
<th>March 2018</th>
<th>YTD 2018</th>
<th>% 2018 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary and Benefits</td>
<td>1,849,028</td>
<td>137,512</td>
<td>367,240</td>
<td>19.9%</td>
</tr>
<tr>
<td>Services and Supplies</td>
<td>3,451,775</td>
<td>70,754</td>
<td>358,436</td>
<td>10.4%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>2,450,000</td>
<td>8,254</td>
<td>8,254</td>
<td>0.3%</td>
</tr>
<tr>
<td>Insurance and Other Chargebacks</td>
<td>319,648</td>
<td>26,637</td>
<td>79,912</td>
<td>25.0%</td>
</tr>
<tr>
<td>Depreciation Expense</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>100.0%</td>
</tr>
<tr>
<td>Contingencies</td>
<td>11,000</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Debt Service</td>
<td>3,070,625</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>304,000</td>
<td>20,033</td>
<td>39,103</td>
<td>12.9%</td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>1,440,417</td>
<td>120,035</td>
<td>360,104</td>
<td>25.0%</td>
</tr>
<tr>
<td><strong>EXPENSE TOTAL</strong></td>
<td>12,896,493</td>
<td>383,225</td>
<td>1,213,050</td>
<td>9.4%</td>
</tr>
</tbody>
</table>

#### Fund 505 - PARKING SYSTEM FUND Totals

| Revenue Totals                            | 11,134,126  | 1,002,288  | 2,704,493| 24.3%         | 10,741,750    |
| EXPENSE TOTALS                             | 12,896,493  | 383,225    | 1,213,050| 9.4%          | 10,128,302    |

| Net Gain                                  | 1,762,367   | 619,064    | 1,491,443| 613,448       |
## March 2018 Financial Report

**Through 03/31/18**  
**Summary Listing**

<table>
<thead>
<tr>
<th>Fund</th>
<th>510 - WATER FUND</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE TOTALS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Licenses, Permits and Fees</td>
<td>70,000</td>
<td>1,810</td>
<td>4,325</td>
<td>6.2%</td>
<td>86,063</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>18,267,000</td>
<td>1,634,628</td>
<td>4,646,574</td>
<td>25.4%</td>
<td>17,255,947</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>27,333,656</td>
<td>8,941</td>
<td>12,343</td>
<td>0.0%</td>
<td>294,812</td>
</tr>
<tr>
<td>Interest Income</td>
<td>25,000</td>
<td>16,154</td>
<td>29,155</td>
<td>116.6%</td>
<td>35,784</td>
</tr>
<tr>
<td><strong>REVENUE TOTAL</strong></td>
<td>45,695,656</td>
<td>1,661,533</td>
<td>4,692,397</td>
<td>10.3%</td>
<td>17,672,605</td>
</tr>
<tr>
<td>Salary and Benefits</td>
<td>5,614,331</td>
<td>418,932</td>
<td>1,158,247</td>
<td>20.6%</td>
<td>5,958,873</td>
</tr>
<tr>
<td>Services and Supplies</td>
<td>4,655,410</td>
<td>151,176</td>
<td>447,006</td>
<td>9.6%</td>
<td>2,528,863</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>29,346,200</td>
<td>73,466</td>
<td>112,394</td>
<td>0.4%</td>
<td>11,408</td>
</tr>
<tr>
<td>Insurance and Other Chargebacks</td>
<td>468,492</td>
<td>39,041</td>
<td>117,123</td>
<td>25.0%</td>
<td>468,492</td>
</tr>
<tr>
<td>Depreciation Expense</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>2,470,280</td>
</tr>
<tr>
<td>Contingencies</td>
<td>1,000</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
</tr>
<tr>
<td>Debt Service</td>
<td>1,960,760</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>717,388</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>15,000</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>(203,530)</td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>3,602,313</td>
<td>306,859</td>
<td>920,577</td>
<td>25.6%</td>
<td>6,327,314</td>
</tr>
<tr>
<td><strong>EXPENSE TOTALS</strong></td>
<td>45,663,506</td>
<td>989,473</td>
<td>2,755,347</td>
<td>6.0%</td>
<td>18,279,088</td>
</tr>
</tbody>
</table>

**Fund Totals**

<table>
<thead>
<tr>
<th>510 - WATER FUND</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE TOTALS</strong></td>
<td>45,695,656</td>
<td>1,661,533</td>
<td>4,692,397</td>
<td>10.3%</td>
<td>17,672,605</td>
</tr>
<tr>
<td><strong>EXPENSE TOTALS</strong></td>
<td>45,663,506</td>
<td>989,473</td>
<td>2,755,347</td>
<td>6.0%</td>
<td>18,279,088</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund</th>
<th>510 - WATER FUND</th>
<th>Net Gain (Loss)</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>32,150</td>
<td>672,060</td>
<td>1,937,049</td>
<td>(606,483)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## March 2018 Financial Report

**Through 03/31/18**

**Summary Listing**

<table>
<thead>
<tr>
<th>Fund</th>
<th>515 - SEWER FUND</th>
<th>2018 Budget</th>
<th>March 2018</th>
<th>YTD 2018</th>
<th>%</th>
<th>Actual 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charges for Services</td>
<td>12,589,650</td>
<td>848,028</td>
<td>3,696,976</td>
<td>29.4%</td>
<td>12,477,657</td>
<td></td>
</tr>
<tr>
<td>Other Revenue</td>
<td>2,104,000</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>14,870</td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>5,000</td>
<td>4,015</td>
<td>7,037</td>
<td>140.7%</td>
<td>16,023</td>
<td></td>
</tr>
<tr>
<td><strong>REVENUE TOTAL</strong></td>
<td>14,698,650</td>
<td>852,043</td>
<td>3,704,013</td>
<td>25.2%</td>
<td>12,508,550</td>
<td></td>
</tr>
<tr>
<td>Salary and Benefits</td>
<td>1,274,709</td>
<td>100,637</td>
<td>277,730</td>
<td>21.8%</td>
<td>1,313,154</td>
<td></td>
</tr>
<tr>
<td>Services and Supplies</td>
<td>2,558,630</td>
<td>3,528</td>
<td>7,759</td>
<td>0.3%</td>
<td>88,677</td>
<td></td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>2,181,300</td>
<td>10,013</td>
<td>10,013</td>
<td>0.5%</td>
<td>7,676</td>
<td></td>
</tr>
<tr>
<td>Insurance and Other Chargebacks</td>
<td>269,988</td>
<td>22,499</td>
<td>67,497</td>
<td>25.0%</td>
<td>269,988</td>
<td></td>
</tr>
<tr>
<td>Depreciation Expense</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>3,530,787</td>
<td></td>
</tr>
<tr>
<td>Debt Service</td>
<td>7,540,066</td>
<td>1,276,838</td>
<td>1,846,931</td>
<td>24.5%</td>
<td>1,143,643</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>1,500</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>9,265</td>
<td></td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>991,677</td>
<td>82,640</td>
<td>247,919</td>
<td>25.0%</td>
<td>1,141,676</td>
<td></td>
</tr>
<tr>
<td><strong>EXPENSE TOTAL</strong></td>
<td>14,817,870</td>
<td>1,496,154</td>
<td>2,457,849</td>
<td>16.6%</td>
<td>7,504,867</td>
<td></td>
</tr>
</tbody>
</table>

**Fund Totals**

<table>
<thead>
<tr>
<th></th>
<th>515 - SEWER FUND</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE TOTALS</strong></td>
<td>14,698,650</td>
<td>12,508,550</td>
</tr>
<tr>
<td><strong>EXPENSE TOTALS</strong></td>
<td>14,817,870</td>
<td>7,504,867</td>
</tr>
</tbody>
</table>

**Fund Net Gain (Loss)**

<table>
<thead>
<tr>
<th></th>
<th>515 - SEWER FUND</th>
<th>Net Gain (Loss)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(119,220)</td>
<td>(644,111)</td>
<td>1,246,163</td>
</tr>
<tr>
<td>5,003,683</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## March 2018 Financial Report

Through 03/31/18

**Summary Listing**

<table>
<thead>
<tr>
<th>Fund</th>
<th>520 - SOLID WASTE FUND</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE TOTALS</strong></td>
<td></td>
<td>5,261,361</td>
</tr>
<tr>
<td><strong>Expense TOTALS</strong></td>
<td></td>
<td>5,109,701</td>
</tr>
</tbody>
</table>

### Fund 520 - SOLID WASTE FUND

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>March 2018</th>
<th>YTD 2018</th>
<th>2017 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Taxes</td>
<td>410,000</td>
<td>260,915</td>
<td>260,915</td>
<td>63.6%</td>
</tr>
<tr>
<td>License, Permits and Fees</td>
<td>275,000</td>
<td>14,448</td>
<td>14,448</td>
<td>5.3%</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>3,632,394</td>
<td>286,735</td>
<td>879,150</td>
<td>24.2%</td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>705,967</td>
<td>58,831</td>
<td>176,492</td>
<td>25.0%</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>238,000</td>
<td>6,333</td>
<td>7,640</td>
<td>3.2%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>5,261,361</td>
<td>627,262</td>
<td>1,338,645</td>
<td>25.4%</td>
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</table>

### Expense Totals

<table>
<thead>
<tr>
<th>Description</th>
<th>2018</th>
<th>March 2018</th>
<th>YTD 2018</th>
<th>2017 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary and Benefits</td>
<td>993,616</td>
<td>68,414</td>
<td>192,507</td>
<td>19.4%</td>
</tr>
<tr>
<td>Services and Supplies</td>
<td>3,488,676</td>
<td>224,080</td>
<td>670,294</td>
<td>19.2%</td>
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<tr>
<td>Capital Outlay</td>
<td>275,750</td>
<td>1,434</td>
<td>1,434</td>
<td>0.5%</td>
</tr>
<tr>
<td>Debt Service</td>
<td>21,797</td>
<td></td>
<td></td>
<td>0.0%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>7,500</td>
<td>150</td>
<td>150</td>
<td>2.0%</td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>322,362</td>
<td>26,864</td>
<td>80,591</td>
<td>25.0%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>5,109,701</td>
<td>320,940</td>
<td>944,976</td>
<td>18.5%</td>
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</table>

### Net Gain (Loss)

<table>
<thead>
<tr>
<th>Description</th>
<th>2018</th>
<th>March 2018</th>
<th>YTD 2018</th>
<th>2017 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund 520 - SOLID WASTE FUND Net Gain (Loss)</strong></td>
<td>151,660</td>
<td>306,322</td>
<td>393,670</td>
<td>(89,182)</td>
</tr>
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</table>
Memorandum

To: Wally Bobkiewicz, City Manager
From: Hitesh Desai, CFO/Treasurer
Subject: 1st Quarter 2018 - Cash and Investment Report
Date: May 8, 2018

Attached please find the Cash and Investment report as of March 31, 2018.

A comparison between the 2018 and 2017 first quarter investment reports indicate a
increase in combined cash & investments of $8,763,293 from $51,456,392
to $60,219,685. The increase was principally due to early property tax received. Cash and
investment changes from the previous period are summarized below:

<table>
<thead>
<tr>
<th></th>
<th>3/31/2018</th>
<th>12/31/2017</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>32,724,757</td>
<td>20,516,836</td>
<td>12,207,921</td>
</tr>
<tr>
<td>Investments</td>
<td>27,494,928</td>
<td>30,939,556</td>
<td>(3,444,628)</td>
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<tr>
<td>TOTAL</td>
<td>60,219,685</td>
<td>51,456,392</td>
<td>8,763,293</td>
</tr>
</tbody>
</table>

As of March 31, 2018, ledger balances showing the highest percentage of total deposits
was held by First Bank and Trust at $32.7M or 54.34% of the total. PMA Financial is in
custody of money market funds at approximately $15.0M, or 24.99%, and Certificates of
Deposits at $5.0M or 8.25%. Illinois Funds was at $4.6M or 7.58% and IMET was at
$1.0M or 1.98%. The allocation of Cash and Investments is in compliance with the City’s
investment policy to ensure no financial institution should have greater than 50% of the
city’s total deposits.

If you have any questions on this report or would like to discuss in greater detail, please
contact me by phone at (847) 448.8082 or by e-mail at hdesai@cityofevanston.org.
# Cash & Investments Bank

## March 31, 2018

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Bank</th>
<th>Rate</th>
<th>Amount</th>
<th>Fund #</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>IL Funds MMA US Bank</td>
<td>1.611</td>
<td>1,721,767</td>
<td>100</td>
<td>General</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IL Funds MMA US Bank</td>
<td>1.611</td>
<td>15,006</td>
<td>175</td>
<td>General Assistance</td>
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<td></td>
</tr>
<tr>
<td>IL Funds MMA US Bank</td>
<td>1.611</td>
<td>884,553</td>
<td>200</td>
<td>MFT</td>
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<td></td>
</tr>
<tr>
<td>IL Funds MMA US Bank</td>
<td>1.611</td>
<td>657,107</td>
<td>200</td>
<td>E911</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IL Funds MMA US Bank</td>
<td>1.611</td>
<td>370,319</td>
<td>250</td>
<td>Affordable Housing</td>
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<tr>
<td>IL Funds MMA US Bank</td>
<td>1.611</td>
<td>331,847</td>
<td>300</td>
<td>Washington National</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IL Funds MMA US Bank</td>
<td>1.611</td>
<td>338,505</td>
<td>320</td>
<td>US</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IL Funds MMA US Bank</td>
<td>1.611</td>
<td>10,135</td>
<td>380</td>
<td>Howard Ridge TIF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IL Funds MMA US Bank</td>
<td>1.611</td>
<td>21,484</td>
<td>415</td>
<td>Capital Improvements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IL Funds MMA US Bank</td>
<td>1.611</td>
<td>224,244</td>
<td>420</td>
<td>Special Assessment</td>
<td></td>
<td></td>
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<tr>
<td>IL Funds MMA US Bank</td>
<td>1.611</td>
<td>64,251</td>
<td>505</td>
<td>Parking</td>
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</tr>
<tr>
<td>IL Funds MMA US Bank</td>
<td>1.611</td>
<td>166,407</td>
<td>510</td>
<td>Water</td>
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<td></td>
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</table>

**US BANK Total**: 4,566,922

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Bank</th>
<th>Rate</th>
<th>Amount</th>
<th>Fund #</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Money Market Fund MMA IMET</td>
<td>1.244</td>
<td>124,583</td>
<td>300</td>
<td>Washington National</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Money Market Fund MMA IMET</td>
<td>3.083</td>
<td>3,583</td>
<td>320</td>
<td>Howard Ridge TIF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Money Market Fund MMA IMET</td>
<td>1.337</td>
<td>352,499</td>
<td>415</td>
<td>Capital Improvements</td>
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<tr>
<td>Money Market Fund MMA IMET</td>
<td>3.187</td>
<td>239,187</td>
<td>505</td>
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<tr>
<td>Money Market Fund MMA IMET</td>
<td>1.263</td>
<td>162,127</td>
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<td>Water</td>
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**IMET Total**: 914,197

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<th>Fund</th>
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<tbody>
<tr>
<td>Money Market Fund MMA PMA-SDA</td>
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<td>1,508,724</td>
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<tr>
<td>Money Market Fund MMA PMA-SDA</td>
<td>1.176</td>
<td>2,981,092</td>
<td>415</td>
<td>Capital Improvements</td>
<td></td>
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<tr>
<td>Money Market Fund MMA PMA-SDA</td>
<td>4.283</td>
<td>4,263,454</td>
<td>510</td>
<td>Parking</td>
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</tr>
<tr>
<td>Money Market Fund MMA PMA-SDA</td>
<td>1.060</td>
<td>3,307,922</td>
<td>510</td>
<td>Water</td>
<td></td>
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</tr>
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</table>

**PMA-SDA Total**: 15,049,059

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Bank</th>
<th>Rate</th>
<th>Amount</th>
<th>Fund #</th>
<th>Fund</th>
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<tbody>
<tr>
<td>Money Market Fund MMA PMA-CD</td>
<td>1.397</td>
<td>992,800</td>
<td>300</td>
<td>Washington National</td>
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<tr>
<td>Money Market Fund MMA PMA-CD</td>
<td>1.176</td>
<td>2,981,092</td>
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<td>Capital Improvements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Money Market Fund MMA PMA-CD</td>
<td>1.060</td>
<td>4,263,454</td>
<td>510</td>
<td>Parking</td>
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</tr>
<tr>
<td>Money Market Fund MMA PMA-CD</td>
<td>1.060</td>
<td>3,307,922</td>
<td>510</td>
<td>Water</td>
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</table>

**PMA-CD Total**: 4,965,292

<table>
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<tr>
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<th>Fund</th>
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<tbody>
<tr>
<td>Money Market Fund MMA PMA US. T. BILL</td>
<td>1.120</td>
<td>1,999,458</td>
<td>415</td>
<td>Debt Service</td>
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**PMA US. T. BILL Total**: 15,049,059

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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<th>Rate</th>
<th>Amount</th>
<th>Fund #</th>
<th>Fund</th>
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<tbody>
<tr>
<td>Cash</td>
<td>Cash</td>
<td>12,177,474</td>
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<td>Cash</td>
<td>Cash</td>
<td>971,857</td>
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<td>45,994</td>
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<td>Cash</td>
<td>Cash</td>
<td>919,029</td>
<td>15</td>
<td>Good Neighbor</td>
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<tr>
<td>Cash</td>
<td>Cash</td>
<td>3,967,418</td>
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<td>Library</td>
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<td>Cash</td>
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<td>Cash</td>
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<td>308,399</td>
<td>15</td>
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<td>Cash</td>
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<td>91,158</td>
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<td>Neighborhood Stabilization</td>
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<td>Cash</td>
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<td>E911</td>
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<td></td>
</tr>
<tr>
<td>Cash</td>
<td>Cash</td>
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<td>15</td>
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<tr>
<td>Cash</td>
<td>Cash</td>
<td>30,590</td>
<td>15</td>
<td>CDBG</td>
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<tr>
<td>Cash</td>
<td>Cash</td>
<td>213,680</td>
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<td>CD Loan</td>
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<td>Cash</td>
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<td>170,183</td>
<td>15</td>
<td>Neighborhood Improvement</td>
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<td>Cash</td>
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<td>15</td>
<td>Home</td>
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<tr>
<td>Cash</td>
<td>Cash</td>
<td>1,901,019</td>
<td>15</td>
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<td>Cash</td>
<td>Cash</td>
<td>5,260,426</td>
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<tr>
<td>Cash</td>
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<td>4,023,636</td>
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<td>Debt</td>
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<tr>
<td>Cash</td>
<td>Cash</td>
<td>434,109</td>
<td>15</td>
<td>Howard Ridge</td>
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<td>Cash</td>
<td>0</td>
<td>15</td>
<td>West Evanston</td>
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<tr>
<td>Cash</td>
<td>Cash</td>
<td>0</td>
<td>15</td>
<td>Dempster-Dodge-TIF</td>
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<tr>
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<td>89,508</td>
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<td>Cash</td>
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<td>110,445</td>
<td>15</td>
<td>Special Service Area (SSA) #6</td>
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<tr>
<td>Cash</td>
<td>Cash</td>
<td>0</td>
<td>15</td>
<td>Capital Improvements</td>
<td></td>
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<tr>
<td>Cash</td>
<td>Cash</td>
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<td>15</td>
<td>TIF Construction</td>
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<td>Cash</td>
<td>Cash</td>
<td>2,765,397</td>
<td>15</td>
<td>Special Assess</td>
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<tr>
<td>Cash</td>
<td>Cash</td>
<td>3,133,111</td>
<td>15</td>
<td>Parking</td>
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<td></td>
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<tr>
<td>Cash</td>
<td>Cash</td>
<td>653,953</td>
<td>15</td>
<td>Water</td>
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<tr>
<td>Cash</td>
<td>Cash</td>
<td>3,050,184</td>
<td>15</td>
<td>Sewer</td>
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<tr>
<td>Cash</td>
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<td>0</td>
<td>15</td>
<td>SSD 4</td>
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<td>Cash</td>
<td>Cash</td>
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<td>15</td>
<td>Fleet</td>
<td></td>
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<tr>
<td>Cash</td>
<td>Cash</td>
<td>566,673</td>
<td>15</td>
<td>Equipment Replacement</td>
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</tbody>
</table>

**Total Cash**: 27,494,928

**Cash & Investments Bank**: 60,219,685

<table>
<thead>
<tr>
<th>Total Investments &amp; Cash</th>
<th>Investment</th>
<th>Cash</th>
</tr>
</thead>
<tbody>
<tr>
<td>60,219,685</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Interfunds & negative cash**: (8,728,687)

**Net Cash**: 32,724,757

**City of Evanston**

**Cash & Investments Bank**

**March 31, 2018**

**CASH / INVESTMENT Investments**

<table>
<thead>
<tr>
<th>Description</th>
<th>Investment</th>
<th>Cash</th>
</tr>
</thead>
</table>
| 1st Bank    | 32,724,757        |      | 54.34%  
| PMA-SDA     | 15,049,059       | 24.99%  
| PMA-CD      | 4,965,292       | 8.25%   
| US. T. BILL | 1,999,458      | 3.32%   
| IMET        | 914,197         | 1.52%   
| IL Funds    | 4,566,922       | 7.68%   
<p>| Total       | 27,494,928      | 100.00% |</p>
<table>
<thead>
<tr>
<th>Investment Description</th>
<th>Type</th>
<th>Bank</th>
<th>Rate</th>
<th>Est. Income</th>
<th>Amount</th>
<th>Fund #</th>
<th>Fund Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>IL Funds</td>
<td>MMA US Bank</td>
<td>1.611</td>
<td>6,934</td>
<td>1,721,767</td>
<td>100</td>
<td>General</td>
<td></td>
</tr>
<tr>
<td>IL Funds</td>
<td>MMA US Bank</td>
<td>1.611</td>
<td>60</td>
<td>15,006</td>
<td>175</td>
<td>General Assistance</td>
<td></td>
</tr>
<tr>
<td>IL Funds</td>
<td>MMA US Bank</td>
<td>1.611</td>
<td>3,965</td>
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<td>IL Funds</td>
<td>MMA US Bank</td>
<td>1.611</td>
<td>2,646</td>
<td>657,107</td>
<td>205</td>
<td>E911</td>
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<tr>
<td>IL Funds</td>
<td>MMA US Bank</td>
<td>1.611</td>
<td>1,491</td>
<td>370,319</td>
<td>250</td>
<td>Affordable Housing</td>
<td></td>
</tr>
<tr>
<td>IL Funds</td>
<td>MMA US Bank</td>
<td>1.611</td>
<td>0</td>
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| 67,258                | 27,494,928 |
Memorandum

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
   Lara Biggs, P.E., Bureau Chief – Capital Planning / City Engineer

Subject: Disposition of Waste Transfer Tipping Fees / Station Project Funding

Date: May 9, 2018

Recommended Action:
Staff recommends City Council: 1) receive update on waste transfer tipping fees; 2) authorize the City Manager to pursue cost proposals for an environmental monitoring study at the waste transfer station operated by Advanced Disposal at 1711 Church Street and to purchase the environmental monitoring equipment needed for the study. The study is estimated to cost $25,000 and the equipment costs are estimated to be $167,500, for a total estimated cost of $192,500.

Funding Source:
Staff recommends that $200,000 of 2018 GO Bond funds be provided for this work.

Livability:
Built Environment: Enhance public spaces; Address indoor and outdoor air quality and light pollution
Health and Safety: Promote healthy, active lifestyles

Host Community Agreement Background Information:
The waste transfer station (WTS) located at 1711 Church Street began its operations in 1984. The State of Illinois through the Illinois Environmental Protection Agency (IEPA) retains sole jurisdiction to locate and permit the WTS and IEPA has continuously issued permits for operations since that time. The City has no statutory or regulatory authority under Illinois law to shut down or forcibly relocate the WTS.

In 2011, the City litigated claims brought against it by Veolia Environmental n/k/a Advanced Disposal Services Solid Waste Midwest, LLC, regarding the Transfer Station Fee imposed in connection with the WTS operations. This fee was unilaterally imposed by the City over Veolia’s objection.
The City committed Veolia/Advanced to paying the fee while the litigation was pending. The City collected $1,263,247.90 in Transfer Fees since 2011 until the settlement was reached in 2016. The fees collected were sequestered by the City and remained unspent in a set-aside City account. Under the settlement, the City kept all of the WTS fees paid since 2011.

Council adopted Ordinance 8-O-16 on March 14, 2016 authorizing a Host Community Agreement (HCA) with Advanced Disposal for the WTS. The HCA establishes several terms:

- A Transfer Station Manager shall have an office at the property and be the City’s point of contact for all matters relating to the WTS and that all citizen complaints will be responded to within 24 hours.
- City inspection of the WTS
- Host fee based on a per ton fee on each ton of waste transferred through the WTS
- Construction of a Tarping Station and site entrance improvements

The initial host fee is $0.75 per ton and began on January 1, 2018. The host fee is to be paid no later than the thirtieth day following the close of a calendar quarter; therefore the first host fee payment is due by April 30, 2018. The host fee is estimated to generate $90,000 to $110,000 per year.

Financial Background Information:
In 2016, the $1,263,248 collected in transfer fees since 2011 was deposited into the General Fund. At the May 23, 2016 Council Meeting staff presented a recommendation to allocate $500,000 of the transfer fees to the City General Fund Reserve and $763,248 to the City’s Capital Projects Fund and requested direction for the process of determining the spending of the Capital Project Fund proceeds. This item was held at the Council meeting.

Since this recommendation was held at Council, the FY2017 budget did not include the proposed transfer to the Capital Project Fund and funds remained in the General Fund and were therefore included in the General Fund’s fund balance for the 2016 audit. During discussion of the close of the FY2017 budget staff indicated that the transfer fee funds would remain in the general fund, but proposed that $200,000 of the funds would be transferred to the Capital Fund and shown as an expense to the General Fund. Due to other revenue sources being under estimates, this transfer was not made.

The adopted 2018 budget does not include the transfer of $200,000 to the Capital Fund. However, the Capital Improvement Plan in the FY2018 budget includes the following items:

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<th>Project Title</th>
<th>FY2018 GO Bond</th>
<th>Other Funds</th>
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<td><strong>TOTAL</strong></td>
<td><strong>$460,000</strong></td>
<td><strong>$192,500</strong></td>
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Analysis:
On February 19, 2018, staff gave an update on the Robert Crown Community Center Project. During this presentation, staff indicated that the City would need to reduce the GO Bond issue to $9M for all projects other than the Crown project and the Library project. This would keep Capital spending relatively flat compared to prior years. The FY2018 budget anticipated selling over $12M in GO Bonds, to fund capital projects, indicating that just over $3M of capital projects will need to be deferred.

Staff asks that the City Council review source of funding and timing of alley improvement projects. Staff is recommending that the funding for the environmental monitoring study and equipment be funded by 2018 GO bonds.

Attachments:
Host Community Agreement
HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT ("Agreement") is executed this [16th] day of
[April], 2016, by the City of Evanston, Illinois, an Illinois municipal corporation (the
"City") and Advanced Disposal Services Solid Waste Midwest, LLC, a Wisconsin limited
liability company ("ADS").

WHEREAS, ADS is the owner of property located at 1711 Church Street, Evanston,
Illinois, legally described in Exhibit A of this Agreement ("Property"); and

WHEREAS, on October 17, 1983, the City Council approved the siting of a waste
transfer station at the Property, pursuant to Section 39.2 of the Illinois Environmental Protection
Act ("Act"), 415 ILCS 5/39.2; and

WHEREAS, on February 27, 1984, the Illinois Environmental Protection Agency
("Illinois EPA") issued Permit No. 1984-2-DE/OP to develop and operate a waste transfer station
at the Property ("Transfer Station") and the Property has been continuously permitted by the
Illinois EPA to operate the Transfer Station at the Property; and

WHEREAS, on December 1, 2010, the Illinois EPA issued Supplemental Permit No.
2010-461, approving a tarping station along the west property line of the Transfer Station
("Tarping Station"); and

WHEREAS, on September 29, 2011, the Illinois EPA issued Supplemental Permit No.
2011-286, approving the revised plan for improvements to the entrance to the Transfer Station
("Site Entrance Improvements"); and

WHEREAS, ADS is the current owner and operator of the Transfer Station; and

WHEREAS, ADS and the City are desirous that ADS complete the Tarping Station and
Site Entrance Improvements, as provided herein; and

WHEREAS, ADS is desirous of earning the good will of the citizens of the City and the
City is desirous of protecting the health, safety and welfare of its citizens by the measures set
forth herein; and

WHEREAS, ADS is willing to pay to City, and the City desires to accept Host Fees as
hereinafter set forth.

NOW, THEREFORE, the preceding recitals are incorporated by reference herein and in
consideration of the mutual obligations undertaken herein, the receipt and sufficiency of which
are hereby acknowledged, it is mutually understood and agreed by ADS and the City as follows:

1. TERM OF AGREEMENT: This Agreement is effective on the date signed ("Effective
Date") and shall expire on the date on which the use of the Property permanently ceases
to be used as a Transfer Station or upon the certified closure of the Transfer Station by the
Illinois EPA ("Termination Date"), unless earlier terminated, as provided herein.

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However, the obligation to pay a Host Fee, as provided in Paragraph 4 of this Agreement, shall not commence until January 1, 2018 (the “Commencement Date”).

2. COMMUNICATION, COMPLAINT INVESTIGATION AND Resolution:

From and after the Effective Date:

a. The Transfer Station Manager shall be the City’s point of contact for matters relating to the Transfer Station or this Agreement;

b. The Transfer Station Manager shall have an office at the Property;

c. The Transfer Station shall maintain a telephone number to receive, respond to and address public inquiries, complaints, and customer calls. This phone number will be answered by a person employed or retained by ADS during regular business hours;

d. In addition, ADS shall provide the City with the Transfer Station Manager’s mobile phone number for use by the City after regular business hours;

e. All citizen complaints will be responded to by ADS within twenty-four (24) hours of receipt, and investigated within a reasonable time thereafter, unless otherwise agreed to by the complaining citizen or the City Manager;

3. CITY INSPECTION OF THE TRANSFER STATION: The City may, during regular business hours of the Transfer Station, inspect the Transfer Station for compliance with this Agreement and conditions of any Illinois EPA permit, as well as any other applicable statute, law, ordinance or regulation. Prior to any such inspection, the City shall check-in at the Transfer Station office and shall be accompanied by an employee of the Transfer Station and follow all safety rules of ADS.

4. HOST FEES:

a. Commencing on the Commencement Date and ending on the Termination Date, ADS shall pay to the City a per ton fee on each ton of waste transferred through the Transfer Station for disposal (“Host Fee”). The initial Host Fee shall be equal to seventy-five cents ($0.75) per ton. Increases in the Host Fee will take effect on the 4th, 8th, 12th and 20th anniversaries of the Commencement Date, as follows: (i) to eighty cents ($0.80) per ton on January 1, 2022; (ii) to eighty-five cents ($0.85) per ton on January 1, 2026; (iii) to ninety cents ($0.90) per ton on January 1, 2030; and (iv) to $1.00 per ton on January 1, 2034. On every anniversary of the Commencement Date thereafter, the Host Fee shall increase two percent (2%) per annum.

b. The Host Fee shall be paid no later than the thirtieth (30th) day following the close of a calendar quarter (for example, such payment is due on April 30th for the first calendar quarter ending March 31st) without demand from the City.
c. ADS shall keep complete and accurate books and records relating to the determination of the Host Fees to be paid under this Agreement for three (3) years from the date on which payments to the City were made. Additionally, with each payment to the City, ADS shall submit to the City in both digital and hard copy form an accounting of the amount of fees payable to the City, including the basis for those fees.

d. ADS shall provide the City, at the City's request, with weight receipts from a certified scale at the Transfer Station. Additionally, ADS shall permit the City's designated representatives, upon reasonable notice, access to such books and records for inspection, audit, and photocopying during ADS’s normal business hours. The City shall maintain as confidential the information that it derives from ADS’s books and records, except to the extent the City obtains documents from ADS that must be disclosed pursuant to the Illinois Freedom of Information Act, or other applicable Illinois law. ADS agrees to reasonably cooperate with the City in the event the City is required to respond to Illinois of Freedom Act requests that call for the production of documents related to the Agreement. However, the City shall be permitted to disclose the information it obtains from ADS to employees and consultants that the City believes, in its reasonable discretion, such disclosure is appropriate in order to monitor and ensure ADS’s compliance with the terms and conditions of this Agreement. In no event, however, is ADS required under this Agreement to reveal to the City its hauling or Transfer Station customer list(s), as the City acknowledges that information is proprietary, and if the books and records that are kept and relate to Host Fees also contain customer lists or other confidential or privileged information, ADS may, at its sole discretion, redact any and all portions of the information prior to providing the books and records to the City and/or copies of any document to the City, as long as the redaction does not remove any numerical information such as tare and weight of trucks. Further, in the event ADS does not redact such documents at the time the City views them, but later redacts when the City requests copies, such failure to redact is not a waiver of the confidentiality or privilege of the redacted information. In the event that any such inspection/audit reveals any underpayment of Host Fees, ADS shall within fifteen (15) days of receipt of notice of underpayment by the City, pay the City the amount(s) of such underpayment(s). In the event that such inspection reveals any overpayment(s) of the subject fees, ADS may credit the amount of such overpayment(s) against payments of the subject fees made after the audit.

e. The City must notify ADS, in writing, of any dispute regarding payment of Host Fees to the City within one (1) year after end of the calendar year for which the disputed fees were payable. Otherwise, any such dispute is deemed waived.

f. If this Agreement is terminated, Host Fees that have accrued under this Agreement shall be paid to the Termination Date, and no further payment of Host Fees shall be due thereafter from ADS to the City.
5. NEW FEES AND TAXES:

   a. In consideration for ADS's agreement herein to pay Host Fees as provided in this Agreement, the City shall not levy any new taxes or assess any fees against ADS, the Property, or the Transfer Station, even if such fees are specifically allowed by State Law to be charged by a host community to a pollution control or other similar facility such as the subject Transfer Station, except as provided in Paragraph 5(b) below. If the City levies any such new taxes or assesses any such fees against ADS, the Property or the Transfer Station, then ADS shall have the right to terminate this Agreement by giving notice, as provided in Paragraph 9(o) of this Agreement.

   b. Notwithstanding the foregoing, the City shall have the right to levy real estate taxes, or other fees or taxes validly and uniformly assessed against all members of a class of taxpayers or fee payers, other than as an owner or operator of a waste transfer station, collector of waste, landscape waste, construction and demolition debris, and/or recyclables, or a solid waste management facility; provided, however, that ADS does not waive its right to challenge or appeal any such validly and uniformly assessed fees or taxes.

6. TARPING STATION:

   a. ADS and the City recognize that drivers of the semi-trailer trucks being loaded with waste for further transfer for disposal pull tarps across the top of the trucks prior to exiting the facility to minimize blowing litter. In order to give these drivers greater visibility and better access to the trucks, and to improve driver safety, ADS has proposed the installation of the Tarping Station, which is a raised catwalk for the drivers to use when pulling the tarp across the top of the trucks.

   b. The City approves of the installation of the Tarping Station.

   c. The Illinois EPA has issued Supplemental Permit No. 2010-461 for the installation of the Tarping Station ("Tarping Station Permit"). The Tarping Station Permit was issued based on plans, specifications and supporting documentation ADS submitted to the Illinois EPA dated September 2010. The City acknowledges and agrees that ADS, in its sole discretion, may amend, revise or supplement said plans, specifications or supporting documentation, as necessary to meet the objectives in Paragraph 6(a) above, in which case the Tarping Station Permit may need to be amended or modified. ADS agrees to provide the City with copies of all documentation that is submitted to the Illinois EPA as part of any such amendment or modification of the Tarping Station Permit.

   d. ADS agrees to submit a building permit application for the Tarping Station to the City within six months after the date of this Agreement, and the City agrees to act on the building permit application as provided in Paragraph 8 of this Agreement. Following receipt of (i) the building permit and other necessary approvals from the City and other governmental authorities with jurisdiction over the Property
and (ii) any amendments or modifications to the Tarping Station Permit, ADS agrees to commence and diligently pursue construction of the Tarping Station.

7. SITE ENTRANCE IMPROVEMENTS:

a. ADS proposed the Site Entrance Improvements to improve traffic flows, provide surface parking for personal vehicles of site personnel and additional landscaping. The Site Entrance Improvements will include removal of an existing building on Church Street and extending the existing concrete sound wall from its current termination point, west to the neighboring Strange Lofts building.

b. The City approves of the Site Entrance Improvements.

c. The Illinois EPA has issued Supplemental Permit No. 2011-286 for the construction of the Site Entrance Improvements ("Site Entrance Improvements Permit"). The Site Entrance Improvements Permit was issued based on plans, specifications and supporting documents ADS submitted to the Illinois EPA dated June 2011. The City acknowledges and agrees that ADS, in its sole discretion, may amend, revise or supplement said plans, specifications or supporting documents, as necessary to meet the objectives in Paragraph 7(a) above, in which case the Site Entrance Improvements Permit may need to be amended or modified. ADS agrees to provide the City with copies of all documentation that is submitted to the Illinois EPA as part of any such amendment or modification of the Site Entrance Improvements Permit.

d. ADS agrees to submit building permit and demolition permit applications for the Site Entrance Improvements to the City within six months after the date of this Agreement, and the City agrees to act on the building and demolition permit applications as provided in Paragraph 8 of this Agreement. Following receipt of (i) the building and demolition permits and other necessary approvals from the City and other governmental authorities with jurisdiction over the Property and (ii) any amendments or modifications to the Site Entrance Improvements Permit, ADS agrees to commence and diligently pursue construction of the Site Entrance Improvements.

8. BUILDING AND DEMOLITION PERMITS: The City shall issue building and demolition permits and other necessary permits or approvals for which ADS shall apply in order to construct the Tarping Station and the Site Entrance Improvements within a reasonable period of time after the date of application therefor or within a reasonable period of time after the City’s receipt of the last of the documents and information required to support such application. Such period of time shall not exceed thirty (30) business days. If the application is disapproved, the City shall provide the applicant with a statement in writing within such period, specifying the reasons for denial of the application, including specification of the requirements of law which the application and supporting documents fail to meet. The City shall issue such building and demolition permits and other necessary permits or approvals within ten (10) business days of ADS’s compliance with those requirements of law so specified by the City. The City agrees that
ADS shall not be required to obtain from the City any zoning approval as a condition to the issuance of such building and demolition permits. ADS agrees that the City has the right to observe all construction activities related to the Tarring Station and the Site Entrance Improvements and to respond to any reasonable City requests for information relative to same.

9. GENERAL PROVISIONS:

a. Amendments. This Agreement may be amended or otherwise modified only by written agreement duly approved and executed on behalf of the City and ADS.

b. Captions. Captions in this Agreement are for the convenience of reference only and do not affect this Agreement or its interpretation.

c. Entire Agreement. This Agreement sets forth the entire, final and exclusive Agreement and understanding of the City and ADS with respect to the matters referenced herein and covered hereby, except for Section 5 of the Confidential Settlement and Release Agreement between the City and ADS.

d. Governing Law. Venue and Jurisdiction. This Agreement and all disputes hereunder shall be governed by the laws of the State of Illinois.

e. Assignment of Agreement. This Agreement shall be binding upon ADS and its successors and assigns.

f. Covenants Run With The Land. The parties agree that the covenants, agreements and understandings contained in this Agreement (including, without limitation, the obligation to pay the Host Fee), touch and concern the Property, and that such covenants, agreements, and understandings shall run with the Property. ADS agrees that the City may prepare, and ADS shall promptly execute duplicate originals of an instrument, in recordable form, which will constitute a memorandum of Host Community Agreement, attaching an executed copy of this Agreement as an exhibit, and record such Memorandum in the Office of the Cook County, Illinois Recorder of Deeds.

g. Compliance with Applicable Laws. ADS shall conduct operations at the Transfer Station in strict accordance and compliance with all applicable federal, state, local laws.

h. Relationship of the Parties. Nothing in this Agreement shall be construed to create a joint venture, partnership, association or employment relationship between the City and ADS.

i. Recitals. The recitals are a part of this Agreement.

j. Severability. If any provision of this Agreement or any document executed in connection herewith shall be or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality, or enforceability of the
remaining provisions contained herein or therein shall not be affected or impaired. In such case, the parties shall achieve the purpose of the involved provision by agreeing to a new, legally valid and enforceable provision, which shall become part of this Agreement.

k. **Third Parties.** Nothing in this Agreement, express or implied, is intended to confer any right or remedy on any person other than the City and ADS, and their respective successors and permitted assigns, nor is anything in this Agreement intended to affect or discharge any obligation or liability of any third person to the City or ADS, nor to give any such third person any right of action or subrogation against the City or ADS.

l. **Waiver.** The failure of City or ADS at any time to require the performance of any provision of this Agreement shall not affect its right to enforce the provision at a later time. No waiver of any nature by the City or ADS, whether by conduct or otherwise, shall be deemed to be a continuing waiver.

m. **Mutual Review.** The City and ADS have jointly participated in the preparation of this Agreement, and for purposes of principles of governing the construction of the terms this Agreement, no party shall be deemed to be the drafter of this Agreement. The City and ADS specifically acknowledge their individual legal counsel has reviewed and advised them concerning this Agreement, and the undersigned have been authorized to enter into this Agreement on behalf of the applicable party respectively. ADS acknowledges that the Agreement will be authorized and approved by the Evanston City Council in open session pursuant to the Illinois Open Meetings Act, 5 ILCS 120/ et seq.

n. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

o. **Notification.** All notices and other correspondence required or permitted under this Agreement shall be given at the following addresses or such other address as the City or ADS may in writing designate. Notices shall be deemed to have been given and effective as follows:

i. When delivered personally; or

ii. If deposited with a commercial courier for next business day delivery, one (1) business day after being so deposited.

iii. All notices under this Agreement require the sender to obtain a signature of the recipient at time of delivery.
To the City:
City of Evanston
City Manager
2100 Ridge Avenue
Evanston, IL  60201

With Copies To:
W. Grant Farrar
Corporation Counsel, City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

To ADS:
Michael K. Slattery
Senior Vice President and General Counsel
Advanced Disposal
90 Ft. Wade Road, Suite 200
Ponte Vedra, FL 32081

With Copies To:
Gerald P. Callaghan
Freeborn & Peters LLP
311 S. Wacker Drive, Suite 3000
Chicago, IL 60606

And to:
Area Manager
Advanced Disposal
2800 Shermer Road
Northbrook, IL 60062
IN WITNESS WHEREOF, the undersigned have affixed their signatures on behalf of the City and ADS this 19th day of April, 2016.

FOR THE CITY OF EVANSTON: ATTEST:

__________________________
Name:

Title:

FOR ADVANCED DISPOSAL SERVICES ATTEST:
SOLID WASTE MIDWEST, LLC:

__________________________  __________________________
Name: Danyel T. DeWaal       Name: Kevin M. Doherty
Title: Region Vice President  Title: Regional Economist
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:


PARCEL 2:

ALONG SAID LINE 241.36 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART THEREOF TAKEN FOR STREETS, IN COOK COUNTY, ILLINOIS.

PARCEL 3:


ALSO

LOT 9 AND THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOT 9 (EXCEPT THAT PART OF SAID LOT 9 AND SAID ALLEY WHICH LIES SOUTHEASTERLY OF A LINE PARALLEL WITH AND DISTANT 56.5 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS SAID MAIN TRACK IS NOW LOCATED AND ESTABLISHED ADJACENT THERETO) AND LOT 10 (EXCEPT THAT PART THEREOF COMMENCING AT THE SOUTHWEST CORNER OF LOT 10, THENCE NORTH ON THE WEST LINE OF SAID LOT 10 TO THE NORTHWEST CORNER THEREOF; THENCE EAST ON THE NORTH LINE OF SAID LOT 10, ¼ OF AN INCH; THENCE SOUTH TO A POINT ON THE SOUTH LINE OF SAID LOT 10, ¼ OF AN INCH EAST OF THE SOUTHWEST CORNER THEREOF; THENCE WEST ON THE SOUTH LINE OF LOT 10, ¼ OF AN INCH TO THE PLACE OF BEGINNING) ALL IN BLOCK 4 IN MERRILL LADD’S SECOND ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CITY OF EVANSTON, COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 9 AND THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOT 9 WHICH LIES SOUTHEASTERLY OF A LINE PARALLEL WITH AND DISTANT 56.5
FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE
OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY
COMPANY, AS SAID MAIN TRACK IS NOW LOCATED AND ESTABLISHED
ADJACENT THERETO, ALL IN BLOCK 4 IN MERRILL LADD'S SECOND ADDITION TO
Evanston, Being a Subdivision of the West ¼ of the Southwest ¼ of the
Northeast ½ of Section 13, Township 41 North, Range 13 East of the
Third Principal Meridian, Cook County, Illinois.
Memorandum

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

From: Hitesh Desai, CFO/Treasurer
      Jennifer Lin, HR Division Manager

Subject: Resolution 33-R-18, Appointing Hitesh Desai as the City of Evanston’s Delegate for the Intergovernmental Personnel Benefit Cooperative

Date: May 14, 2018

Recommended Action:
Staff recommends City Council adopt Resolution 33-R-18, appointing Hitesh Desai as Delegate for the Intergovernmental Personnel Benefits Cooperative (IPBC).

Livability Benefits:
Innovation & Process: Support local government best practices and processes

Summary:
With the departure of Martin Lyons as the IPBC Delegate, Hitesh Desai needs to be appointed as the new IPBC Delegate for the City of Evanston. Jennifer Lin, HR Division Manager, remains the IPBC Alternate.

Attachments:
Resolution 33-R-18
33-R-18

A RESOLUTION

Appointing Hitesh Desai as the City of Evanston’s Delegate for the Intergovernmental Personnel Benefit Cooperative

WHEREAS, the City Council of the City of Evanston has the authority to designate a delegate as the City’s representative for the purposes of conducting business with the Intergovernmental Personnel Benefit Cooperative (IPBC); and

WHEREAS, the City Manager recommends that Mr. Hitesh Desai, Chief Financial Officer/Treasurer, be designated as delegate;

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

SECTION 1: Hitesh Desai is hereby designated to act as the delegate on behalf of the City of Evanston in all matters affecting the administration of the IPBC.

SECTION 2: That such powers and duties of Mr. Hitesh Desai, as the delegate, shall include: a) the authority to enter into agreements on behalf of the City related to benefits administration through the IPBC; and b) the authority to cast a vote on behalf of the City at the IPBC.

SECTION 3: That the foregoing recitals are hereby found as fact and made a part hereof.
SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.

_____________________________
Stephen H. Hagerty, Mayor

Attest:

_____________________________
Devon Reid, City Clerk

Approved as to form:

_____________________________
Michelle L. Masoncup, Interim Corporation Counsel

Adopted: _____________________, 2018
Memorandum

To: Honorable Mayor and Members of the City Council
   Administration and Public Works Committee (A&PW)

From: Brian R. Scott, Fire Chief

Subject: Resolution 28-R-18, Joint Purchase of Fire Department Personal
   Protective Equipment (PPE)

Date: May 14, 2018

Recommended Action

Staff recommends that the City Council adopt Resolution 28-R-18 authorizing a letter of
understanding with the Evanston Foreign Fire Tax Board for a joint purchase of ninety-
three (93) sets of firefighter personal protective equipment. The vendor will be Air One
Equipment, Inc. (360 Production Drive, South Elgin, IL 60177), and the total cost,
spread over a 5-year period, will be $221,805.

Funding Sources:

- The General Fund, Account 100.23.2315.65625 with a total annual budget of
  $35,000 with $34,400 currently remaining, in an amount not to exceed $17,892
  per year.
- The Evanston Firefighters Foreign Fire Tax Board

Livability Benefits:

Health and Safety:

- Improve emergency prevention and response
- Enhance resiliency to natural and human hazards

Background

The American fire service is currently going through a cultural change in response to the
ever-increasing awareness and threat of cancer to firefighters. NIOSH, the National
Institute of Occupational Safety and Health research data now shows firefighters have
approximately a 9% higher chance to develop cancer and a 14% higher chance to of
dying from cancer than the general population and cancer is now a leading cause of
firefighter deaths. Research suggests that an increased exposure to known carcinogens
contained in content and structure fire smoke is the primary cause of this higher cancer incidence.

Fire Departments across the country are now taking the threat more seriously and as a result are taking more proactive and preventive measures. One such measure that will help mitigate this exposure is the purchase of a second set of firefighting personal protective gear or PPE for each firefighter. This will allow firefighters after a fire or training exercise involving live fire to change into a clean second set of PPE while the front line gear is being washed of carcinogens from the smoke and fire exposure and fully dried (a process that usually takes 24 hours).

Our current practice is that the firefighter must wear the dirty gear until the end of his 24-hour shift until the subsequent oncoming shift can clean the gear, which significantly adds to the exposure and absorption of carcinogens contained in the gear to the firefighter.

Cost has always been a barrier to moving forward on this idea, but thanks to some creative and hard work by Shift Chief Bill Muno and the generosity of the Evanston Foreign Fire Tax Board (EFFTB), we have an affordable path towards purchase.

**Purchasing Framework:**
- The overall cost to purchase the second set of gear for each firefighter (93 sets) is $221,805.
- The EFFTB has agreed to fund 60% of the cost at $132,367, leaving the balance of $89,438 for the City of Evanston.
- The vendor has agreed to spread this purchase across 5 years in interest free annual installments of $17,892 for the City of Evanston and $26,473 for the Evanston Foreign Fire Tax Board.

Gear cost, which typically increases 3-5% per year, would be frozen at 2018 prices during the agreement. This would result in a savings of approximately $32-55,000 over the 5-year term.

**Attachments**
- Resolution 28-R-18
- Letter of Understanding with EFFTB
- Agreement with Gear Vendor
A RESOLUTION

Authorizing the City Manager to Execute a Letter of Understanding between the City and the Evanston Foreign Fire Insurance Board to Fund the Purchase of Firefighter Gear

WHEREAS, the Fire Department seeks to purchase a second set of personal protective equipment (“PPE”), to allow a firefighter after a fire (or training exercise involving live fire) to can change into a clean second set of PPE while the front line gear is being washed of carcinogens from the smoke and fire exposure and fully dried (a process that usually takes 24 hours); and

WHEREAS, the attached letter of understanding is devoted to set forth the terms for a funding agreement between the City of Evanston and the Evanston Foreign Fire Insurance Board, for the Board to fund 60% of the total cost ($221,805). The funding will allow the purchase of a second set of firefighting PPE for each firefighter from the vendor, Air One Equipment Inc.; and

WHEREAS, the City Council of the City of Evanston has determined that the best interests of the City of Evanston would be served by executing a letter of understanding with the Evanston Foreign Fire Insurance Board and the Vendor Agreement for the purchase of the PPE,

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

SECTION 1: The City Manager is hereby authorized and directed to execute the attached letter of understanding and to negotiate all necessary
terms for the letter of understanding and the vendor agreement as he may determine to be in the best interests of the City, and that may be in a form acceptable to the Corporation Counsel. The Letter of Understanding is attached as Exhibit A and the Vendor Agreement is attached as Exhibit B, both incorporated herein by reference.

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

______________________________
Stephan H. Hagerty, Mayor

Attest:                               Approved as to form:

_______________________________               ____________________________
Devon Reid, City Clerk               Michelle L. Masoncup, Interim Corporation Counsel

Adopted: ______________________, 2018
EXHIBIT A

LETTER OF UNDERSTANDING
Dear Mr. Muno,

This Letter of Understanding (the “Letter”) sets forth certain terms and understandings by and between the City of Evanston and the Evanston Foreign Fire Insurance Board (the “EFFI Board”) with respect to the funding agreement for fire apparatus equipment described below. The EFFI Board was formed through City Ordinance 101-O-09 and authorized by state statute, 65 ILCS 5/11-10-2.

1. **Purpose.** This letter of understanding is devoted to set forth the terms for a funding agreement between the City of Evanston and the Evanston Foreign Fire Insurance Board. The funding will allow purchase of a second set of firefighting “turn out” gear for each firefighter to allow a firefighter to change into the clean second set of gear while the front line gear is being washed and dried (a process that usually takes 24 hours).

2. **Effective Date and Term.** This Letter will be effective date is the date executed by the City (“Effective Date”). The Term for this Letter is 5 years, to match the payment timeline for the gear that will be paid in 5 installments on an annual basis.

3. **Gear.** The total cost to purchase the second set of gear for each firefighter (93 sets) is $221,805. The Vendor, AirOne, agreed to freeze pricing at 2018 price with no interest assessed. The Vendor is permitting the City to pay the total cost over a five-year period, 2018-2022.

4. **Funding.** The funding will be split between the City of Evanston covering approximately 40% of the cost and 60% of the cost to be paid by the EFFI Board. The EFFI Board commits to a total funding amount of $132,367, which represents approximately 60% of the total cost. The EFFI Board will issue the annual funding payment, $26,473, on or before June 1st of each year. The EFFI Board will coordinate with the City’s Chief Financial Officer on method of funding, either a check or
withholding from the annual distribution by the City. The City’s annual portion of the cost is $17,892, which will also be paid in five installments.

5. **Multiple Counterparts.** For the convenience of the Parties hereto, this Letter may be executed in multiple counterparts, each of which will be deemed an original, and all counterparts hereof so executed by the parties hereto, whether or not such counterpart will bear the execution of each of the parties hereto, will be deemed to be, and will be construed as, one and the same.

6. **General Terms.**
   1. This MOU may only be amended in writing and signed by all Parties.
   2. This letter of understanding constitutes the entire agreement between the Parties pertaining to the subject matter in this Letter, and it supersedes all prior and contemporaneous agreements and understandings, whether oral or written, of the Parties.
   3. This Letter shall be interpreted, construed and governed in accordance with the City Code and the laws of the State of Illinois.
   4. This Letter has been carefully and fully read by both parties, who understand its contents and is satisfied with the Letter herein mentioned and the same shall be binding upon and inure to the benefit of the parties’ agents, officers, directors, and employees respectively.
   5. This Letter will be deemed effective as of the date of the last signature below.

   IN WITNESS WHEREOF, the Parties have caused this Letter of Understanding to be executed this ___ day of _______, 2018.

Evanston Foreign Fire Insurance Board
By: ____________________________
Print Name: William Muno
Its: Board President

City of Evanston
By: ____________________________
Print Name: Brian Scott
Its: Fire Chief
EXHIBIT B

VENDOR SUPPLY AGREEMENT
The Parties to this Agreement are the City of Evanston and Vendor. This Agreement, consisting of the signature page and numbered sections listed below and any attachments referenced in this Agreement, constitutes the entire Agreement between the Parties concerning the subject matter of the Agreement, and supersedes all prior proposals, Agreements and understandings between the Parties concerning the subject matter of the Agreement. This Agreement can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES AND SERVICES
3. PRICING
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. STANDARD CERTIFICATIONS
6. DISCLOSURES AND CONFLICTS OF INTEREST
7. SUPPLEMENTAL PROVISIONS

In consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Agreement to be executed by their duly authorized representatives on the dates shown below.

VENDOR          CITY OF EVANSTON
(Vendor Name)    Fire Department
Air One Equipment, Inc.                          Fire Department

Signature __________________________       Official Signature __________________________
Printed Name Sandra Frey                     Printed Name __________________________
Title President ___________________________ Date ______________
Address 360 Production Drive
South Elgin, IL 60177
Phone _______________ Fax _______________
E-mail __________________________

CITY OF EVANSTON
Fire Department

VENDOR
(Air One Equipment, Inc.)

Signature __________________________       Official Signature __________________________
Printed Name Sandra Frey                     Printed Name __________________________
Title President ___________________________ Date ______________
Address 360 Production Drive
South Elgin, IL 60177
Phone _______________ Fax _______________
E-mail __________________________

CITY USE ONLY

PBC#       Project Title
Contract #       Procurement Method (IFB, RFP, Small, etc):
Ref. #       Publication Date:
Award Code:
Subcontractor Utilization? Yes    No
Subcontractor Disclosure? Yes    No
Funding Source       Obligation #
Approval:
Signature __________________________ Date/Printed Name __________________________
Phone __________________________ E-mail __________________________

Revision 10/2011
Page 1
1. TERM AND TERMINATION

1.1 TERM OF THIS AGREEMENT: This Agreement has an initial term of five years. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

Vendor shall not commence billable work in furtherance of the Agreement prior to final execution of the Agreement.

1.2 RENEWAL: Subject to the maximum total term as identified above, the City has the option to renew for the following term(s): N/A

Pricing for the renewal term(s), or the formula for determining price is shown in the pricing section of this Agreement.

Any renewal is subject to the same terms and conditions as the original Agreement except as stated below in this subsection. The City may renew this Agreement for any or all of the option periods specified; may exercise any of the renewal options early and may exercise more than one option at a time based on continuing need and favorable market conditions when in the best interest of the City. The Agreement shall not renew automatically nor shall the Agreement renew solely at Vendor’s option.

1.3 TERMINATION FOR CAUSE: The City may terminate this Agreement, in whole or in part, immediately upon notice to Vendor if: (a) the City determines that the actions or inactions of Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) Vendor has notified the City that it is unable or unwilling to perform the Agreement.

If Vendor fails to perform to the City's satisfaction any material requirement of this Agreement, is in violation of a material provision of this Agreement, or the City determines that Vendor lacks the financial resources to perform the Agreement, the City shall provide written notice to Vendor to cure the problem identified within the period of time specified in the City's written notice. If not cured by that date, the City may either: (a) immediately terminate the Agreement without additional written notice or (b) enforce the terms and conditions of the Agreement.

For termination due to any of the causes contained in this Section, the City retains its rights to seek any available legal or equitable remedies and damages.

1.4 TERMINATION FOR CONVENIENCE: The City may, for its convenience and with 7 days prior written notice to Vendor, terminate this Agreement in whole or in part and without payment of any penalty or incurring any further obligation to Vendor. Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this Agreement up to and including the date of termination.
2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 GOAL: To utilize the knowledge and expertise of Vendor, that is lacking in the Procuring Department's staff, to obtain supplies and services necessary to help meet the responsibilities of the Procuring Department.

2.2 SUPPLIES AND/OR SERVICES REQUIRED:

2.3 MILESTONES AND DELIVERABLES: Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless the City has authorized a higher amount in writing prior to Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed $221,805.00

2.4 VENDOR / STAFF SPECIFICATIONS: 93 sets of firefighter equipment, more fully outlined in Exhibit A.

2.5 ASSIGNMENT AND SUBCONTRACTING:

2.5.1 This Agreement may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the City.

2.5.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the Agreement.

Will subcontractors be utilized?  
☐ Yes  ☐ No

2.5.3 Vendor shall describe below the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this Agreement, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement. Vendor shall provide a copy of any subcontracts within 20 days of execution of this Agreement for approval by the City. Vendor shall be responsible for the accuracy and quality of any subcontractor's performance.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Amount to be paid</th>
<th>Description of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
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</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
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</tr>
</tbody>
</table>

2.5.4 Vendor shall obtain approval from the City prior to hiring any additional or substitute subcontractors during the term of this Agreement. Vendor may, upon request of the City, provide to the City a draft subcontractor agreement for review and approval prior to the execution of the subcontract. Subcontractor agreements shall provide that services to be performed under the subcontracting agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City’s prior written consent.

2.5.5 All subcontracts must include the same certifications that Vendor must make as a condition of this Agreement.

2.6 TRANSPORTATION AND DELIVERY:

2.7 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise specified in this section all services shall be performed in the United States. If Vendor manufactures the supplies or performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the City as a breach of the Agreement by Vendor. Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if Vendor shifts any such work outside the United States.

Location where services will be performed  
N/A
Value of services performed at this location

Location where services will be performed
Value of services performed at this location

2.8 SCHEDULE OF WORK: Any work performed on City premises shall be done during the hours designated by the City and performed in a manner that does not interfere with the City and its personnel.
2.9 WARRANTIES FOR SUPPLIES AND SERVICES:

2.9.1 Vendor warrants that the supplies furnished under this Agreement will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the City or furnished by Vendor and agreed to by the City, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and City laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the City for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

2.9.2 Vendor shall insure that all manufacturers’ warranties are transferred to the City and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the City’s payment, acceptance, inspection or failure to inspect the supplies.

2.9.3 Vendor warrants that all services will be performed to meet the requirements of the Agreement in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the Agreement, who is disruptive or not respectful of others in the workplace, or who in any way violates the Agreement or City policies.

2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

2.10.1 Vendor shall immediately notify the City of any event that may have a material impact on Vendor’s ability to perform the Agreement.
3. **PRICING**

3.1 **METHOD AND RATE OF COMPENSATION:** The City will compensate Vendor for the initial term as follows:

- [ ] Hourly __________________________________________________
- [ ] Monthly ________________________________________________
- [x] Annually The payments will be made over a five-year period as follows: (1) $44,361.00 within 30 days of delivery of equipment; and (2) $44,361.00 annual payments on or before the anniversary date of the delivery date until 2023 for a total cost of $221,805.
- [ ] Project ________________________________
- [ ] Item (show unit of measure and rate) __________________________

3.2 **TYPE OF PRICING:** Pricing under this Agreement is

- [x] Firm ________________________________________________
- [ ] Estimated ____________________________________________

3.3 **RENEWAL COMPENSATION:** If this Agreement is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

3.4 **EXPENSES:** Any expenses that Vendor may charge are shown in this section. The City will not compensate Vendor for expenses related to travel, lodging or meal.

3.5 **TAX:** Vendor shall not bill for any taxes unless accompanied by proof the City is subject to the tax. If necessary, Vendor may request the applicable City’s Illinois tax exemption number and federal tax exemption information.

3.6 **INVOICING:** Vendor shall invoice at the completion of the Agreement unless invoicing is tied in this Agreement to milestones, deliverables, or other invoicing requirements agreed to in this Agreement.

Send invoices to Brian Scott, Fire Chief, 909 Lake Street, Evanston, IL 60201

3.7 **PAYMENT TERMS AND CONDITIONS:**

3.7.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the Agreement, and the amount billed and expenses incurred are as allowed in the Agreement. Invoices for supplies purchased, services performed and expenses incurred through December 31 of any year must be submitted to the City no later than January 31 of the next subsequent year.

3.7.2 Payments, including late payment charges, will be paid in accordance with all applicable laws and rules of the City of Evanston and the State of Illinois. Remedies provided therein shall be Vendor’s sole remedy for late payments by the City. Payment terms contained on Vendor’s invoices shall have no force and effect.

3.7.3 The City will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this Agreement by the Parties even if the effective date of the Agreement is prior to execution.

3.7.4 As a condition of receiving payment Vendor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; http://www.state.il.us/Department/ido/index.htm to ensure compliance with prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.
4. **STANDARD BUSINESS TERMS AND CONDITIONS**

4.1 **AVAILABILITY OF APPROPRIATION:** This Agreement is contingent upon and subject to the availability of funds. The City, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if a reduction in funding is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4.2 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the Agreement or subcontract and necessary to support amounts charged to the City under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by Vendor for a period of three years from the later of the date of final payment under the Agreement or completion of the Agreement, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the City upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the City for the recovery of any funds paid by the City under the Agreement for which adequate books and records are not available to support the purported disbursement. Vendor or subcontractors shall not impose a charge upon the City for audit or examination of Vendor's books and records.

4.3 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this Agreement. Vendor shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

4.4 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.5 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the Agreement without penalty if performance does not resume within 30 days of the declaration.

4.6 **CONFIDENTIAL INFORMATION/FOIA:** Each Party, including its agents and subcontractors, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Vendor shall presume all information received from the City or to which it gains access pursuant to this Agreement is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/7 et. seq., shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Agreement or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. Upon notification by the City that it has received a Freedom of Information Act request that calls for records within the Vendor's control, the Vendor shall promptly provide all requested records to the City so that the City may comply with the request within the limited statutory timeframes required by FOIA. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

4.7 **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this Agreement, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the City is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the City and its officers, agents and employees, any and all rights, transfers, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of Vendor or Vendor's subcontractors, employees, agents or subcontractors during the performance of this Agreement. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. Upon notification by the City that it has received a Freedom of Information Act request that calls for records within the Vendor's control, the Vendor shall promptly provide all requested records to the City so that the City may comply with the request within the limited statutory timeframes required by FOIA. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

4.8 **INDEMNIFICATION AND LIABILITY:** Vendor shall defend, indemnify and hold harmless the City and its officers, agents, and employees, any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of Vendor or Vendor's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement. Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. Vendor shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.
At the City Corporation Counsel’s option, Vendor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Vendor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Vendor must be made only with the prior written consent of the City Corporation Counsel, and the settlement requires any action on the part of the City.

To the extent permissible by law, Vendor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Vendor that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including but not limited to, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute. Vendor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subcontractors’ work. Acceptance of the work by the City will not relieve Vendor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section 4.8 shall survive completion, expiration, or termination of this Agreement.

4.9 INSURANCE: Vendor shall, at its own expense, secure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services and work hereunder by Vendor, its agents, representatives, employees or subcontractors. Vendor acknowledges and agrees that if it fails to comply with all requirements of this Section 4.9, the City may void this Agreement. Vendor must give to the City Certificates of Insurance identifying the City to be an additional insured for the services required pursuant to the Agreement before City staff recommends award of the contract to City Council. Any limitations or modifications on the Certificate of Insurance issued to the City in compliance with this Section that conflict with the provisions of this Section 4.9 shall have no force and effect.

If requested, Vendor shall give the City a certified copy(ies) of the insurance policy(ies) evidencing the amounts set forth in this Section. The policies must be delivered to the City within two (2) weeks of the request. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of not less than A-VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the City. Vendor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses. Vendor shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Vendor, and insuring Vendor against claims which may arise out of or result from vendor’s performance or failure to perform hereunder:

a) Worker’s compensation in statutory limits and employer’s liability insurance in the amount of at least five hundred thousand dollars ($500,000);

b) Comprehensive general liability coverage which designates the City as an additional insured for not less than one million dollars ($1,000,000) combined single limit for bodily injury, death and property damage, per occurrence;

c) Comprehensive automobile liability insurance covering owned, non-owned, and leased vehicles for not less than one million dollars ($1,000,000) combined single limit for bodily injury, death, or property damage, per occurrence; and

d) Errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least one million dollars ($1,000,000).

Vendor’s certificate of insurance shall contain a provision that the coverage afforded under the policy(ies) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the City. Vendor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies.

Vendor understands that the acceptance of Certificates of Insurance, policies, and any other documents by the City in no way releases Vendor and its subcontractors from the requirements set forth herein.

Vendor expressly agrees to waive its rights, benefits and entitlements under the “Other Insurance” clause of its commercial general liability insurance policy as respects the City. In the event Vendor fails to purchase or procure insurance as required above, the parties expressly agree that Vendor shall be in default under this Agreement, and that the City may recover all losses, attorney’s fees and costs expended in pursuing a remedy, or reimbursement, at law or in equity, against Vendor.

4.10 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the City. All payments by the City shall be made on that basis.

4.11 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the City during the term of this Agreement to perform any work under this Agreement. Vendor shall give notice immediately to the City if Vendor solicits or intends to solicit City employees to perform any work under this Agreement.
4.12 COMPLIANCE WITH THE LAW: Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Agreement. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Agreement.

4.13 BACKGROUND CHECK: Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the City, does not pass the background check.

4.14 APPLICABLE LAW/VENUE: This Agreement shall be construed in accordance with and is subject to the laws and rules of the City of Evanston and the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. The City shall not enter into binding arbitration to resolve any dispute related to this Agreement. The City does not waive tort immunity by entering into this Agreement. In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules, the City does not unlawfully discriminate in employment, contracts, or any other activity. Venue for any action out of or due to this Agreement shall be in Cook County, Illinois.

4.15 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under antitrust laws relating to the subject matter of the Agreement, then upon request of the City's Corporation Counsel, Vendor shall assign to the City rights, title and interest in and to the claim or cause of action.

4.16 CONTRACTUAL AUTHORITY: The Department that signs for the City shall be the only City entity responsible for performance and payment under the Agreement. When the City's authorized designee signs in addition to an Department, they do so as approving officer and shall have no liability to Vendor.

4.17 NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Agreement using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

4.18 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the City's and Vendor's terms, conditions and attachments, the City's terms, conditions and attachments shall prevail.

4.19 PERFORMANCE RECORD / SUSPENSION: Upon request of the City, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the Agreement. The City may consider Vendor's performance under this Agreement and compliance with law and rule to determine whether to continue the Agreement, suspend Vendor from doing future business with the City for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

4.20 FREEDOM OF INFORMATION ACT: This Agreement and all related public records maintained by, provided to or required to be provided to the City are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement.

4.21 SUCCESSORS AND ASSIGNS: The City and Vendor each bind themselves and their partners, successors, executors, administrators, and assigns to the other party of the Agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the City nor Vendor shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the City and Vendor.

4.22 NON-WAIVER OF RIGHTS: No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

4.23 SEVERABILITY: Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

4.24 COUNTERPARTS: For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.
4.25 **SAVINGS CLAUSE:** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.
5. **STANDARD CERTIFICATIONS**

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the Agreement and any renewals is a material requirement and condition of this Agreement. By executing this Agreement, Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this Agreement. Vendor shall include these Standard Certifications in any subcontract used in the performance of the Agreement.

If this Agreement extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the City by the date specified by the City and in no event later than January 1 of each year that this Agreement remains in effect.

If the Parties determine that any certification in this section is not applicable to this Agreement, it may be stricken without affecting the remaining subsections.

5.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the Agreement may be void by operation of law,
- the City may void the Agreement, and
- Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

5.2 Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.

5.3 Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

5.4 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the City shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

5.5 Vendor certifies that it and its affiliates are not delinquent in the payment of any fees, fines, damages, or debts to the City.

5.6 In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the head of the procuring Department grants an exception (30 ILCS 565).

5.7 Vendor certifies it has not been convicted of bid rigging or bid rotating or any similar offense, nor has Vendor made an admission of guilt of such conduct that is a matter of record (720 ILCS 5/33 E-3, E-4).

5.8 Vendor certifies it complies with the Section 1-12-5 of the City of Evanston Code and the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

5.9 Vendor certifies that it shall employ only persons duly licensed by the State of Illinois to perform professional services under this Agreement for which applicable Illinois law requires a license, subject to prior approval of the City.

5.10 Vendor certifies that if more favorable terms are granted by Vendor to any similar governmental entity in any state in a contemporaneous agreement let under under the same or similar financial terms and circumstances for comparable goods or services, the more favorable terms shall be applicable under this Agreement.
6.0 DISCLOSURES AND CONFLICTS OF INTEREST

Section 1: Conflict of Interest Prohibited
Vendor shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with its performance under this Agreement.

Section 2: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).
Vendor must identify any of the following that occurred for it or any if its officers or directors within the previous 10 years:

<table>
<thead>
<tr>
<th>Event</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debarment from contracting with any governmental entity</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>Professional licensure discipline</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>Bankruptcies</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>Adverse civil judgments and administrative findings</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>Criminal felony convictions</td>
<td>☐</td>
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</tr>
</tbody>
</table>

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The City reserves the right to request more information, should the information need further clarification.
7. **SUPPLEMENTAL PROVISIONS**

7.1 City Supplemental Provisions

- Definitions
- Required Federal Clauses, Certifications and Assurances
- Prevailing Wage (820 ILCS 130/1 et seq.)
- M/W/EBE Subcontracting Requirements
- Other (describe)

7.2 Vendor Supplemental Provisions

- ________________________________
TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name:  

Business Name:  

Taxpayer Identification Number: 
Social Security Number  
or  
Employer Identification Number  

Legal Status (check one):

☐ Individual  ☐ Governmental
☐ Sole Proprietor  ☐ Nonresident alien
☐ Partnership  ☐ ECity or trust
☐ Legal Services Corporation  ☐ Pharmacy (Non-Corp.)
☐ Tax-exempt  ☐ Pharmacy/Funeral Home/Cemetery (Corp.)
☐ Corporation providing or billing medical and/or health care services  ☐ Limited Liability Company (select applicable tax classification)
☐ Corporation NOT providing or billing medical and/or health care services

☐ D = disregarded entity
☐ C = corporation
☐ P = partnership

Signature:  

Date:  

223 of 629
For City Council meeting of May 14, 2018
Item A6
Resolution 31-R-18: Authorizing the City of Evanston to Request Volume Cap Allocation for Private Activity Bonds from the State of Illinois Governor’s Office.

For Action

Memorandum

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

From: Erika Storlie, Assistant City Manager / Acting Director of Community Development
      Hitesh Desai, Chief Financial Officer / City Treasurer
      Paul Zalmezak, Economic Development Manager
      Sarah Flax, Housing and Grants Administrator

Subject: Resolution 31-R-18: Authorizing the City of Evanston to Request Volume Cap Allocation for Private Activity Bonds from the State of Illinois Governor’s Office

Date: May 7, 2018

Recommended Action
Staff recommends City Council approval of Resolution 31-R-18 authorizing the City of Evanston to request volume cap allocation for Private Activity Bonds (PAB) from the State of Illinois Governor’s Office in the amount of $7,821,030 for 2018. This authorizes the City to request its allocation of PAB volume cap only; City Council would have to approve any project proposed for PABs separately following receipt of its volume cap reservation from the State of Illinois. The City has three years to allocate its PAB to a project or projects and any unallocated volume cap reverts to the State of Illinois for reallocation.

Funding Source:
Private Activity Bonds were created by the Federal Tax Reform Act of 1986 as amended, which imposes a limit on the aggregate amount of “tax exempt private activity” bonds (also known as “Volume Cap”) that can be issued by a state. The State of Illinois (“the State”) has adopted procedures for the allocation of Volume Cap pursuant to the Illinois Private Activity Bond Allocation Act, 30ILCS 345 (the “Illinois Allocation Act”). Home Rule units of government may request an amount of volume cap equal to $105.00 multiplied by the population within its jurisdiction. Based on the Population Division of the U.S. Census Bureau, Evanston’s population is 74,486, so may request $7,821,030.

Summary
The benefit of the City requesting its PAB volume cap is to provide the City the ability to allocate this form of below-market rate tax-exempt financing to economic development and affordable housing projects in Evanston without any direct financial contribution.
from the City. The request to the State of Illinois to reserve it PAB does not obligate the City to allocate its volume cap to a specific use. The City has three years to allocate its PAB to a project or projects and any unallocated volume cap reverts to the State of Illinois for reallocation. Any projects proposed for PAB financing would have to be approved by City Council separately following receipt of its volume cap reservation from the State of Illinois.

**Background**

Tax-exempt bonds are a federally authorized development finance tool that helps stimulate public and private investment in job creation, business and industry expansion, economic and physical redevelopment, transportation and infrastructure, health care and higher education, and agricultural and renewable energy production. Three-quarters of the total United States investment in infrastructure is accomplished with tax-exempt bonds. Qualified Private Activity Bonds (PABs) are the development finance mechanisms that drive projects involving both the public and private sector by passing the low-cost interest benefit through to the private borrowers. Although the City of Evanston is the issuer, the interest rate and bond terms are determined by the strength of the credit of the private client and its project. Unlike municipal bonds issued directly by the City for public projects, these bonds have no impact on the City’s credit rating or borrowing ratio. In addition, PABs present an opportunity for banks to lend or invest dollars in communities that are included in their assessment areas for Community Reinvestment Act credit.

**Tax-exempt private activity bonds (PABs)** are debt or loans which can be incurred by a government or private entity. The interest paid on PABs is exempt from federal taxation which makes them an attractive investment while also lowering the cost of finance. PABs are the most actively used bonding tool for financing the manufacturing sector and are a key economic development and affordable housing financing tool that can be used by the State of Illinois (Illinois Finance Agency and Illinois Housing Development Authority) and home rule units of government. The City of Evanston may award a volume cap allocation to private entities to issue tax-exempt bonds to finance projects that provide economic or community development benefits to the City.

A number of Evanston institutions have received PABs from the Illinois Finance Authority in past years, including Northwestern University and Three Crowns Park. The Illinois Housing Development Authority uses PABs to fund the 4% tax credit program for construction and rehab of affordable housing. A complete listing of PAB issues in Illinois is available on the Illinois Finance Authority’s web page that shows private activity bond issues since 2009 is available at: https://www.il-fa.com/programs/completed/summary

**Attachments**

- Resolution 31-R-18: Authorizing the City of Evanston to Request Volume Cap Allocation for Private Activity Bonds from the State of Illinois Governor’s Office
A RESOLUTION AUTHORIZING THE CITY OF EVANSTON TO REQUEST VOLUME CAP ALLOCATION FOR PRIVATE ACTIVITY BONDS FROM THE STATE OF ILLINOIS GOVERNOR’S OFFICE

WHEREAS, the City of Evanston, Illinois, is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, pursuant to Article VII, Section 6(a), of the Illinois Constitution, 1970, the City of Evanston may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 Illinois Compiled Statutes 2006, 345/1 et seq., as supplemented and amended, provides that a home rule municipality may request volume cap allocation equal to $105.00 per resident of that municipality in each calendar year, which volume cap may be allocated to certain tax-exempt private activity bonds; and

WHEREAS, it is now deemed necessary and desirable by the City of Evanston to request volume cap allocation for 2018;

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

SECTION 1: Pursuant to the Illinois Private Bond Allocation Act, 30 Illinois Compiled Statutes 2006, 345/1 et seq., the City of Evanston hereby requests that the Governor's office of the State of Illinois allocate volume cap in the amount of $7,821,030.00 for calendar year 2018.
SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

_______________________________

Stephen H. Hagerty, Mayor

Attest: Devon Reid, City Clerk

Approved as to form:

Michelle L. Masoncup, Interim Corporation Counsel

Adopted: ________________, 2018
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Questions regarding these guidelines and procedures may be directed to the Debt Management Unit of the Governor’s Office of Management and Budget at (312) 814-0023.
INTRODUCTION

The Federal Tax Reform Act of 1986 (the “Code”) as amended, imposes a limit on the aggregate amount of “tax exempt private activity” bonds (also known as “Volume Cap”) that can be issued by a state. While the Code provides an allocation scheme for specific issuing authorities, it also provides that a state may, by law, provide a different formula for allocating the State ceiling among the governmental units in the State having authority to issue such bonds. The State of Illinois (“the State”) has adopted procedures for the allocation of Volume Cap pursuant to the Illinois Private Activity Bond Allocation Act, 30ILCS 345 (the “Illinois Allocation Act”).

The Governor’s Office is the entity charged with authority to allocate Volume Cap among the political subdivisions within the State. In the event of conflict between the Code and Illinois Allocation Act and these “2018 Guidelines and Procedures” (the “Guidelines”), the Code and the Illinois Allocation Act shall control. Any matters not covered by the Code or the Illinois Allocation Act or the Guidelines shall be decided by the Governor’s Office, and the Governor’s Office reserves the right to amend the Guidelines at any time.

These Guidelines are provided by the Governor’s Office to assist issuers in understanding how the allocation formula will be administered. They do not represent a binding legal interpretation of either the Code or the Illinois Allocation Act. The Governor’s Office will not make a legal determination of the applicability of the Code to an issuer nor will it determine an issuer’s compliance under the Code. Issuers should consult their own legal counsel to make these determinations.

The Guidelines require certain issuers to submit requests to the Governor’s Office for allocations of Volume Cap. In addition, they require issuers within the State to report on reallocations and their use of Volume Cap.

PLEASE NOTE – ALL REQUESTS AND REPORTING SUBMISSIONS, AS DESCRIBED HEREIN, MUST BE SUBMITTED IN BOTH (i) HARD AND (ii) ELECTRONIC FORMATS (ADOBE ACRoBAT “PDF”) TO THE FOLLOWING ADDRESSES:

HARD COPY SUBMISSIONS TO:
Governor’s Office of Management and Budget
Debt Management Unit – Volume Cap Submission
JRTC, 100 W Randolph Street – Suite 15-100
Chicago, IL 60601
Attn: Sophia Ronis

ELECTRONIC (PDF) SUBMISSIONS TO:
OMB.VolumeCapRequest2018@illinois.gov

Please indicate the (i) name, (ii) status of your organization (Home Rule, Non-Home Rule or State Agency) and (iii) type of submission (either a “REPORT” or a “REQUEST”) in the “SUBJECT” line of your submission e-mail. Please include the following information for a primary and secondary contact person in the body of each electronic submission (email):
Name
Title
Department/Division
Phone Number
Email address

IMPORTANT NOTE – The time and date stamp of the email will be used for the purpose of determining the order in which the submissions are received unless otherwise noted herein.
Calendar Year 2018 State Ceiling and Allocations

2018 State Ceiling – Background and Calculation

Section 146 of the Code limits the amount of qualified private activity bond debt that may be issued in a state during a calendar year (“the State Ceiling”). Section 146(d) of the Code was amended by H.R. 5662, the “Community Renewal Tax Relief Act of 2000 (the “CRTF Act”),” to specify that beginning in calendar year 2002 the limit shall be the greater of $75 multiplied by a state’s population or $225 million. The CRTF Act further specifies that beginning in calendar year 2003 the volume limit may be adjusted annually for inflation. Pursuant to Revenue Procedure 2008-66 published by the Internal Revenue Service, the volume limit on qualified private activity bonds adjusted for inflation for calendar year 2018 is ($105 multiplied by the state’s population.

Section 146(j) of the Code further requires that the calculation of the State Ceiling be based on the most recent resident population estimate released by the U. S. Bureau of the Census before the beginning of the calendar year. On December 28, 2017, the Population Division of the U.S. Census Bureau issued “Table 1: Annual Estimates of the Population for the United States, Regions, States, and Puerto Rico: April 1, 2000 to July 1, 2017 (NST-EST2017-03)” which reports Illinois’s estimated population as 12,802,023.

Illinois 2018 State Ceiling is $1,344,212,415.00 ($105 x 12,802,023).

Allocations

Pursuant to the Statute, the table below denotes the initial allocation of the 2018 State Ceiling.

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Rule Units</td>
<td>$851,347,980.00</td>
</tr>
<tr>
<td>Non-Home Rule Units</td>
<td>246,432,217.50</td>
</tr>
<tr>
<td>State Agencies/Authorities</td>
<td>246,432,217.50</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,344,212,415.00</strong></td>
</tr>
</tbody>
</table>

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HOME RULE UNITS

Allocation

January 1 Benchmark
As described in “2018 State Ceiling – Background and Calculation” above, each Home Rule community is allocated an amount equal to ($105 multiplied by its population and Cook County, as a Home Rule county, is allocated an amount equal to $105.00 multiplied by the population of its unincorporated area. Based on the most recent US Census estimates the total amount for all Home-Rule units has been determined to be $851,347,980.00. Appendix C attached identifies the list of Home Rule units and the population count used by the Governor’s Office for the volume cap allocation. Special census estimates or other estimates for individual municipalities are not recognized by the Governor’s Office.

During the period from January 1, 2018 through May 1, 2018 Home Rule units may not apply to the State for an allocation under the Illinois Allocation Act. Rather, Home Rule units must determine and monitor their own private activity bond limits as provided in the Illinois Allocation Act. Please see reporting requirements detailed below in “Home Rule Reporting”.

June 1 Benchmark
Of the total amount available to each Home Rule unit of government with less than 2,000,000 inhabitants, the amount that has not been granted, transferred, or reserved by Home Rule units for specific projects or purposes as of May 1, 2018, shall be reserved to the Governor’s Office on June 1, 2018 (the “home Rule Pool”). From the period of June 1 through July 15, 2018, one-half of the Home rule Pool will be available to all Home Rule units with less than 2,000,000 inhabitants (the remaining half is available for allocation to the State or State Agencies as herein after described).

The Governor’s Office will accept Home Rule units’ requests for volume cap from the Home Rule Pool beginning on the first State business day on or after June 1, 2018. Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., June 1, 2018. No requests can or will be accepted prior to this date and time. On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor’s Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission is received, and processed on a first-come, first-granted basis.

If a determination is made that there is a sufficient amount of allocation remaining in the Home Rule Pool upon a request made, an allocation approval letter will be sent to the applicant. The approval letter will be mailed by first class U.S. Mail to the signatory of the application letter Express mail will be used upon request and at the issuer’s expense. The allocation is valid for a period of 60 calendar days from the date of the letter or December 28 of the year of the allocation. This period is set by Illinois Allocation Act and cannot be extended.

July 15 Benchmark
On and after July 15, 2018, the amount of the unused allocation from the Home Rule Pool shall be available to both Home Rule units of government (with less than 2,000,000 inhabitants) and to State agencies. Requests submitted prior to July 15 that are not completely fulfilled must be re-filed after July 15 if cap still is requested.
The Governor’s Office will accept Home Rule units’ requests for volume cap from the Home Rule pool beginning on the first State business day on or after July 15, 2018. Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., July 15, 2018. No requests can or will be accepted prior to this date and time. **On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor’s Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission is received, and processed on a first-come, first-granted basis.**

Please Note –

- A completed “Allocation Request Letter” (Appendix A) and a copy of an “Official action”, as defined in the Statute, must accompany all request submissions (June 1 or July 15). A submission will not be deemed complete unless a copy of Official action is included in the transmittal.

- No Home Rule unit may be granted more than 10% of the amount of total allocation initially available for Home Rule units for a single project. Home Rule units may submit separate requests for multiple projects. Requests must be for specific projects, not general use. Requests will be processed only for allocation to be used directly by the requesting Home Rule unit. Joint requests from more than one unit or requests from one unit for allocation that will also be used by other units of government will not be considered. Once an allocation is given to a specific unit, the Governor’s Office will not object if units pool their allocations and join together in a bond issue as advised by legal counsel.

- The allocation approval letter to Home Rule units of government is valid for a period of 60 calendar days from the date of the letter or through December 31, 2018, whichever date comes first. If an issuer’s allocation has expired, it may apply for a new allocation if allocation is still available. Such application will be processed by the Governor’s Office in the same manner as any other new application.

- The State, a State agency or Home Rule unit may reallocate all or a portion of its ORIGINAL allocation to a Home Rule Unit, the State, a State agency or a Non Home Rule Unit of local government. Home Rule units may reallocate by official action of their governing body only as to volume cap reserved prior to May 1, 2018. Home Rule units MAY NOT reallocate any allocation granted by the Governor’s Office after June 1. Please see “REALLOCATION PROVISIONS” for further details.
Home Rule Reporting

Confirmation of Issuance
Pursuant to Section 7 of the Illinois Allocation Act, any Home Rule unit utilizing Volume Cap (regardless of its source) is required to report, within 10 calendar days of issuance, the following:

(a) Name of the Issuer;
(b) Principal amount of the issue;
(c) Purpose for which the private activity bonds were issued;
(d) The amount, if any, used to refund any prior issue of private activity bond; and
(e) IRS 8038

A form of the “Confirmation of Bond Issuance” letter is provided in Appendix A.

If the amount of bonds issued as stated in the confirmation letter is less than the amount approved for allocation for that project, the amount of unused allocation shall be added to the remaining pool allocation available. This “lapsed” volume cap will be offered first to all issuers who have requested volume cap whose requests were not completely fulfilled, in the order that such requests were initially filed. If more than one request was initially filed at the same time, the order of filing will be randomly assigned for purposes of offering lapsed cap. Volume cap is not considered lapsed unless the issuer or issuer’s representative states in writing that all or a portion of the cap will not be used.

Mid-Year Reporting
No later than May 10, 2018, each Home Rule unit with less than 2,000,000 inhabitants must report to the Governor’s Office in writing on volume cap (i) granted, (ii) transferred, or (iii) reserved by official action of the unit’s governing body prior to May 1, 2018. The form described in Appendix A is provided for this purpose – “Report of Allocation Granted by Home Rule”.

Once Volume Cap is properly reserved by a Home Rule unit prior to May 1, 2018, the Governor’s Office will not object to the subsequent transfer or reallocation of such cap, or filing of a carry-forward of such volume cap, and no notice to the Governor’s Office of any such subsequent action is required. {Please note, however, that Home Rule units must provide notice to the Governor’s office, as provided in Section 6 of the Illinois Allocation Act, within fourteen days of said reallocation.}

Please Note - Copies of “Official Action”, as defined in the Illinois Allocation Act, must accompany this reporting submission. Submission will not be deemed complete unless a copy of Official Action is included with the submissions.

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NON-HOME RULE UNITS

Allocation Requests

January 1 Benchmark
The 2018 allocation of Volume Cap available on or after January 1, 2018 to be issued by Non-Home Rule units of local government is expected to be $246,432,217.50. Non-Home Rule units are defined as municipalities or counties, other than Home-Rule units. All other forms of government, such as local water districts or airport authorities, must apply for Volume Cap as a State Agency.

The Governor’s Office will accept Non-Home Rule units’ requests for Volume Cap from the Local Government Pool beginning on the first State business day on or after January 1, 2018 (January 2, 2018). Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., January 2, 2018. No requests can or will be accepted prior to this date and time. **On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor's Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission received, and processed on a first-come, first-granted basis.**

If a determination is made that there is a sufficient amount of allocation remaining in the total available allocation, an allocation approval letter will be sent to the applicant. The approval letter will be mailed by first class U.S. Mail to the signatory of the application letter. Express mail may be used upon request and at the issuer’s expense.

July 15 Benchmark
Of the total amount allocated to Non-Home Rule units, the amount of remaining allocation as of July 14, 2018 (the “Non-Home Rule Pool”) shall be reserved to the Governor’s Office on July 15, 2018 to be allocated to the State, State agencies or Non-Home Rule units as described in the Illinois Allocation Act. Requests submitted prior to July 15 that are not completely fulfilled must be re-filed on or after July 15 if volume cap is still requested.

The Governor’s Office will accept Non-Home Rule units’ requests for Volume Cap from the Non-Home Rule Pool beginning on the first State business day on or after July 15, 2018. Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., July 15, 2018. No requests can or will be accepted prior to this date and time. **On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor's Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission is received, and processed on a first-come, first-granted basis.**

Please Note –

- A completed “Allocation Request Letter” (Appendix A) and a copy of an “Official Action”, as defined in the Illinois Allocation Act, **must** accompany all request submissions (January 1 or July 15). **A submission will not be deemed complete unless a copy of Official Action is included in the transmittal.**
- No Non-Home Rule unit may be granted more than 10% of the amount of total allocation initially available to units of local government for a single project. Non-Home Rule units may submit separate requests for multiple projects. Requests must be for specific projects, not general use. Non-Home Rule units do not have power under statute to transfer or reallocate cap to other Non-Home Rule or Home-Rule units. Requests may be made only for cap that will be used within the Non-Home Rule unit's jurisdiction, as evidenced by such
documentation or evidence as the Governor's Office shall request. Letters of intent from lenders shall be deemed prima facie evidence. Units planning to pool their allocations must certify their intent to comply with this section in their request letter.

- The allocation approval letter is valid for a period of 60 calendar days from the date of the letter. This period is set by the Illinois Allocation Act and cannot be extended.
- Pursuant to Section 6 of Illinois Allocation Act, a Non-Home Rule unit IS NOT AUTHORIZED TO REALLOCATE all or any unused portion of its allocation. Direct and indirect reallocations by Non-Home Rule Units are strictly prohibited. This prohibition is discussed more fully in the “Reallocation Provisions” of these Guidelines.
- The proceeds from bonds utilizing Volume Cap allocated to a Non-Home Rule unit pursuant to these Guidelines must be used within the jurisdiction of the Non-Home Rule unit.
Non-Home Rule Reporting

Confirmation of Issuance
Pursuant to Section 7 of the Illinois Allocation Act, Non-Home Rule units are required to report, within 10 calendar days of issuance, the following:
   (a) Name of the Issuer;
   (b) Principal amount of the issue;
   (c) Purpose for which the private activity bonds were issued;
   (d) The amount, if any, used to refund any prior issue of private activity bond; and
   (e) IRS 8038

A form of the “Confirmation of Bond Issuance” letter is provided in Appendix A.

If the amount of bonds issued as stated in the confirmation letter is less than the amount approved for allocation for that project, the amount of unused allocation shall be added to the remaining pool allocation available. This “lapsed” volume cap will be offered first to all issuers who have requested volume cap whose requests were not completely fulfilled, in the order that such requests were initially filed. If more than one request was initially filed at the same time, the order of filing will be randomly assigned for purposes of offering lapsed cap. Volume cap is not considered lapsed unless the issuer or issuer’s representative states in writing that all or a portion of the cap will not be used.

Annual Reporting of Housing Projects
The Illinois Allocation Act requires Non-Home Rule units to provide an annual report of all private activity bonds issued for any housing purposes which utilizes volume cap allocated by the State. Details on the reporting requirement can be located in the Section 7.5 of the Illinois Allocation Act. A form to aid reporting has been provided in Appendix B to these Guidelines. Calendar Year 2018 submissions are to be sent via the instructions set forth on page 3 of these Guidelines by February 1, 2018. An additional copy of this report only must also be submitted to the Illinois Housing Development Authority (“IHDA”) at the following address:

   Illinois Housing Development Authority
   Attention: General Counsel
   401 North Michigan Avenue
   Chicago, IL  60611

Please Note - Excel version of this form is available for download on our webpage (http://www.illinois.gov/gov/budget/Pages/default.aspx) for your convenience.

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STATE AGENCIES

Allocation Requests

For calendar year 2018 there is expected to be $246,432,217.50 for use by State Agencies, (the “State Agency Pool”), defined as any State agency, commission, board, authority, or body politic and corporate of the State authorized by law to issue Private Activity Bonds, other than a Non-Home Rule or Home-Rule unit.

The Governor’s Office may allocate among all State agencies from the State Allocation Pool available after January 2, 2018. In addition, State agencies may apply beginning on or after the first State business day after June 1, 2018 for the allocation retained by the Governor’s Office from the Home-Rule Pool and beginning on or on July 15, 2018 for the allocation retained, if any, from the Non-Home Rule Pool. Requests submitted prior to June 1 which are not completely fulfilled and requests submitted prior to July 15 which are not completely fulfilled must be re-filed after July 15 if cap from the Non-Home Rule pool is requested. Please see “HOME RULE” and “NON-HOME RULE” sections for submission procedures.

Please Note-
- Requests will be processed only for allocation to be used directly by the requesting State agency. Requests may be requested and granted on a lump-sum by private activity bond category or individual project basis as the Governor’s Office may determine. Joint requests from more than one State agency or units of government or requests from one State agency for an allocation that will be used by other units of government will not be considered. Once an allocation is given to a specific State agency, the Governor’s Office will not object if units pool their allocations and join together in a bond issue as advised by legal counsel.
- State agencies may submit requests for allocations of any amount. The 10% limit does not apply to State Agencies
- The Governor’s Office may consult with State agencies prior to submission of their allocation requests and determine the amount of allocation that shall be requested and approved. The allocation shall be valid through the end of the calendar year.
- State agencies may reallocate their unused allocation in the manner described in “REALLOCATION PROVISIONS” with the approval of the Governor’s Office. A State agency that issues bonds after receiving a reallocation from a Home-Rule unit or another State agency shall submit the information described in the “Reporting” section below.
- State agencies also may file a carry-forward of an allocation remaining at the end of one calendar year to the next under certain circumstances, with the approval of the Governor’s Office. Issuers should consult their legal counsel with respect to the applicability of this provision to their circumstances.
State Agency Reporting

Confirmation of Issuance
Pursuant to Section 7 of the Illinois Allocation Act. State Agencies are required to report, within 10 calendar days of issuance, the following:

(a) Name of the Issuer;
(b) Principal amount of the issue;
(c) Purpose for which the private activity bonds were issued;
(d) The amount, if any, used to refund any prior issue of private activity bond; and
(e) IRS 8038

A form of the “Confirmation of Bond Issuance” letter is provided in Appendix A.

If the amount of the bonds issued as stated in the confirmation letter is less than the amount approved for allocation for that project, the unused allocation amount shall be retained by the State Agency unless otherwise directed by the Governor’s Office.

Annual Reporting of Housing Projects
Pursuant to the Illinois Allocation Act, State Agencies are required to provide an annual report of all private activity bonds issued for any housing purposes which utilizes volume cap allocated by the State. Details on the reporting requirement can be located in Section 7.5 of the Illinois allocation Act and a form has been provided in Appendix B for submission. Calendar Year 2018 Submissions are to be sent via the instruction set forth on page 3 of these guidelines by February 1, 2018. An additional copy of this report only must also be submitted to the Illinois Housing Development Authority (“IHDA”) at the following address:

Illinois Housing Development Authority
Attention: General Counsel
401 North Michigan Avenue
Chicago, IL 60611

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REALLOCATION PROVISIONS

Reallocations by the State, a State Agency or a Home Rule Unit

The State, any State Agency or Home Rule unit may voluntarily reallocate to any Non-Home Rule unit of local government, Home-Rule unit, the State or any State agency all or any portion of its unused allocation. {The State Agency or Home Rule unit reallocating all or a portion of its unused allocation must provide notice to the Governor’s office within fourteen days of said reallocation.}

Consistent with the Illinois Allocation Act and these guidelines, entities that issue private activity bonds on the basis of reallocations must submit to the Governor’s Office written evidence of such reallocation and a confirmation of bond issuance letter within ten calendar days from the date the bonds are issued.

Reallocations by a Non-Home Rule Unit Are Prohibited

Non-Home Rule units may not reallocate to any issuer. This prohibition applies to direct reallocations and to reallocations attempted via an intergovernmental or other agreement. Allocations made to Non-Home Rule units pursuant to the Illinois Allocation Act and these Guidelines may not be used in an issuance by another governmental entity on behalf of the Non-Home Rule unit or as a surrogate for the Non-Home Rule unit via an intergovernmental or other agreement.

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Office of the Governor
Governor’s Office of Management and Budget
100 W. Randolph Street – Suite 15-100
Chicago, IL. 60601

Attn: Sophia Ronis

ATTENTION: Debt Management Unit

RE: Issuer: ______________________________

Type: (Home-Rule, Non-Home Rule or State agency)

Maximum Principal Amount: __________________

Bond Description: (project, beneficiary, location, type/category of bonds)

Dear Governor Bruce Rauner:

In accordance with the Tax Reform Act of 1986 as passed by 99th Congress 2nd Session (1986), as amended, and 30 ILCS 345, the (name of issuer) respectfully requests an allocation for the above-captioned private activity bonds. In preparation for this bond issue to date, all applicable Federal and State requirements have been complied with. A copy of the inducement resolution or similar official action for this issue has been attached herewith.

[(The following is required only of Non-Home Rule units which expect to join other units in a single bond issue as described in the guidelines): I hereby certify that (name of issuer) intends to comply with requirements set forth in the Governor's Office guidelines and will not transfer or reallocate any cap received from the Governor's Office to other Non-Home Rule or Home-Rule units and will use the cap only within our jurisdiction.]

I hereby certify under penalty of perjury, that to the best of my knowledge, the issuance of the Private Activity Bond was or will not be made in consideration of any bribe, gift, gratuity or direct or indirect contribution to any political campaign.

Please forward the allocation approval letter to the undersigned [or to: ____________]. Bond counsel for these bonds [is expected to be ______________, who may be reached at [phone number]] [has not yet been selected].

Sincerely,

(Name of issuer)

(Signature of authorized public official)

(Title)

(Phone number)

[Note: The Bond description cannot be materially changed after submission.]
(Governor’s Letterhead)

BOND ALLOCATION APPROVAL LETTER

(Date)

Allocation Number (our assigned number)

(Name of issuer)

Attention: (Name of Official)

Re: Issuer: ______________________________

Type: (Home-Rule, Non-Home Rule or State agency)

Maximum Principal Amount: ______________________________

Bond Description: (project, beneficiary, location, type/category of bonds)

Ladies and Gentlemen:

In accordance with the Tax Reform Act of 1986, as amended, and 30 ILCS 345, the above-captioned Issuer has requested an allocation for Private Activity Bonds with respect to the above-captioned bonds. In support of this request, I have been presented with the resolution duly adopted by the Issuer or similar official action with respect to the above-captioned bonds.

I hereby allocate $________ of the State’s 2018 maximum limit on private activity bonds to the above-captioned Issuer.

Pursuant to Section 6 of the Illinois Private Activity Bond Allocation Act, this allocation is only valid if:

(1) the proceeds from the bonds (the “Bonds”) utilizing the bond volume cap are to originate single family mortgages to finance the purchase of homes located within the jurisdiction of the unit local government applying for the bond volume cap, or the costs associated therewith, or, if not so used, applied to redeem the Bonds; and

(2) the unit of local government is the Issuer of the Bonds.

“Issuer” as used herein is the entity named on the Bonds and obligated for the repayment of the Bonds and does not include an entity for whom bonds have been issued by another party via an intergovernmental or other agreement.

This allocation is valid through and including ________________. If the above-captioned bonds have not been issued by said date this allocation automatically expires and is available for reallocation.

Sincerely,

BRUCE RAUNER

Governor
CONFIRMATION OF BOND ISSUANCE
TO BE PROVIDED BY ISSUER

(Date) [Within 10 calendar days of issuance]

Allocation Number:  (assigned by us in the allocation approval letter)

Office of the Governor
Governor’s Office of Management and Budget
100 W. Randolph Street – Suite 15-100
Chicago, IL 60601
Attn: Sophia Ronis

ATTENTION:  Debt Management Unit

Re:  Issuer: __________________________________________
    Type:  (Non Home-Rule, Home-Rule or State agency)
    Date of Issuance: _________________________________
    Principal Amount Issued: _________________________
    Bond Description:  (project, beneficiary, location, type/category of bonds)

Dear __________:

In accordance with the Tax Reform Act of 1986, as amended, and 30 ILCS 345, the above-captioned Issuer is giving notice that the above-captioned private activity bonds have been issued. With regard to the issuance of these bonds, all applicable federal and state requirements have been complied with. The total allocation provided for this bond issue in the Allocation Approval Letter dated __________________ was $_______________. The total principal amount actually issued was $________________ and, therefore, the amount of $_________________ is unused allocation that may be added to the total available allocation.

Sincerely,

(Name of issuer)

(Signature of authorized public official)

(Title)

Attachments

[Note: If the bonds were issued on the basis of a voluntary reallocation of unused allocation or as a result of a carry-forward of allocation from a prior year, this fact should be so stated in this confirmation letter and a copy of the written evidence of such reallocation or carry-forward should be attached.]
REPORT OF ALLOCATION GRANTED
BY HOME-RULE UNITS

(Due Thursday, May 10, 2018)

Office of the Governor
Governor’s Office of Management and Budget
100 W. Randolph Street – Suite 15-100
Chicago, IL. 60601
Attn: Sophia Ronis

ATTENTION: Debt Management Unit

Re: Issuer: (Home-Rule unit)
Total 2018 Volume Cap Allocation: [see list attached to guidelines for population, multiplied by $105.00]

Volume Cap allocations granted, transferred, or reserved by Issuer resolution prior to May 1, 2018:

1. Principal Amount of Issue: ________________________
   Bond Description: (Type of bond)
   (Repeat as necessary identify all specific allocations)
   If reallocated to another issuer, state name of issuer:________________________

Copies of allocation resolutions or ordinances are attached. [Note: Memorandums of agreements with businesses need not be attached.]

Total Allocation Granted or Reallocated $____________________________

Sincerely,

(Name of issuer)

____________________________
(Signature of authorized public official)

(Title)

(Phone number)
APPENDIX B

ANNUAL HOUSING REPORT

SAMPLE FORM

(Excel version available for download on GOMB website - [http://www.illinois.gov/gov/budget/Pages/default.aspx](http://www.illinois.gov/gov/budget/Pages/default.aspx))
### Bond Issuer Annual Reporting Form

<table>
<thead>
<tr>
<th>Information Required for All Bond Issues</th>
<th>Explanation/Detail</th>
<th>Insert Required Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Issuer Entity Issuing Bonds:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Person Completing Report (Draft) Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drafter Contact Information Company:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reporting Period Calendar Year:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Report</td>
<td></td>
<td>Date (no less than 45 days prior to end of Reporting Period):</td>
</tr>
<tr>
<td>Bond Proceeds Used for Projects and Loans</td>
<td></td>
<td>Percentage of Total Issuance:</td>
</tr>
<tr>
<td>Total Cost of Issuance Amount:</td>
<td></td>
<td>Amount:</td>
</tr>
<tr>
<td>Bond Proceeds Used to Refund Prior Bonds</td>
<td></td>
<td>Amount:</td>
</tr>
<tr>
<td>Unused Proceeds at Time of Report Amount:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plan for Use of Any Unused Proceeds</td>
<td>Attach Narrative and Supporting Documentation Showing Commitments to Utilize Proceeds, including timetable for use.</td>
<td></td>
</tr>
</tbody>
</table>

#### For Multifamily Rental Units Only

| Total Number of Developments Total:     |                        |                             |
| Total Number of Units Total:            |                        |                             |
| Income Levels for All Units (using Area Median Income, or "AMI"): |                      |                             |
| No. Units at 30% AMI or less:           |                        |                             |
| No. Units at 40% AMI:                   |                        |                             |
| No. Units at 50% AMI:                   |                        |                             |
| No. Units at 60% AMI:                   |                        |                             |
| No. Units at 80% AMI:                   |                        |                             |
| No. of Other Restricted Units (____% AMI): |                    |                             |
| Unrestricted (Market Rate):             |                        |                             |

**NOTE:** The table of current AMI figures to be used in compiling this information may be found at [http://www.ihda.org/Downloads.aspx](http://www.ihda.org/Downloads.aspx) or by calling the Illinois Housing Development Authority at 312-836-5200.

#### For Single Family Units Only

<table>
<thead>
<tr>
<th>Loans and Households Achieving Homeownership with Bond Proceeds</th>
<th>Number of Mortgage Loans:</th>
<th>Number of Households:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan Amounts, Actual and Effective Interest Rates Attach List of Individual Loan Amounts, detailing the actual and effective interest rate for each loan.</td>
<td></td>
<td></td>
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<td>Annual Comprehensive Housing Plan Priorities (see below for priority key) Attach detail showing the number units serving the priority populations described below, along with documentation showing efforts to serve Priority Populations, when available.</td>
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**Key to Priorities**

- Disabled: No. Units Serving People with Disabilities (as defined in the Illinois Comprehensive Housing Plan, found at [www.ihda.org](http://www.ihda.org); choose "Housing Policy and Planning" in the left margin)
- Extremely Low Income: No. Units Serving Very Low-Income (less than 30% AMI) Households and Families
- Homeless: No. Units Serving Homeless People and Families and Those At-Risk of Homelessness
- Live Near Work: No. Units Serving Low and Moderate-Income Families and People Unable to Find Affordable Housing Near Employment or Transportation
- Preservation: No. of Units for Low-Income Families and People Living in Existing Affordable Housing that is in Danger of Becoming Unaffordable
- Very Low Income: No. Units Serving Very Low-Income (31 to 50% AMI) Households and Families

**QUESTIONS??????**

Any questions on how to complete this form should be directed to Charlotte Flickinger at the Illinois Housing Development Authority at 312-836-5200 or TTD 312-836-5222.
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1. Home Rule Communities: Secretary of State – Index Department
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1. Home Rule Communities: Secretary of State – Index Department
For City Council meeting of May 14, 2018 Item A7
Resolution 27-R-18, Termination of Lease at 2222 Oakton with Smylie Brothers
For Action

Memorandum

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

From: Wally Bobkiewicz, City Manager
       Erika Storlie, Assistant City Manager
       Paul Zalmezak, Economic Development Division Manager

Subject: 27-R-18, Termination of Lease of City-Owned Property Located at 2222 Oakton Street

Date: May 2, 2018

Recommended Action:
Staff recommends City Council adopt Resolution 27-R-18, “Authorizing the City Manager to Execute a Mutual Termination of Lease Agreement for City-Owned Real Property Located at 2222 Oakton Street with Smylie Brothers Draft and Package LLC”. Staff also requests direction on next steps for the property.

Funding Source:
Not Applicable.

Livability Benefits:
Not Applicable.

Summary:
Smylie Brothers Brewing Company has requested the City of Evanston agree to terminate the lease of the former recycling center at 2222 Oakton. In the attached letter dated April 10, 2018, Michael Smylie indicated he “was unable to raise sufficient funding to complete the project as planned” and “appreciates the efforts (the City of Evanston) took to launch this project.” Mr. Smylie cites Section 2(b) of the lease and requests to “opt out of the lease based on the mutual termination language.”

In April of this year, staff learned from a social media post (attached) that Smylie Brothers had identified a location for production in Chicago. Mr. Smylie reported to staff that during the summer of 2017, they had the opportunity to take over the former Aquanaut brewery and all of the equipment. He reported the building was set up as an operational brewery and needed no improvements. This provided them a “dedicated
Sour Beer or alternative yeast production site so as not to infect mainstream beers produced at the future 2222 Oakton location.” It was also to serve as a backup to the current brew pub in downtown Evanston so the business “would not continue to have beer shortage issues due to onsite demand.”

Mr. Smylie reported that he would have preferred to have both the Chicago and 2222 Oakton locations running “side by side”. In fall 2017, after acquiring the Aquanaut property, the planned financial partner for 2222 Oakton backed out of the deal. Mr. Smylie reports he has spent significant time and money in a failed attempt to find a new partner. Furthermore, the requirements to complete the conversion of 2222 Oakton to a brewery are beyond Smylie Brothers Brewing Company’s financial abilities.

Upon review of the lease, staff does not agree with Mr. Smylie’s suggestion that “mutual termination language” exists, nor does Section 2(b) of the lease provide Smylie Brothers Brewing Company with lease termination rights based on inability to “raise sufficient funding.” Staff recommends terminating the lease, nonetheless, as Smylie Brothers Brewing Company has no intention of completing the project, as evidenced by the acquisition of the Aquanaut space. Therefore it is in the best interest of the City to identify another productive use for the property.

Staff is seeking direction from the City Council on preferred action for disposition or reuse of the 2222 Oakton property. The property is highly desirable and has numerous interested parties. Possible options for the property include:

1. Deny request to terminate lease, Smylie remains responsible for lease terms
2. Initiate a new RFQ/P process for lease with preferred use guidelines identified
3. Initiate a new RFQ/P process for sale of the property
4. List the property for sale (let market use site as zoning/regulations allow)
5. Reuse the property for city use as storage or similar
6. Demolish the property

Staff has received a number of inquiries about the property during the prolonged lease negotiations and due diligence process. Currently, three parties have expressed an interest in acquiring the property, which are summarized as follows:

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<td>Co-working Fitness Center</td>
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<td>Rock climbing terrain, yoga classes, and fitness equipment</td>
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The proposed uses were unsolicited and should City Council provide direction to undertake an RFQ/P process or list the property for sale there would likely be several more interested parties who are unaware of the current circumstances of the property. The property was appraised at $845,000 in July of 2015. It is recommended that a new appraisal be conducted to determine current market value.

Since closing the recycling function, the City has used the building in numerous ways including:

- Public Works materials and equipment storage including (during winter months) stone and cold mix asphalt available to backfill excavations
- Parks & Recreation boat and other water vessel storage during the winter
- Public Works winter equipment storage during summer months.

Finally, the police department recently requested temporary use of the facility to store vehicles being held for seizure proceedings with the Cook County State’s Attorney.

Background:
The City of Evanston sought proposals for the 2222 Oakton property in May 2015. Since the closure of the property as a recycling facility, the property had served as storage for City equipment. In addition to Smylie Brothers Brewing Company, respondents included First Ascent Climbing & Fitness and a youth basketball program. The Smylie Brothers proposal was selected as most responsive and provided an opportunity to assist a local business expand by enabling Smylie Brothers to brew larger quantities of beer that would include canning of beers for larger distribution.

In July 2015, the City Council approved moving forward with lease negotiations with Smylie Brothers after adoption of Resolution 70-R-15, “Authorizing the City Manager to Negotiate a Real Estate Contract for the Recycling Center for an Entertaining, Dining and/or Retail Use with Smylie Brothers Brewing Company, LLC”.

In December 2016, after months of due diligence and lease discussions, the City Council authorized the lease with Smylie Brothers and a month later, the lease at 2222 Oakton commenced (January 1, 2017). Key terms of the lease agreement included:

- City would retain ownership of the property, and tenant would be responsible for rent, property taxes, and maintenance costs of the facility.
- The lease would be for 10 years and include two, five-year options for additional lease periods.
- Initial rent would be $12.50 per square foot which is $163,750 annually and $13,645.83 monthly (based on 13,100 square feet of building). For the first 18 months, after executing the lease, the tenant will have free rent to accommodate due diligence and construction. Within those 18 months, the first four months permits a due diligence period that will allow the tenant to further study the property and allow for the flexibility to exit the deal if it was determined the project was no longer feasible.
- Subject to future City Council approval, the tenant would have the ability if to purchase the property at a later date. No rent paid prior to that time would be credited toward the purchase of the property; no investments made by the tenant to the property will be treated as credits toward a future purchase. The purchase price of the property would be based on the appraised value of the property at time of sale/purchase and approval and authorization by the City Council at that point in time.
- Tenant is required to include kitchen operations in the new brewery to offer food options to patrons of the tap room at the new location.
- The outdoor patio would be restricted to individuals 21 and over; individuals under 21 would need to be accompanied by an individual over 21 in order to occupy this outdoor space. Additionally the patio would be fenced in order to maintain boundaries for use of the space.
- This lease does not contemplate or permit the use of adjacent park space use by Smylie Brothers.
- The City was to improve the parking between the 2222 Oakton property and the Evanston Animal Shelter. This project was held while Smylie worked to identify an investor.

**Legislative History:**
The City Council approved Resolution 70-R-15, authorizing the City Manager to negotiate with Smylie Brothers at the July 13, 2015 City Council meeting.

The City Council approved 48-O-16, authorizing the City Manager to Execute a Lease of City-Owned Real Property Located at 2222 Oakton Street with Smylie Brothers Draft and Package LLC on December 12, 2016.

**Attachments:**
- Resolution 27-R-18 with executed lease
- Termination Letter
- Copy of Social Media Post
A RESOLUTION

Authorizing the City Manager to Execute a Mutual Termination of Lease Agreement for City-Owned Real Property Located at 2222 Oakton Street with Smylie Brothers Draft and Package LLC

WHEREAS, the City of Evanston owns certain real property located at 2222 Oakton Street, Evanston, Illinois 60202, which is improved with a single story 13,800 square foot building commonly known as the "Recycling Center" (the "Property"); and

WHEREAS, in 2016, the City conducted a public process to redevelop the Property, formal proposals were submitted, and Smylie Brothers Brewing Draft and Package LLC was selected as the tenant for the building to build a brewery and taproom at the site. Attached as Exhibit 1 is a copy of the Lease Agreement; and

WHEREAS, Smylie Brothers Draft and Package LLC seeks to terminate the lease with the City because it cannot raise sufficient funds to redevelop the Property into a brewery and tap room; and

WHEREAS, the City Council hereby finds and determines that the best interests of the City of Evanston and its residents will be served by terminating the Agreement; and

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:
SECTION 1: The City Council hereby authorizes the termination of the lease agreement between the City and Smylie Brothers Draft and Package LLC for the property at 2222 Oakton Street.

SECTION 2: The City Manager is hereby authorized and directed to take any additional steps to terminate the lease agreement between the parties 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.

_____________________________
Stephen H. Hagerty, Mayor

Attest: 

_____________________________
Devon Reid, City Clerk

Approved as to form:

_____________________________
Michelle L. Masoncup, Interim Corporation Counsel

Adopted: ______________________, 2018
LEASE

between

Smylie Brothers Draft & Package LLC
an Illinois limited liability company

as Tenant

and

CITY OF EVANSTON
An Illinois municipal corporation,

as Landlord

2222 Oakton Street

EVANSTON, ILLINOIS 60202
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LEASE

THIS LEASE AGREEMENT is made by and between CITY OF EVANSTON ("Landlord"), an Illinois municipal corporation and SMYLIE BROTHERS DRAFT & PACKAGE, LLC, an Illinois limited liability company d/b/a Smylie Bros. ("Tenant").

WITNESSETH:

1. PROPERTY

(a) Property. Landlord is the fee simple owner of certain real property at 2222 Oakton Street, Evanston, Illinois 60202, which is the former recycling processing center facility, legally described in Exhibit “A” attached hereto and incorporated herein (the “Property”). The Property has a total of approximately 33,580 square feet of land, improved with a 13,100 square foot one-story building ("Building"). Landlord does hereby lease the Premises to Tenant, for Tenant’s exclusive use and control, together with all appurtenances thereto, pursuant to the terms and conditions of this Lease. During this Lease Term, the Property and Building will be collectively referred to as “Premises”.

(b) Parking. This Lease does include the use of seven (7) parking spaces for employees and one (1) ADA compliant parking space, all located on the northern side of the Premises which is part of the Rental Rate (“Premises Employee Parking”). Tenant and tenant’s employees may not utilize any on-street parking spaces on Oakton Street. Landlord will install parking meters for the non-employee parking space, which are outlined on the Site Plan. The parking lot portion of the Premises will be included in the separate parcel from the building with the subsequent PIN Division, as more fully described in Section 8(e).

2. TERM

(a) Primary Term. Subject to the provisions of this Lease, the “Primary Term” must be for 10 years (120 months) and must commence on the 1st day of January 2017 (“Commencement Date”) and must end at 11:59 p.m. on the 31st day of December 2027, except as otherwise terminated as provided herein.

(b) Inspection Period. The period beginning with the Commencement Date and ending at the later of (a) four (4) months after the Commencement Date or (b) the date on which Landlord delivers to Tenant the drawings of the Parking Lot described in Section 1(b) above and written notice of the boundaries of the PIN Division of the two parcels as described in Section 8(e) below plus sixty (60) days, must be considered a due diligence period for Tenant to inspect the Premises. During this period (the “Inspection Period”), Tenant, at its sole expense, may obtain an inspection of all buildings and related improvements located on the Property. In addition to Landlord’s Representations and Warranties set forth in Section 20 below, Landlord hereby gives Tenant the right to conduct any sampling or other invasive testing of the Building, foundation, concrete, water, soil, air or building improvements on or beneath the Property. Tenant must receive Landlord’s written consent prior to any soil testing, which consent shall not be unreasonably denied or delayed. The Parties recognize that, prior to the execution of this Lease, Tenant was given the opportunity to conduct inspection and testing of the concrete and foundation of the Building to preliminarily determine whether they were suitable for Tenant’s intended purpose, but that opportunity does not preclude Tenant from conducting additional testing during the Inspection Period. Tenant must
repair any damage done to the Property by any inspection during the Inspection Period. Tenant must
insure that any party entering onto the Realty for purposes of inspection maintains commercially reasonable liability insurance naming Landlord as an additional insured. Tenant must indemnify, defend and hold Landlord harmless from and against any loss, cost, liability or expense
Landlord may incur resulting from any such inspection. Tenant must have until the end of the
Inspection Period to terminate this Lease by written notice to Landlord. If Tenant does not deliver
a written notice to Landlord before the end of the Inspection Period terminating this Lease, then
Tenant is deemed to have waived this inspection contingency and any right to object to the
condition of the Premises. In no event must Landlord be required to cure any matter to which the
Tenant objects relating to the condition of the Premises.

(c) Extended Lease Terms. Provided Tenant is not otherwise in default beyond any applicable
cure period, replaced or otherwise amended such that Tenant is still permitted to conduct the
Permitted Use from the Premises, Tenant must have two (2) options (individually, a “Lease
Extension Option”), for two (2) immediately successive periods of five (5) years each (each an
“Extension Term”) upon the same terms, covenants and conditions as herein provided. Each
Lease Extension Option must be exercised by Tenant delivering to Landlord written notice of such
election, not less than one hundred twenty (120) days prior to the expiration of the then current
term. The exercise by Tenant of any one Lease Extension Option must not be deemed to impose
upon Tenant any duty or obligation to renew for any further period of time, and that the exercise of
any Lease Extension Option must be effective only upon the giving of notice of extension in
accordance with the foregoing provisions. The Primary Term together with any Extension Term(s)
is referred to herein collectively as the “Term”.

(d) Option to Purchase.

(i) Option to Purchase. Tenant initially is a Tenant of the Property which is owned by
Landlord. As such, Tenant's monthly payments are rental payments and will not be applied to the
Purchase Price if Tenant exercises the option to purchase described herein. Tenant has an option to
purchase the Building and the Property, so long as the Tenant is in compliance with the terms of
this Agreement at the end of the Primary Term and at any time during any Extension Terms (the
“Option to Purchase”). Tenant must submit written notification to Landlord that it intends to
exercise the Option to Purchase within one hundred and twenty (120) days of expiration of the
Primary Term. The provisions of this Lease relating to taking the Property “As Is” (§ 20(xiii)) and
waiver of claims arising under Environmental Laws (§27(d)) shall be a condition of purchase and
shall survive closing.

(ii) Purchase Price. The purchase price of the Building will be a negotiated price
between the Parties, with each Party relying on its own research and valuations, including
appraisal(s) of the Building and Property. If the Parties cannot agree upon a purchase price, then:
(a) each Party shall select its own appraiser; (b) the Parties’ appraisers shall select a third appraiser;
(c) each of the three appraisers shall render an appraisal of the fair market value of the combined
Building and Property; and (d) the purchase price will be the middle appraised fair market value. A
closing will occur upon the Parties executing a purchase and sale contract (“Building and Property
Purchase Agreement”) and the subsequent payment of the Purchase Price at a Closing. Tenant will
not be given credit towards the purchase price for the rental payments made to Landlord.
(iii) **Delinquencies.** Should the Tenant have incurred delinquencies in paying rent with Landlord, the Tenant must payoff those delinquencies prior to any offer to exercise its Option to Purchase.

(iv) **No Obligation to Purchase.** Tenant is under no obligation to purchase the Building and has the right to continue under the terms of this Agreement as Tenant/renter for the balance of the Term. However, if the Tenant fails to exercise the option at the conclusion of the Primary Term or any Extension Term, the Option to Purchase must expire.

(v) **Sale to Third Parties.** If Landlord sells the Property to a third party which has no legal affiliation to the Tenant, as a condition of sale, the new purchaser agrees to be bound by the terms of this Agreement and must have no right to evict Tenant, to vary the terms of this Agreement or to terminate this Lease under any terms other than those contained herein. The third party must stand in the shoes of Landlord and must honor all obligations of Landlord and all rights of Tenant as provided for herein.

(e) Should Tenant not exercise its Option to Purchase, then Tenant may remove from the Property any non-fixed improvements materials, equipment, mechanics, appliances, and machinery related to the operation of brewery, but must not include the removal of a HVAC unit. Prior to the removal, the Landlord must review the list of items subject to the removal to ensure that the list does not include any items which are affixed to the Property.

3. **RENT**

(a) **Fixed Minimum Rent.** Commencing on the Commencement Date, and subject to the terms of this Lease, Tenant agrees to pay to Landlord for lease of the Premises: (i) Fixed Minimum Rent (herein so called) described below; and (ii) all other charges due from Tenant to Landlord hereunder as “**Additional Rent**” (herein so called).

   (i) **Initial Fixed Minimum Rent.** Commencing on the Commencement Date and continuing through the Primary Term, Tenant must pay to Landlord the sum of One Hundred Sixty-Three Thousand Seven Hundred Fifty and no/100 Dollars per annum in monthly installments of Thirteen Thousand Six Hundred Forty-Five and 83/100 Dollars ($13,645.83) ($12.50 per square foot per annum/13,100 sq. feet). The rent specified in this paragraph 3(a) (i) as adjusted pursuant to paragraph 3(a) (ii) below must be deemed “**Fixed Minimum Rent**” for purposes of this Lease. The Parties agree that, during the first eighteen months (18 months) following the Commencement Date the Fixed Minimum Rent will not be assessed. The first Rent payment will be due on the 1st day of the 19th month from the Commencement Date.

   (ii) **Fixed Minimum Rent Adjustments.** The Fixed Minimum Rent set forth in Section 3(a) (i) above must be adjusted at the beginning of each year during the Primary Term and during the Extension Term years, if applicable, in an amount equal to the Consumer Price Index for that year. In no event must adjustments be made based on Tenant’s improvement of the Property or expansion of the Building; to the extent Landlord relies on its own or third parties’ value assessments, the same must be based on the Building as it exists on the day before the Commencement Date. Expansion of the Building footprint, as outlined on the Site Plan (Exhibit D) will increase the Fixed Minimum Rent, which includes adding floor area within the Building or expanding the patio area on the exterior of the Property. If Tenant installs detached outdoor
storage on the Property, such as a digester, this will not increase the Fixed Minimum Rent.

(iii) **Late Fee and Interest.** In the event any sums required hereunder to be paid are not received by Landlord on or before the date the same are due, then, Tenant must on demand pay, as additional rent, a service charge of Two Hundred Dollars ($200). In addition, interest must accrue on all past due sums at an annual rate equal to the lesser of six percent (6.0%) per month and the maximum legal rate. Such interest must also be deemed Additional Rent.

(b) **Time and Place of Payment.** Tenant must pay to Landlord Fixed Minimum Rent in advance, in equal monthly installments, and without prior notice, setoff (unless otherwise expressly permitted herein) or demand, except as otherwise specifically provided herein, on or before the first (1st) day of each calendar month during the Term hereof to:

City of Evanston  
Attn: Administrative Services Dept., Finance Division  
2100 Ridge Avenue, Room 4500  
Evanston, IL 60201

4. **CONSTRUCTION**

(a) **Tenant Improvements.** Tenant represents, covenants and agrees, at its sole cost and expense, that it must construct and develop, or cause to be constructed, in accordance with the provisions of this Lease and the City of Evanston Code of 2012, as amended, regulations, including but not limited to the Zoning and Building Code, the improvements to the Premises, in accordance with the Plans, hereinafter defined (herein “**Tenant’s Work**”). Landlord, at the Commencement Date, must deliver the Property and Building to Tenant in an “AS IS” condition, except as otherwise represented and warranted in Sections 20 and 27, and vacant.

(b) **Plans and Specifications.** Landlord acknowledges and agrees that Tenant’s plans for leasehold improvements to the Premises, as set forth on Exhibit C and D, must be attached hereto and made a part hereof by this reference not later than the conclusion of the Inspection Period (“**Plans**”). Tenant must take the Plans through the building permit process as required by Code and Landlord does not approve said Plans by this Lease Agreement. Landlord represents and warrants to Tenant that Landlord will not withhold or condition any licenses, permits (including business licenses, building permits or occupancy permits) or other permissions or authorizations required for Tenant to operate in the Premises for any reason so long as Tenant’s Work is constructed in conformance with the Plans and City Code. Tenant must obtain, or cause to be obtained, in connection with, and prior to the commencement of, the construction of such improvements, builder’s risk insurance for the full estimated value of the proposed improvements and workers’ compensation insurance in amounts required by law as well as all applicable permits.

(c) **Tenant Construction Indemnification.** Subject to Section 11(a), Tenant indemnifies, defends and holds Landlord and Landlord’s shareholders, officers, directors, employees and agents harmless from and against any costs, claims, expenses (including, without limitation, reasonable attorney’s fees) or liabilities resulting from any injury or death of any person or persons or any damage to property that arises from or relates to Tenant’s Work. This provision must expressly survive the termination or expiration of this Lease.
(d) **Digester.** This Lease does not permit Tenant to place a digester on adjacent City Property to the south of Subject Property. If Tenant seeks to locate a digester at a later date on any adjacent property, the parties will negotiate and if an agreement can be reached, the Lease will be modified in writing, subject to City Council approval.

5. **FIXTURES AND EQUIPMENT**

All trade fixtures and equipment installed by Tenant in or on the Premises (including brewing equipment, furniture, kitchen equipment, satellite communication dish and equipment, registers, other equipment, shelving and signs) must remain the property of Tenant and Tenant may remove the same or any part thereof at any time prior to or at the expiration or earlier termination of this Lease. Tenant must repair at its own expense any damage to the Premises caused by the removal of said fixtures or equipment by Tenant. This provision must expressly survive the termination or expiration of this Lease.

6. **USE OF PREMISES**

(a) **Permitted Use.** Tenant must have the right, subject to applicable Federal, State and local laws, including Environmental Laws (as hereafter defined) and the terms of this Lease, to use the Premises for the following purpose(s): to run a commercial brewery for production and distribution of beer, and selling beer and food in the Building and adjacent patio area, selling closed container beer in a retail setting, selling associated merchandise, and performance of business related functions to run the brewery (herein collectively “Permitted Use”). Tenant will be constructing a tap room, patio and full service kitchen. Tenant agrees that both spaces must include food service, which must include food that encompasses a meal (i.e. sandwiches, pizzas, etc.) that is available during all hours that the business is open to the public. Tenant warrants that it will ensure that customers do not exit the Building or patio area with open alcohol.

(b) **Liquor License.** Tenant will apply for and maintain a valid liquor license with the State and City of Evanston. This Lease does not in any way bind the Liquor Control Review Board and cannot be construed that Tenant’s future application is granted. Tenant expects to apply for production volume at up to the maximum number of barrels per year for a business of the type Tenant intends to operate, to correspond with its State and Local Liquor License application. Nothing in this Lease must be intended to limit Tenant’s production or to modify Tenant’s rights under any Liquor License that Tenant obtains from the Liquor Control Review Board.

(c) **Patio Area.** The Tenant intends to install a patio with an outdoor bar within the Property (the “Patio”). The restrictions contained herein may be supplemented or expanded by the Liquor Control Review Board:

   (i) The patio must be maintained by the installation of additional fencing or other structure(s) to demarcate the area utilized by the patio.

   (ii) The patio must include a clear point of entrance and exit to allow for the checking of identification cards to ensure patrons are over 21 years of age.
(iii) Patrons under 21 years of age are permitted to be present on the patio, but only if they are accompanied by a parent or guardian over 21 years old.

(iv) Service to patrons of alcoholic beverages on the patio can only be from the outdoor bar. Patrons on the patio must be able to order from the full menu offered by the tap room.

(v) The Patio must not be open any time after 10:00 p.m..

(vi) Tenant’s Site Plan for the Patio will be attached as Exhibit D at the conclusion of the Inspection Period. The square footage area of the Patio must be no greater than the Site Plan as proposed in Exhibit D. The Patio Area will be subject to the PIN Division described in Section 8(e) and the City will amend the legal description provided in Exhibit A at a later date following the PIN Division.

(vii) All maintenance and repairs necessary for the Patio area must be at the sole cost and expense of Tenant.

(d) Tenant Exclusive Use of Premises. Landlord covenants and agrees that it has no rights to use, modify, alter or lease any portion of the Building or Property other than as expressly provided in this Lease.

(e) No Continuous Operation. Provided Tenant is open for business for at least one (1) day to the general public for the Permitted Use provided herein, anything contained in this Lease, express or implied, to the contrary notwithstanding, Tenant must be under no duty or obligation, either express or implied to thereafter continuously conduct its business in the Premises and any such failure must not, in any way, be deemed an event of default under this Lease, nor must such a failure otherwise entitle Landlord to commence or to maintain any action, suit, or proceeding, whether at law or in equity, relating in any way to Tenant’s failure to continuously conduct its business in the Premises; provided, however that Tenant must otherwise perform and obey the other covenants and agreements contained in this Lease on the part of Tenant to be performed, including the payment of all Fixed Minimum Rent, Additional Rent and any other charges due hereunder. In the event Tenant has ceased operating its business for a continuous period of one hundred eighty (180) days, and the cessation is not the result conduct by Landlord, an act(s) of God, catastrophe, or damage to the Premises, Landlord must have the right, to be exercised by giving Tenant sixty (60) days written notice, to recapture the Premises. During the sixty (60) day period, Tenant may, at its option, resume business. If Tenant does not do so, Landlord may recapture the Premises, and, upon such recapture, this Lease must terminate and neither party must be further obligated hereunder, except to the extent any such obligation hereunder is expressly specified herein to survive the termination of this Lease.

(f) Trucks. The following is a list of expectations and covenants that Tenant makes to Landlord regarding commercial trucks at the Property:

(i) Tenant’s delivery and production trucks must use the eastern exit of the Premises as the truck entrance and exit point to the extent logistically feasible. If not feasible, Tenant and Landlord agree that Tenant can develop an alternative entrance and exit plan and provide Landlord with written notice of the same. In no event must the Parking Lot contemplated in Section 1(b), Exhibit B and
Section 8(e) interfere with Tenant’s enjoyment of the Premises during the Lease Term, including by way of example and not limitation ingress and egress of pedestrians, customer vehicles, and delivery and commercial vehicles associated with Tenant’s use of the Premises.

(ii) Tenant agrees to instruct all trucks to exit and enter the Premises from the west, using Oakton Street to McCormick Boulevard to the extent logistically feasible.

(iii) The daily delivery times must be between 9:00 a.m. and 6:00 p.m.

7. MAINTENANCE

(a) Tenant accepts the Premises in as-is condition and acknowledges that the Landlord has made no representations to the condition or has made any repairs to same except as provided in this Lease except as otherwise represented and warranted by Landlord in Sections 20 and 27 below. The Landlord or Landlord’s staff or other representatives have made no representations or assurances that it will alter or remodel the Premises, other than as provided herein, and all renovations will be at Tenant’s sole cost and expense.

(b) Maintenance, Repair and Replacement Responsibilities of Tenant:

(i) Tenant is responsible for all aspects of the Premises, including exterior and interior portions of the Premises, including but not limited to all structural and load bearing columns, roof, the HVAC system for the Building, interior sprinkler and fire safety system within the Building, the roof, windows and all soffits, and all structural and non-structural elements of the Building. Any major repairs or replacement work must be in consultation with the Landlord to ensure that the Building and Property are maintained in a sustainable and responsible manner.

(ii) All refuse associated with Tenant’s use must be placed in appropriate containers for disposal. Tenant cannot dispose of construction building materials in the standard refuse containers and must arrange for special pick-ups and containers for said materials. A refuse container for regular refuse will be located at the Property in reasonable proximity to the Building. Tenant will contract to have trash hauled from such container with reasonable frequency.

(iii) Tenant is responsible for snow, ice removal and leaf removal and general upkeep of the exterior of the Building along the sidewalk and other carriage walks to and from the Building. The snow must be moved to a suitable area on the Premises and not into the Parking Lot described in Sections 1(b) and 8(e) or elsewhere to block the free flow of traffic. In no event must Tenant be responsible for any maintenance whatsoever beyond the Property, including by way of example and not limitation, the Parking Lot described in Sections 1(b) and 8(e) or any other parcels adjacent the Property.

(iv) The Tenant will at all times maintain all of the Property in a clean, neat and orderly condition. The Tenant will not use the Property in a manner that will violate or make void or inoperative any policy of insurance held by the Landlord.

(v) Tenant will maintain the eastern access entrance to the Property for solely truck traffic associated with the business operations. The eastern entrance cannot be accessed and is closed other than for pickup and deliveries. Tenant will ensure that its customers and employees
utilize the western entrance to the Property with appropriate signage or markings.

(vi) Construct, maintain and repair the fence that will provide separation from the City of Evanston James Park facilities and patrons from this Property.

(vii) Tenant must yield the Premises back to Landlord, upon the termination of this Lease, whether such termination must occur by expiration of the Term, or in any other manner whatsoever, in the same condition of cleanliness and repair as at the date of the execution hereof, loss by casualty and reasonable wear and tear accepted. Tenant must make all necessary repairs and replace broken fixtures with material of the same size and quality as that broken. If, however, the Premises must not thus be kept in good repair and in a clean condition by Tenant, as aforesaid, Landlord may enter the same, or by Landlord’s agents, servants or employees, without such entering causing or constituting a termination of this Lease or an interference with the possession of the Premises by Tenant, and Landlord may replace the same in the same condition of repair and cleanliness as existed at the date of execution hereof, and Tenant agrees to pay Landlord, in addition to the rent hereby reserved, the expenses of Landlord in thus replacing the Premises in that condition. Tenant must not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

(viii) Tenant will keep all leasehold improvements in compliance with all laws and regulations during the entire Term of this Lease, except for repairs required of the Landlord to be made and damage occasioned by fire, wind or other causes as provided for in this Lease.

(c) Construction, Maintenance and Repair responsibilities of Landlord:

(i) Parking Lot. Landlord, at its sole cost and expense, must construct, maintain and make repairs to the parking lot (except for damage caused by Tenant). Landlord intends to install meters for parking spaces in the parking lot for community garden members, patrons and volunteers of the Animal Shelter, users of James Park facilities and athletic fields, and customers of Tenant’s business. Except as provided in Section 1(b) above, Landlord is not providing any parking spaces in the Parking Lot area to Tenant. Tenant is entitled to park vehicles next to the building for employees.

(ii) Landlord is responsible for snow, ice, and leaf removal from the Parking Lot, but not responsible for the Patio area or surrounding the Building as provided in this Lease. In no event must Landlord’s maintenance of the Parking Lot or any adjacent Property in any way interfere with Tenant’s enjoyment of the Premises or the flow of automobile or pedestrian traffic on the Premises.

(iii) Landlord, at its sole cost and expense, must be responsible for upgrading the current traffic signal that permits vehicles to exit from the western entrance of the Property.

The Landlord’s Facilities Division will inspect the Premises in the first quarter of each calendar year to ensure that the Premises is maintained to Landlord standards and the Tenant is maintaining the Premises in accordance with the terms of this Lease Agreement.

8. PAYMENT OF TAXES
(a) **Definition.** For purposes hereof, “Taxes” must mean real property taxes and “Assessments” must mean assessments, general and special, foreseen and unforeseen, for public improvements levied or assessed against the Premises and the improvements thereon for that portion of the Term.

(b) **Payment.** Landlord represents and warrants to Tenant that the Premises is currently exempt from Taxes and Assessments. Upon the conclusion of the Inspection Period, Landlord will endeavor to put the Premises back on the tax rolls with the Cook County Assessor (“Assessor”). Landlord will also list the Tenant as the taxpayer with the Cook County Assessor and Tenant will receive and pay all installment invoices directly. Tenant must thereafter pay all Taxes assessed against the Premises, for the period beginning with the conclusion of the Inspection Period, before any fine, penalty, interest or cost may be added thereto, become due or be imposed by operation of law for the nonpayment of late payment thereof.

(c) **Prorations.** At the end of the Term, Taxes and Assessments to be paid by Tenant must be prorated based on the portion of the fiscal tax year in which this Lease is in effect.

(d) **Personal Property Taxes.** Tenant must pay before delinquency any and all taxes and assessments levied or assessed and becoming payable during the Term, against Tenant’s personal property located upon the Premises.

(e) **PIN Division.** The Landlord will be filing a Resubdivision Application with the Cook County Assessor to divide the Property into two parcels with two separate PINs. The Building will be on one parcel and the parking will be on the other parcel. Tenant’s parcel with the Building will continue to be a taxable parcel, but likely reassessed, and the City will continue to operate and maintain the other parcel with the parking lot. The boundaries for the resubdivided lots are outlined on Exhibit B, the Plat of Resubdivision. The agreement will be amended at a later date with a revised Exhibit A for the new legal description for the Premises and the two lots, and said description will not encroach upon the Interior Site Plan (Exhibit C) or the Site Plan (Exhibit D) or the Tenant’s possession and enjoyment of the Building and Property.

9. **DAMAGE AND DESTRUCTION**

(a) **Casualty.** If the Premises must be damaged by fire or other casualty by an Act of God (“Casualty”), Landlord must, within one hundred eighty (180) days after such damage occurs (subject to being able to obtain all necessary permits and approvals, including, without limitation, permits and approvals required from any agency or body administering environmental laws, rules or regulations, and taking into account the time necessary to effectuate a satisfactory settlement with any insurance company) repair such damage at Landlord’s expense and this Lease must not terminate. If the foregoing damage is due to the negligence or willful misconduct of Tenant, then Landlord must look first to the insurance carried by Tenant to pay for such damage. Notwithstanding (i) any other provisions of the Lease to the contrary, and (ii) any legal interpretation that all improvements become part of the realty upon being attached to the Premises, following a Casualty, the Landlord must be responsible only for restoring the Premises to building standard levels of improvement at the time of execution of this Lease and must not include the tenant improvements completed and installed following execution of this Lease, and the tenant must be responsible for insuring and replacing the above building standard tenant improvements or
betterments that made the Premises “customized” for Tenant’s use. Customized improvements include, but not limited to: any and all brewing equipment and fixtures, alarm censored doors, wood flooring, and custom cabinetry. Except as otherwise provided herein, if the entire Premises are rendered untenantable by reason of any such damage, or if Tenant cannot utilize Property and Building for its intended use by reason of any damage of any size or scope whatsoever, then all Fixed Minimum Rent and Additional Rent must abate for the period from the date of the damage to the date the damage is repaired, and if only a part of the Premises are so rendered untenantable but the damage does not prevent Tenant from utilizing the Property for its Permitted Use, the Fixed Minimum Rent and Additional Rent must abate for the same period in the proportion that the area of the untenantable part bears to the total area of the Premises; provided, however, that if, prior to the date when all of the damage has been repaired, any part of the Premises so damaged are rendered tenantable and must be used or occupied by or through Tenant, then the amount by which the Fixed Minimum Rent and Additional Rent abates must be apportioned for the period from the date of such use or occupany to the date when all the damage has been repaired.

(b) Repair to Leasehold Improvements. Landlord must have no obligation to repair damage to or to replace any leasehold improvements, Tenant’s personal property or any other property located in the Premises, and Tenant must within thirty (30) days after the Premises is sufficiently repaired so as to permit the commencement of work by Tenant, commence to repair, reconstruct and restore or replace the Premises (including fixtures, furnishings and equipment) and prosecute the same diligently to completion. Notwithstanding the foregoing, Tenant’s Fixed Minimum Rent and Additional Rent must continue to be abated as provided in Section 9(a) above, until the Property is once again suitable for its Permitted Use.

c) Termination Right. Notwithstanding any provision contained herein to the contrary, Tenant must have the option and right to terminate this Lease if, (a) the Premises must be so damaged by Casualty that it cannot be fully repaired within one hundred eighty (180) days after the date of damage; (b) during the last eighteen (18) months of the Term of this Lease, the Premises is damaged by a Casualty in amount exceeding thirty-three and one-third percent (33.33%) of the square footage of the Premises or a lesser amount (no matter how small) that leaves Tenant unable to utilize the Premises for their Permitted Use, provided that, in such event, such termination of this Lease must be effected by written notice within ninety (90) days of the happening of the Casualty causing such damage. This provision must expressly survive the termination or expiration of this Lease.

10. INSURANCE

(a) Tenant agrees to maintain a policy or policies of commercial general liability insurance written by an insurance carrier rated at least Class A or better in Bests Key Rating Guide of Property-Casualty Insurance Companies and licensed to do business in the state in which the Premises is located which must insure against liability for injury to and/or death of and/or damage to personal property and the Premises of any person or persons, with policy limits of not less than $3,000,000.00 combined single limit for injury to or death of any number of persons or for damage to property of others not arising out of any one occurrence. Said policy or policies must provide, among other things, blanket contractual liability insurance. Tenant’s policy must cover the Premises and the business operated by Tenant and must name Landlord as an additional insured. Landlord is self-insured up to $1.25 Million and agrees to maintain an excess policy or policies of commercial general liability insurance over the self-insured limit written by an insurance carrier with a rating at least Class A or better in the Bests Key Rating Guide and licensed to do
11. INDEMNIFICATION

(a) Indemnification of Landlord. Except as otherwise provided in this Lease, and except to the extent caused by the willful misconduct of Landlord, or its agents, employees or contractors, or by the breach of this Lease by Landlord, Tenant must protect, defend, indemnify and save Landlord and its officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter, condition or thing that occurs in the Premises, which is not the result of Landlord’s negligence or willful misconduct or an Act of God or an act of a third party, (ii) any negligence or willful misconduct of Tenant, or its agents, employees or contractors; or (iii) Landlord’s breach
occasioned wholly or in part by any act, omission of Tenant, its agents, employees, contractors or servants. The provisions of this Section must survive the expiration or earlier termination of this Lease only with respect to any damage, injury or death occurring before such expiration or earlier termination.

(b) **Indemnification of Tenant.** Except as otherwise provided in this Lease, and except to the extent caused by the negligence or willful misconduct of Tenant, or its agents, employees or contractors, or by the breach of this Lease by Tenant, Landlord must protect, defend, indemnify and save Tenant and its officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from any act, omission or negligence of Landlord, its agents, employees, contractors or servants; The provisions of this Section must survive the expiration or earlier termination of this Lease only with respect to any damage, injury or death occurring before such expiration or earlier termination.

### 12. EXERCISE OF EMINENT DOMAIN

(a) **Taking.** An appropriation or taking under the power of eminent domain of all, or a portion, of the Property, are sometimes hereinafter called a “taking.”

(b) **Total Taking of the Property.** If all of the Property must be taken by the State or Federal government, or subdivision thereof, this Lease must terminate and expire as of the date of vesting of title in, or taking of actual physical possession of the Property by, the condemnor, and Landlord and Tenant must thereupon be released from any and all further liability hereunder except to the extent any such liability hereunder expressly states that it must survive the termination of this Lease. In such event, Tenant must be entitled to participate in any condemnation award so as to be compensated for the cost of relocation, removal and decrease in value, as a result of such taking of Tenant’s fixtures, equipment and stock-in-trade located in the Premises, goodwill and any other items to which Tenant is entitled under applicable law, and, the value of the leasehold of which Tenant is being deprived for the remainder of the Term hereof so long as any such award made to Tenant must not reduce any award which may be obtained by Landlord. Nothing in this Section must be construed as a waiver by Landlord of any rights vested in it by law to recover damages from a condemnor for the taking of its right, title, or interest in the Property.

(c) **Partial Taking.**

In the event of the taking of:

(i) any portion of the Property, so that the remainder thereof is not reasonably adapted to the continued leasing of the Premises by Tenant; or

(ii) access, whether by a taking or otherwise, of the Property or a portion thereof to adjoining thoroughfares, so that all accessibility is substantially or materially restricted and as a result the continued leasing of the Property by Tenant will become impracticable or unprofitable in Tenant’s sole discretion; then Tenant must have the right to cancel and terminate this Lease as hereinafter provided. Within ninety (90) days after receipt by Tenant from Landlord of written notice that a condemnation action has been commenced, Tenant may, by written notice to Landlord, notify Landlord of its election to terminate this Lease, whereupon the parties must be released from any and all further obligations under this Lease except to the extent any such obligation hereunder is
expressly provided hereunder that the same must survive the termination of this Lease and Tenant must share any award or sale price as provided in Section 12(b) hereof.

(d) **Notice of Proceedings.** Upon service on either party hereto of any legal process in connection with any condemnation proceedings, the party so served must give immediate notice thereof to the other party hereto.

(e) **Temporary Taking.** In the event of a taking of the Property, or any portion thereof, for temporary use (specifically one not exceeding one hundred twenty (120) days in duration), without the taking of the fee simple title thereto, this Lease must remain in full force and effect, except for Tenant’s payment of Fixed Minimum Rent which must be proportionally abated for any period during which Tenant cannot operate its business from the Premises in the same manner as prior to such temporary taking. All awards, damages, compensation and proceeds payable by the condemnor by reason of such taking relating to the Premises, for periods prior to the expiration of the Lease must be payable to Tenant. All such awards, damages, compensation and proceeds for periods after the expiration of the Lease must be payable to Landlord.

(f) **Lease Prevails.** In the event of any taking, the rights and obligations of the parties must be determined by this Lease and Landlord and Tenant waive any rights at law to the contrary.

13. **UTILITIES**

Tenant must pay during the Term hereof directly to the appropriate utility company or governmental agency all electric, water, gas, telephone and other public utility charges in connection with its occupancy and use of the Premises, including all costs of operating and maintaining all equipment therein, all business licenses and similar permit fees but excluding any installation costs, tap fees and/or connection fees or charges, with no right of reimbursement from the Landlord. All utilities must be paid pursuant to separate meters measuring Tenant’s consumption of utilities from the Premises, which meter fee must be Landlord’s obligation at its sole cost and expense. Landlord must not be liable to Tenant for damages or otherwise (i) if any utilities must become unavailable from any public utility company, public authority or any other person or entity supplying or distributing such utility, or (ii) for any interruption in any utility service (including, but without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Landlord’s reasonable control, and the same must not constitute a default, termination or an eviction. Tenant assures Landlord that it must arrange for an adequate supply of electricity to the Premises and it must pay for any increased voltage and any additional wiring required addressing the increased capacity.

14. **COVENANTS AGAINST LIENS**

Tenant covenants and agrees that it must not, during the Term hereof, suffer or permit any lien to be attached to or upon the Property or the Premises by reason of any act or omission on the part of Tenant or its agents, contractors or employees. In the event that any such lien does so attach, and (i) is not released within thirty (30) days after notice to Tenant thereof, or (ii) if Tenant has not bonded such lien within said thirty (30) day period, Landlord, in its sole discretion, may pay and discharge the same and relieve the Premises or the Property therefrom, and Tenant agrees to repay and reimburse Landlord upon demand for the amount so paid by Landlord and for other reasonable costs incurred by Landlord in discharging and relieving said lien. The Tenant will hold the Landlord
harmless from all claims, liens, claims of lien, demands, charges, encumbrances or litigation arising out of any work or activity of Tenant on the Premises. Tenant will, within sixty (60) days after filing of any lien, fully pay and satisfy the lien and reimburse Landlord for all resulting loss and expense, including a reasonable attorney’s fees. Provided, however, in the event that Tenant contests any lien so filed in good faith and pursues an active defense of said lien, Tenant must not be in default of this paragraph. However, in the event of any final judgment against Tenant regarding such lien, Tenant agrees to pay such judgment and satisfy such lien within 60 days of the entry of any such judgment.

15. ASSIGNMENT AND SUBLETTING

Tenant must not have the right to assign this Lease, or to sublet the Premises, transfer and grant concessions or licenses (“Transfer”) in all or any part of the Premises without the Landlord’s written consent and City Council approval by Ordinance, which consent must not be unreasonably withheld, conditioned or delayed. No Transfer must relieve Tenant from any of its obligations as Tenant hereunder. Every such assignment or sublease must recite that it is and must be subject and subordinate to the provisions of this Lease, and the termination or cancellation of this Lease must constitute a termination and cancellation of every such assignment or sublease. Notwithstanding the foregoing, Landlord agrees that no merger, consolidation, corporate reorganization, or sale or transfer of Tenant's assets or stock (specifically including any inter-family or inter-company transfers), redemption or issuance of additional stock of any class, or assignment or sublease to any person or entity which controls, is controlled by or is under common control with Tenant, must be deemed a Transfer hereunder.

16. NOTICES

Any notices required to be given hereunder, or which either party hereto may desire to give to the other, must be in writing. Such notice may be given by reputable overnight delivery service (with proof of receipt available), personal delivery or mailing the same by United States mail, registered or certified, return receipt requested, postage prepaid, at the following addresses identified for Landlord and Tenant, or to such other address as the respective parties may from time to time designate by notice given in the manner provided in this Section.

If to the Landlord: with a copy to:

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

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

If to Tenant:

Smylie Brothers Draft & Package LLC
Attn: Michael Smylie
2222 Oakton Street
Evanston, IL 60201

For purposes of this Lease, a notice must be deemed given upon the date of actual receipt thereof or the date of proof of rejection thereof if delivered by hand or overnight courier service.
17. **RIGHT TO GO UPON PREMISES**

Landlord hereby reserves the right for itself or its duly authorized agents and representatives at all reasonable times during business hours of Tenant upon at least forty-eight (48) hours prior notice to Tenant and accompanied by a representative of Tenant (which may be the store manager or assistant manager) to enter upon the Premises for the purpose of inspecting the same and of showing the same to any prospective purchaser or encumbrance or tenant, and for the purpose of making any repairs which Landlord is required hereunder to make on the Property, but any such repairs must be made with all due dispatch during normal construction trade working hours, and in such manner as to minimize the inconvenience to Tenant in the conduct of its business, it being agreed that in the event of a necessity of emergency repairs to be made by Landlord, Landlord may enter upon the Premises forthwith to effect such repairs. Notwithstanding the foregoing, in the event that due to an entry by or on behalf of Landlord into the Premises, Tenant’s use is materially interfered with and Tenant, from the standpoint of prudent business management, cannot open and operate the Premises for business for two (2) consecutive days, all Fixed Minimum Rent and other charges payable by Tenant hereunder must equitably abate commencing after such second (2nd) day, and continuing until such repairs are completed, unless such entry is required as a result of Tenant’s negligence or intentional misconduct.

18. **DEFAULT**

(a) **Tenant Default.**

(i) **Events of Default.** Including, but not limited to, the following events must be deemed to be an “event of default” hereunder by Tenant subject to Tenant’s right to cure:

a. Tenant must fail to pay any item of Fixed Minimum Rent per Section 3 at the time and place when and where due and does not cure such failure within five (5) business days after receipt of notice from Landlord of such failure;

b. Tenant must fail to comply with any other term, provision, covenant or warranty made under this Lease or if any of Tenant’s representations and warranties made under this Lease are determined to be untrue, either when made or at any time during the Term, by Tenant, and Tenant must not cure such failure within thirty (30) days after Landlord’s written notice thereof to Tenant. In the event Tenant cannot comply with such term, provision, or warranty, within said thirty (30) day period, Tenant must not be in default if Tenant is diligently and continuously making an effort to comply with such term, provision, covenant or warranty and Tenant completes the cure of the default; or

c. Tenant must make a general assignment the benefit of creditors, or must admit in writing its inability to pay its debts as they become due or must file a petition in bankruptcy.

(ii) **Remedies.** Upon the occurrence of an event of default, Landlord may, so long as such default continues, as permitted by law and subject to Landlord’s obligation to use good faith efforts to mitigate damages, either:
a. terminate this Lease by written notice to Tenant, which written notice must specify a date for such termination at least fifteen (15) days after the date of such written termination notice and such termination must be effective as provided in such written notice unless Tenant must cure such default within such notice period, or not terminate this Lease as a result of the default of Tenant. If Tenant must fail to surrender the Premises upon such termination, Landlord may thereupon, reenter the Premises, or any part thereof, and expel or remove therefrom Tenant and any other persons occupying the same, using such means provided by law;

b. without terminating this Lease, Landlord may evict Tenant (by any means provided by law) and let or relet the Premises or any or all parts thereof for the whole or any part of the remainder of the Term hereof, or for a period of time in excess of the remainder of the Term hereof, and out of any rent so collected or received, Landlord must first pay to itself the expense of the cost of retaking and repossessing the Premises and the expense of removing all persons and property therefrom, and must, second, pay to itself any costs or expenses sustained in securing any new tenant or tenants (provided that such amount must not include any amounts incurred to restore the Premises to more than the condition originally delivered to Tenant), and must third, pay to itself any balance remaining, and apply the whole thereof or so much thereof as may be required toward payment of the liability of Tenant to Landlord then or thereafter unpaid by Tenant; or

c. pursue such other remedies as are available at law or in equity.

(b) Landlord Default. Should Landlord default in the performance of any covenant, provision, warranty, condition or agreement herein, or if any of Landlord’s representations and warranties made under this Lease are determined to be untrue, either when made or at any time during the Term, and such default in the case of any failure by Landlord to pay any sum required to be paid to Tenant hereunder, continues for ten (10) business days after notice thereof from Tenant, or in case of any non-monetary default, continues for thirty (30) days after receipt by Landlord of written notice thereof from Tenant (except as otherwise provided herein), or if the default of Landlord is of a type which is not reasonably possible to cure within thirty (30) days, if Landlord has not commenced to cure said default within said thirty (30) day period and does not thereafter diligently prosecute the curing of said default to completion (except as otherwise provided herein), Tenant in addition to any and all other remedies which it may have at law and/or in equity including the right to seek injunctive relief without posting a bond or the obligation to prove irreparable harm, may pay or perform any obligations of Landlord hereunder and deduct the cost thereof from each installment of annual Fixed Minimum Rent payable pursuant to the terms of this Lease; provided, however, in no event must the amount of any such deduction exceed ten percent (10%) of the Fixed Minimum Rent payable on a monthly basis; provided, further, Tenant must not have the right to terminate this Lease except as expressly permitted herein.

19. SIGNS

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

20. REPRESENTATIONS AND WARRANTIES

(a) Landlord represents, warrants and covenants to Tenant that, to Landlord’s knowledge, the
following is true as of the Effective Date:

(i) all of the Premises is zoned and fit for commercial purposes, and the Permitted Use is
permitted under the applicable zoning designation, and that the Premises and Property are
presently properly subdivided in conformity with all applicable laws and suitable for the
Permitted Use;

(ii) Landlord is the fee simple owner of the Premises;

(iii) the Premises is subject to no restrictions or continuing regulations of any kind or nature
whatsoever incompatible with the Permitted Use and that there are no restrictions in any
agreement by which Landlord is bound (including, but not limited to, Landlord’s insurance
policies) which would adversely affect Tenant’s right to use the Premises for the Permitted
Use during the Term;

(iv) the Premises are in good working order and condition, the roof is watertight and all utility
systems are functional;

(v) there are no exceptions to title with respect to and/or encumbrances on the Premises which
would interfere with Tenants proposed use of the Premises;

(vi) Landlord has no notice of any proposed Assessments other than as reflected on the current
tax bill;

(vii) Landlord has no knowledge of any condition that would preclude Tenant from obtaining all
Tenant’s permits and licenses necessary for Tenant to open for business and operate for the
Permitted Use;

(ix) if Landlord is a corporation, limited liability company, partnership or trust, Landlord
covenants that it is duly constituted under the laws of the state of its organization, and that
its officer, member, manager, partner or trustee who is acting as its signatory in this Lease is
duly authorized and empowered to act for and on behalf of the entity or trust; and

(x) there are no judicial, quasi-judicial, administrative or other orders, injunctions, moratoria or
pending proceedings against Landlord or the Property which preclude or interfere with, or
would preclude or interfere with, the construction contemplated herein or the occupancy
and use of the Premises by Tenant for the purposes herein contemplated.

(xi) no third party has the right to object to Tenant’s tenancy hereunder, prohibit the selling of
any products sold by Tenant or the uses allowed herein or the right to consent to any feature
of the Premises or Tenant’s signage.

(xii) there are no mortgages, prime leases, deeds to secure debt, deeds of trust, or other instruments in the nature thereof, affecting Landlord or its interest in the Premises.

(xiii) The Property is leased to Tenant “AS IS” and “WHERE IS” without representation or warranty by Landlord. Tenant further acknowledges that (i) Tenant has had an adequate opportunity to make such legal, factual and other inquiries and investigation as Tenant deemed necessary, desirable or appropriate with respect to the Property, including, but not limited to, compliance of the Property with Environmental Laws (as hereafter defined) and whether the Hazardous Substances (as hereafter defined) are migrating towards or from the Property or are on, in, under or above the Property, and (ii) neither Landlord, nor anyone acting for or on its behalf, has made any representation, warranty, promise or statement, express or implied, to Tenant, or to anyone acting for or on behalf of Tenant, concerning the Property or the condition, use or development thereof. Tenant represents that, in entering into this Lease, Tenant has not relied on any representation, warranty, promise or statement, express or implied, of Lessee Landlord, or anyone acting for or on its behalf, other than as expressly set forth in this Lease, and that Tenant enters into this Lease based upon Tenant's own prior investigation and examination of the Property. Further, to the extent that Landlord has provided (or may hereafter provide) to Tenant information from any inspection, engineering or environmental reports concerning any Hazardous Substances or the condition of the Property, Landlord makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation or otherwise concerning the contents of such reports. Tenant acknowledges that Landlord has requested that Tenant inspect the Premises fully and carefully and investigate all matters relevant thereto and that Tenant relies solely upon the results of Tenant’s own inspections or other information obtained or otherwise available to Tenant, rather than any information that may have been provided (or may hereafter be provided) by Landlord to Tenant. Tenant’s election to enter into this Lease is be made at Tenant's sole and absolute discretion, in reliance solely upon the tests, analyses, inspections and investigations that Tenant makes, or had the right to make and opted not, or otherwise failed, to make, and not in reliance upon any alleged representation made by Landlord, or anyone acting for or on their behalf.

(b) All representations and warranties, covenants and indemnities contained in this Lease must survive the expiration or earlier termination of this Lease.

(c) Landlord may perform water testing on the Property during the Term with reasonable notice and provided it does not interfere with Tenant’s business operations.

(d) Deliveries. Subject to governmental regulations, Tenant must have the right to accept deliveries and unload merchandise in its designated loading area adjacent to the front of the Premises, during 9:00 a.m. to 6:00 p.m. seven (7) days a week. As previously stated, all deliveries and trucks exiting the property must use Oakton and McCormick.

21. HOLDING OVER; END OF TERM

(a) If Tenant must hold possession of the Premises after the expiration or termination of this Lease, at Landlord's option (i) Tenant must be deemed to be occupying the Premises as a tenant from month-
to-month at one hundred fifty percent (150%) of the Fixed Minimum Rent in effect upon the expiration or termination of the immediately preceding term or (ii) Landlord may exercise any other remedies it has under this Lease or at law or in equity including an action for wrongfully holding over.

(b) Upon the expiration or sooner termination of this Lease, Tenant must surrender the Premises to Landlord in as good order, condition and repair as when received by Tenant; ordinary wear and tear, casualty and condemnation excepted. This provision must expressly survive the termination or expiration of this Lease.

(c) Any property, equipment, or product remaining in the Premises upon expiration of this Lease must be considered abandoned and property of the Landlord. Any abandoned medical cannabis or infused products must be turned over to the proper law enforcement authorities for destruction.

22. EXPENSES OF ENFORCEMENT

The Parties must bear its own costs, charges, expenses and attorney’s fees, and any other fees incurred in the event of a dispute between the Parties.

23. SUCCESSORS IN INTEREST

All of the covenants, agreements, obligations, conditions and provisions of this Lease must inure to the benefit of and must bind the successors and permitted assigns of the respective parties hereto.

24. REMEDIES ARE CUMULATIVE

Remedies conferred by this Lease upon the respective parties are not intended to be exclusive, but are cumulative and in addition to remedies otherwise afforded by the law.

25. QUIET POSSESSION

Upon payment by the Tenant of the minimum, percentage and additional rent and all other sums due hereunder and upon the observance and performance of all covenants, terms and conditions on Tenant’s part to be observed and performed, Tenant must peaceably and quietly hold and enjoy the Premises for the Term of this Lease without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject nevertheless, to the terms and conditions of this Lease.

26. ALTERATION

(a) Changes Required by Law. Any structural changes, alterations or additions in or to the Premises which may be necessary or required by reason of any law, rule, regulation or order promulgated by competent governmental authority must be made at the sole cost and expense of Landlord, including but not limited to asbestos removal and disposal and interior and exterior compliance with the Americans with Disabilities Act (ADA) etc. Notwithstanding the foregoing, if any such changes, alterations or additions are required as a result of improvements made by Tenant during the Term hereof or due to Tenant’s use of the Premises, such changes, alterations or additions must be made at the sole cost and expense of Tenant. Tenant may contest the validity of
any such law, rule, regulation or order, but must indemnify and save Landlord harmless against the consequences of continued violation thereof by Tenant pending such contest.

(b) Alterations During Term. Tenant must be permitted to perform interior, nonstructural alterations to the Premises and to revise the interior layout of the Premises; provided that the alterations are in conformance the security plans approved by the State of Illinois, any regulations under the Medical Cannabis Act, and any additional regulatory authority provisions governing the Permitted Use. Tenant must obtain Landlord's written consent to any other alterations or construction which affects the structural nature of the Premises, which consent must not be unreasonably withheld, conditioned or delayed.

27. HAZARDOUS SUBSTANCES

(a) Tenant agrees that, except as herein set forth, it must not generate, use, store, handle or dispose of on or transport over the Premises any Hazardous Substances (defined below) in violation of any Environmental Laws (defined below), except as such incidental amounts of Hazardous Substances as may be required for Tenant to conduct the Permitted Use, but in no instance shall Tenant dispose of Hazardous Substances on the Premises in violation of Environmental Laws.

(b) If any time during the Term, Hazardous Substances are found in the Premises or on adjacent property and such Hazardous Substances are not the result of Tenant’s use of or work on the Premises, then, in such event, Tenant must have the immediate right to terminate this Lease upon written notice to Landlord. Under no circumstances must Tenant be responsible for remediation or cleanup of any Hazardous Substances on the Premises or adjacent property that were not caused by Tenant, or Tenant’s subcontractors, agents or employees. Furthermore, with regard to any Hazardous Substances caused by Tenant or its agents, contractors or employees, Tenant must remove same, in compliance with applicable Environmental Laws, at Tenant’s sole cost and expense. Tenant must defend, indemnify, and hold Landlord harmless from and against any and all costs, damages, expenses and/or liabilities (including reasonable attorneys’ fees) which Landlord may suffer as a result of any written demand (whether or not a suit), claim, suit or action regarding any such Hazardous Substances (whether alleged or real) present due to Tenant and/or regarding the removal and clean-up of same or resulting from the presence of such Hazardous Substances. The representation, warranty and indemnity of Tenant described in this subsection shall survive the termination or expiration of this Lease or purchase of the Property as provided herein. Other than Hazardous Substances caused by Tenant or its agents, contractors or employees, Tenant shall have no duty whatsoever to remove any Hazardous Substances from the Property.

(c) In the event that during the Term of this Lease, Tenant is prevented from performing Tenant’s Work and/or Tenant must be unable to operate for a period of thirty (30) days or more for the Permitted Use at the Premises and ceases operating at the Premises as a result of remediation of Hazardous Substances not caused by Tenant or its agents, contractors or employees, and Tenant does not terminate the Lease as provided for in Section 27(b) above, then Fixed Minimum Rent, Additional Rent and all other charges due hereunder must equitably abate until such time as Tenant is able to resume the performance of Tenant’s Work and/or the operation of its business in the Premises.

(d) Tenant, for itself and its successors in interest, waives and releases Landlord from any and all past and present claims and causes of action arising from or relating to the presence or alleged presence of Hazardous Substances in, on, under, about or emanating from the Property, including
without limitation any claims for cost recovery, contribution, natural resources damages, property damage, consequential damages, personal or bodily injury (including death) or otherwise, under or on account of any violation, or arising under, Environmental Law.

(c) The term “Hazardous Substance” includes, without limitation, any material or substance (regardless of whether discarded, recyclable or recoverable) to which liability or standards of conduct are imposed pursuant to Environmental Laws, including, but not limited to (i) any defined, characteristic or listed “hazardous waste”, “extremely hazardous waste”, “restrictive hazardous waste”, “hazardous substance”, “hazardous material”, “regulated substance”, “pollutant”, “contaminant” or waste, (ii) petroleum (including crude oil or any fraction thereof, natural gas, liquefied natural gas, synthetic gas or mixtures of natural gas and synthetic gas), (iii) asbestos and any asbestos containing materials, (iv) substances known to cause cancer and/or reproductive toxicity, (v) polychlorinated biphenyls (PCBs) and (vi) radioactive material. The term “Environmental Law” means any federal, state or local law, statute, ordinance, rule, regulation, order, consent, decree, judgment or common-law doctrine, interpretation thereof, and provisions and conditions of permits, licenses, plans, approvals and other operating authorizations whether currently in force or hereafter enacted relating to health, industrial hygiene or the environmental conditions on, under or about the Premises or the Property, as such laws are amended and the regulations and administrative codes applicable thereto, including, by way of example and without limitation, the following: the Illinois Environmental Protection Act; Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”); the Resource Conservation and Recovery Act (“RCRA”); the Clean Air Act; the Clean Water Act; the Safe Water Drinking Act (“SDWA”); the Toxic Substances Control Act; and all state and local counterparts thereto; and any common or civil law obligations including, without limitation, nuisance or trespass. It is the intent of the parties hereto to construe the terms “Hazardous Substance” and “Environmental Law” in their broadest sense.

28. GENERAL CONDITIONS

(a) Time is of the essence of this Lease. Any deadlines in this Lease which cannot be met because of delays caused by governmental regulations, inability to procure labor or materials, strikes, acts of God, or other causes (other than financial), beyond the control of Landlord or Tenant (“Force Majeure”) must be extended by the amount of time caused by such delays; provided, however, the payment of rent must not be excused. Notwithstanding anything herein to the contrary, the failure by Landlord to construct the Premises according to building code and/or to receive timely inspections by the necessary authorities due solely to the negligence, misconduct or financial inability of Landlord or Landlord's contractors, employees or representatives must not constitute Force Majeure. In order for Landlord to claim the occurrence of Force Majeure, Landlord must have notified Tenant in writing of such occurrence within twenty (20) business days after the initial occurrence.

(b) No waiver of any breach of the covenants, agreements, obligations and conditions of this Lease to be kept or performed by either party hereto must be construed to be a waiver of any succeeding breach of the same or any other covenant, agreement, obligation, condition or provision hereof.

(c) Tenant must not be responsible for the payment of any commissions in relation to the leasing transaction represented by this Lease. Landlord and Tenant each covenant that they have not dealt with any real estate broker or finder with respect to this Lease (herein collectively “Brokers”). Each
party must hold the other party harmless from all damages, claims, liabilities or expenses, including reasonable and actual attorneys' fees (through all levels of proceedings), resulting from any claims that may be asserted against the other party by any real estate broker or finder with whom the indemnifying party either has or is purported to have dealt, except for the Brokers.

(d) The use herein of any gender or number must not be deemed to make inapplicable the provision should the gender or number be inappropriate to the party referenced. All section headings, titles or captions contained in this Lease are for convenience only and must not be deemed part of this Lease and must not in any way limit or amplify the terms and provisions of this Lease.

(e) Landlord and Tenant have negotiated this Lease, have had the opportunity to be advised respecting the provisions contained herein and have had the right to approve each and every provision hereof; therefore, this Lease must not be construed against either Landlord or Tenant as a result of the preparation of this Lease by or on behalf of either party.

(f) If any clause, sentence or other portion of this Lease must become invalid or unenforceable, the remaining portions thereof must remain in full force and effect.

(g) Wherever in this Lease Landlord or Tenant is required to give consent, such consent must not be unreasonably withheld, conditioned or delayed except to the extent otherwise expressly provided herein.

(h) If the time for performance of any obligation or taking any action under this Lease expires on a Saturday, Sunday or legal holiday, the time for such performance or taking such action must be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. If the day on which rent or any other payment due hereunder is payable falls on a Saturday, Sunday or on a legal holiday, it must be payable on the next succeeding day which is not a Saturday, Sunday or legal holiday.

(i) Landlord hereby agrees that it must maintain all confidentiality with regard to entering into this Lease, the opening for business by Tenant in the Premises and any financial information contained hereunder or obtained from Tenant during the Term of this Lease, other than disclosures to necessary third parties and Landlord must not release any material whatsoever to the press or any news media without the prior written approval of Tenant, which approval may be withheld in Tenant’s sole discretion.

(j) Each covenant hereunder of Landlord, whether affirmative or negative in nature, is intended to and must bind the Landlord and each successive owner of the Premises and their respective heirs, successors and assigns.

(k) There must be no personal liability on Landlord, its elected officials, officers, employees, agents, or any successor in interest with respect to any provisions of this Lease, or amendments, modifications or renewals hereof. Tenant must look solely to the then owner’s interest in the Premises (including but not limited to any insurance proceeds, rents, or judgments) for the satisfaction of any remedies of Tenant in the event of a breach by Landlord of any of its obligations hereunder.

(l) Landlord hereunder must have the right to assign, sell or transfer Landlord’s interest in this Lease or the Premises with consent of Tenant, which must not be unreasonably withheld. In the
event of any such transfer, the transferor must be automatically relieved of any and all obligations on
the part of Landlord accruing from and after the date of such transfer.

(m) Tenant acknowledges that it will seek to hire qualified Evanston residents for employment in
the Tenant’s business located at the Premises.

(n) The parties agree this Lease must be governed by and interpreted in accordance with the
laws of the State of Illinois and that venue for any disputes must be in the Circuit Court of Cook
County, Illinois.

(o) This Lease must become effective on the day that this Lease must be executed by the last of
the parties hereto to execute this Lease (herein “Effective Date”).

(p) There are no oral agreements between the parties hereto affecting this Lease, and this Lease
supersedes and cancels any and all previous negotiations, arrangements, letters of intent, lease
proposals, brochures, agreements, representations, promises, warranties and understandings between
the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and
none thereof must be used to interpret or construe this Lease. This Lease cannot be changed or
terminated except by a written instrument subsequently executed by the parties hereto.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the respective parties hereto have executed this Lease by officers or agents thereunto duly authorized.

Landlord:

CITY OF EVANSTON,
an Illinois municipal corporation

By: [Signature]
Name: Wally Bobkiewicz
Title: City Manager

Tenant:

SMY Lie BROTHERS DRAFT & PACKAGE LLC
an Illinois limited liability company

By: [Signature]
Name: Michael Smylie, Manager
EXHIBIT A

LEGAL DESCRIPTION


PIN: 10-25-100-023-0000
To:
City of Evanston
2100 Ridge Ave
Evanston, IL 60201
Attn: Wally Bobkiewicz, City Manager

Dear Friends,

After much time and expense dedicated to and adaptive reuse of the former Recycling Center, Smylie Brothers is unable to raise sufficient funding to complete the project as planned. We ask to opt out of the lease based on the mutual termination language found in section 2(b). The City of Evanston is a terrific partner and Smylie Brothers Greatly appreciates all the effort it took on their part to launch this complex project.

We look forward to working together on future projects and a continued friendship.

Best Regards,

Michael Smylie
CEO & Founder
Smylie Brothers Brewing Company, LLC
Smylie Brothers Brewing Co.
April 26 at 1:22pm · Instagram

It’s a gorgeous day to be doing beery things. ICYMI we have started up production at our new facility. With this additional brewery on line, we’ll now be able to keep up with demand at the brewpub, and start distributing our beer around town.

Tanya Gottlieb and 82 others

2 Shares

Write a comment...

Chris Wych

Is the 2222 Oakton Street location still happening?

Like · Reply · 6d

Smylie Brothers Brewing Co. We put a lot of time and effort into trying to make it happen, but unfortunately it’s not looking great for that project. Believe us, nobody wanted it to come together more than we did.

Like · Reply · 5d
Memorandum

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

From: David Stoneback, Public Works Agency Director

Subject: Resolution 19-R-18, Authorizing Extension of a License to Comcast, Allowing Maintenance of a Building and Fence in the Public Right-of-Way of Mulford Street and Park Land in James Park

Date: April 17, 2018

Recommended Action:
Staff recommends City Council adoption of Resolution 19-R-18, authorizing the City Manager to execute a four (4) year extension, until May 31, 2022, of the license to Comcast for facilities in James Park.

Funding Source:
The four (4) year license extension agreement provides the following revenue to the City:

Year One: $1,849/month June 1, 2018 to May 31, 2019
Year Two: $1,941/month June 1, 2019 to May 31, 2020
Year Three: $2,038/month June 1, 2020 to May 31, 2021
Year Four: $2,140/month June 1, 2021 to May 31, 2022

Total Revenue: $95,616

Livability Benefits:
Education, Arts & Community: Promote a cohesive and connected community

Summary:
The City entered into a license agreement with MediaOne (Comcast is the successor entity) in 1999 for use of property adjacent to 2101 Mulford Street for equipment required for the distribution of communication services to customers. This agreement had been renewed several times previously. The City Council approved the most recent extension on May 26, 2015, extending the lease until May 31, 2018.
The new agreement provides for a 5% rent increase annually. This is similar to the rent increase required by the current agreement for the last two years of the agreement term.

Attachments:
Resolution 19-R-18
A RESOLUTION

Authorizing Extension of a License to Comcast,
Allowing Maintenance of a Building and Fence
in the Public Right-of-Way of Mulford Street
and Park Land in James Park

WHEREAS, Comcast Cable Communications, LLC (“Licensee”) is the franchised cable operator for the City of Evanston, and is legally licensed to operate and locate facilities within the City for the purpose of distributing communication signals to customers; and

WHEREAS, Licensee is required to maintain and upgrade the existing cable network; and

WHEREAS, maintaining the existing facility located in James Park is necessary for Licensee to satisfy its responsibilities per the franchise agreement; and

WHEREAS, pursuant to Resolution 3-R-99, attached hereto as Exhibit A and incorporated herein by reference, the City Council of the City of Evanston approved the license agreement to permit construction and maintenance of the facility, and the license agreement was renewed pursuant to Resolutions 19-R-09, 20-R-12, 61-R-12, and 55-R-15, all to permit future maintenance of the aforesaid facility; and

WHEREAS, the City Council of the City of Evanston finds and determines that the best interests of the City and its residents would be served by renewing the license and amending the agreement to clarify certain terms,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:
SECTION 1: The foregoing recitals are hereby found as fact and made a part hereof.

SECTION 2: The City Manager is hereby authorized to sign a License Renewal and Amendment of the License Agreement, attached hereto as Exhibit B and incorporated herein by reference, by and between the City, as Licensor, and Licensee, providing for maintenance of a building and fence on the public right-of-way of Mulford Street and park land in James Park, in Evanston, Illinois.

SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Extension as he may determine to be in the best interests of the City.

SECTION 4: That this Resolution 19-R-18 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

__________________________________________
Stephen H. Hagerty, Mayor

Attest: ____________________________
Devon Reid, City Clerk

Approved as to form: ____________________________
Michelle L. Masoncup, Interim City Attorney

Adopted: ____________________________, 2018
EXHIBIT A

Revocable License Agreement
3-R-99

A RESOLUTION

Authorizing the Grant of a License to MediaOne
Allowing Construction of a Building
and Placement of a Fence in the Public Right-of-Way
of Mulford Street and Park Land in James Park

WHEREAS, MediaOne ("Licensee") is the franchised cable operator for the City
of Evanston and is legally licensed to operate and locate facilities for the purpose of
distributing communication signals to customers; and

WHEREAS, Licensee is required to upgrade the existing cable network; and

WHEREAS, the proposed facility in James Park is a mandatory component of
satisfying the franchise agreement; and

WHEREAS, the facility will be located in James Park on property described as
follows:

THAT PART OF THE MULFORD STREET RIGHT OF WAY (HERETOFORE
DEDICATED PER DOCUMENT NUMBER 22285598) TOGETHER WITH THAT
PART OF A TRACT OF LAND LYING NORTH OF THE NORTH LINE OF THE
C.N.S & M RAILWAY RIGHT OF WAY AND WEST OF AND ADJACENT TO
THE WEST LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION
25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, (SAID LINE ALSO BEING THE WEST LINE OF SAID MULFORD
STREET RIGHT OF WAY), MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THAT POINT OF INTERSECTION OF THE WEST LINE
OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25 AND THE NORTH
LINE OF SAID RAILWAY RIGHT OF WAY, (SAID INTERSECTION ALSO
BEING THE SOUTHWEST CORNER OF SAID MULFORD STREET RIGHT OF
WAY); THENCE NORTH 89 DEGREES 56 MINUTES 26 SECONDS EAST,
ALONG SAID SOUTH LINE OF MULFORD STREET, 16.29 FEET; THENCE NORTH 01 DEGREES 06 MINUTES 19 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 06 MINUTES 19 SECONDS WEST, ALONG THE WEST FACE OF AN EXISTING CONCRETE WALK, 28.00 FEET TO A POINT ON THE EXISTING BACK OF CURB; THENCE SOUTH 81 DEGREES 29 MINUTES 22 SECONDS WEST, ALONG SAID EXISTING BACK OF CURB AND ITS WESTERLY EXTENS ON THEREOF, 60.14 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 34 SECONDS EAST, 19.15 FEET TO A POINT 5.0 FEET NORTH OF THE NORTH LINE OF SAID C.N.S & M RAILWAY RIGHT OF WAY; THENCE NORTH 83 DEGREES 56 MINUTES 26 SECONDS EAST, ALONG A LINE 5.0 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID RAILWAY RIGHT OF WAY, 60.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

and:

WHEREAS, the City Council of the City of Evanston finds and determines that the best interests of the City and its residents would be served by the granting of a license to allow the aforesaid building and fence.

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

SECTION 1: That the City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston, a License Agreement in substantial conformity with that attached hereto as Exhibit 1 and made a part hereof, between the City, as Licensor, and MediaOne, as Licensee, providing for construction of a building and placement of a fence on the public right-of-way of Mulford Street and Park Land in James Park, Evanston, Illinois.
SECTION 2: That this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner required by law.

Mayor

ATTEST:

Clerk

Adopted: March 22, 1999
EXHIBIT 1

REVOCABLE LICENSE AGREEMENT

The City of Evanston, an Illinois municipal corporation, ("City"), for good and
valuable consideration, receipt of which is acknowledged, does hereby grant to
MediaOne ("Licensee"), a license to allow a building and fence in the public right-of-way
of Mulford Street and James Park, Evanston. Said building and fence will be located in
the area legally described as Exhibit A attached hereto and incorporated by referrence.
The License is made by the City and accepted by the Licensee upon these terms and
conditions, and Licensee agrees that should the Licensee at any time violate any of
said terms or conditions, or use or attempt to use said property for any other or different
purpose than that specified herein, then the City may, at its option, immediately revoke
this License:

1. That the License is for the exclusive purpose of allowing the construction
of a building and fence on the public right-of-way at Mulford Street and James Park,
described as follows:

   See Exhibit A

2. That Licensee agrees to obtain any applicable permits required by the
Evanston City Code, to construct, install and maintain said building and fence.

3. That, as a material consideration to the City for entering into this license
and without which the City would not enter into same, Licensee agrees to indemnify
and save and hold harmless the City, its successors and assigns, from all liability for
injuries to persons, deaths, or losses or damage to property resulting from the giving of this License or arising out of or caused by the construction, installation, maintenance, use, presence, or removal of the lighting unit by Licensee on the public right-of-way located in the area designated on Exhibit A. The Licensee shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising from or incurred in connection with any of these provisions.

4. That, prior to the signing of this License, Licensee will provide the City with adequate and satisfactory insurance coverage against all risk of harm or any injury to any party through a recognized surety. Said insurance will name the City as an additional insured and will give the City thirty days' notice of cancellation. Licensee will keep said insurance in effect throughout the term of this License.

5. That this License is not assignable or otherwise transferable by Licensee.

The CITY OF EVANSTON expressly reserves the right to revoke this License upon thirty (30) days' written notice if it is determined in the best interest of the City to do so. In such event, Licensee shall have no recourse against the City, and, if directed by the City, Licensee shall promptly remove the lighting unit and promptly restore to its original condition, in compliance with applicable regulations, any city-owned area exposed by removal of the lighting unit.
IN WITNESS WHEREOF, this License is executed this 23 day of April, 1999.

By: ____________________________
    Bill Connors, General Manager
    Chicago Northern Division, MerlinOne
    Steve Reimer, Vice President, Operations

By: ____________________________
    Roger Crum, City Manager
    City of Evanston

Attest: __________________________
Mary Morris, City Clerk
EXHIBIT "A"

LICENSE AGREEMENT


COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25 AND THE NORTH LINE OF SAID RAILWAY RIGHT OF WAY, (SAID INTERSECTION ALSO BEING THE SOUTHWEST CORNER OF SAID MULFORD STREET RIGHT OF WAY); THENCE NORTH 29 DEGREES 26 MINUTES 26 SECONDS EAST, ALONG SAID 92ND LINE OF MULFORD STREET, 16.29 FEET; THENCE NORTH 01 DEGREES 06 MINUTES 19 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 06 MINUTES 19 SECONDS WEST, ALONG THE WEST FACE OF AN EXISTING CONCRETE WALK, 28.00 FEET TO A POINT ON THE EXISTING BACK OF CURB; THENCE SOUTH 81 DEGREES 39 MINUTES 23 SECONDS WEST, ALONG SAID EXISTING BACK OF CURB AND ITS WESTERLY EXTENSION THEREOF, 60.14 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 34 SECONDS EAST, 19.15 FEET TO A POINT 50 FEET NORTH OF THE NORTH LINE OF SAID C.N.S. & M. RAILWAY RIGHT OF WAY; THENCE NORTH 87 DEGREES 26 MINUTES 26 SECONDS EAST, ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID RAILWAY RIGHT OF WAY, 60.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CITY OF EVANSTON
ENGINEERING DIVISION
March 9, 1993
EXHIBIT B

License Renewal and Extension
LICENSE RENEWAL AND AMENDMENT

THIS LICENSE RENEWAL AND AMENDMENT entered into this ___ day of ________, 2018, by and between the City of Evanston, Illinois ("City") and Comcast of Illinois IV, Inc. ("Licensee").

WHEREAS, Licensee is tenant and City is landlord under a certain License Agreement (the "License") originally between MediaOne and the City of Evanston dated March 23, 1999 respecting certain real property located at 2101 Mulford Street, Evanston, Illinois; and

WHEREAS, the License was extended through May 31, 2018; and

WHEREAS, both parties wish to renew the License and extend the term to May 31, 2022.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, City and Licensee hereby agree as follows:

1. The License is hereby renewed and the term of the License is hereby extended through and including May 31, 2022.

2. The monthly rent for the renewal term shall be due on the 1st day of every month in the following amounts:
   a) $1,849.00 per month from June 1, 2018 through and including May 31, 2019.
   b) $1,941.00 per month from June 1, 2019 through and including May 31, 2020.
   c) $2,038.00 per month from June 1, 2020 through and including May 31, 2021.
   d) $2,140.00 per month from June 1, 2021 through and including May 31, 2022.

3. The last sentence of the preamble of the License is hereby deleted and restated in its entirety as follows: "The License is made by the City and accepted by the Licensee upon these terms and conditions, and Licensee agrees that should Licensee at any time violate any of said terms and conditions, and such violation continues for more than thirty (30) days after Licensee’s receipt of written notice thereof (or, if such violation cannot be cured within thirty (30) days, such time as is reasonably necessary therefor, provided that Licensee commenced the cure within the initial thirty (30) days and is diligently prosecuting the same to completion), then the City may, at its option, revoke this License upon thirty (30) days’ prior written notice to Licensee."

4. The first sentence of Paragraph 4 of the License is hereby deleted and restated in its entirety as follows: "That, prior to the signing of this License, Licensee will provide the City with a certificate evidencing commercial general liability insurance against risk of bodily injury or property damage to any party through a recognized surety."

5. The first and second sentences of Paragraph 5 of the License are hereby deleted and restated in their entirety as follows: "That this License is not assignable or otherwise transferable by Licensee except to an affiliate, parent, subsidiary or operating division of Licensee, or to any entity acquiring all or substantially all of Licensee’s assets or stock or ownership interests. The CITY OF EVANSTON expressly reserves the right to revoke this License upon thirty (30) days’ prior written notice to Licensee if Licensee has defaulted under this License and such default has continued beyond all applicable notice and cure periods as above provided."

6. All other terms and conditions of the License shall remain in full force and effect.
IN WITNESS WHEREOF, City and Licensee have caused this License Renewal and Amendment to be duly executed as of the date first written above.

City of Evanston

By: ______________________________
Name: __________________________
Title: ___________________________

Comcast of Illinois IV, Inc.

By: ______________________________
Name: Margaret Sarason
Title: Vice President Finance & Accounting
Memorandum

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

From: Mario Treto, Jr., Assistant City Attorney
       Theresa Whittington, Liquor Licensing Manager/Legal Analyst

Subject: Ordinance 62-O-18, Amending Hours of Alcohol Service

Date: May 15, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 62-O-18, amending Evanston City Code Subsection 3-4-9 to allow for extended hours of alcohol service.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
The City of Evanston (“City”) liquor code does not have a provision that allows hours of lawful service of alcohol to be extended by written order of the Local Liquor Commissioner. On April 5, 2018, Patrick Breslin, owner of The Celtic Knot, contacted the City to request special permission to adjust the hours of alcohol service to accommodate the business airing live coverage of the 2018 World Cup. The competition runs from June 14, 2018 through July 15, 2018 in Russia. Due to the time zone difference, some of the games will be played as early as at 9:00 AM. These hours are outside of the hours of lawful alcohol service currently allowed by the City.

Other comparable Illinois municipalities provide for the extension of hours of alcohol service. Downers Grove allows hours to be extended by written order of the Local Liquor Commissioner for periods not to exceed three (3) hours per day at a cost of sixty-eight dollars ($68.00) per day. Downers Grove also does not allow extensions for more than four (4) dates in any one calendar year. The City of Macomb offers an extended hours supplement to annual liquor license holders. The annual fee for the supplement is five hundred dollars ($500.00) and allows licensees to extend service of alcohol by one to two hours, depending on the day of the week.

City of Evanston Ordinance 62-O-18 permits the Local Liquor Commissioner discretion to extend hours of lawful service per written order. Ordinance provisions to note are as follows:
1. Hours requested for the lawful sale of alcohol may not exceed four (4) hours prior to the opening hours currently allowed under licensee’s annual liquor license class.
2. Requests for extension of hours must be made by written application and submitted at least two (2) weeks prior to the requested extension date.
3. No licensee will be granted such extension for more than thirty (30) days in any one (1) calendar year.
4. There is a fee of five hundred dollars ($500.00) imposed for each extension request.

Legislative History:
None

Attachments:
Ordinance 62-O-18
AN ORDINANCE

Amending City Code Section 3-4-9,
Amending Hours of Alcohol Service

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

SECTION 1: Section 3-4-9 of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

3-4-9. - CLOSING HOURSHOURS OF ALCOHOL SERVICE.

(A) No person licensed hereunder as a seller of alcoholic liquor, unless otherwise stated in Section 3-4-6 or Subsection 3-4-9(B) shall sell or permit to be sold or given away any alcoholic liquor between the hours of 1:00 a.m. and 11:00 a.m., except that sales may be made up to 2:00 a.m., on Saturday and Sunday mornings and on the morning of January 1, Memorial Day, Labor Day and Thanksgiving; however, no such sales shall be made between 2:00 a.m. and 12:00 noon on Sunday.

(B) Hours during which sale is lawful may be extended by written order of the Local Liquor Control Commissioner for periods not to exceed four (4) hours prior to opening upon written application by the licensee stating the reasons for the requested extension and the date(s) for which the extension is sought. The request must be provided to the City in writing at least two (2) weeks prior to the date the extension is requested or the request will be automatically denied. No licensee will be granted such extension for more than thirty (30) dates in any one (1) calendar year, provided an extension fee is submitted for each requested extension in the amount of five hundred dollars ($500.00).

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect
without the invalid application or provision, and each invalid provision or invalid
application of this ordinance is severable.

**SECTION 4:** The findings and recitals contained herein are declared to be
prima facie evidence of the law of the City and shall be received in evidence as
provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 5:** This ordinance shall be in full force and effect from and after
its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018                        Approved:

Adopted: _________________, 2018                             _________________, 2018

__________________________________________________________
Stephen H. Hagerty, Mayor

Attest:                                                   Approved as to form:

__________________________                        ______________________________
Devon Reid, City Clerk          Michelle L. Masoncup, Interim Corporation
                                      Counsel
Memorandum

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

From: David Stoneback, Public Works Agency Director

Subject: Ordinance 25-O-18, Amending the City Code for the Public Works Agency

Date: April 9, 2018

Recommended Action:
Staff recommends City Council adopt Ordinance 25-O-18 amending Title 7, Chapter 1 of the Evanston City Code, “Public Works Agency”. The Ordinance also codifies the Block Party permit processes. Ordinance 25-O-18 was introduced at the April 23, 2018 City Council meeting.

Funding Source:
N/A

Livability Benefits:
Built Environment: Enhance public spaces

Summary:
The Ordinance modifies the City Code related to the Public Works Agency and the work performed by the employees working in three bureaus within the Agency. The Code also regulates and controls the use of streets pursuant to the block party permit.

Attachments:
Ordinance 25-O-18
AN ORDINANCE

Amending Title 7, Chapter 1 of the Evanston City Code, “Public Works Agency”

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

SECTION 1: Title 7, Chapter 1, “Public Works Agency,” of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

CHAPTER 1 – DEPARTMENT OF PUBLIC WORKS AGENCY

7-1-1. – PUBLIC WORKS AGENCY DEPARTMENT ESTABLISHED; COMPOSITION.

(A) There is hereby established an executive department of the Municipal government of the City, which shall be known as the Department of Public Works Agency. This Agency shall include the Director of Public Works and the City Engineer and such other divisions as may be assigned.

7-1-2. – DIRECTOR OF PUBLIC WORKS.

7-1-2-1. – GENERAL DUTIES AND AUTHORITY.

(B) Head of Department of Public Works Agency. The Director of Public Works is the head of the Department of Public Works Agency and shall have charge of all branches of the Municipal service which are placed under the supervision, direction or control of such Agency, including the streets, alleys, parkways, sidewalks, street lighting, traffic signals, City equipment, motor vehicle equipment, signal service equipment, bridges and viaducts, parkway trees and shrubs, parks and athletic fields, City Water Works system, City sewer system, solid waste collection and disposal, and the City Engineer within the City.

(C) Public Improvements. The Director of Public Works, subject to the ordinances, grants and powers of the City, shall have charge of all public improvements commenced, or to be commenced by the City; he/she shall have authority to regulate and control the manner of using the streets, alleys, highways and public places of the City for the erection and location of utility poles or posts, as authorized by the ordinances or grants of the City, and to determine
the location thereof; and to cause the prompt repair of the streets, alleys, highways and public places whenever the same are taken up or altered.

**(D)(C) Maps and Plats.** The Director of Public Works shall examine all maps and plats for subdivision of land in accord with Title 4, Chapter 11 of this Code, as amended. The Director of Public Works shall be responsible for all maps, plats and records and all matters pertaining to their storage, the keeping of the same, and he/she shall make or direct the making up of all maps and drawings which may be required by the provisions of this City Code, City or other ordinances of the City or may be ordered by the City Manager or the City Council.

**(E)(D) Authority in Connection With Street Lighting.** The Director of Public Works is responsible for the erection, operation and repair of all lamps and lights for lighting the streets, alleys, highways, viaducts, parks, public places and public buildings in the City, to such extent as he/she is so required to do by the provisions of this Code, ordinances, grants or contracts of the City. He/She shall also be responsible for the erection of all poles and wires and the laying of all pipes and conduits erected or laid by any person for such lighting purposes.

The Director of Public Works shall, in all respects, see to it that the provisions of all ordinances granting the right to construct and maintain an electric light, heat and power plant in the City and amendments and additions thereto, and of any and all contracts relating to the public lighting of the City are fully and fairly enforced.

**(F)(E) Removal of Obstructions in Public Places.** The Director of Public Works may cause the removal of any article or thing whatsoever which may unlawfully encumber or obstruct any public street, avenue, alley, parkway or place in the City. The person responsible for or causing such obstruction shall be responsible for all expenses incurred in the removal of said obstruction(s).

### 7-1-2 2-2. - PERMITS.

In all cases wherein a permit is required to authorize any work to be done in the City pursuant to this Title of this Code, the City Manager, the Director of Public Works, or his/her designee shall be responsible for issuing such permit. Any such permit must comply with all relevant provisions of this Code governing the act or work.

### 7-1-3.4. – BLOCK PARTY PERMITS.

**(A) Purpose.** The street in the possession of the City are primarily for the use of the public in the ordinary way. However, under proper circumstances, the City Manager or his/her designee may grant a permit for street use, subject to

315 of 629
reasonable municipal regulation and control. This Section is enacted to regulate and control the use of streets pursuant to a block party permit, to the end that the health, safety, and general welfare of the public and the good order of the City can be protected.

(B) Definitions. As used in this Section, the following terms shall have the meanings indicated:

| BLOCK PARTY. | A Gathering in a residential district only of abutting neighbors and their relatives and friends within the City street right-of-way or other public thoroughfare which has been temporarily closed for the occasion. Block party permits will only be issued during the periods of May 1 through September 30. |

(C) Prohibition. No person will encroach upon, occupy, obstruct or encumber any public street or highway, or part thereof, for the purpose of participating in a block party unless authorized to do so in accordance with this Section.

(D) Application for Permit. A written application for a block party permit by persons or groups desiring the same must be made on a form by the City Manager or his/her designee and will be filed with the City Manager or his/her designee at least ten (10) business days prior to the event. The application must include the following information:

1. The name, physical address, e-mail address, and telephone number of the applicant or applicants. The applicant must be a City resident.
2. If the proposed street use is to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorizing responsible heads of such organization.
3. The date and duration of time for which the requested use of the street is proposed to occur. A block party permit will only be issued for one day and must not start earlier than 10:00 a.m. and end no later than 9:00 p.m.
4. An accurate description of that portion of the street proposed to be used.
5. Statement verifying that all persons within the affected block have been notified by the applicant of the block party and that no more than three (3) objections to the closing of the street or the proposed activities have been presented to the applicant.
6. The proposed use, described in detail, for which the block party permit is requested.
(E) **Review by Public Works Director.** Before any application for a block party permit is considered by the City Manager or his/her designee, the application must be reviewed by the Public Works Director for his/her recommendation as to the effect that the temporary closing of the street will have on the public safety and traffic movement in the area during the time the street may be closed.

(F) **Mandatory Denial of Street Use Permit.** An application for a block party permit shall be denied if:

1. The proposed street use is primarily for private or commercial gain.
2. The proposed street use would violate any federal or state law or any ordinance of the City.
3. The proposed street use will substantially hinder the movement of police, fire, or emergency vehicles, constituting a risk to persons or property. Permits will only be granted to close non-through streets such as cul-de-sacs and dead-end streets. A permit will not be granted to close a main thoroughfare in the City.
4. The application for a block party permit does not contain the information required in this Section.
5. The application requests a period for the use of the street that would last later than 9:00 P.M.
6. The proposed use could equally be held in a public park or other location.
7. The application may be denied for any other reason or reasons that it is determined that the health, safety, and general welfare of the public cannot be adequately protected and maintained if the permit is granted.

(G) **Responsibilities of the Applicant.**

1. Acceptance of a permit makes the applicant primarily liable for damages to persons or property cause by reason of the closing. The applicant further agrees to pay an amount sufficient to reimburse the City for any damages done to the street surface, right-of-way or any other cleanup required after the event. The street surface must not be altered in any manner. The City is not liable for any damage caused by the street closing.
2. The applicant is responsible for procurement, placement, and maintenance of barricades used to barricade streets under this Chapter. No block party may commence or continue unless barricades are properly placed and maintained. The applicant acknowledges that under no circumstances will the street or right-of-way be blocked that would prohibit access for emergency vehicles. If a permit is granted, the Public Works Agency will deliver a sufficient number of marked barricades to the address of the applicant. The barricades must be returned to the point of delivery for pickup by the City on the next business day.
3. Music or noise must be kept at a reasonable level so as not to disturb others. Amplified noise or music is prohibited at such block parties.
4. The applicant is responsible for clearing litter and debris from the street after the conclusion of the event.

5. Any damages associated with a block party permit will be invoiced to the applicant.

(H) Termination of Block Party Permit. A block party permit for an event in progress may be terminated by the Police Department if the health, safety, and welfare of the public appears to be endangered by activities generated as a result of the event or the event is in violation of any of the conditions of the permits or City Code of the City of Evanston.

(I) Violations and Penalties. Any person who violates any provision of this Chapter is subject to a fine of five hundred dollars ($500.00).

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 4: The findings and recitals herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 5: Ordinance 25-O-18 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
Memorandum

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

From: Mario Treto, Jr., Assistant City Attorney
      Theresa Whittington, Liquor Licensing Manager/Legal Analyst

Subject: Ordinance 51-O-18, Increasing the Number of Class F Liquor Licenses for
         Target Corporation d/b/a Target Store T0927, 2209 Howard St.

Date: April 23, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 51-O-18,
amending Evanston City Code Subsection 3-4-6-(F) to increase the number of
authorized Class F liquor licenses from ten (10) to eleven (11), and permit issuance of a
Class F license to Target Corporation d/b/a Target Store T0927 located at 2209 Howard
Street. Ordinance 51-O-18 was introduced at the April 23, 2018 City Council meeting.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses

Summary:
Ordinance 51-O-18 will permit Target Corporation d/b/a Target Store T0927
(“Company”) to retail sale of alcoholic liquor in grocery stores in original packages to
persons of at least twenty-one (21) years of age for consumption off the premises.
Application materials were submitted by Company representative Carole Helmin.

Legislative History:
At the April 4, 2018 Liquor Control Review Board meeting, Company requested
consideration of application for a Class F liquor license.

Alternatives:
n/a

Attachments:
Ordinance 51-O-18
Application
Minutes of the April 4, 2018 Liquor Control Review Board meeting
51-O-18

AN ORDINANCE

Amending City Code Section 3-4-6-(F)
to Increase the Number of Class F Liquor Licenses from Ten to Eleven
(Target Corporation Dba Target Store T0927, 2209 Howard St.)

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

SECTION 1: Class F of Table 1, Section 3-4-6 of the Evanston City Code
of 2012, as amended, is hereby further amended and revised as follows:

| F | Grocery | None | Liquor | $35,000 | $11,500 | 40 11 | Store over 12,000 sq. ft. (product display) | 8 a.m.—Midnight |

SECTION 2: Subsection 3-4-6-(F) of the Evanston City Code of 2012, as
amended, is hereby further amended by increasing the number of Class F liquor
licenses from ten (10) to eleven (11) to read as follows:

(F) CLASS F licenses, which shall authorize the retail sale of alcoholic liquor in
grocery stores, combination stores as defined in Section 3-4-1 of this Chapter,
and wholesale clubs requiring membership in original packages to persons of at
least twenty-one (21) years of age for consumption off the premises. Class F
licenses shall also authorize the tasting of alcoholic liquor not exceeding the
limits set forth herein.

1. It shall be unlawful for a Class F licensee to sell a single container of beer
   unless the volume of the container is greater than forty (40) ounces or
   1.18 liters. It shall be unlawful for a licensee to bundle, tape, package, or
   otherwise manipulate single containers of beer for sale as a set. Any such
   manipulation of packaging shall be a violation of this Subsection. Nothing
   in this Subsection shall be construed as prohibiting the sale of packages
   containing six single containers of beer, including such packages
   consisting of various single containers of beer chosen by the consumer.

2. It shall be unlawful for a Class F licensee to sell a single container of wine
   unless the container is greater than sixteen (16) fluid ounces or 0.473
It shall be unlawful for a Class F licensee to sell a single container of alcoholic liquor, except beer and wine which are regulated by Subsections (F)1 and (F)2 of this Section, unless the container is greater than sixteen (16) fluid ounces or 0.473 liters.

The sale of alcoholic liquor at retail pursuant to the Class F license may begin after 8:00 a.m., Monday through Sunday. Alcoholic liquor shall not be sold after the hour of 12:00 midnight on any day.

No such license may be granted to an establishment that is located within five hundred (500) feet of a licensee holding a Class F liquor license.

A Class F licensee shall provide a minimum of twelve thousand (12,000) square feet of production, preparation, and display area in which products are prepared and are for sale.

Class F licenses shall permit the tasting of samples of the alcoholic liquor permitted to be sold under this classification, on the licensed premises during authorized hours of business. No charge, cost, fee, or other consideration of any kind shall be levied for any such tasting. Licensees shall not provide more than three (3) free tastings, each of which shall not exceed one (1) fluid ounce for wine, two (2) fluid ounces for beer and one-quarter (.25) fluid ounce for distilled alcohol, to any person in a day. Licensees must have at least one (1) BASSET-certified site manager on-premises whenever offering alcoholic liquor for tastings. Licensees must provide food service when offering alcoholic liquor for tastings.

The applicant for a Class F license shall pay a first year license fee of thirty-five thousand dollars ($35,000.00). Thereafter, the annual fee for a Class F license shall be eleven thousand five hundred dollars ($11,500.00).

No more than ten (10) eleven (11) such license(s) shall be in force at any one (1) time.

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

**SECTION 4:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.
SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018
Adopted: _________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:

Approved:

______________________________
Michelle L. Masoncup, Interim Corporation Counsel

Approved as to form:

______________________________
Devon Reid, City Clerk
City of Evanston annual Liquor License Application

City of Evanston
Application for Liquor License

Date: FEB 26 2018

Liquor Class: F-Grocery
Initial license Fee: $35,000

1. APPLICANT

A. Corporation name:
   Target Corporation

B. Business name:
   Target Store T-0927

C. Previous business name (if dba changed):
   N/A

D. Business address (city, state, zip code):
   2209 Howard St, Evanston, IL 60202

E. Business telephone:
   847-733-1144

F. Business website: www.target.com

G. Business Email: Liquor.Licensing@target.com

H. Illinois business tax number: REDACTED

2. BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Address applying for liquor license (exact street address):
   2209 Howard St

B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):
   See attached

C. Is the business required to be located within the "Retail Package Store Area"?
   Yes ☐ No ☐

   If yes, is it located within the "Retail Package Store Area"?
   Yes ☐ No ☐

3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION

A. Business type:
   ☐ Restaurant ☐ Hotel ☐ Package Store ☐ Grocery Store ☐ BrewPub
   ☐ Craft Distillery ☐ Craft Brewery ☐ Craft Winery ☐ Other (explain):

   Describe the nature of the business / kind of business:
   Retailer of general merchandise w/grocery

Liquor to be served and/or sold:
   ☐ Alcoholic liquor ☐ Beer & Wine only ☐ Beer Only ☐ Wine only

Days and times liquor is served:
   ☐ Sunday ☐ Monday ☐ Tuesday ☐ Wednesday
   8am - 11pm to 8am - 11pm to 8am - 11pm to 8am - 11pm
   ☐ Thursday ☐ Friday ☐ Saturday
   8am - 11pm to 8am - 11pm to 8am - 1am

Liquor will served or sold by:
   ☐ Glass ☐ Bottle ☐ Can ☐ Waitstaff and/or ☐ Over the counter
### 4. BUSINESS SPECIFIC INFORMATION (for restaurants)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. How many tables are or will be in the restaurant? What is the seating capacity?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is &quot;no&quot;, please create a proposed menu before applying. If your response is &quot;Yes,&quot; please attach the menu.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Does the restaurant currently hold or has applied for a City of Evanston food license? If your response is &quot;Yes,&quot; what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 5. BUSINESS SPECIFIC INFORMATION (for hotels)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 6.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Does the hotel have at least 50 regular rooms for transients?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Does the hotel currently hold or has applied for a City of Evanston food license? If your response is &quot;Yes,&quot; what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 6. BUSINESS SPECIFIC INFORMATION (for package stores)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell liquor upon the premises of a package store?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 7.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Is the package store premises located in the &quot;retail package store area&quot; as defined by the attached map?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Has the applicant reviewed the Liquor Code definition of a &quot;package store&quot;?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store? If your response is &quot;No,&quot; skip this section and proceed to section 8.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the grocery store premises consist of a grocery store and combination store under one roof?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximately how many square feet are provided? 132,223 sq. ft. (total bldg)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Does the grocery store currently hold or has applied for a City of Evanston food license? If your response is &quot;Yes,&quot; what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8. BUSINESS SPECIFIC INFORMATION (BrewPub)

A. Does the applicant seek to sell and liquor upon the premises of a BrewPub? If your response is “No,” skip this section and proceed to section 9.  
   - yes ☑️ no

B. Does the brewpub premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?  
   - yes ☑️ no

C. Does the brewpub provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?  
   - yes ☑️ no

D. How many tables are or will be in the brewpub? _____  What is the seating capacity? _____

E. Is there an existing or proposed menu? If your response is “no”, please create a proposed menu before applying. If your response is “Yes,” please attach the menu.  
   - yes ☑️ no

F. Does the brewpub currently hold or has applied for a City of Evanston food license?  
   - if your response is “Yes,” what is the expected issue date? _____  
   - if “no” provide date when you will apply: _____

9. BUSINESS SPECIFIC INFORMATION (Craft Distillery)

A. Does the applicant seek to sell and liquor upon the premises of a Craft Distillery? If your response is “No,” skip this section and proceed to section 10.  
   - yes ☑️ no

B. Does the craft distiller possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license: _____  
   - yes ☑️ no

C. Does the craft distiller intend to have a tasting room?  
   - if “Yes”, What is the seating capacity? _____
   - yes ☑️ no

D. Has the applicant reviewed the Liquor Code definition and class description of a “craft distiller”?  
   - yes ☑️ no

10. BUSINESS SPECIFIC INFORMATION (Craft Brewery)

A. Does the applicant seek to sell and liquor upon the premises of a Craft Brewery? If your response is “No,” skip this section and proceed to section 11.  
   - yes ☑️ no

B. Does the craft brewery possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license: _____  
   - yes ☑️ no

C. Does the craft brewery intend to have a tasting room?  
   - if “Yes”, What is the seating capacity? _____
   - yes ☑️ no

D. Does the craft brewery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.  
   - yes ☑️ no

E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.  
   - yes ☑️ no

F. Does the craft brewery currently hold or has applied for a City of Evanston food license?  
   - if your response is “Yes,” what is the expected issue date? _____
   - yes ☑️ no

G. Has the applicant reviewed the Liquor Code definition and class description of a “craft brewery”?  
   - yes ☑️ no
### 11. BUSINESS SPECIFIC INFORMATION (Craft Winery)

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and liquor upon the premises of a Craft Winery? If your response is “No,” skip this section and proceed to section 12.</th>
<th>☐ yes ☑ no</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Does the craft winery possess a valid craft distiller license from the State of Illinois? If “No,” please provide date you intend to obtain your license:</td>
<td>☐ yes ☐ no</td>
</tr>
<tr>
<td>C. Does the craft winery intend to have a tasting room? If “Yes,” What is the seating capacity?</td>
<td>☐ yes ☐ no</td>
</tr>
<tr>
<td>D. Does the craft winery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.</td>
<td>☐ yes ☐ no</td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td>☐ yes ☐ no</td>
</tr>
<tr>
<td>F. Does the craft winery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date?</td>
<td>☐ yes ☐ no</td>
</tr>
<tr>
<td>G. Has the applicant reviewed the Liquor Code definition and class description of a “craft winery”?</td>
<td>☐ yes ☐ no</td>
</tr>
</tbody>
</table>

### 12. PREMISES OWNERSHIP INFORMATION

<table>
<thead>
<tr>
<th>A. Does the corporation own the premises for which this liquor license is being sought? If your response is “Yes,” attach a copy of ownership and proceed to section 13.</th>
<th>☑ yes ☐ no</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought?</td>
<td>☐ yes ☐ no</td>
</tr>
<tr>
<td>C. What is the period covered by the lease? _____ to _____</td>
<td></td>
</tr>
<tr>
<td>D. What is the name of the Landlord? _____</td>
<td></td>
</tr>
<tr>
<td>E. What is the address of the Landlord? (please include city, state, and zip code.) _____</td>
<td></td>
</tr>
</tbody>
</table>

### 13. ELIGIBILITY QUESTIONS

<table>
<thead>
<tr>
<th>A. Has the owner or any relative had a business or liquor license revoked?</th>
<th>☑ yes ☐ no</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston?</td>
<td>☑ yes ☐ no</td>
</tr>
<tr>
<td>C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business?</td>
<td>☑ yes ☐ no</td>
</tr>
<tr>
<td>D. Does the owner/officer(s) owe any debt or unpaid tax to the City of Evanston? If yes, explain:</td>
<td>☑ yes ☐ no</td>
</tr>
<tr>
<td>E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below.</td>
<td>☑ yes ☐ no</td>
</tr>
</tbody>
</table>

| name | address | telephone | relationship |
I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

Signature of Applicant

Date 2/14/18
City of Evanston
Liquor License Application

AFFIDAVIT

State of Minnesota )
                      ) SS
County of Hennepin )

The undersigned hereby makes application for a Class ___ liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

Signature of Applicant

Subscribed and sworn to before me
this 16th day of February, 2018.

Notary Public

(carol Helmin)

(carol Helmin)

Notary Public

State of Minnesota
My Commission Expires
January 31, 2019
CORPORATE INFORMATION FORM
(Supplement A)

Applicants must file business with Secretary of State:

Name of Corporation/Partnership:
Target Corporation

Corporate Address:
1000 Nicollet Mall, Minneapolis, MN 55403

Corporate Ph #: 612-761-1015 Corporate Email: Liquor.Licensing@target.com FEIN: REDACTED

Business Status:

Date Corporation/Partnership was Organized: 4/23/1975

State Articles of Incorporation/Organization filed: Illinois

Date Articles of Incorporation/Organization filed with Secretary of State: N/A

Date Certification of Incorporation/Organization was issued by Secretary of State: N/A

Are there any amendments to Articles of Incorporation? (if yes, provide date filed) ☐ Yes ☑ No Date Amendment Filed

What are the total shares of stock created by this Corporation? See copies of filed Foreign Corporation Annual Report

H. List stockholders with 5% or more in holdings (corporations with a long list, attach copy of list):

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
</table>

See attached - Target Corporation is a publicly traded company on the NYSE

Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors? ☐ Yes ☐ No

Has the Corporation attached evidence of Good Standing with the State of Illinois? If no, explain: ☐ Yes ☐ No

Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization? If no, explain: There are none as Target is a Minnesota Corporation ☐ Yes ☐ No

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date: N/A

What is the objective of Corporation? See attached

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation? ☐ Yes ☐ No
February 9, 2018

To Whom It May Concern;

Please be advised that there are no officers or employees of Target Corporation owning five percent (5%) or more of Target Corporation stock, a publicly traded company.

Sincerely,

Janine L. Brown-Wiese
Vice President
Target Corporation
Beneficial ownership of Target’s largest shareholders

The following table includes certain information about each person or entity known to us to be the beneficial owner of more than five percent of our common stock:

<table>
<thead>
<tr>
<th>Name and address of 5% beneficial owner</th>
<th>Number of common shares beneficially owned</th>
<th>Percent of class(1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Street Corporation</td>
<td>51,204,237(2)</td>
<td>9 3%</td>
</tr>
<tr>
<td>One Lincoln Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boston, Massachusetts 02111</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Vanguard Group</td>
<td>40,599,172(3)</td>
<td>7 4%</td>
</tr>
<tr>
<td>100 Vanguard Boulevard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Malvern, Pennsylvania 19355</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BlackRock, Inc.</td>
<td>38,296,297(4)</td>
<td>6 9%</td>
</tr>
<tr>
<td>55 East 52nd Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>New York, New York 10065</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) Based on shares outstanding on March 28, 2017.

(2) State Street Corporation (State Street) reported its direct and indirect beneficial ownership in various fiduciary capacities (including as trustee under Target’s 401(k) Plan) on a Schedule 13G filed with the SEC on February 14, 2017. The filing indicates that as of December 31, 2016, State Street had sole voting power for 51,204,237 shares, sole dispositive power for 0 shares and shared dispositive power for 51,204,237 shares.

(3) The Vanguard Group (Vanguard) reported its direct and indirect beneficial ownership on a Schedule 13G/A filed with the SEC on February 10, 2017. The filing indicates that as of December 31, 2016, Vanguard had sole voting power for 897,399 shares, shared voting power for 121,104 shares, sole dispositive power for 39,505,350 shares and shared dispositive power for 1,003,822 shares.

(4) BlackRock, Inc. (BlackRock) reported its direct and indirect beneficial ownership on a Schedule 13G/A filed with the SEC on January 27, 2017. The filing indicates that as of December 31, 2016, BlackRock had sole voting power for 31,784,390 shares, shared voting power for 19,504 shares, sole dispositive power for 38,278,763 shares and shared dispositive power for 19,504 shares.

Section 16(a) beneficial ownership reporting compliance

SEC rules require disclosure of those directors, officers and beneficial owners of more than 10% of our common stock who fail to timely file reports required by Section 16(a) of the Securities Exchange Act of 1934 during the most recent fiscal year. Based solely on review of reports furnished to us and written representations that no other reports were required during the fiscal year ended January 28, 2017, all Section 16(a) filing requirements were met.

TARGET CORPORATION © 2017 Proxy Statement
Objects of Corporation:

To construct, own, lease, operate and manage retail department stores for sale of dry goods, general merchandise and perishable consumer products; to provide personal and professional services, whether directly or indirectly by the Corporation; to buy and sell real and personal property of every kind and description in connection therewith; and to conduct such other business in which it is authorized to engage under the Minnesota Business Corporation Act.
<table>
<thead>
<tr>
<th>Store #</th>
<th>Address</th>
<th>City</th>
<th>County</th>
<th>State</th>
<th>Zip</th>
<th>License Type</th>
<th>License Date</th>
<th>State License</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-1889</td>
<td>3154 S Clark St</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60605</td>
<td>Beer/Wine/Spirits</td>
<td>10/16/2005</td>
<td>IA-0069535</td>
</tr>
<tr>
<td>T-1433</td>
<td>2959 N Addison St</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60618</td>
<td>Beer/Wine/Spirits</td>
<td>8/3/2005</td>
<td>IA-0070737</td>
</tr>
<tr>
<td>T-0942</td>
<td>2656 N Eulsion Ave</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60647</td>
<td>Beer/Wine/Spirits</td>
<td>7/21/2005</td>
<td>IA-0072432</td>
</tr>
<tr>
<td>T-2079</td>
<td>2112 W Peterson Ave</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60659</td>
<td>Beer/Wine/Spirits</td>
<td>3/21/2007</td>
<td>IA-0076668</td>
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<tr>
<td>T-2344</td>
<td>13840 S Marshfield Ave</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60643</td>
<td>Beer/Wine/Spirits</td>
<td>11/10/2008</td>
<td>IA-0085683</td>
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<tr>
<td>T-1924</td>
<td>6525 W Diversey Ave</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60707</td>
<td>Beer/Wine/Spirits</td>
<td>7/5/2009</td>
<td>IA-0099156</td>
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<tr>
<td>T-2373</td>
<td>6466 N Broadway St</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60640</td>
<td>Beer/Wine/Spirits</td>
<td>12/31/2010</td>
<td>IA-0077183</td>
</tr>
<tr>
<td>T-2299</td>
<td>1 S State St</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>97217</td>
<td>Beer/Wine/Spirits</td>
<td>3/14/2013</td>
<td>IA-0106251</td>
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<tr>
<td>T-2781</td>
<td>1301 W Jackson Blvd</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60607</td>
<td>Beer/Wine/Spirits</td>
<td>3/11/2014</td>
<td>IA-1121795</td>
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<tr>
<td>T-2613</td>
<td>1200 N Larrabee St</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60610</td>
<td>Beer/Wine/Spirits</td>
<td>3/11/2014</td>
<td>IA-1121795</td>
</tr>
<tr>
<td>T-2078</td>
<td>1940 W 33rd St</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60608</td>
<td>Beer/Wine/Spirits</td>
<td>4/25/2014</td>
<td>IA-1122754</td>
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<tr>
<td>T-3207</td>
<td>401 E. Illinois St.</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60611</td>
<td>Beer/Wine/Spirits</td>
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<td>IA-1127942</td>
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<tr>
<td>T-3221</td>
<td>2650 N Clark St.</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60614</td>
<td>Beer/Wine/Spirits</td>
<td>7/16/2015</td>
<td>IA-1130759</td>
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<tr>
<td>T-3219</td>
<td>1330 E 53rd St</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60615</td>
<td>Beer/Wine/Spirits</td>
<td>11/14/2016</td>
<td>IA-1132098</td>
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<tr>
<td>T-3208</td>
<td>3204 N Clark St</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60657</td>
<td>Beer/Wine/Spirits</td>
<td>7/13/2017</td>
<td>IA-1134757</td>
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<tr>
<td>T-3214</td>
<td>3300 N Ashland Ave</td>
<td>Chicago</td>
<td>Cook</td>
<td>IL</td>
<td>60657</td>
<td>Beer/Wine/Spirits</td>
<td>10/13/2017</td>
<td>IA-1135918</td>
</tr>
</tbody>
</table>
February 9, 2018

To Whom It May Concern;

Please be advised that Corey Haaland, and Janine Brown-Wiese are the principal officers for Target Corporation, qualified to do business in the State of Illinois, as Target Stores, for liquor licensing purposes.

Corey Haaland, Sr Vice President and Treasurer and Janine Brown-Wiese, Vice President and Assistant Treasurer, respectively, oversees the business licensing group that applies for and renews Target's liquor licenses.

Sincerely,

Carole Helmin
Sr. Business License Specialist
Target Corporation
33 South 6th St, CC-1028
Minneapolis, MN 55402
Ph - (612) 761-1015
<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>ADDRESS</th>
<th>Phone</th>
<th>% OF OWNERSHIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janine L. Brown-Wisse</td>
<td>Vice President</td>
<td>33 S. 6th Street, CC:028</td>
<td>(612) 761-1853</td>
<td>Negligible (Less than 1%)</td>
</tr>
<tr>
<td></td>
<td>Tax</td>
<td>Minneapolis, MN 55402</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Corey L. Haaland</td>
<td>Senior Vice President</td>
<td>33 S. 6th Street, CC:1028</td>
<td>(612) 761-1853</td>
<td>Negligible (Less than 1%)</td>
</tr>
<tr>
<td></td>
<td>Treasurer</td>
<td>Minneapolis, MN 55402</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Target Corporation is a publicly held corporation
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

TARGET CORPORATION, INCORPORATED IN MINNESOTA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON APRIL 23, 1975, AND MUST CONDUCT ALL BUSINESS IN THIS STATE UNDER THE ASSUMED NAME OF TARGET STORES, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 16TH day of JANUARY A.D. 2018.

Jesse White
SECRETARY OF STATE
Certificate of Merger

I, Mary Kiffmeyer, Secretary of State of Minnesota, certify that the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of any non-surviving entity to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

MN: DAYTON HUDSON CORPORATION

MN: TARGET CORPORATION

State of Formation and Name of Surviving Entity:

MN: DAYTON HUDSON CORPORATION

Effective Date of Merger: 1/30/2000—12:01 A.M.

Name of Surviving Entity After Effective Date of Merger:

TARGET CORPORATION

This certificate has been issued on: 1/13/2000

Mary Kiffmeyer
Secretary of State.
**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER.**

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

**PRODUCER**

Ace Risk Services Central, Inc.
Minneapolis MN office
5600 West 83rd Street
8200 Tower, Suite 1100
Minneapolis MN 55437 USA

**INSURED**

Target Corporation
Attention: Risk Management
33 South Sixth Street
CC 3075
Minneapolis MN 55402 USA

**CERTIFICATE NUMBER:** S70070118475

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested.

<table>
<thead>
<tr>
<th>LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>ADD ON SUB</th>
<th>POLICY NUMBER</th>
<th>POLICY LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A X</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>XSLG27874E31</td>
<td>02/01/2018</td>
</tr>
<tr>
<td>X</td>
<td>Liquor Liab XSLG27874E31</td>
<td>OCCUR</td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>X</td>
<td>GEN AGRGATE LIMIT APPLIES PER</td>
<td>POLICY REJ T LOC</td>
<td></td>
<td>MED EXP (Any one person) Excluded</td>
</tr>
<tr>
<td></td>
<td>OTHER</td>
<td></td>
<td></td>
<td>PERSONAL &amp; AVG INJURY $3,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGRGATE $3,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS COMPOUND $50,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Liquor Liability $5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Limits $3,000,000</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td>ISA H2535034A</td>
<td>02/01/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per person)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per accident)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL LIMITS $2,000,000</td>
</tr>
<tr>
<td>C X</td>
<td>UMBRELLA LIABILITY</td>
<td>EXCESS CLAIMS-MADE</td>
<td>XSLG27874E31</td>
<td>02/01/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OCCUR</td>
<td></td>
<td>AGGREGATE $10,000,000</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

*Store # 70027, Location: 2209 Howard Street, Evanston, IL 60201. Certificate holder is included as Additional Insured in accordance with the provisions of the General Liability, Liquor Liability, and Automobile Liability coverage pursuant to the City of Evanston code section 3-4-4. Liquor Liability coverage is continuous until cancelled or on-renewed.*

**CERTIFICATE HOLDER**

City of Evanston
2100 Ridge Avenue, Suite 4400
Evanston IL 60201 USA

©1988-2015 ACORD CORPORATION. All rights reserved.
CITY OF EVANSTON
Cook County, Illinois
CORPORATE SURETY BOND
(Supplement B)

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED,

of the City of Minneapolis, County of Hennepin and State of Minnesota, a corporation organized and existing under the laws of the State of Minnesota, as Principal and Liberty Mutual Insurance Company, organized and existing under the law of the State of MA, and licensed to do business in the City of Evanston, County of Cook, and State of Illinois, hereinafter called the sureties, are held and firmly bound unto the City of Evanston, a municipal corporation, in the sum of TWENTY-FIVE HUNDRED AND NO/100 DOLLARS ($2,500) for the payment whereof to the City of Evanston, the principal and said sureties bind themselves, their heirs, executors, administrators, and assigns jointly and severally firmly by these presents. Signed, sealed, and dated this 16th DAY OF January, 2018.

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control Commissioner of the City of Evanston under the provision of the Title 3, Chapter 4, relating to the Sale of Alcoholic Liquor, of the Municipal Code of the City of Evanston, recodified January 2014, and amendments thereto, which license will expire on the 1st DAY OF March, 2019.

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall comply with all the provisions of Title 3, Chapter 4, of the Municipal Code of the City of Evanston hereinbefore described, and any and all other ordinances of the City of Evanston relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance; and if said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or which may hereafter be in force in the City of Evanston affecting the operation of said business, then this obligation shall be void; otherwise it shall remain in full force and effect.
City of Evanston annual Liquor License Application

PRINCIPAL

Signed, sealed, and dated this 18th day of January, 2018.

By: [Signature]
Title: Corey Aaland – SVP Treasurer
State of MINNESOTA
County of Hennepin

(Signed seal)

SURETIES

Signed, sealed, and dated this 18th day of January, 2018.

By: [Signature]
Title: Susan M. Van Prooyen – Attorney in Fact
State of MINNESOTA
County of Hennepin

(Signed seal)

State of MINNESOTA
County of Hennepin

ACKNOWLEDGEMENT OF CORPORATE SURETY

The foregoing instrument was acknowledged before me
by Susan M. Van Prooyen
this 18th day of January, 2018.

Notary Signature

(Polly A. Carlson
Notary Public
State of Minnesota
My Commission Expires January 31, 2019

(Signed seal)
THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7224712

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the “Companies”), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Susan M. Van Prooyen

all the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of February 2016.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Susan M. Van Prooyen
Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of February 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company, which resolutions are now in full force and effect as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Corporation authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company’s Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned Assistant Secretary of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of January 2018.

By: Gregory W. Davenport, Assistant Secretary

[Seals and Signatures]
ACKNOWLEDGMENT BY SURETY

STATE OF MINNESOTA  
County of HENNEPIN  

ss.

On this 18th day of January, 2018, before me personally appeared SUSAN M. VAN PROOYEN, known to me to be the Attorney-in-Fact of Liberty Mutual Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Polly A. Carlson  
Notary Public in the State of MINNESOTA  
County of HENNEPIN
State of Minnesota    On this 18th day of January 2018
County of Hennepin before me appeared Corey L Haaland

to me personally known, who, being duly sworn, did say that he is the
SVP Treasurer

of Target Corporation, a corporation,
that the seal affixed to the foregoing instrument is the corporate seal of said corporation,

Target Corporation

and that said instrument was executed in behalf of said corporation by authority of its Board of Directors
and that said Vice President and Treasurer acknowledged said instrument to be the free act and deed

[Signature]

Notary Public  Hennepin County, Minnesota
My Commission Expires 1/31/2022

[Notary Seal]
TAP Series, LLC
Certificate Of Achievement

It is hereby certified that on January 16, 2018

yovanda diakoumis

having successfully completed the course of study

BASSET ALCOHOL TRAINING

was awarded this certificate of achievement.

This certificate is only valid for the person printed above.
This certificate expires three years from the date above.

George Roughan, President
TAP Series, LLC
info@tapseries.com To verify this certificate, go to tapseries.com/verify
(888) 856-5222

Rose Obetz PhD.

5A-1135096
February 23, 2018

City of Evanston
Theresa Whitting
Liquor Licensing
2100 Ridge Avenue
Evanston, IL 60201

Re: Application for Liquor License; Target Store T0927, 2209 Howard St, Evanston, IL 60202

Dear Theresa,

Enclosed is application and check for initial license fees for consideration of a Liquor License: Class F-Grocery, for our Target Store T0927.

Included in the packet is a listing of our Target Store locations in the City of Chicago that we currently hold liquor licenses in. Chicago refers to their liquor licenses as Packaged Good licenses which allows Target to sell full alcohol (beer, wine & spirits).

We recently opened a new small format store in the city of Skokie and were granted a liquor license. Skokie refers to their liquor licenses as Retail Liquor Dealer and that also allows Target to sell full alcohol (beer, wine & spirits).

With the submission of this application packet, we are anticipating being on the agenda in late March with the Liquor Control Review Board to request the approval and issuance of a liquor license.

I can be contacted directly at (612) 761-1015 if there are any questions or concerns regarding our application.

Thank you,

Carole Helmin
Sr. Business License Specialist
Target Corporation
33 South 6th St, CC-1028
Minneapolis, MN 55402
MEETING MINUTES

Liquor Control Review Board
Wednesday, April 4, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present: Mayor Stephen H. Hagerty (Local Liquor Control Commissioner); Marion Macbeth; Dick Peach

Members Absent: None

Staff Present: Mario Treto, Theresa Whittington

Others Present: James Pomerantz (Falcon Eddy's); Rob Spengler (Board & Brush); Yovanda Diakoumis (Target); Jessica Watson (Target); Michael Binstein (Binny's); Julia Burnham (Binny's); Richard Parenti

Presiding Member: Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:00 a.m.

NEW BUSINESS

Falcon Eddy's, LLC dba Falcon Eddy's Barbeque, 825 church Street
Jim Pomerantz (JP), owner, requested approval for issuance of a class D (restaurant/liquor) liquor license. JP is the current co-owner of Bat 17. Bat 17 has been open for 12 years. The new restaurant's cuisine is described as Texas barbeque. He would like to serve beer and wine to his customers. Mayor Hagerty stressed his zero tolerance for underage drinking. Mayor Hagerty reminded JP that a type 2 restaurant will not allow a restaurant to serve alcohol on a sidewalk café.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

Target Corporation, dba Target Store T0927, 2209 Howard Street
Yovanda Diakoumis (YD), store director, requested approval for issuance of a class F (Grocery Store/Liquor) liquor license. YD explained that Target on Howard has been in the community for quite some time. The lack of alcohol sales is the one thing that keeps Target from being a “one stop all inclusive” shop for its customers. She said that Target has lots of training programs in place regarding alcohol sales. Cashiers must be 21 years old to ring up sales and POS ID systems cannot be bypassed. She hopes that next year the store will get remodeled as a “next generation store” and that alcohol offerings will add to the reinvention. Mario Treto suggested the removal of the 500 foot rule from Class F be bifurcated and introduced as a separate ordinance. The 500 foot
rule in Class F prohibits issuing a Class F liquor license to an establishment within 500 feet of another class F business. Mayor Hagerty explained that our grocery stores are already out of compliance with the rule and that it makes sense to remove the rule from the city code. The liquor board had discussed the issue at the January meeting and agreed at that time that the 500 foot rule should be eliminated. Mayor Hagerty told YD that he takes underage drinking very seriously and stated further that he has been very pleased, that since his time as Mayor, no issues have come to his attention.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

SV Family Evanston, LLC dba Board & Brush Evanston, 802 Dempster
Rob Spengler (RS), co-owner, requested consideration for issuance of a class X (Arts and Craft studio/beer & wine) liquor license. RS is also co-owner of Little Beans Café. RS explained that he is a new franchisee in Board & Brush. There are currently 147 franchise locations and offers arts & craft classes that focus on making wooden boards and signs. He has a target opening date of April 20th. The franchise requires owners to offer beer and wine either as BYOB or as retail sale offering, with a preference for franchisees to be licensed. RS expressed appreciation to the City for working with them on the creation of a new liquor license class. Mayor Hagerty asked if there would be any power tools in use while patrons are drinking. RS stated customers will not be using power tools. There are hand held tools used at the beginning of class to distress the wood. Alcohol will not be served until after this initial step is complete. Customers are so busy with their hands that he does not anticipate people having more than 1-2 drinks a session. Mayor Hagerty expressed his zero tolerance for underage drinking and his expectation that alcohol will be served in accordance to the rules and laws in place.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

Binny’s Beverage Depot, 1111 Chicago Ave.
Michael Binstein (MB), owner, requested consideration for issuance of a class F-2 (Retail Liquor Dealer Gourmet Food Store) liquor license. May Hagerty provided an overview of the administrative and legislative history that led up to the creation of the new class F-2 liquor license class. Mayor Hagerty asked MB to elaborate on the gourmet food offerings of the store. MB responded that the license mandates food categories. MB said he will try to prioritize local vendors and producers for food. Binny’s is primarily a liquor store and food is an ancillary offering. Stores carrying food items customize the selection to the local community. MB stated that there will be some trial and error as Binny’s tries to pick food products that customers will respond to.

Sandeep Ghaey (SG) offered public comment on the request. SG stated that the issue brought previously to the board was that special considerations should not be made for a large company. He said he thinks it is discriminatory that he was denied a particular liquor license when he opened Vinic Wine while Binny’s gets a license created for it. SG goes on to state that there are provisions in the F-2 license class that smaller companies are not allowed to have such as container sizes. Mayor Hagerty stated that
he appreciated SG’s comments. Mayor Hagerty explained to SG that at the January meeting it was expressed that amendments would be made to other license classes to allow them the same container sizes as Binny’s has been afforded in the F-2 license class. SG also pointed out that the liquor sampling allowances are also different and would want the same treatment for that as well. Marion Macbeth stated the board takes individual cases as they come and that the board has created special amendments for other small companies. Mayor Hagerty directed the law department to work on the appropriate recommendations and amendments. Dick Peach agreed that amendments and allowances should be extended to other license holders.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

**ADJOURNMENT**

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 11:30 a.m. April 4, 2018.

Respectfully Submitted,

Theresa Whittington
Liquor Licensing Manager, Legal Department
Memorandum

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

From: Mario Treto, Jr., Assistant City Attorney
      Theresa Whittington, Liquor Licensing Manager/Legal Analyst

Subject: Ordinance 53-O-18, Increasing the Number of Class F-2 Liquor Licenses for Gold Standard Enterprises, Inc., d/b/a Binny’s Beverage Depot, 1111 Chicago Ave.

Date: April 23, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 53-O-18, amending Evanston City Code Subsection 3-4-6-(F-2) to increase the number of Class F-2 Liquor Licenses from zero (0) to one (1) and permit issuance of a Class F-2 license to Gold Standard Enterprises, Inc., d/b/a Binny’s Beverage Depot located at 1111 Chicago Avenue. Ordinance 53-O-18 was introduced at the April 23, 2018 City Council meeting.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 53-O-18 will permit Gold Standard Enterprises, Inc., d/b/a Binny’s Beverage Depot (“Company”) to retail sale of alcoholic liquor in Retail Liquor Dealer/Gourmet Food and Amenity Store only to persons of at least twenty-one (21) years of age for consumption off the premises and for tasting/sampling on the premises. Company representative Walter Fornek submitted application materials.

Legislative History:
At the April 4, 2018 Liquor Control Review Board meeting, Company requested consideration of application for a Class F-2 liquor license.

Attachments:
Ordinance 53-O-18
Application
Minutes of the April 4, 2018 Liquor Control Review Board meeting
AN ORDINANCE

Amending City Code Section 3-4-6 (F-2) to Increase the Number of Class F-2 Liquor Licenses from Zero to One
(Gold Standard Enterprises, Inc., dba Binny's Beverage Depot, 1111 Chicago Ave.)

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

SECTION 1: Class F-2 Table 1 of Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised to add the following:

| F-2 | Retail Liquor Dealer/Gourmet Food and Amenity Store | Liquor | $45,000 | $15,000 | 0 | None | 8 a.m. — 12 a.m. (Mon-Sun) |

SECTION 2: Subsection 3-4-6 (F-2) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class F-2 liquor licenses from zero (0) to one (1) to read as follows:

(F-2) CLASS F-2 licenses, which authorizes the retail sale of packaged alcoholic liquor for consumption off premises and on the premises to persons of at least twenty-one (21) years of age. Class F-2 licenses are subject to the following conditions and limitations for the sale of alcohol, in original packages, unopened only:

1. It is unlawful for a Class F-2 licensee to sell a single container of beer for consumption off premises unless the volume of the container is greater than forty (40) fluid ounces or 1.18 liters, or, a single container of craft beer for consumption off premises unless the volume of the container is greater than ten (10) ounces or 0.296 liters. It is unlawful for a licensee to bundle, tape, package, or otherwise manipulate single containers of beer for sale as a set. Any such manipulation of packaging is a violation of this Subsection. Nothing in this Subsection is construed as prohibiting the sale of packages containing six (6) single containers of beer, including such packages consisting of various single containers of beer chosen by the consumer.
2. It is unlawful for a Class F-2 licensee to sell a single container of wine for consumption off premises unless the container is greater than 6.32 fluid ounces or 0.187 liters.
3. It is unlawful for a Class F-2 licensee to sell a single container of alcoholic liquor for consumption off premises, except beer and wine which are regulated by Subsections (F-2)(1) and (F-2)(2) of this Section, unless the container is greater than 1.69 fluid ounces or 0.050 liters.
4. The sale of alcoholic liquor at retail for off-site consumption pursuant to the Class F-2 license may begin after 8:00 a.m., Monday through Sunday. Alcoholic liquor for off-site consumption cannot be sold after the hour of 12:00 midnight on any day.
5. A Class F-2 licensee must provide a minimum of twenty thousand (20,000) square feet for the retail sale of wine, spirits, and beer. The gross floor area must include premises within the exterior walls, but does not include any outdoor patio, parking, storage or display areas. The gross floor area includes space for retail sale of gourmet food and amenities.
6. A Class F-2 licensee must offer for sale some or all of the following: fine cheeses, deli and gourmet food products, related accessories, baked goods or cereal grains, charcuterie, canned, refrigerated or frozen prepared food products, books and magazines, or dry goods such as stemware or glasses.
7. Alcoholic liquor sold in original packages and intended for consumption off the premises cannot be opened or consumed on the premises.

The sale of alcoholic liquor is permitted for tasting/sampling on the premises subject to the following conditions:

8. Licensees who offer servings of alcoholic liquor for on-site tasting/sampling must provide food service such as cheese, crackers, snack food, or other similar deli-style items to customers who are tasting/sampling alcoholic liquor.
9. Wine tasting is permitted only during authorized hours of business. Licensees must not provide more than three (3) free samples, each of which must not exceed one (1) fluid ounce, to any person in a day. Licensees may sell wine samples, but the volume of any wine sample sold must not exceed six (6) fluid ounces and the total volume of all samples sold to a person in a day must not exceed twelve (12) fluid ounces. Licensees must not provide and/or sell more than a total of fifteen (15) fluid ounces of wine samples to any person in a day.
10. Beer tasting of only the beers permitted to be sold under this classification for consumption off-premises is permitted only during authorized hours of business. Licensees must not provide more than three (3) free samples, each of which must not exceed two (2) fluid ounces, to any person in a day. Licensees may sell beer samples, but the volume of any beer sample sold must not exceed twelve (12) fluid ounces and the total volume of all samples sold to a person in a day must not exceed twenty-four (24) fluid
ounces. Licensees must not provide and/or sell more than a total of thirty (30) fluid ounces of beer samples to any person in a day.

11. Alcoholic spirit tasting is permitted only during authorized hours of business. Licensees must not provide more than three (3) free samples, each of which must not exceed one quarter (0.25) fluid ounce, to any person in a day. Licensees may sell alcoholic spirit samples, but the volume of any alcoholic spirit sample sold must not exceed one (1) fluid ounces and the total volume of all samples sold to a person in a day must not exceed two (2) fluid ounces. Licensees must not provide and/or sell more than a total of two and seventy-five hundredths (2.75) fluid ounces of alcoholic spirit samples to any person in a day.

12. Under no circumstance is the consumption of alcoholic liquor allowed in an outdoor patio or sidewalk cafe.

13. The sampling of alcoholic liquor is adjunct to the operation of a retail liquor dealer/gourmet food and amenity store, and the premises cannot be advertised or otherwise held out to be a drinking establishment.

14. Under no circumstance can the sale of alcoholic liquor take place outside of the normal business hours of the retail liquor store.

15. Class F-2 licensees must have at least one (1) BASSET-certified site manager on-premises whenever alcoholic liquor is available for on-site tasting/sampling. All persons who sell, open, pour, dispense or serve alcoholic liquor must be BASSET certified and/or supervised. Class F-2 licensees must provide food service whenever alcoholic liquor is available for on-site tasting/sampling. The licensee is strictly liable for complying with all provisions regarding food service. Alcoholic liquor for retail sale for on-site tasting/sampling must be sold and dispensed only in plastic containers provided by the license, and must not be removed from the licensed premises. No alcoholic liquor will be brought onto the licensed premises or consumed on the licensed premises other than the alcoholic liquor sold at retail.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election must be made at the time of application.

The annual single payment fee for initial issuance of such license is forty five thousand dollars ($45,000.00). The annual single payment fee for renewal of such license is fifteen thousand dollars ($15,000.00).

No more than zero (0) one (1) such license(s) will be in force at any one (1) time.

SECTION 3: Any prospective applicant for a Class F-2 license must prioritize hiring Evanston residents for employment at the licensed premises, and, prioritize the retail sale of local Evanston artisan food and liquor products at the licensed
premises.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

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

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

Introduced:  
Approved:

Adopted: ________________, 2018 __________________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:  
Approved as to form:

_______________________________  
Michelle L. Masoncup, Interim Corporation Counsel

Devon Reid, City Clerk
# City of Evanston Annual Liquor License Application

## Application for Liquor License

<table>
<thead>
<tr>
<th>Date:</th>
<th>New business</th>
<th>Change of Ownership/Corporation</th>
<th>Change of License Class</th>
<th>Liquor Class: F-2</th>
<th>Initial license Fee: $45,000</th>
</tr>
</thead>
</table>

### 1. APPLICANT

<table>
<thead>
<tr>
<th>Corporation name: Gold Standard Enterprises, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business name: Binny's Beverage Depot</td>
</tr>
</tbody>
</table>

#### 2. BUSINESS ESTABLISHMENT LOCATION INFORMATION

<table>
<thead>
<tr>
<th>Address applying for liquor license (exact street address): 1111 Chicago Avenue</th>
<th>Evanston</th>
<th>Zip code: 60202</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan): Attached</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Is the business required to be located within the &quot;Retail Package Store Area&quot;?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If yes, is it located within the &quot;Retail Package Store Area&quot;?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

### 3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION

<table>
<thead>
<tr>
<th>Business type: Restaurant</th>
<th>Hotel</th>
<th>Package Store</th>
<th>Grocery Store</th>
<th>BrewPub</th>
</tr>
</thead>
<tbody>
<tr>
<td>Craft Distillery</td>
<td>Craft Brewery</td>
<td>Craft Winery</td>
<td>Other (explain): F-2</td>
<td></td>
</tr>
</tbody>
</table>

Describe the nature of the business / kind of business: Retail Liquor Dealer/Gourmet Food/Amenity Store

<table>
<thead>
<tr>
<th>Liquor to be served and/or sold: Alcoholic liquor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beer &amp; Wine only</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Days and times liquor is served:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday 9 to 9</td>
</tr>
<tr>
<td>Thursday 9 to 9</td>
</tr>
</tbody>
</table>

Liquor will served or sold by:
City of Evanston annual Liquor License Application

### 4. BUSINESS SPECIFIC INFORMATION (for restaurants)

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant?</th>
<th>yes</th>
<th>no</th>
</tr>
</thead>
<tbody>
<tr>
<td>If your response is “No,” skip this section and proceed to section 5.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served? | yes | no |
| C. Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food? | yes | no |
| D. How many tables are or will be in the restaurant? What is the seating capacity? | yes | no |
| E. Is there an existing or proposed menu? If your response is “no”, please create a proposed menu before applying. If your response is “Yes,” please attach the menu. | yes | no |
| F. Does the restaurant currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? | yes | no |

### 5. BUSINESS SPECIFIC INFORMATION (for hotels)

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?</th>
<th>yes</th>
<th>no</th>
</tr>
</thead>
<tbody>
<tr>
<td>If your response is “No,” skip this section and proceed to section 6.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served? | yes | no |
| C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food? | yes | no |
| D. Does the hotel have at least 50 regular rooms for transients? | yes | no |
| E. Does the hotel currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? | yes | no |

### 6. BUSINESS SPECIFIC INFORMATION (for package stores)

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell liquor upon the premises of a package store?</th>
<th>yes</th>
<th>no</th>
</tr>
</thead>
<tbody>
<tr>
<td>If your response is “No,” skip this section and proceed to section 7.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| B. Is the package store premises located in the “retail package store area” as defined by the attached map? | yes | no |
| C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises? | yes | no |
| D. Has the applicant reviewed the Liquor Code definition of a “package store”? | yes | no |

### 7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store? If your response is “No,” skip this section and proceed to section 8.</th>
<th>yes</th>
<th>no</th>
</tr>
</thead>
</table>

| B. Does the grocery store premises consist of a grocery store and combination store under one roof? | yes | no |
| C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximately how many square feet are provided? sq.ft. | yes | no |
| D. Does the grocery store currently hold or has applied for a City of Evanston food license? | yes | no |
If your response is "Yes," what is the expected issue date?

### 8. BUSINESS SPECIFIC INFORMATION (BrewPub)

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and liquor upon the premises of a BrewPub? If your response is &quot;No,&quot; skip this section and proceed to section 9.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ yes ☒ no</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Does the brewpub premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ yes ☐ no</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Does the brewpub provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ yes ☐ no</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D. How many tables are or will be in the brewpub? ______ What is the seating capacity? ______</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E. Is there an existing or proposed menu? If your response is &quot;no&quot;, please create a proposed menu before applying. If your response is &quot;Yes,&quot; please attach the menu.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ yes ☐ no</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F. Does the brewpub currently hold or has applied for a City of Evanston food license?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ yes ☐ no</td>
</tr>
</tbody>
</table>

If your response is "Yes," what is the expected issue date? ______

If "no" provide date when you will apply: ______

### 9. BUSINESS SPECIFIC INFORMATION (Craft Distillery)

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and liquor upon the premises of a Craft Distillery? If your response is &quot;No,&quot; skip this section and proceed to section 10.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒ yes ☐ no</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Does the craft distiller possess a valid craft distiller license from the State of Illinois? If &quot;No&quot;, Please provide date you intend to obtain you license: ______</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ yes ☐ no</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Does the craft distiller intend to have a tasting room?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ yes ☐ no</td>
</tr>
</tbody>
</table>

If "Yes", What is the seating capacity? ______

<table>
<thead>
<tr>
<th>D. Has the applicant reviewed the Liquor Code definition and class description of a &quot;craft distiller&quot;?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ yes ☐ no</td>
</tr>
</tbody>
</table>

### 10. BUSINESS SPECIFIC INFORMATION (Craft Brewery)

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and liquor upon the premises of a Craft Brewery? If your response is &quot;No,&quot; skip this section and proceed to section 11.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ yes ☒ no</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Does the craft brewery possess a valid craft distiller license from the State of Illinois? If &quot;No&quot;, Please provide date you intend to obtain you license: ______</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ yes ☐ no</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Does the craft brewery intend to have a tasting room?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ yes ☐ no</td>
</tr>
</tbody>
</table>

If "Yes", What is the seating capacity? ______

<table>
<thead>
<tr>
<th>D. Does the craft brewery intend to offer retail sale of beer for on site consumption? If &quot;Yes&quot; you must offer food service. Please upload a proposed menu.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ yes ☐ no</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E. Is there an existing or proposed menu? If your response is &quot;Yes,&quot; please attach the menu.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ yes ☐ no</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F. Does the craft brewery currently hold or has applied for a City of Evanston food license?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ yes ☐ no</td>
</tr>
</tbody>
</table>

If your response is "Yes," what is the expected issue date? ______

<table>
<thead>
<tr>
<th>G. Has the applicant reviewed the Liquor Code definition and class description of a &quot;craft brewery&quot;?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ yes ☐ no</td>
</tr>
</tbody>
</table>
### 11. BUSINESS SPECIFIC INFORMATION (Craft Winery)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A.</strong> Does the applicant seek to sell and liquor upon the premises of a Craft Winery? If your response is “No,” skip this section and proceed to section 12.</td>
<td>☐ yes</td>
<td>☒ no</td>
</tr>
<tr>
<td><strong>B.</strong> Does the craft winery possess a valid craft distiller license from the State of Illinois? If “No”, Please provide date you intend to obtain you license:</td>
<td>☐ yes</td>
<td>☒ no</td>
</tr>
<tr>
<td><strong>C.</strong> Does the craft winery intend to have a tasting room? If “Yes”, What is the seating capacity?</td>
<td>☐ yes</td>
<td>☒ no</td>
</tr>
<tr>
<td><strong>D.</strong> Does the craft winery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.</td>
<td>☐ yes</td>
<td>☒ no</td>
</tr>
<tr>
<td><strong>E.</strong> Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td>☐ yes</td>
<td>☒ no</td>
</tr>
<tr>
<td><strong>F.</strong> Does the craft winery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date?</td>
<td>☐ yes</td>
<td>☒ no</td>
</tr>
<tr>
<td><strong>G.</strong> Has the applicant reviewed the Liquor Code definition and class description of a “craft winery”?</td>
<td>☐ yes</td>
<td>☒ no</td>
</tr>
</tbody>
</table>

### 12. PREMISES OWNERSHIP INFORMATION

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A.</strong> Does the corporation own the premises for which this liquor license is being sought? If your response is “Yes,” attach a copy of ownership and proceed to section 13.</td>
<td>☐ yes</td>
<td>☒ no</td>
</tr>
<tr>
<td><strong>B.</strong> Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought?</td>
<td>☒ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td><strong>C.</strong> What is the period covered by the lease? 2018 to 2049</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>D.</strong> What is the name of the Landlord? CLPF-KSA Grocery Portfolio Evanston WF, LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>E.</strong> What is the address of the Landlord? (please include city, state, and zip code.) 230 Park Ave, New York, NY 10169</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 13. ELIGIBILITY QUESTIONS

<table>
<thead>
<tr>
<th>A. Has the owner or any relative had a business or liquor license revoked?</th>
<th>□ yes  □ no</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston?</td>
<td>□ yes  □ no</td>
</tr>
<tr>
<td>C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business?</td>
<td>□ yes  □ no</td>
</tr>
<tr>
<td>D. Does the owner/officer(s) owe any debt or unpaid tax to the City of Evanston?</td>
<td>□ yes  □ no</td>
</tr>
<tr>
<td>If yes, explain:</td>
<td></td>
</tr>
<tr>
<td>E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below.</td>
<td>□ yes  □ no</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>name</th>
<th>address</th>
<th>telephone</th>
<th>relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walter Fornek</td>
<td>6645 Wedgewood Ln Willowbrook, Il</td>
<td>630-464-6027</td>
<td>President</td>
</tr>
</tbody>
</table>
I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

[Signature of Applicant]

[Date] 3-23-2018
City of Evanston
Liquor License Application

AFFIDAVIT

State of )
County of ) SS

The undersigned hereby makes application for a Class ___F-2___ liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

____________________________
Signature of Applicant

____________________________
Signature of Applicant

Subscribed and sworn to before me this 23rd day of March, 2018.

____________________________
Notary Public

[Seal]

OFFICIAL SEAL
STEPHEN E. RYD
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 26, 2019
**CORPORATE INFORMATION FORM**
(Supplement A)

**Applicants must file business with Secretary of State:**

<table>
<thead>
<tr>
<th>Name of Corporation/Partnership:</th>
<th>Gold Standard Enterprises, Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Address:</td>
<td>8935 N Milwaukee Ave, Niles, IL 60714</td>
</tr>
<tr>
<td>Corporate Ph #:</td>
<td>847-581-3100</td>
</tr>
<tr>
<td>Corporate Email:</td>
<td>walt@binny's.com</td>
</tr>
<tr>
<td>FEIN:</td>
<td>REDACTED</td>
</tr>
</tbody>
</table>

**Business Status:**

| Date Corporation/Partnership was Organized: | 04/30/1949 |
| State Articles of Incorporation/Organization filed: | IL |
| Date Articles of Incorporation/Organization filed with Secretary of State: | 04/30/1949 |
| Date Certification of Incorporation/Organization was Issued by Secretary of State: | 04/30/1949 |
| Are there any amendments to Articles of Incorporation? (if yes, provide date filed) | Yes |

**What are the total shares of stock created by this Corporation?** 1000

**H. List stockholders with 5% or more in holdings** (corporations with a long list, attach copy of list):

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Binstein</td>
<td>100</td>
</tr>
</tbody>
</table>

Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors? | Yes |

Has the Corporation attached evidence of Good Standing with the State of Illinois? | Yes |

Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization? | Yes |

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date: None

What is the objective of Corporation? | Attached |

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation? | Yes |
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

GOLD STANDARD ENTERPRISES, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 30, 1949, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 20TH day of MARCH A.D. 2018.

Jesse White
SECRETARY OF STATE

Authentication #: 1807903418 verifiable until 03/20/2019
Authenticate at: http://www.cyberdriveillinois.com
State of Illinois  
Domestic/Foreign Corporation Annual Report

Year: 2018 
Corporation File No: 31292620 
Filed: March 13, 2018 
Jesse White, Secretary of State

Corporate Name: GOLD STANDARD ENTERPRISES, INC.
Registered Agent: STEPHEN E RYDO
Registered Office: 1900 SPRING ROAD SUITE 216
City, IL, Zip Code, County: OAK BROOK, IL 60523 DU PAGE

Principal address of Corporation: 5100 WEST DEMPSTER 
SKOKIE, IL 60077

State or Country of Incorporation: ILLINOIS 
Date Incorporated/Qualified: 04-30-1949

The names and addresses of ALL officers & directors MUST be listed here:

<table>
<thead>
<tr>
<th>Officers</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Name &amp; Address</td>
</tr>
<tr>
<td>PRESIDENT</td>
<td>WALTER FORNEK 5100 W DEMPSTER ST SKOKIE 60077</td>
</tr>
<tr>
<td>SECRETARY</td>
<td>MICHAEL BINSTEIN SAME</td>
</tr>
<tr>
<td>CHAIRMAN/CEO</td>
<td>MICHAEL BINSTEIN 5100 WEST DEMPSTER ST SKOKIE, IL 60077</td>
</tr>
</tbody>
</table>

If 51% or more of the stock is owned by a minority or female, please check the appropriate box: 
☐ Minority  ☐ Female  ☐ Both

Number of shares authorized and issued as of: 1-31-2018

<table>
<thead>
<tr>
<th>Class</th>
<th>Series</th>
<th>Par Value</th>
<th>Number Authorized</th>
<th>Number Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMON VOTING</td>
<td>0.00000</td>
<td>100</td>
<td>100.000</td>
<td></td>
</tr>
<tr>
<td>COMMON NON-VOTING</td>
<td>0.00000</td>
<td>900</td>
<td>400.000</td>
<td></td>
</tr>
</tbody>
</table>

The amount of paid-in-capital as of: 1-31-2018 is: $163,100

All property owned by the corporation is located in Illinois and all business transacted by the corporation is in Illinois.

Under the penalty of perjury and as an authorized officer, I declare that this annual report, pursuant to provisions of the Business Corporation Act, has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

By: WALTER FORNEK  
Authorized Officer

President: March 13, 2018

Fee Summary:
Franchise Tax: $163.10
Filing Fee: $75.00
Penalty: $9.00
Interest: $0.00
Total Fee: $238.10

This document was electronically generated at www.cyberdriveillinois.com
<table>
<thead>
<tr>
<th>Title</th>
<th>Name &amp; Address</th>
<th>Address</th>
<th>City, IL</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>TREASURER</td>
<td>WALTER FORNEK</td>
<td>5100 WEST DEMPSTER</td>
<td>SKOKIE, IL 60077</td>
<td></td>
</tr>
<tr>
<td>VP</td>
<td>BRADLEY STEIN</td>
<td>5100 WEST DEMPSTER ST</td>
<td>SKOKIE, IL 60077</td>
<td></td>
</tr>
<tr>
<td>DIRECTOR</td>
<td>MICHAEL BINSTEIN</td>
<td>5100 WEST DEMPSTER ST</td>
<td>SKOKIE, IL 60077</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT TO SUPPLEMENT A
CITY OF EVANSTON LIQUOR
LICENSE APPLICATION FOR
GOLD STANDARD ENTERPRISES, INC.
d/b/a BINNY'S BEVERAGE DEPOT

I. Dates of Amendments to Articles of Incorporation
   a. September 11, 1974
   b. July 25, 1995
   c. May 2, 1996
   d. June 5, 1996
   e. July 31, 1996
   f. February 1, 1999
   g. November 1, 2001
   h. September 26, 2003
   i. October 20, 2009

II. Organization Chart/Officers

<table>
<thead>
<tr>
<th>Office</th>
<th>Name</th>
<th>Percent of Stock Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEO/Secretary</td>
<td>Michael Binnie</td>
<td>100%</td>
</tr>
<tr>
<td>President</td>
<td>Walter Fornek</td>
<td>0%</td>
</tr>
<tr>
<td>Vice President</td>
<td>Bradley Stein</td>
<td>0%</td>
</tr>
<tr>
<td>Treasurer</td>
<td>Walter Fornek</td>
<td>0%</td>
</tr>
</tbody>
</table>
ARTICLE FOUR

The purpose or purposes for which the corporation is organized are:

To buy and sell both retail and wholesale all foods, groceries, liquor, and associated items. To carry on a retail grocery, fruit, vegetable, and liquor business. To buy and sell all articles connected with the aforesaid business.
<table>
<thead>
<tr>
<th>CODE</th>
<th>STORE</th>
<th>Address</th>
<th>Miscellaneous Information</th>
<th>LICENSE TYPE</th>
<th>LICENSE NUMBER</th>
<th>EXPIRES ON DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Skokie</td>
<td>5100 W. Dempster</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0027560</td>
<td>09/30/18</td>
</tr>
<tr>
<td>2</td>
<td>Wheeling</td>
<td>1550 E Lake Cook Rd</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-1133065</td>
<td>06/18/17</td>
</tr>
<tr>
<td>3</td>
<td>Des Plains</td>
<td>767 W. Golf</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0033783</td>
<td>05/31/18</td>
</tr>
<tr>
<td>4</td>
<td>Orland Park</td>
<td>103A Orland Park Place</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0064261</td>
<td>06/30/18</td>
</tr>
<tr>
<td>5</td>
<td>Elmwood Park</td>
<td>7320 W. North Avenue</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0027708</td>
<td>04/30/18</td>
</tr>
<tr>
<td>6</td>
<td>Willowbrook</td>
<td>6920 Kinyan Hwy</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0059948</td>
<td>11/20/18</td>
</tr>
<tr>
<td>7</td>
<td>Hyde Park 47th</td>
<td>2440 E 47th St.</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0028190</td>
<td>10/31/18</td>
</tr>
<tr>
<td>8</td>
<td>Highland Park</td>
<td>153 Skokie Valley Hwy</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0028418</td>
<td>11/30/18</td>
</tr>
<tr>
<td>9</td>
<td>Glencoe</td>
<td>85 N. Green Bay Rd</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0029689</td>
<td>02/28/18</td>
</tr>
<tr>
<td>10</td>
<td>River Grove</td>
<td>1212 Thatcher Ridge</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0029742</td>
<td>04/30/18</td>
</tr>
<tr>
<td>11</td>
<td>Lakeview</td>
<td>3000 N. Clark</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0029153</td>
<td>04/30/18</td>
</tr>
<tr>
<td>12</td>
<td>Algonquin</td>
<td>944 S. Rand Road</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0067311</td>
<td>03/31/18</td>
</tr>
<tr>
<td>13</td>
<td>Montgomery</td>
<td>1150 Ogden Ave</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-1131761</td>
<td>08/31/18</td>
</tr>
<tr>
<td>14</td>
<td>McHenry</td>
<td>4610 W. 6th St.</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0029362</td>
<td>06/30/18</td>
</tr>
<tr>
<td>15</td>
<td>Naperville</td>
<td>790 Royal St. George</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0029459</td>
<td>05/31/18</td>
</tr>
<tr>
<td>16</td>
<td>Grand</td>
<td>213 W. Grand Ave.</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0037222</td>
<td>12/31/18</td>
</tr>
<tr>
<td>17</td>
<td>Schaumburg</td>
<td>123 W. Golf</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0030072</td>
<td>04/30/18</td>
</tr>
<tr>
<td>18</td>
<td>Niles</td>
<td>8935 N. Milwaukee</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0044599</td>
<td>09/30/18</td>
</tr>
<tr>
<td>19</td>
<td>St. Charles</td>
<td>1650 Lincolnway Hwy</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-0072612</td>
<td>04/30/18</td>
</tr>
<tr>
<td>20</td>
<td>Lake Zurich</td>
<td>873 S. Rand Rd.</td>
<td>State Liquor License-Retailer</td>
<td>State</td>
<td>IA-3062343</td>
<td>01/31/18</td>
</tr>
<tr>
<td>21</td>
<td>Glen Ellyn</td>
<td>770 Rosseau Rd.</td>
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**CERTIFICATE OF LIABILITY INSURANCE**

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

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

**PRODUCER**
Willis of Illinois, Inc.  
c/o 26 Century Blvd  
P.O. Box 305191  
Nashville, TN 372305191 USA

**CONTACT**

- **NAME:**  
- **PHONE:** (A/C, No):  
- **FAX:** (A/C, No):  
- **ADDRESS:** certificates@willis.com  
- **INSURER(S) AFFORDING COVERAGE:**  
- **NAIC #:**  

**INSURED**
Gold Standard Enterprises, Inc.  
8935 W. Milwaukee Ave.  
Niles, IL 60714

**CERTIFICATE NUMBER:** W5583032  
**REVISION NUMBER:**

**COVERAGES**

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**AUTOMOBILE LIABILITY**

- **ANY AUTO**  
- **OWNED AUTOS ONLY**  
- **HIRED AUTOS ONLY**  
- **SCHEDULED AUTOS**  
- **NON-OWNED AUTOS ONLY**

**UMBRELLA LIAB**

- **EXCESS LIAB**  
- **PER OCCUR**  
- **CLAIMS-MADE**

**DED RETENTION**

**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

- **ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?** Y/N  
- **Mandatory in NH** N/A

If yes, describe under DESCRIPTION OF OPERATIONS below

**Liquor Liability**

- **Y**

- **TOC-291-506697-097**

- **08/01/2017**  
- **08/01/2018**

- **Each Common Cause Aggregate**

$1,000,000  
$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

This Voids and Replaces Previously Issued Certificate Dated 03/21/2018 WITH ID: W5542624.

Location: Binny's Beverage Depot, 1111 Chicago Ave, Evanston, IL 60202.

City of Evanston is an Additional Insured with respect to General Liability and Liquor Liability pursuant to the City of Evanston code section 3-4-4.

**CERTIFICATE HOLDER**
City of Evanston  
2100 Ridge Ave  
Evanston, IL 60201

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Andrew Parce

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City of Evanston Annual Liquor License Application

CITY OF EVANSTON
Cook County, Illinois

CORPORATE SURETY BOND
(Supplement B)

Effective Date: March 21st, 2018
Surety Bond #: 63575307

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, Gold Standard Enterprises, Inc.,

of the City of Evanston, County of Cook, and State of Illinois, a corporation organized and existing under the laws of the State of Illinois, as Principal and

WESTERN SURETY COMPANY, organized and existing under the law of the State of South Dakota, and licensed to do business in the City of Evanston, County of Cook, and State of Illinois, hereinafter called the sureties, are held and firmly bound unto the City of Evanston, a municipal corporation, in the sum of TWENTY-FIVE HUNDRED AND NO/100 DOLLARS, for the payment whereof to the City of Evanston, the principal and said sureties bind themselves, their heirs, executors, administrators, and assigns jointly and severally firmly by these presents. Signed, sealed, and dated this 21st DAY OF March, 2018.

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control Commissioner of the City of Evanston under the provision of the Title 3, Chapter 4, relating to the Sale of Alcoholic Liquor, of the Municipal Code of the City of Evanston, recodified January 2014, and amendments thereto, which license will expire on the 31st DAY OF December, 2018.

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall comply with all the provisions of Title 3, Chapter 4, of the Municipal Code of the City of Evanston hereinafore described, and any and all other ordinances of the City of Evanston relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance; and if said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or which may hereafter be in force in the City of Evanston affecting the operation of said business, then this obligation shall be void; otherwise it shall remain in full force and effect.
City of Evanston annual Liquor License Application

PRINCIPAL

Signed, sealed, and dated this 21st DAY OF March, 2018.

By: Walter J. Friedman
Title: President
State of Illinois
County of Cook

SPECIAL

Signed, sealed, and dated this 21st DAY OF March, 2018.

By: Paul T. Bruflat
Title: Vice President
State of South Dakota
County of Minnehaha

SURETIES

Signed, sealed, and dated this 21st DAY OF March, 2018.

By: Paul T. Bruflat
Title: Vice President
State of South Dakota
County of Minnehaha

ACKNOWLEDGEMENT OF CORPORATE SURETY

The foregoing instrument was acknowledged before me by Paul T. Bruflat
this 21st day of March, 2018.

J. Mohr
Notary Signature

My Commission Expires June 23, 2021
Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:


Paul T. Brufat of Sioux Falls

State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Liquor City of Evanston

bond with bond number 63575307

for Gold Standard Enterprises, Inc.
as Principal in the penalty amount not to exceed: $ 2,500.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-In-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 21st day of March, 2018.

ATTEST

L. Nelson, Assistant Secretary

By

Paul T. Brufat, Vice President

WESTERN SURETY COMPANY

STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

On this 21st day of March, 2018, before me, a Notary Public, personally appeared

Paul T. Brufat

and

L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President

and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. MOHR

My Commission Expires June 23, 2021

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.
This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.

Sincerely,

Adam F. Chafetz
HCI President

ID#: 4535352 Name: MICHAEL BINSTEIN
Exam Date: 5/18/2017 Expiration Date: 5/18/2020

TIPS Off Premise
Issued: 5/25/2017
ID#: 4535352

MICHAEL BINSTEIN
8935 N Milwaukee Ave
Niles, IL 60714-1736

BASSET
TIPS Trainer: Amy Boeckholt Wilt, 31812

CERTIFIED
Expires: 5/18/2020

374 of 629
MEETING MINUTES

Liquor Control Review Board
Wednesday, April 4, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present:  Mayor Stephen H. Hagerty (Local Liquor Control Commissioner); Marion Macbeth; Dick Peach

Members Absent:  None

Staff Present:  Mario Treto, Theresa Whittington

Others Present:  James Pomerantz (Falcon Eddy's); Rob Spengler (Board & Brush); Yovanda Diakoumis (Target); Jessica Watson (Target); Michael Binstein (Binny’s); Julia Burnham (Binny’s); Richard Parenti

Presiding Member:  Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:00 a.m.

NEW BUSINESS

Falcon Eddy's, LLC dba Falcon Eddy's Barbeque, 825 church Street
Jim Pomerantz (JP), owner, requested approval for issuance of a class D (restaurant/liquor) liquor license. JP is the current co-owner of Bat 17. Bat 17 has been open for 12 years. The new restaurants cuisine is described as Texas barbeque. He would like to serve beer and wine to his customers. Mayor Hagerty stressed his zero tolerance for underage drinking. Mayor Hagerty reminded JP that a type 2 restaurant will not allow a restaurant to serve alcohol on a sidewalk café’.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

Target Corporation, dba Target Store T0927, 2209 Howard Street
Yovanda Diakoumis (YD), store director, requested approval for issuance of a class F (Grocery Store/Liquor) liquor license. YD explained that Target on Howard has been in the community for quite some time. The lack of alcohol sales is the one thing that keeps Target from being a “one stop all inclusive” shop for its customers. She said that Target has lots of training programs in place regarding alcohol sales. Cashiers must be 21 years old to ring up sales and POS ID systems cannot be bypassed. She hopes that next year the store will get remodeled as a “next generation store” and that alcohol offerings will add to the reinvention. Mario Treto suggested the removal of the 500 foot rule from Class F be bifurcated and introduced as a separate ordinance. The 500 foot
rule in Class F prohibits issuing a Class F liquor license to an establishment within 500 feet of another class F business. Mayor Hagerty explained that our grocery stores are already out of compliance with the rule and that it makes sense to remove the rule from the city code. The liquor board had discussed the issue at the January meeting and agreed at that time that the 500 foot rule should be eliminated. Mayor Hagerty told YD that he takes underage drinking very seriously and stated further that he has been very pleased, that since his time as Mayor, no issues have come to his attention.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

**SV Family Evanston, LLC dba Board & Brush Evanston, 802 Dempster**

Rob Spengler (RS), co-owner, requested consideration for issuance of a class X (Arts and Craft studio/beer & wine) liquor license. RS is also co-owner of Little Beans Café. RS explained that he is a new franchisee in Board & Brush. There are currently 147 franchise locations and offers arts & craft classes that focus on making wooden boards and signs. He has a target opening date of April 20th. The franchise requires owners to offer beer and wine either as BYOB or as retail sale offering, with a preference for franchisees to be licensed. RS expressed appreciation to the City for working with them on the creation of a new liquor license class. Mayor Hagerty asked if there would be any power tools in use while patrons are drinking. RS stated customers will not be using power tools. There are hand held tools used at the beginning of class to distress the wood. Alcohol will not be served until after this initial step is complete. Customers are so busy with their hands that he does not anticipate people having more than 1-2 drinks a session. Mayor Hagerty expressed his zero tolerance for underage drinking and his expectation that alcohol will be served in accordance to the rules and laws in place.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

**Binny’s Beverage Depot, 1111 Chicago Ave.**

Michael Binstein (MB), owner, requested consideration for issuance of a class F-2 (Retail Liquor Dealer Gourmet Food Store) liquor license. Mayor Hagerty provided an overview of the administrative and legislative history that led up to the creation of the new class F-2 liquor license class. Mayor Hagerty asked MB to elaborate on the gourmet food offerings of the store. MB responded that the license mandates food categories. MB said he will try to prioritize local vendors and producers for food. Binny’s is primarily a liquor store and food is an ancillary offering. Stores carrying food items customize the selection to the local community. MB stated that there will be some trial and error as Binny’s tries to pick food products that customers will respond to.

Sandeep Ghaey (SG) offered public comment on the request. SG stated that the issue brought previously to the board was that special considerations should not be made for a large company. He said he thinks it is discriminatory that he was denied a particular liquor license when he opened Vinic Wine while Binny’s gets a license created for it. SG goes on to state that there are provisions in the F-2 license class that smaller companies are not allowed to have such as container sizes. Mayor Hagerty stated that
he appreciated SG’s comments. Mayor Hagerty explained to SG that at the January meeting it was expressed that amendments would be made to other license classes to allow them the same container sizes as Binny’s has been afforded in the F-2 license class. SG also pointed out that the liquor sampling allowances are also different and would want the same treatment for that as well. Marion Macbeth stated the board takes individual cases as they come and that the board has created special amendments for other small companies. Mayor Hagerty directed the law department to work on the appropriate recommendations and amendments. Dick Peach agreed that amendments and allowances should be extended to other license holders.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on April 23, 2018.

**ADJOURNMENT**

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 11:30 a.m. April 4, 2018.

Respectfully Submitted,

Theresa Whittington
Liquor Licensing Manager, Legal Department
Memorandum

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

From: Mario Treto, Jr., Assistant City Attorney
       Theresa Whittington, Liquor Licensing Manager/Legal Analyst

Subject: Ordinance 54-O-18 and Ordinance 55-O-18, Eliminating the Class F and Class F-1 500 Foot Restriction From Other Class F and Class F-1 Liquor Establishments

Date: April 23, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 54-O-18 and Ordinance 55-O-18, eliminating the restriction prohibiting Class F and Class F-1 liquor licensees to be within five hundred (500) feet from another Class F or Class F-1 liquor license establishment. Ordinances 54-O-18 and 55-O-18 were introduced at the April 23, 2018 City Council meeting.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses

Summary:
Ordinance 54-O-18 amends Evanston City Code of 2012 Subsection 3-4-6-(F), as amended, to eliminate the restriction prohibiting a Class F liquor licensee to be within five hundred (500) feet from another Class F liquor license establishment. Ordinance 55-O-18 amends Evanston City Code of 2012 Subsection 3-4-6-(F-1), as amended, to eliminate the restriction prohibiting a Class F-1 liquor licensee to be within five hundred (500) feet from another Class F-1 liquor license establishment. This ordinance will permit Class F and Class F-1 liquor license applicants to obtain their respective licenses without having location restrictions in relation to other Class F and Class F-1 liquor license locations.

Legislative History:
At the April 4, 2018 Liquor Control Review Board meeting, the Liquor Control Review Board requested elimination of the consideration of application for a Class F liquor license...
Alternatives:
n/a

Attachments:
Ordinance 54-O-18
Ordinance 55-O-18
Minutes of the April 4, 2018 Liquor Control Review Board meeting
AN ORDINANCE
Amending City Code Section 3-4-6-(F)
Eliminating the 500 Foot Restriction From Other Class F Liquor Licensees

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

SECTION 1: Subsection 3-4-6-(F) of the Evanston City Code of 2012, as amended, is hereby further amended by eliminating the five hundred (500) foot restriction from other Class F liquor licensees to read as follows:

(F) CLASS F licenses, which shall authorize the retail sale of alcoholic liquor in grocery stores, combination stores as defined in Section 3-4-1 of this Chapter, and wholesale clubs requiring membership in original packages to persons of at least twenty-one (21) years of age for consumption off the premises. Class F licenses shall also authorize the tasting of alcoholic liquor not exceeding the limits set forth herein.

1. It shall be unlawful for a Class F licensee to sell a single container of beer unless the volume of the container is greater than forty (40) ounces or 1.18 liters. It shall be unlawful for a licensee to bundle, tape, package, or otherwise manipulate single containers of beer for sale as a set. Any such manipulation of packaging shall be a violation of this Subsection. Nothing in this Subsection shall be construed as prohibiting the sale of packages containing six single containers of beer, including such packages consisting of various single containers of beer chosen by the consumer.

2. It shall be unlawful for a Class F licensee to sell a single container of wine unless the container is greater than sixteen (16) fluid ounces or 0.473 liters.

3. It shall be unlawful for a Class F licensee to sell a single container of alcoholic liquor, except beer and wine which are regulated by Subsections (F)1 and (F)2 of this Section, unless the container is greater than sixteen (16) fluid ounces or 0.473 liters.

4. The sale of alcoholic liquor at retail pursuant to the Class F license may begin after 8:00 a.m., Monday through Sunday. Alcoholic liquor shall not be sold after the hour of 12:00 midnight on any day.

5. No such license may be granted to an establishment that is located within
five hundred (500) feet of a licensee holding a Class F liquor license.

6.5. A Class F licensee shall provide a minimum of twelve thousand (12,000) square feet of production, preparation, and display area in which products are prepared and are for sale.

76. Class F licenses shall permit the tasting of samples of the alcoholic liquor permitted to be sold under this classification, on the licensed premises during authorized hours of business. No charge, cost, fee, or other consideration of any kind shall be levied for any such tasting. Licensees shall not provide more than three (3) free tastings, each of which shall not exceed one (1) fluid ounce for wine, two (2) fluid ounces for beer and one-quarter (.25) fluid ounce for distilled alcohol, to any person in a day. Licensees must have at least one (1) BASSET-certified site manager on-premises whenever offering alcoholic liquor for tastings. Licensees must provide food service when offering alcoholic liquor for tastings.

The applicant for a Class F license shall pay a first year license fee of thirty-five thousand dollars ($35,000.00). Thereafter, the annual fee for a Class F license shall be eleven thousand five hundred dollars ($11,500.00).

No more than eleven (11) such license(s) shall be in force at any one (1) time.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 4: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
Introduced: _________________, 2018

Adopted: _________________, 2018

Approved: ___________________, 2018

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Reid, City Clerk

Michelle L. Masoncup, Interim Corporation Counsel
AN ORDINANCE

Amending City Code Section 3-4-6-(F-1)
Eliminating the 500 Foot Restriction From
Other Class F-1 Liquor Licensees

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Subsection 3-4-6-(F-1) of the Evanston City Code of 2012, as amended, is hereby further amended by eliminating the five hundred (500) foot restriction from other Class F-1 liquor licensees to read as follows:

(F-1) CLASS F-1 licenses, which shall authorize the retail sale of packaged alcoholic liquor for consumption off premises and the sale of beer and wine for consumption on the premises as an incidental part of a grocery store, as defined in Section 3-4-1 of this Chapter, to persons of at least twenty-one (21) years of age.

Class F-1 licenses shall be subject to the following conditions and limitations for the sale of alcohol, in original packages, unopened only:

1. It shall be unlawful for a Class F-1 licensee to sell a single container of beer for consumption off premises unless the volume of the container is greater than forty (40) ounces or 1.18 liters. It shall be unlawful for a licensee to bundle, tape, package, or otherwise manipulate single containers of beer for sale as a set. Any such manipulation of packaging shall be a violation of this Subsection. Nothing in this Subsection shall be construed as prohibiting the sale of packages containing six single containers of beer, including such packages consisting of various single containers of beer chosen by the consumer.

2. It shall be unlawful for a Class F-1 licensee to sell a single container of wine for consumption off premises unless the container is greater than sixteen (16) fluid ounces or 0.473 liters.

3. It shall be unlawful for a Class F-1 licensee to sell a single container of alcoholic liquor for consumption off premises, except beer and wine which are regulated by Subsections (F-1)1 and (F-1)2 of this Section, unless the container is greater than sixteen (16) fluid ounces or 0.473 liters.

4. The sale of alcoholic liquor at retail for off-site consumption pursuant to
the Class F-1 license may begin after 8:00 a.m., Monday through Sunday. Alcoholic liquor for off-site consumption shall not be sold after the hour of 12:00 midnight on any day.

5. No such license may be granted to an establishment that is located within five hundred (500) feet of a licensee holding a Class F-1 or Class F liquor license.

6. A Class F-1 licensee shall provide a minimum of fifty thousand (50,000) square feet of production, preparation, and display area in which products are prepared and are for sale. The gross floor area shall include premises within the exterior walls of the grocery store, but does not include any outdoor patio, parking, storage or display areas.

7. Alcoholic liquor sold in original packages and intended for consumption off the premises shall not be opened or consumed on the premises or in any designated seating/service area.

8. Class F-1 licenses shall permit the tasting of samples of the alcoholic liquor permitted to be sold under this classification, on the licensed premises during authorized hours of business. No charge, cost, fee, or other consideration of any kind shall be levied for any such tasting. Licensees shall not provide more than three (3) free tastings, each of which shall not exceed one (1) fluid ounce for wine, two (2) fluid ounces for beer and one-quarter (.25) fluid ounce for distilled alcohol, to any person in a day. Licensees must have at least one (1) BASSET-certified site manager on-premises whenever offering alcoholic liquor for tastings. Licensees must provide food service when offering alcoholic liquor for tastings.

The sale of beer and wine shall be permitted for consumption on the premises subject to the following conditions:

9. The sale of beer and wine only for consumption on the premises shall be served only in a designated seating/serving area, which includes an area where food is prepared and regularly served on the premises. Such food may include hot or cold sandwiches, appetizers, tapas, sushi, baked goods or other similar foods.

10. The consumption of beer and wine on the premises shall be permitted in the designated seating/serving area as well as the shopping areas throughout the premises; however, the licensee shall mark, with conspicuous signage, the areas past which consumption of beer and wine is no longer permitted.

11. The designated seating/serving area for customers consuming beer and wine on the premises shall be limited to five percent of the gross floor area.

12. The total space for on-premise consumption shall be no more than 2,500 square feet. Such 2,500 square feet shall be measured as the space inside the barriers which are required in Subsections (F-1)10 and (F-1)11.

13. Under no circumstance shall the consumption of beer and wine be allowed
in an outdoor patio.

4413. It is intended that the service of beer and wine is merely adjunct to the operation of a grocery store and that the facility shall not be advertised or otherwise held out to be a drinking establishment.

4514. Under no circumstance shall the sale of beer and wine take place outside of the normal business hours of the grocery store.

The applicant for a Class F-1 license shall pay a first year license fee of forty thousand dollars ($40,000.00). Thereafter, the annual fee for a Class F license shall be thirteen thousand dollars ($13,000.00).

No more than one (1) such licenses shall be in force at any one (1) time.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 4: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018 Approved:

Adopted: _________________, 2018 _________________, 2018

___________________________
Stephen H. Hagerty, Mayor
Attest: Devon Reid, City Clerk

Approved as to form: Michelle L. Masoncup, Interim Corporation Counsel
AGENDA

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN FISKE, CHAIR

II. APPROVAL OF REGULAR MEETING MINUTES OF APRIL 23, 2018

III. ITEMS FOR CONSIDERATION

(P1) Resolution 22-R-18, Approving a Plat of Resubdivision for 1727 Oak Avenue
The Plan Commission and staff recommend adoption of Resolution 22-R-18, approving a Plat of Resubdivision for 1727 Oak Avenue. The applicant requests a subdivision to separate the development parcel from the 1007 Church parcel. The subdivision meets all requirements of the D3 Downtown District including lot size and lot width, and has been reviewed by the Public Works Agency for compliance with applicable regulations.
For Action

(P2) Ordinance 59-O-18, Granting a Special Use Permit for a Planned Development Located at 1727 Oak Avenue in the D3 Downtown Core Development District
The Plan Commission and staff recommend adoption of Ordinance 59-O-18, granting a Special Use Permit for a Planned Development Located at 1727 Oak Avenue. The Planned Development is for a 17-story age-restricted multi-family rental development with 169 units and 136 parking spaces in the D3 Downtown Core Development District. Four site development allowances are requested for the number of dwelling units, building height, front yard setback and number of loading berths.
For Introduction
(P3) **Ordinance 61-O-18, Map Amendment, Planned Development and Special Use for Open Sales Lot at 128-132 Chicago Avenue**

The Plan Commission and staff recommend adoption of Ordinance 61-O-18 for approval of a Map Amendment to rezone the northern portion of the property from the C1 Commercial District to the B3 Business District, a special use for an open sales yard in the B3 Business District and a Planned Development in the B3 Business District to construct a 5-story mixed-use building with approximately 4,999 square feet of indoor ground floor commercial space, approximately 7,000 square feet of outdoor garden/open sales lot, 26 dwelling units and 30 parking spaces. Three site development allowances are requested for the number of parking spaces, fence location, and parking setbacks.

For Introduction

IV. ITEMS FOR DISCUSSION

(PD1) **Three Unrelated Rule: Definition of Family and Regulations Regarding Occupancy of Dwelling Units**

Staff requests direction on next steps relating to the Zoning Code definition of “Family” and related regulations on occupancy of dwelling units, commonly known as the three-unrelated rule. City Council referred discussion of this subject to the Planning and Development Committee at its meeting on April 30, 2018.

For Discussion – Provide Direction

V. COMMUNICATIONS

VI. ADJOURNMENT
I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN FISKE, CHAIR  
A quorum being present, Ald. Fiske called the meeting to order at 8:07 p.m.

II. APPROVAL OF REGULAR MEETING MINUTES OF APRIL 9, 2018  
Ald. Rainey moved to approve the minutes of the April 9, 2018 meeting, seconded by Ald. Wynne.

The committee voted unanimously 7-0, to approve the April 9, 2018 minutes.

III. ITEMS FOR CONSIDERATION

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

Ald. Revelle moved approval of the item, seconded by Ald. Wynne. The Committee voted, 7-0 to recommend approval.

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

Ald. Wilson has spoken to applicants and has heard no concerns from neighbors.

Ald. Wilson moved approval of the item, seconded by Ald. Rue
Simmons. The Committee voted, 7-0 to recommend approval.

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

For Introduction

Betty Esther, has questions about architectural changes and the process/impact of landmark designation.

Diane Williams, Chair of the Preservation Commission, clarified that no significant changes to the designation criteria proposed.


(P4) Ordinance 47-O-18, Amending the Definition of “Coach House” in the City Code Section 6-18-3
Staff recommends adoption of Ordinance 47-O-18, amending the Zoning Ordinance to modify the definition of a Coach House. A previous version of the proposed text amendment did not receive a recommendation from the Plan Commission. Ordinance 47-O-18 was held on April 9, 2018 until April 23, 2018 for Introduction.

For Introduction

Ald. Wilson moved to recommend introduction of Ordinance 47-O-18, seconded by Ald. Rue Simmons. The Committee voted 7-0 to Introduce Ordinance 47-O-18.

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

Ald. Suffredin, inquired about the current issues that need resolving and the locations where the issues exist.

Matt Rodgers, former Chair of the Zoning Board of Appeals, summarized his concerns with the Plan Commission proposal with encroachments, including enclosing porches that become living space and then adding a new front porch. He stated this is a long-term concern and belief that porches are no longer used for socialization as those activities have moved to rear decks.

In response to Ald. Fiske, Mr. Rodgers stated that a roofed and enclosed front porch is treated the same in the code, and also that there is still a variation process to restore houses to their original footprint if a front porch has been removed.

Ald. Wynne, noted that front yard green space important for everyone on a block because of smaller front yards. Zoning regulations create a level of certainty for neighbors as a social compact.

Ald. Wilson is supportive of allowing residents to use yards and is concerned with pushing people to rear yards. Believes there will be a greater impacts in some neighborhoods and feels that a 6-foot front porch is not overly large.

In response to and inquiry from Ald. Rue Simmons, Scott Mangum, Planning and Zoning Administrator, provided background information about existing setback regulations and allowed projections.

Ald. Fiske expressed concerns about reduced setbacks over time.

Ald. Rue Simmons wanted more information about the impacts on different neighborhoods.

Ald. Wynne moved to table the item seconded by Ald. Rue Simmons. The Committee voted 7-0 to table the item.

(P6) Ordinance 58-O-18 Granting a Special Use for a Type 2 Restaurant, Falcon Eddy’s Barbecue at 825 Church Street

The Zoning Board of Appeals and City Staff recommend adoption of Ordinance 58-O-18 granting a special use approval for a Type 2 Restaurant, Falcon Eddy’s Barbecue in the D2 District. The applicant has complied with all zoning requirements, and meets all of the standards of a special use for this district.

For Introduction

Ald. Wynne moved to introduce, suspend the rules, and approve Ordinance 58-O-18, seconded by Ald. Wilson. The Committee voted unanimously to introduce, suspend the rules, and approve Ordinance
IV. ITEMS FOR DISCUSSION

V. COMMUNICATIONS
There were no communications.

VI. ADJOURNMENT
Ald. Revelle moved to adjourn, seconded by Ald. Wilson. The meeting adjourned at 8:40 p.m.

Respectfully submitted,
Scott Mangum
Planning and Zoning Administrator
Memorandum

To: Honorable Mayor and Members of the City Council
   Planning and Development Committee

From: Erika Storlie, Assistant City Manager/Acting Community Development Director
      Scott Mangum, Planning & Zoning Administrator
      Melissa Klotz, Zoning Planner

Subject: Resolution 22-R-18 & Ordinance 59-O-18
         Subdivision & Planned Development, 1727 Oak Ave., 18PLND-0005

Date: May 7, 2018

Recommended Action:
The Plan Commission and staff recommend adoption of Resolution 22-R-18 and Ordinance 59-O-18 for approval of a lot subdivision and Planned Development for a 17-story age-restricted multi-family rental development with 169 units and 136 parking spaces in the D3 Downtown Core Development District.

The proposal includes the following Site Development Allowances:

- Number of dwelling units: 169 units where a maximum of 117 units are permitted in the D3 District.
- Building height: 155’ (plus 21’ of parking floors) where 85’ (plus parking) is permitted in the D3 District, and up to a maximum of 170’ (plus parking) is allowed as a Site Development Allowance.
- 1’ front yard setback (for floors 2-3 only) where 3’ is required in the D3 District.
- 1 short loading berth where 2 short loading berths are required.

Livability Benefits:
Built Environment: Provide compact and complete streets and neighborhoods
Education, Arts & Community: Support older adults as they age in the community
Background
The applicant proposes to subdivide the existing 1007 Church property that contains Shand Morahan Plaza and a surface parking lot, to create a separate parcel where the surface parking lot is located comprised of 35,240 sq. ft. (.81 acres). The surface parking lot currently features 45 parking spaces for 1007 Church, which are in excess of the parking requirement for that building including its medical office use. 1007 Church still complies with the required parking since it features a total of 300 parking spaces where 294 spaces are required. The 300 parking spaces are located on the west side of Oak Ave. within the existing Sienna Court condo development, as approved by Ord. 77-O-11.

Uses surrounding the property include the 8-story office/medical building at 1007 Church St. commonly known as Shand Morahan Plaza and designed by renowned architect Helmut Jahn, the 8-story Sienna Court apartment complex at 1717 Ridge Ave./8-story condo complex at 1720-1740 Oak Ave., and multiple moderate sized religious institutions. The east property line abuts the Metra tracks, with the 28-story Optima Views condo/mixed use complex east of the tracks. A 10-story independent living/assisted living/memory care facility was approved to the northwest at 1815
Oak/Ridge Ave. as a Planned Development in 2016, and is anticipated to begin construction in 2018.

Site Layout
The proposed structure consists of a parking podium base that is set back 3.5 feet from the front (Oak Ave.) property line to align with the 1007 Church building. The second and third floors comprise the remainder of the enclosed parking and cantilevers over the first floor to a distance 1 foot from the front property line. Floors 4-16 comprise the bulk of the tower structure and features ziggurat step backs from all sides of the podium base. The tower features protruding balconies on all facades that are minimally sized and do not extend out to the depth of the podium.

The ground floor features amenity space including a lobby/lounge, leasing area, dining area, dog wash station, package room, salon and spa, and an outdoor dog park, as well as the entrance to the loading berth and parking garage. The ground floor features enclosed parking as well as 10 parking stalls that are not within the parking garage (though 7 of the 10 are roofed) available to guests of the facility. One enclosed short loading berth is located at the south end of the property in conjunction with the parking garage entrance so that only one curb cut is needed for the entire development. There is no alley serving this block.

The second and third floors comprise the remainder of the parking podium, for a total of 136 parking spaces. 14 of the spaces are compact size. The remaining 122 parking spaces meet the parking requirement of 122 required spaces.

Floors 4-16 feature a combination of 26 studios (alcove), 91 one-bedroom units, and 52 two-bedroom units, all ranging in size from 569-1245 sq. ft. The 17th floor features additional amenity space including a fitness room, movie room, and game room, as well as an outdoor rooftop pool. An enclosed mechanical penthouse and enclosed stair are located above the 17th floor and do not count towards building height. The roof of the 17th floor reaches a height of 176 feet. However, the D3 District discounts floors that are at least 75% parking from the height calculation. With floors 2-3 entirely devoted to parking, 21 feet of building height is excluded from the height calculation, for a requested building height of 155 feet. Although the first floor features parking, it is not excluded from building height due to the amount of habitable amenity/lobby space. The total height of the building, including the mechanical penthouse and access stair, is 189’.

The applicant will modify the on-street parking along Oak Ave. The applicant proposes to relocate an existing fire hydrant to the north end of the property and remove one existing curb cut, which then allows for 4 additional on-street parking spaces (for a total of 49 spaces on the east side of the street). Two parking spaces will be ADA compliant with ADA paths to the sidewalk, and two parking spaces will be 15-minute parking for drop-offs, Uber pick-ups, etc.
The streetscape will be improved with brick banding adjacent to the curb, the number of street trees will increase from 13 to 18, and the crosswalk located towards the southern portion of the development will be re-striped with curb extensions constructed to shorten the crossing distance within the street. Five public bicycle racks will be provided at the north end of the development in the right-of-way.

The applicant also proposes landscaping on top of the parking podium to establish a green roof. A dog park is proposed at the far north end of the property that will be accessible to the general public. The dog park is surrounded by a 5 foot tall metal, wrought-iron style steel fence and features a gate to the public sidewalk for public access. A steel and wood pergola is proposed over a portion of the dog park with a maximum height of 12 feet.

*Proposed Site Plan/Ground Floor Plan:*
Compliance with the Zoning Ordinance

Subdivision:
The applicant requests a subdivision to separate the development parcel from the 1007 Church parcel. The subdivision meets all requirements of the D3 Downtown District including lot size and lot width, and has been reviewed by the Public Works Agency for compliance with applicable regulations.

Planned Development:
The applicant requests approval of a Planned Development for a 17-story age-restricted multi-family rental development with 169 units and 136 parking spaces. The applicant requests approval of 4 Site Development Allowances:

- Number of dwelling units: 169 units where a maximum of 117 units are permitted in the D3 District.
- Building height: 155’ (plus 21’ of parking floors) where 85’ (plus parking) is permitted in the D3 District, and up to a maximum of 170’ (plus parking) is allowed as a Site Development Allowance.
- 1’ front yard setback (for floors 2-3 only) where 3’ is required in the D3 District.
- 1 short loading berth where 2 short loading berths are required.

All requested Site Development Allowances are eligible allowances listed in the Zoning Ordinance.

Parking and Traffic

With 169 dwelling units and a parking requirement of .55 parking spaces per bedroom (TOD parking requirement), a total of 122 parking spaces are required. The applicant proposes 122 regular parking spaces as well as 14 compact spaces, for a total of 136 parking spaces (0.8 per dwelling unit). There is no requested relief for parking. The Parking and Traffic Study submitted by the applicant concludes the 136 spaces will be adequate for the residents of the building, employees, and visitors.

The study takes into account recently approved large developments including 1815 Oak/Ridge and the recently denied 601 Davis St. Planned Development. The traffic study notes age-restricted developments typically feature a resident demographic with a reduced need to travel outside the development, especially during peak commuter periods, therefore the proposed development will produce less vehicular impact than other compliant uses. The traffic study finds the existing conditions of the signalized intersection at Ridge Ave. and Church St. will maintain the same vehicular delay level for both morning and evening peak hours except for the morning northbound approach, which will decrease from level C to D, and the evening southbound approach, which will also decrease from level C to D. The signalized intersection at Church St. and Oak Ave. will maintain all current B levels at all times. The traffic study concludes the street network will be able to accommodate the increased traffic volumes and no capacity
improvements or modifications for vehicular movement are needed or suggested.

Pedestrian safety is a concern of surrounding neighbors, and was discussed at length at the Plan Commission meetings. A midblock crosswalk currently exists on Oak Ave. and is often utilized by residents of the Sienna Court development, some of whom have disabilities that make crossing streets challenging. The crosswalk is also used by clients of the medical building at 1007 Church and its parking garage that is within the Sienna Court property. The applicant proposes the following traffic calming measures and pedestrian safety features:

- Addition of advanced pedestrian crossing warning signs north and south of the crosswalk along Oak Ave.
- Enhanced pedestrian crossing signs and re-striping of the midblock crosswalk.
- Shortened pedestrian crosswalk distance achieved by extending the curb line on the east side of the street. The crosswalk distance is shortened from 48.5’ (existing) to 32.3’ (proposed) so that pedestrians are within the street for 16.2’ less. The extended curb also provides increased visibility for pedestrians to see oncoming vehicular traffic without stepping into the street prior to entering the crosswalk.

The applicant also agrees to contribute $15,000 to the City of Evanston to be utilized for the installation of pedestrian countdown timers at Ridge Ave. and Church St. when the City conducts its traffic light update (in conjunction with pedestrian countdown timers at Oak Ave. and Church St. contributed by the 1815 Oak/Ridge development).

Public Benefits
The applicant agrees to provide the following public benefits as part of the Planned Development proposal:

1. The Applicant shall provide 17 units (10% of total units within the development) of on-site affordable housing for the following 25 years in accordance with the approved equivalent alternative inclusionary housing proposal (memo attached), which provides that affordable studio and 1-bedroom units are interchangeable by Applicant (i.e., allows for a mix of studio units and 1-bedroom units, all studio units, or all 1-bedroom units). The affordable units shall be affordable to households earning no more than the following area median income (AMI): 4 units must be affordable at 50% AMI, 5 units must be affordable at 60% AMI and 8 units must be affordable at 80% AMI.

2. The applicant shall make a one-time contribution to the City of Evanston in the amount of $17,000 to pay for the installation of two parking pay boxes.

3. Applicant agrees to create a publicly accessible public dog park to be maintained by on-site building management. Dog refuse pickup bags and refuse containers shall be available for public use within the dog park at all times. All users of the dog park must have their dogs licensed in Evanston.
4. The Applicant agrees to install a Transit Tracker Display Board or like system as information/technology changes within the building’s lobby area and visible from the adjacent sidewalk in perpetuity.
5. The Applicant must install and maintain the streetscape improvements including bike racks, wayfinding signage, curb extension, street trees, and landscaping.
6. The Applicant shall make improvements to the midblock crosswalk on Oak Ave., including curb extensions, restriping, and additional signage.
7. The Applicant shall be responsible for repainting the protected bike lane on Church Street between Oak Ave. and Maple Ave.
8. The Applicant agrees to make a one-time contribution to the City of Evanston in the amount of $15,000 to be utilized for the installation of pedestrian countdown timers at Ridge Avenue and Church Street when the City conducts its traffic light update.

Conditions
In addition to the stated public benefits, the applicant agrees to the following conditions:

1. Development and operation of the Planned Development shall be in substantial compliance with the documents on file, testimony, and representations made throughout the Planned Development process.
2. A Construction Management Plan is required prior to issuance of the building permit, and shall be planned in conjunction with the adjacent 1815 Oak/Ridge Construction Management Plan when feasible.
3. Any material change in the use of the building must be approved as an amendment to the Planned Development.
4. Within one year of issuance of the Final Certificate of Occupancy, the applicant must submit a traffic study analyzing traffic incidents adjacent to the property, at the intersection of Church St. and Oak Ave., and at the curve from Oak Ave. to Clark St. Upon review of the submittal, the City reserves the right to restrict movement in or out of the site or require additional traffic calming and pedestrian safety measures.
5. A Remedial Action Plan approved by the Illinois Environmental Protection Agency shall be submitted prior to issuance of the Final Certificate of Occupancy.
6. The applicant shall pay the cost of lost meter revenue directly related to the construction of the building at a rate of $75 per parking space per month.
7. On-site building management is responsible for ensuring delivery/moving trucks utilize the one provided on-site loading berth in a timely manner so that at no time is one truck waiting on the street for the loading berth to become available.

Standards of Approval
The proposed development must satisfy the Standards for Special Use (Section 6-3-5-10), the Standard for Planned Development (Section 6-3-6-9), and Standards and Guidelines Established for Planned Developments in the D3 Downtown Core Development District (Section 6-11-1-10). Staff and the Plan Commission find that the
proposed development meets all Standards for approval:

Standards for Special Use (Section 6-3-5-10):
A Planned Development is listed as a special use in the D3 Downtown Core Development district. The proposed development follows the purposes and policies outlined in the Comprehensive Plan and the Zoning Ordinance.

The proposed development will not cause a negative cumulative effect when considered in conjunction with other special uses in the area. Surrounding uses include high-density residential and office/medical office. Although the property is located in the D3 District, the site is not central to the retail core of the downtown area and is not suitable for a mixed-use building with substantial ground floor retail.

The proposal can be adequately served by public facility infrastructure already available. The street and sidewalk network and extensive public transportation, as well as water, sewer, electricity, and gas infrastructure already exist in the area. Any necessary modifications to infrastructure, including the relocation of a fire hydrant, shall be approved through the permit process as appropriate.

The applicant submitted a Traffic Impact Study that finds there will be minimal effect to the level of service on existing surrounding roadways. The access to the parking garage and loading berth are combined into one to reduce the number of curb cuts on the property and increase the walkability of the area. Additionally, the applicant agrees to multiple public benefits that increase the walkability and pedestrian safety in the area, thereby encouraging less vehicular usage.

Finally, the proposal meets all zoning requirements other than the four Site Development Allowances requested.

Standards and Guidelines for Planned Developments in D3 District (Sections 6-3-6-9 and 6-11-1-10):
The proposed Planned Development complies with the purpose and intent of the Comprehensive General Plan, the 2009 Downtown Plan, and the Zoning Ordinance. The proposal is a high density residential development that is a compatible land use with surrounding properties. The proposed development preserves surrounding character-giving buildings such as the Helmut Jahn designed Shand Morahan building at 1007 Church St. Additionally, the proposal enhances the existing streetscape and strengthens the pedestrian orientation and scale of the entire block.

The proposal is consistent with the vision and goals of the Comprehensive Plan for redevelopment of underutilized properties and the 2009 Downtown Plan, with appropriate building height, bulk, and density.
Legislative History
April 11, 2018 – The Plan Commission recommended approval 6-1 of the proposed development including the Site Development Allowances and conditions listed in the staff memos dated March 9, 2018 and April 5, 2018, as well as a condition that the developer work with the DAPR Committee and staff to improve the façade of the building. The applicant has subsequently submitted revised building elevations and renderings included in the Ordinance Exhibits.

March 14, 2018 – The Plan Commission opened the public hearing and heard testimony by the applicant and general public. At the request of a nearby resident, the hearing was continued to April 11, 2018.

March 7, 2018 – The Design & Project Review Committee (DAPR) found the revised loading berth location and added Site Development Allowance acceptable as it reduced the number of curb cuts for the development down to one. The Committee recommended approval of the proposed development subject to compliance with development allowances, comments at DAPR, and the documents and testimony on record.

February 21, 2018 – The Design & Project Review Committee (DAPR) expressed concern regarding the loading berth location and the site layout, which required trucks to back out of the loading berths onto Oak Ave. near the curve to Clark St. DAPR requested the applicant look at alternative designs that reduce the curb cuts and do not require trucks to back out into the street. DAPR continued the case to March 7, 2018.

Attachments
Proposed Alternative Equivalent to the Inclusionary Housing Ordinance
Resolution 22-R-18 (Subdivision)
Ordinance 59-O-18 (Planned Development)
Link to Plan Commission Packet of April 11, 2018 (Revisions & Clarifications)
Link to Plan Commission Packet of March 14, 2018 (Planned Development Submittal)
Plan Commission Draft Meeting Minutes of April 11, 2018
Plan Commission Meeting Minutes of March 14, 2018
To: Honorable Mayor and Members of the City Council  
Planning and Development Committee  

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

Subject: Alternative Inclusionary Housing Proposal for On-Site Affordable Units in the 1727 Oak Development  

Date: April 10, 2018  

Recommended Action:  
Staff recommends consideration of a proposal from the developer of the planned development at 1727 Oak Ave, an age-restricted (55 and older) residential development with 169 rental units, that would provide seventeen (17) on-site affordable dwelling units as an alternative means of complying with the City’s Inclusionary Housing Ordinance (IHO). The developer’s initial proposal was to pay a fee-in-lieu of $1.7 million for the 17 affordable units.  

Funding Source: N/A  

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

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

Discussion:  
The applicant offered to pay the fee in lieu for 17 units, which would total $1.7M. However, in response to the interest in having the maximum affordable units onsite, developer proposes a different mix of income restrictions from the ordinance because compliance with the income requirements would render the development infeasible. City’s Inclusionary Housing Ordinance, Section 5-7-10 Reduction of Requirements states that if an applicant presents clear and convincing financial evidence that full compliance with the requirements would render the development financially infeasible,
the applicant may seek a reduction in the required number of affordable dwelling units and/or payment in lieu as to render the project financially feasible. The applicant is not seeking a reduction of the fee in lieu, but has proposed an alternative that seeks the inclusion of units at 80% of AMI in an effort to respond to demands to include the maximum number of on-site units in new developments in downtown districts. The revised proposal includes a combination of studios and one-bedroom units at 50%, 60% and 80% of the area median income that will be distributed throughout the development. Unit sizes and affordability restrictions are shown in the table below.

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>50% AMI</th>
<th>60% AMI</th>
<th>80% AMI</th>
<th>Market</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Studio</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>18</td>
<td>26</td>
</tr>
<tr>
<td>1-Bedroom</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>82</td>
<td>91</td>
</tr>
<tr>
<td>2-Bedroom</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>52</td>
<td>52</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>4</strong></td>
<td><strong>5</strong></td>
<td><strong>8</strong></td>
<td><strong>152</strong></td>
<td><strong>169</strong></td>
</tr>
</tbody>
</table>

This proposal responds to input from the community to include as many on-site affordable units as possible. The proposed project is for seniors only and the vast majority of households in this age range are one adult. A mix of studio and one bedroom units meet the needs of single adults and couples. Senior housing restrictions do not allow children as residents, so the property is unable to accommodate HHs such as grandparents raising grandchildren. Staff noted that two-bedroom units do not contribute to the goal of providing maximum onsite units for eligible households, but result in a greater reduction in rental income. Therefore, staff suggested providing a mix of studio and one-bedroom units as the affordable units.

To assess the financial infeasibility of full compliance with the IHO, staff met with the developer and a commercial lender that has no involvement in the development or active projects in Evanston to review the financial assumptions and analysis for the project. Financial feasibility is defined by the developer as achieving an Untrended Yield on Cost (net operating income if the project were operating today divided by total project cost) of 6% to secure the debt and equity financing to construct the project. The commercial lender noted this yield would be of interest to investors given the current capital financing climate, including banks that would want a take-out lender following project completion, and noted that banks’ financing decisions are based on multiple factors on a project-specific basis.

The table below shows the financial feasibility of the project with three affordable housing scenarios based on 169 total units: 1) full fee-in-lieu payment of $1.7 million, 2) the alternative proposal of 17 affordable units on site that include 80% AMI units, and 3) 17 affordable units on site at 50% and 60% AMI only, per IHO requirements. The table compares the Untrended Yield on Cost and the Stabilized Yield on Cost (net operating income divided by the total project cost).
<table>
<thead>
<tr>
<th></th>
<th>Untrended Yield</th>
<th>Stabilized Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee-in-lieu</td>
<td>6.34%</td>
<td>7.00%</td>
</tr>
<tr>
<td>17 units on site at 50%, 60%, &amp; 80% AMI</td>
<td>6.18%</td>
<td>6.79%</td>
</tr>
<tr>
<td>17 units on site at 50% &amp; 60% AMI</td>
<td>5.89%</td>
<td>6.47%</td>
</tr>
</tbody>
</table>

As the table shows, based on the requirements of a 6% Untrended Yield on Cost, the options to pay the full fee-in-lieu or provide all 17 units onsite that include units at 80% AMI are viable. Providing 17 units on-site at 50% and 60% AMI is financially infeasible.

Additional factors for consideration:

- Inclusionary units would be available in early or late 2020.
- Based on the current cost of constructing new units in Evanston’s downtown of $300,000 to $350,000, the City would not be able to develop the same number of units in the downtown with the total fee in lieu.
22-R-18
A RESOLUTION

Approving a Plat of Resubdivision for 1727 Oak Avenue

WHEREAS, pursuant to Subsection 4-11-1-(B) of the Evanston City Code of 2012, as amended (the “City Code”), the City Council may approve of a plat by means of a resolution; and

WHEREAS, the City intends to resubdivide the property located at 1727 Oak Avenue, Evanston, Illinois (the “Subject Property”), legally described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the City Council hereby finds that the proposed plat complies with all applicable provisions of Title 4, Chapter 11 of the City Code, subject to certain conditions,

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

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

SECTION 2: Pursuant to Title 4, Chapter 11 of the City Code, the City Council hereby approves the proposed Plat of Resubdivision, attached hereto as Exhibit B and incorporated herein by reference, subject to the following conditions:

(A) The final plat of subdivision must substantially conform to the 1727 Oak Avenue Resubdivision plat prepared by B.H. Suhr & Company, Inc. dated October 26, 2017, except as such plat may be modified to conform to the City Code, Resolution, and Ordinance;
SECTION 3: The City Manager and/or his designee(s) is/are hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest, any documents necessary to implement the terms of this resolution.

SECTION 4: This resolution shall be in full force and effect from and after the date of its passage and approval in the manner required by law.

____________________________________
Stephen H. Hagerty, Mayor

Attest: ________________________________
Devon Reid, City Clerk

Adopted: _____________________________, 2018

Approved as to form:

____________________________________
Michelle L. Masoncup, Interim Corporation Counsel
EXHIBIT A

Legal Description

That Part of Lots 1-6 (taken as a single tract) in Block 3 of E.A. Pratt's Addition to Evanston, being a subdivision of that part of the Southwest Quarter of the Northwest Quarter of Section 18, Township 41 North, Range 14 East of the Third Principal Meridian, lying East of Ridge Road and West of the Chicago and Northwestern Railroad, in the City of Evanston, Cook County, Illinois, described as follows: beginning at a point on the West line of said Lot 6 and the East line of Oak Avenue, 171.50 feet North of the Southwest corner of Lot 7 in said Block 3; thence East parallel to the North line of Church Street, 25.09 feet; South parallel to the East line of Oak Avenue, 6.50 feet; thence East parallel to the North line of Church Street, 122.91 feet; thence North parallel to the East line of Oak Avenue 19.50 feet; thence East parallel to the North line of Church Street, 57.51 feet to the East line of said Lot 6, being also the Westerly line of the right-of-way of the Chicago and Northwestern Railway Company; thence Northwesterly along the Easterly line of said Lots 1-6, 362.62 feet to the Northeast corner of said Lot 1; thence West 8.26 feet to the Northwest corner of said Lot 1; thence South on the East line of Oak Avenue, 317.22 feet to the place of beginning, in Cook County, Illinois.

PIN(s): 11-18-123-012-0000

COMMONLY KNOWN AS: 1727 Oak Avenue, Evanston, Illinois.
EXHIBIT B

Plat of Resubdivision
AN ORDINANCE
Granting a Special Use Permit for a Planned Development
Located at 1725-1737 Oak Avenue in the D3 Downtown Core
Development District

WHEREAS, the City of Evanston is a home-rule municipality pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of government, the City has the authority to adopt ordinances and to promulgate rules and regulations that protect the public health, safety, and welfare of its residents; and

WHEREAS, Article VII, Section (6)a of the Illinois Constitution of 1970, which states that the “powers and functions of home rule units shall be construed liberally,” was written “with the intention that home rule units be given the broadest powers possible” (Scadron v. City of Des Plaines, 153 Ill.2d 164); and

WHEREAS, it is a well-established proposition under all applicable case law that the power to regulate land use through zoning regulations is a legitimate means of promoting the public health, safety, and welfare; and

WHEREAS, Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, et seq.) grants each municipality the power to establish zoning regulations; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the City has adopted a set of zoning regulations, set forth in Title 6 of the Evanston City Code of 1979, as amended, (“the Zoning Ordinance”); and
WHEREAS, Trammell Crow Chicago Development, Inc. (the “Applicant”), developer of the property located at 1727 Oak Avenue, Evanston, Illinois (the “Subject Property”), legally described in Exhibit A, which is attached hereto and incorporated herein by reference, applied, pursuant to the provisions of the Zoning Ordinance, specifically Section 6-3-5, “Special Uses”, Section 6-3-6, “Planned Developments”, and Subsection 6-11-1-10, “Planned Developments” in Downtown Zoning Districts, to permit the construction and operation of a Planned Development with accessory parking located at the Subject Property in the D3 Downtown Core Development Zoning District (“D3 District”); and

WHEREAS, the Applicant sought approval to construct a new seventeen (17) story one hundred fifty-five (155) foot tall age-restricted, multi-family rental development that may provide operation and/or supportive services that include, but are not limited to, local transportation, valet, housekeeping, socialization events, fitness sessions, food and meals, spa, salon, cafeteria, sale of sundries for personal consumption, and similar amenities, consisting of one hundred sixty-nine (169) dwelling units, a ground floor commercial kitchen to serve the occupants, one hundred thirty-nine (139) parking spaces, and approximately 149,571 square feet of gross floor area; and

WHEREAS, construction of the Planned Development, as proposed in the application, requires exception from the strict application of the Zoning Ordinance with regards to number of dwelling units per lot size, building height, front yard setback, and a fence and pergola; and

WHEREAS, on February 28, 2018, the Applicant submitted revised plans seeking approval for the following: approval to construct a new seventeen (17) story one
hundred fifty five (155) foot tall age-restricted, multi-family rental development consisting of one hundred sixty nine (169) dwelling units, with one hundred thirty nine (139) parking spaces, and approximately 149,571 square feet of gross floor area; and

WHEREAS, construction of the Planned Development, as proposed in the amended application, requires exception from the strict application of the Zoning Ordinance with regards to number of dwelling units per lot size, building height, front yard setback, and one short loading berth; and

WHEREAS, pursuant to Subsection 6-3-6-5 of the Zoning Ordinance, the City Council may grant Site Development Allowances to the normal district regulations established in the Zoning Ordinance; and

WHEREAS, on March 14, 2018 and April 11, 2018, in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Zoning Ordinance, the Plan Commission held a public hearing on the amended application for a Special Use Permit for a Planned Development, case no. 18PLND-0005, heard extensive testimony and public comment, received other evidence, and made written minutes, findings, and recommendations; and

WHEREAS, the Plan Commission’s written findings state that the amended application for the proposed Planned Development meets applicable standards set forth for Special Uses in Subsection 6-3-5-10 of the Zoning Ordinance and Planned Developments in the D3 Zoning District per Subsection 6-11-1-10 of the Zoning Ordinance; and

WHEREAS, the Plan Commission recommended the City Council approve the amended application with conditions; and
WHEREAS, on May 3, 2018, the Applicant submitted revised plans seeking approval for the following: approval to construct a new seventeen (17) story one hundred fifty-five (155) foot tall age-restricted, multi-family rental development consisting of one hundred sixty nine (169) dwelling units, with one hundred thirty-six (136) parking spaces, and approximately 156,189 square feet of gross floor area; and

WHEREAS, on May 14, 2018, the Planning and Development (“P&D”) Committee of the City Council held a meeting, in compliance with the provisions of the Open Meetings Act and the Zoning Ordinance, received input from the public, carefully considered and adopted the findings and recommendations of the Plan Commission, and recommended approval thereof by the City Council; and

WHEREAS, at its meetings of May 14, 2018 and May 29, 2018, held in compliance with the Open Meetings Act and the Zoning Ordinance, the City Council considered the recommendation of the P&D Committee, the Applicant’s amended application dated February 28, 2018, received additional public comment, made certain findings, and adopted said recommendation; and

WHEREAS, it is well-settled law that the legislative judgment of the City Council must be considered presumptively valid (see Glenview State Bank v. Village of Deerfield, 213 Ill.App.3d 747 (1991)) and is not subject to courtroom fact-finding (see National Paint & Coating Ass’n v. City of Chicago, 45 F.3d 1124 (7th Cir. 1995)),

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

SECTION 1: The foregoing recitals are hereby found as facts and incorporated herein by reference.
SECTION 2: Pursuant to the terms and conditions of this ordinance, the City Council hereby grants the Special Use Permit applied for in case no. 18PLND-0005, to allow construction and operation of the Planned Development described herein.

SECTION 3: The City Council hereby grants the following Site Development Allowances:

(A) **Number of Dwelling Units Per Lot Size:** A Site Development Allowance is hereby granted for one hundred sixty nine (169) dwelling units, whereas subsection 6-11-4-4 of the Zoning Ordinance allows a maximum of one hundred seventeen (117) dwelling units for a lot sized at 35,240 sq. ft. in the D3 District.

(B) **Building Height:** A Site Development Allowance is hereby granted for an approximately one hundred fifty-five (155) foot maximum building height, excluding the height of twenty-one (21) feet of parking levels per subsection 6-11-4-8, whereas subsection 6-11-4-8 of the Zoning Ordinance requires a maximum allowed building height of eighty-five (85) feet in the D3 District, with Subsection 6-11-1-10(C)(1) allowing for an additional eighty five (85) feet of height in the D3 District as a site development allowance.

(C) **Front Yard Setback:** A Site Development Allowance is hereby granted permitting a front yard setback of zero (0) feet from the Subject Property line for the second and third floor of the proposed development, whereas subsection 6-11-4-7(A) of the Zoning Ordinance requires a minimum of a three and a half (3.5) foot front yard setback from the Subject Property line for the second and third floor of the proposed development in the D3 District.

(D) **Loading Berth:** A Site Development Allowance is hereby granted permitting one (1) short loading berth on the Subject Property, whereas subsection 6-16-5 of the Zoning Ordinance requires a minimum of two (2) short loading berths on the Subject Property in the D3 District.

SECTION 4: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council imposes the following conditions on the Special Use Permit granted hereby, which may be amended by future ordinance(s), and violation of any of which shall constitute grounds for penalties or revocation of said Special Use Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:
(A) **Compliance with Applicable Requirements:** The Applicant shall develop and operate the Planned Development authorized by the terms of this ordinance in substantial compliance with: the terms of this ordinance; the Site and Landscape Plans in Exhibits B and C, attached hereto and incorporated herein by reference; all applicable legislation; the Applicant’s testimony and representations to the Design and Project Review Committee, the Plan Commission, the P&D Committee, and the City Council; and the approved documents on file in this case.

(B) **Construction Management Plan:** The Applicant shall sign and agree to a Construction Management Plan (CMP) with the City of Evanston prior to issuance of the Building Permit. The CMP shall include but is not limited to the following: construction phasing/staging plans; construction hours; site access including traffic and pedestrian safety plans; contractor parking; damage control and vibration monitoring; construction exhibits; project communication and signage.

(C) **Changes in Building Use:** Any material changes in the use of the building on the Subject Property beyond the documents and testimony on record must be approved as an amendment to this Planned Development.

(D) **On-Street Parking Pay Boxes:** The Applicant agrees to make a one-time contribution to the City of Evanston in the amount of seventeen thousand dollars ($17,000.00) to pay for the installation of two additional on-street parking pay boxes, as well as the cost of lost meter revenue directly related to the construction of the building on the Subject Property at a rate of seventy-five dollars ($75.00) per parking space per month.

(E) **Traffic Study:** Within one year of the issuance of the Final Certificate of Occupancy for the building, the Applicant must submit a traffic study analyzing any traffic incidents adjacent to the Subject Property, at the intersection of Church St. and Oak Ave., and at the curve from Oak Ave. to Clark St. Upon review of the applicant’s submitted traffic study, the City reserves the right to restrict movement in or out of the site or require additional traffic calming and pedestrian safety measures.

(F) **Remedial Action Plan Approval:** Prior to issuance of the Final Certificate of Occupancy, the Applicant must provide evidence that a Remedial Action Plan has been approved by the Illinois Environmental Protection Agency and completed by the Applicant.

(G) **Affordable Housing Units:** The Applicant shall provide seventeen (17) units of on-site affordable housing for the following twenty-five (25) years in accordance with the approved equivalent alternative inclusionary housing proposal, which provides that affordable studio and 1-bedroom units are interchangeable by Applicant (i.e., allows for a mix of studio units and 1-bedroom units, all studio units, or all 1-bedroom units). The affordable units shall be affordable to households earning no more than the following area median income (AMI): four
(4) units must be affordable at fifty percent (50%) AMI, five (5) units must be affordable at sixty percent (60%) AMI and eight (8) units must be affordable at eighty percent (80%) AMI.

(H) **Deliveries:** On-site building management is responsible for ensuring that all delivery and moving trucks exclusively utilize the one (1) provided on-site loading berth in a timely manner so that at no time is one truck waiting on the street for the loading berth to become available.

(I) **On-Site Public Dog Park:** Applicant agrees to create a publicly accessible public dog park to be maintained by on-site building management. Dog refuse pickup bags and refuse containers shall be available for public use within the dog park at all times. All users of the dog park must have their dogs licensed in Evanston.

(J) **Transit Tracker:** The Applicant agrees to install a Transit Tracker Display Board or like system as information/technology changes within the building’s lobby area and visible from the adjacent sidewalk in perpetuity.

(K) **Streetscaping:** Applicant must install and maintain the streetscaping improvements including bike racks, wayfinding signage, curb extension, street trees, and landscaping, as depicted in Exhibit C.

(L) **Church Street Bike Lane:** The Applicant shall be responsible for repainting the protected bike lane on Church Street between Oak Avenue and Maple Avenue.

(M) **Pedestrian Countdown Timers:** The Applicant agrees to make a one-time contribution to the City of Evanston in the amount of fifteen thousand dollars ($15,000.00) to be utilized for the installation of pedestrian countdown timers at Ridge Avenue and Church Street when the City conducts its traffic light update.

(N) **Oak Avenue Crosswalk:** The Applicant shall make improvements to the midblock crosswalk on Oak Avenue, including curb extensions, restriping, and additional signage as presented in the development plans.

(O) **Recordation:** Pursuant to Subsection 6-3-6-10 of the Zoning Ordinance, the Applicant shall, at its cost, record a certified copy of this ordinance, including all exhibits attached hereto, with the Cook County Recorder of Deeds, and provide proof of such recordation to the City, before the City may issue any permits pursuant to the Planned Development authorized by the terms of this ordinance.

**SECTION 5:** When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s tenants, agents, assigns, and successors in interest.”
SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 7: Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same. To the extent that the terms and provisions of any of said documents conflict with the terms herein, this ordinance shall govern and control.

SECTION 8: All ordinances or parts of ordinances that are in conflict with the terms of this ordinance are hereby repealed.

SECTION 9: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 10: The findings and recitals herein are hereby declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced:___________________, 2018

Adopted:___________________, 2018

Attest:

Approved:___________________, 2018

__________________________________________
Stephan H. Hagerty, Mayor

Approved as to form:

______________________________
Michelle L. Masoncup, Interim Corporation Counsel
EXHIBIT A

Legal Description

THAT PART OF LOTS 1-6 (TAKEN AS A SINGLE TRACT) IN BLOCK 3 OF E.A. PRATT’S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RIDGE ROAD AND WEST OF THE CHICAGO AND NORTHWESTERN RAILROAD, IN THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 6 AND THE EAST LINE OF OAK AVENUE, 171.50 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 7 IN SAID BLOCK 3; THENCE EAST PARALLEL TO THE NORTH LINE OF CHURCH STREET, 25.09 FEET; SOUTH PARALLEL TO THE EAST LINE OF OAK AVENUE, 6.50 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF CHURCH STREET, 122.91 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF OAK AVENUE 19.50 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF CHURCH STREET, 57.51 FEET TO THE EAST LINE OF SAID LOT 6, BEING ALSO THE WESTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOTS 1-6, 362.62 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST 8.26 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH ON THE EAST LINE OF OAK AVENUE, 317.22 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINS: 11-18-123-012-0000

COMMONLY KNOWN AS: 1727 Oak Avenue, Evanston, IL (approx. 35,240 sq. ft.)
EXHIBIT B

Development Plans
STREET LEVEL

1/32"=1'-0" SCALE

May 3, 2018
FLOOR PLANS

LEVEL 3

293 SF

310 SF

660 SF

22,511 SF

Parking

Area Calculated in Level 2

1/32" = 1'-0" SCALE
Architectural Metal Panel (Parking Ramp Screening):
Preferred material includes vertical placement, perforation, corrugated shape, color gradation.
Architectural Metal Panel (Parking Ramp Screening):
Preferred material includes vertical placement, perforation, corrugated shape, color gradation.
Dog Park:
Pergola — steel and treated wood
Fence — steel

PERGOLA: 12'-0"
FENCE: 5'-0"

Dog Park Rendering

Dog Park Rendering
BIRD COLLISION DETERRENCE

- ROOF TERRACE
- GREEN ROOF
- PORTION OF LEVEL 5
- TOP OF LEVEL 4
- INCLUDES 12’ OF HEIGHT ABOVE GREEN ROOF
- FACADE ZONE 1
- BOTTOM OF LEVEL 1

36’ (to be most visible to birds)
Balconies will incorporate interruptions between glass sheets (to be metal framed).

5th-level balconies: glass will include fritting pattern similar to above image.

Glazing at building corners will incorporate metal mullions.

Green roof not to contain taller trees nor shrubs which correlate with more bird collisions (credit: ABC Bird-Friendly Building Design).

Metal screening at parking levels will not have shiny finish (to be matte finish).
NORTH ELEVATION

FACE BRICK

PRE-FINISHED ALUMINUM WINDOW WALL SYSTEM

PRE-FINISHED COMPOSITE METAL PANEL

GLASS RAILING

PRE-FINISHED COMPOSITE METAL PANEL

PRE-FINISHED PERFORATED METAL PANEL IN CORRUGATED SHAPE
Frosted Glass Garage Door (at Parking & Loading entries):
PRE-FINISHED ALUMINUM WINDOW WALL SYSTEM

PRE-FINISHED COMPOSITE METAL PANEL

GLASS RAILING

PRE-FINISHED COMPOSITE METAL PANEL

PREFINISHED PERFORATED METAL PANEL IN CORRUGATED SHAPE

HIGH PRESSURE LAMINATED PANEL - WOOD GRAIN

PREFINISHED ALUMINUM WINDOW WALL SYSTEM

TRANSPARENT GLASS
NOTE: SURROUNDING AREA BUILDING HEIGHTS MEASURED FROM GOOGLE EARTH PRO

*TO TOP OF ROOF OF 17TH STORY
## Area Summary

<table>
<thead>
<tr>
<th>Level</th>
<th>Uses</th>
<th>Total GSF</th>
<th>Off-street Parking/Loading</th>
<th>Hallways/Stairs Elevator</th>
<th>Elevator Lobbies</th>
<th>Mechanical/Accuracy</th>
<th>Retail</th>
<th>Dog Park</th>
<th>Lobby or Amenity</th>
<th>Res GSF</th>
<th>Terracon Green Roof GSF</th>
<th>Net RSF</th>
<th>DUs</th>
<th>Efficiency</th>
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<tbody>
<tr>
<td>Level 1</td>
<td>Multiple</td>
<td>22,282</td>
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<td>1,834</td>
<td>920</td>
<td>565</td>
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<td>7,556</td>
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<tr>
<td>Level 4</td>
<td>Residential</td>
<td>12,672</td>
<td>1,518</td>
<td>162</td>
<td>170</td>
<td>12,672</td>
<td>728</td>
<td>11,882</td>
<td>10,984</td>
<td>13</td>
<td>86.7%</td>
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<tr>
<td>Level 5</td>
<td>Residential</td>
<td>12,676</td>
<td>1,518</td>
<td>162</td>
<td>170</td>
<td>12,676</td>
<td>728</td>
<td>10,984</td>
<td>10,984</td>
<td>13</td>
<td>86.7%</td>
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<td></td>
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<tr>
<td>Level 6</td>
<td>Residential</td>
<td>12,676</td>
<td>1,518</td>
<td>162</td>
<td>170</td>
<td>12,676</td>
<td>728</td>
<td>10,984</td>
<td>10,984</td>
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<td>86.7%</td>
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<tr>
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<td>Avg RSF per Unit</td>
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*Outdoor terrace and green roof numbers not included in total GSF*

## Parking

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## Unit Distribution Summary

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<th>LG 1 BR</th>
<th>LG 1 BR DEN / SM 2 BR</th>
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MEETING MINUTES
PLAN COMMISSION
Wednesday, April 11, 2018
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Colby Lewis (Chair), Terri Dubin, Carol Goddard, George Halik, Peter Isaac, Andrew Pigozzi, Jolene Saul

Members Absent: Patrick Brown, Simon Belisle

Staff Present: Melissa Klotz, Zoning Planner
Scott Mangum, Planning and Zoning Administrator
Mario Treto, Assistant City Attorney

Presiding Member: Colby Lewis, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM

Chairman Lewis called the meeting to order at 7:02 P.M.

2. APPROVAL OF MEETING MINUTES: March 14, 2018

Commissioner Dubin made a motion to approve the minutes from March 14, 2018 as edited. Commissioner Goddard seconded the motion. A voice vote was taken and the minutes were unanimously approved, 7-0.

3. OLD BUSINESS

A. PLANNED DEVELOPMENT 18PLND-0005
1727 Oak Avenue
Trammell Crow Company, developer, proposes to construct a 17-story active adult, age restricted, multi-family rental development with 169 units and 139 parking spaces in the D3 Downtown Core Development District. The applicant seeks site development allowances for: 1) number of dwelling units (169 where 117 allowed); 2) building height (155 feet where 170 feet allowed as a site development allowance); 3) front yard setback (1 foot where a minimum of 3 feet required); and 4) loading (1 short berth where 2 short berths required).

Ms. Klotz presented a brief overview of updates to the proposed planned development.
Johnny Carlson explained the details of the updated proposal, clarifying the building is age-restricted in accordance with Fair Housing regulations with every unit being occupied by at least one person 55 years of age or older. He also stated that the Development adds additional street parking and removes a curb cut. The parking provided is in excess of the minimum code requirement.

Leah Riley, ADA Specialist, added that 2 ADA spaces will be added on the street, plus ADA curb ramps, the midblock crosswalk will be shortened and restriped and additional signage will be added. She continued, stating that the entire building will be in full compliance with all ADA codes. There will be a power operated door at the building entrance and an indoor accessible bicycle parking and maneuvering space. There will also be extra wide doors and corridors that fit stretchers, built-in seats and grab bars in showers, and an ADA accessible rooftop pool.

Luay Aboona, KLOA Traffic Consultant, added that enhancement of Oak/Clark three-way intersection (to be done by 1815 Ridge/Oak development) will connect crosswalks to the north end of the 1727 Oak development. Additionally, a speed study was done by the City for 1 week to measure the speed of traffic. Results show there is no speeding problem occurring on the block with existing conditions. Average speeds were 13 and 14 mph. The 85% speed (typically used) was 21 mph, still below the speed limit. Mr. Aboona also explained vehicular use of an age restricted building compared to other uses that are allowed to show a much lower vehicular demand from an age-restricted building.

Aaron Roseth, ESG Architects, stated that based on feedback from the previous meeting and the community, architectural details were refined to show a modern style building with playful fenestration and a strong podium. He also clarified that the stairwell to the roof was added per code requirement.

Johnny Carlson then compared the building height to surrounding buildings, noting 88’ height of the Sienna development, 120’ Shand Morahan building, and 259’ building across the tracks on Maple Ave. He then emphasized that the proposed building does not max out height (max 268.5’ allowed Site Development Allowance) nor does it max out height described in the downtown plan. Shadow studies were shown for all seasons, animating an 8 hour day for each.

Chair Lewis then opened up the hearing for public comment. 21 people spoke which included the following comments:

- Clarification on whether or not the street will be narrowed to shorten the crosswalk? Mr. Aboona responded no, not to vehicular traffic.
● If consideration been given to reducing the allowances based on community input. Mr. Roseth responded architectural issues were addressed based on community input.

● How many units will have a roll-in shower so residents can age in place? Ms. Riley responded the entire building will be ADA compliant and many units have bathtubs instead. Some units have transfer showers, and all showers have shower seats and grab bars. Many of these are enhancements beyond code requirements.

● Concern that this building will obstruct the view from across the street and add more traffic, making it difficult to bike around the area and add to general bike and pedestrian safety.

● Concerns about the speed study. Since there were big blinking signs, that would affect the vehicle speeds. Officer Napier responded the speed was evaluated first, and the sign was put up after the study, which is typically done when there are questions of excessive speed.

● Concerns that the intersection of Ridge/Green Bay/Emerson was not analyzed as part of the applicant’s study.

● Commissioner Dubin interjected and stated it would be best to fix the Oak curve to make it a true 90 degree corner, and asked if the City has considered that. Ms. Klotz responded she was not aware of any discussion to modify the curve, and it would likely be difficult to do so given the existing structures in the area.

● A presentation was given by Philip Crihfield, 1720 Oak, on behalf of 18 concerned Sienna condo owners:
  o Approximately 20% of Sienna population is physically and developmentally disabled.
  o Proposal is twice the height of Sienna.
  o Average height of all buildings west of the track is 100’. East of the tracks the buildings are taller with an average of 134’.
  o There is not enough on-street parking already, so this building will make it worse.
  o Developer was asked to add more parking underground but declined.
  o Building is too large, too intense, will overwhelm the area, and create safety hazards.

● Questions regarding whether or not the Inclusionary Housing Ordinance is being followed for size, rate, number. Code says 50-60% AMI rates. A representative from Interfaith Action and Joining Forces stated he was pleased 10% of the units will be affordable, however, of those units really need to be at 50% AMI and the other half at 60% AMI. If we want people to age in place then we need more 2 bedroom units to house a caregiver.

● Concerns over how the proposed project will impact Mt. Zion church. Questions included: Were any traffic studies done on Sundays when parishioners were present? 1815 Oak will be close, and now 1727 Oak close by in the other direction. Will there be other uses in the building such as a restaurant, hotel,
etc.? Will street parking become parallel? Is the dog park entirely on 1727 Oak property?

- Delores Holmes, former alderman stated that good communication makes great neighbors. As a member of Mt. Zion church, she had the questions regarding: will parking change on Clark St, dog park location, and public benefits.
- Developer has stated underground parking is not an option due to the water table, but surrounding buildings have underground parking. The stormwater management calculation has 6 square feet to spare, so it did not take into account changing climate. Mr. Carlson stated that the water table fluctuates from property to property - on this site it is at 6-8'.so it is not feasible to put parking underground.
- Concern that the architect/firm is not licensed in Illinois, per the IDPR. Project needs to do full appraisals of surrounding properties to determine if values will be affected by the development. Project is noncompliant with Fair Housing laws. Submitted evidence.
- Ann Sychon, Executive Director of Center for Independent Futures, which owns a condo at 1740 Oak - increased density and traffic will affect the quality of life for many residents of Sienna. Parking for supportive staff is already not enough. With 1815 Oak/Ridge and this project, that is 323 more units but only 206 parking spaces. More parking is needed. Additionally, there are residents with special needs who are still able to drive and work. There is some concern for their safety.
- General opinion and public statements that the building is a bad idea.

Mr. Carlson responded to several items, providing the following additional information after public testimony:

- The project architect is licensed and perhaps the search for architect was for ESG and not the full name (Elness Swenson Graham Architects).
- Stormwater calculations will meet LEED Silver requirement.
- Both staff and the development team have tried to contact and notice residents multiple times in a variety of ways. Will continue to reach out in various ways and would like to meet with Mt. Zion.
- Street will not be narrowed - only at the crosswalk section and not impacting vehicular lanes. On street parking will be angled stalls.
- The proposed dog park is completely on private property, and will follow City licensing/permitting dog park requirements.
- There are 2-bedroom units, as well as varying sized studio and 1-bedroom units. 15% are small 2 bedrooms and 8% are large 2 bedrooms. The average unit size is 818 sq. ft.
- Originally proposed to pay fee in lieu for affordable housing but worked with the City to find an alternative that is better for the community and have now agreed to put all 17 affordable units on-site with modified AMIs and unit sizes. All 17 units at 50 and 60% AMI is not economically feasible. Instead, half of the 17 units will be at 50 and 60% AMI and the other half will be at 80% AMI.
The Commission then entered deliberation. Comments included the following:

Commissioner Halik stated that the proposed use, density and height are appropriate. This is close to downtown, and we want to encourage a walkable community. Traffic won’t be as much of an issue since it is an age restricted building in a walkable area with nearby public transportation. There is never enough street parking no matter what buildings and uses are there. Evanston has great architecture; however, the “playful architecture” is not good enough for Evanston and seems chaotic. If the project is recommended for approval, it should be conditioned on a different facade.

Chair Lewis asked if the development fits with the 2009 Downtown Plan, and Ms. Klotz responded yes, the use is appropriate and encourages walkability that is beneficial to other uses in the area. The bulk and height are within the Downtown Plan that calls for a 15-18 story building in that area which is specifically west of the train tracks.

Commissioner Isaac noted the project meets the requirements and guidelines of the Plan Commission. Parking is a concern in the area already. Chair Lewis noted existing parking conditions are not the fault of the developer, though their project should not exacerbate bad conditions.

Commissioner Isaac stated the Metra tracks at Oak and Clark block pedestrian access to parking right on the other side (farmers market location and the Maple St garage). A structural fix that is well beyond the scope of what this or another developer could do would help the parking situation dramatically by creating a pedestrian tunnel to connect the area to the underutilized parking.

Commissioner Dubin asked if Sienna residents and caregivers could get discounted parking passes for the parking garage to alleviate some parking concerns.

Commissioner Saul encouraged more community outreach beyond notices, which don’t always work.

Commissioner Pigozzi stated this is the right development for this property. There is no compelling evidence that the development would make the area less safe or less habitable, and the development may even improve the area/traffic/parking. Appreciate the effort to mitigate bird deaths, and like the design of the balconies on the building.

Commissioner Goddard stated it is a good use of the site. Big concern is the timing of construction with two large buildings being constructed in the area at the same time, and hopes staff can work out the best construction plan that minimally impacts others.
Chair Lewis agreed this is a good development for the site. It is not the burden of this developer to fix other problems that exist to the neighborhood. Truck traffic is a problem, but this development does not add to that problem.

Mr. Mangum summarized the 4 site development allowances requested.

**Commissioner Halik motioned to recommend approval of the project with listed staff conditions as well as an added condition that the developer work with members of the appropriate City Committee on facade improvements. The motion was seconded by Commissioner Pigozzi.**

Mr. Mangum noted the project could undergo design modifications that DAPR could review and approve and noted a Construction Management Plan is one of the conditions listed, which can incorporate a coordinated effort with the 1815 Oak/Ridge construction.

**Ayes: Dubin, Halik, Isaac, Pigozzi, Saul, Lewis**  
**Nays: Goddard**

Recommendation for approval with staff conditions and 1 additional condition as noted.

Alderman Braithwaite, spoke to residents thanking them for their patience and apologizing to Mt. Zion Church regarding the lack of communication. He then requested that additional community meeting take place.

4. **OTHER BUSINESS**

There was no other business.

5. **PUBLIC COMMENT**

There was no public comment.

6. **ADJOURNMENT**

Commissioner Goddard made a motion to adjourn the meeting. Commissioner Pigozzi seconded the motion.

A voice vote was taken and the motion was approved by voice call 7-0. The meeting was adjourned at 9:16 pm.

Respectfully Submitted,  
Meagan Jones  
Neighborhood and Land Use Planner  
Community Development Department
MEETING MINUTES

PLAN COMMISSION

Wednesday, March 14, 2018
7:00 P.M.

Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Colby Lewis (Chair), Patrick Brown, Terri Dubin, Carol Goddard, George Halik, Peter Isaac, Andrew Pigozzi, Jolene Saul

Members Absent: Simon Belisle

Staff Present: Melissa Klotz, Zoning Planner
Scott Mangum, Planning and Zoning Administrator
Mario Treto, Assistant City Attorney

Presiding Member: Colby Lewis, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM

Chairman Lewis called the meeting to order at 7:00 P.M.

2. APPROVAL OF MEETING MINUTES: February 21, 2018

Chair Lewis provided a minor edit to the minutes. Commissioner Pigozzi made a motion to approve the minutes from February 21, 2018, 2018 as edited. Commissioner Saul seconded the motion. A voice vote was taken and the minutes were unanimously approved with the minor edit, 8-0.

3. NEW BUSINESS

A. PLANNED DEVELOPMENT 18PLND-0005

1727 Oak Avenue
Trammell Crow Company, developer, proposes to construct a 17-story active adult, age restricted, multi-family rental development with 169 units and 139 parking spaces in the D3 Downtown Core Development District. The applicant seeks site development allowances for: 1) number of dwelling units (169 where 117 allowed); 2) building height (155 feet where 170 feet allowed as a site development allowance); 3) front yard setback (1 foot where a minimum of 3 feet required); and 4) loading (1 short berth where 2 short berths required).

Ms. Klotz presented a brief background on the proposed planned development. She
provided general development characteristics, proposed public benefits and the staff recommendations and suggested conditions for approval.

Katie Janke-Dale, attorney for the developer, stated that the development team is in agreement with the recommendations provided and welcomed questions and feedback from the Commission.

Johnny Carlson, representative for the developer, described development team and concept, requested allowances, public benefits. The building will be for Active Adults with age restricted to 55 years and older. He mentioned changes to the plans regarding loading and parking as well as affordable housing units being provided on site.

Aaron Roseth, architect for the developer, described floor plans, site plan, renderings, materials, bird-friendly measures, stairwell additional 12 feet.

Chair Lewis stated that a request for continuance had been submitted from a resident living within 1,000 feet of the subject property. The Commission would entertain granting the continuance with the hearing being continued to April 11, 2018 after additional public comment is received. He then opened up the hearing to questions from the Public. 12 people spoke which included:

- Submission of a written continuance request. Reasons stated were many residents of 1720 Oak Ave. were not aware of this development or were confused between this proposal and the previous building that was approved (1815 Ridge/Oak).
- At the recent neighborhood meeting, Alderman Braithwaite asked Mr. Mangum to update the traffic study. Mr. Mangum responded the request was for accident data from the police department and would likely be available prior to the next meeting.
- If the proposed dog park is open to the public, how will Trammell Crow ensure dogs are properly licensed and with appropriate shots as required for off-leash dogs in Evanston? Ms. Janke Dale stated that the building will condition resident animals to be licensed and will work with the City regarding non-resident dogs and how to ensure safety and appropriate licensing.
- Request for clarification on the green areas on the plan. Will the 17-20 nice trees on the west side of the embankment near the tracks be removed? What public benefit will there be to require the developer to replace the trees elsewhere for birds and wildlife to use? Tom Runkle, Engineer for the developer, provided information on the building landscaping and stated that the dog park surface will likely be a decomposed granite or pea rock. Turf grass would be installed around it. Trees along the east property line are in different states of health and due to construction, trees will be removed but developer will comply with City
requirements to replace them and/or provide a fee-in-lieu. Green-roof to be extensive system with shallow rooted plantings.
● The proposed building will block all of the sunlight to neighboring buildings. How was no one notified of this until last weekend when a letter came in the mail but then no other information was provided?
● Why is it necessary for the second and third floor to get so close to the property lines? Other large buildings have done without that. Mr. Roseth clarified that the building is compliant with setbacks on all except the west side of the building. Circulation drove need for relief on west side setback.
● What will happen to the street parking between Ridge and Church? Will there be less street parking that church patrons use? Did Trammell Crow have any meetings with church staff?
● How many staff members will be hired for this development? Mr. Carlson stated there will be 6 full time staff members on-site plus 2 additional for various activities. Not all will be on-site at the same time.
● What outreach has Trammell Crow done to sit down and hear concerns from neighboring Center for Independent Futures and if so, what dates?
● Allowance for only 1 loading: how can it be ensured there won’t be future congestion with trucks waiting, and how does the developer know 1 loading area is adequate? Mr. Carlson stated he does not anticipate a need for 2 loading spaces; management will manage scheduling of move-in/move-out and trash pickup.
● There is a 1 way alley between Sienna and the 1111 Church St building - how will that traffic flow during and after construction? Luay Aboona, KLOA, stated that the orientation of the alley across the street will not be changed.
● How is active adult defined and what are the age restrictions?

Ms. Janke-Dale provided information on community meetings and the notice that was provided. This included two community meetings and a ward meeting in addition to the standard noticing required by the City for public hearings and community meetings (no mailed notice was required for the Ward meeting).

Chair Lewis then opened the hearing to questions from the Commission. Questions included:
● Mr. Pigozzi - how will trash pickup be handled? Fear dumpsters will end up taking up loading berth area. Will any residents have caregivers, and if so how will parking for the caregivers be handled?
● Mr. Isaac - Regarding parking, 45 spaces for 1007 Church will be lost. The parking requirement for 1007 Church was calculated at 2 per 1000 sq. ft. of floor area. Should that be 5 per 1000 since it is a medical use (question is for staff). What exactly was the Sienna PD requirement and how does that work if 1007 is using the parking? What is the relationship between the Sienna spaces and 1007? How long term is that relationship? Ms. Klotz stated that 1007 Church was previously required to have 245 spaces which then increased to 294 parking
spaces with the addition of medical office. Had more than needed and with new development required parking is not affected.

- Ms. Goddard - has the site always been a parking lot or is there the possibility of ground contamination, and what will be done to address that?
- Ms. Saul - is Transit Tracker available to the public or just the building residents? What about improving the crosswalk midblock? The traffic study that is done 1 year after the building is built could instead be done when the building is 90% occupied to get a better read of the traffic implications. Luay Aboona, KLOA, stated Crosswalks will be restriped. Will take a look at post construction traffic impacts and any needed signage. Crosswalk traffic signals will be upgraded with countdown timers at Oak and Church by the 1815 Ridge/Oak development. Mr. Mangum stated that staff is open to amending the condition regarding the traffic study post occupancy.
- Ms. Dubin – How does the City control the health of dogs at the dog beach? Mr. Mangum provided information on how the City’s dog beach regulates use.
- Has the City considered making the intersection at the curve onto Clark Street a controlled intersection? Mr. Mangum stated that the intersection at Oak and Clark had plans reviewed but no recommendation has come up.
- Chair Lewis - Shadow studies done for the project?
- Mr. Halik - would like architect to explain the “playful” architecture proposed and how that relates to the architecture of Evanston. Mr. Roseth provided clarification on “playful” architecture.

Johnny Carlson answered remaining questions. An Active Adult is someone who wants to live in a rich social environment with activities. Active Adult living does not anticipate having caregivers, tenants would more likely move to a different facility that fits their needs. Parking meters will be taken down and a meter box added to block. 2 additional stalls and 2 ADA stalls will also be added. He anticipates a summer construction start with an 18 month construction period. A Construction Management Plan that addresses impacts to neighboring properties during construction, including the alley, wayfinding signage, and people on-site directing traffic. Transit Tracker board may be able to be located where it is visible both inside and outside the building. The development team will, per City code, handle removal of any soil in need of remediation (have not found this need upon testing). Shadow study will be provided for the next meeting.

Chair Lewis opened the hearing for public testimony and offered to allow testimony to individuals at either this hearing or at the continued hearing on April 11. A total of 4 people spoke, providing the following comments:
- Speeding around Oak Ave. curve creates a dangerous situation with the midblock crosswalk. If the project moves forward, do not grant the special allowances requested, which just add to the congestion. Sienna was originally marketed for people with mental and physical disabilities.
- Building height is double that of Sienna development. Sienna was in a less congested area and had enough parking for home medical staff and caregivers. Adding 2 new towers in the immediate area without enough parking will increase congestion and affect property values. The addition of 2 new on-street spaces is not enough. Physical limitations of some residents make moving elsewhere difficult, doing so due to issues created by development not an option.
- The building would cause more congestion, block views from Sienna, and cast shadows.
- The requested affordable housing does not meet IHO requirements and a shortage of moderately priced senior housing. Market rent for a 1 bedroom in this building is around $2800, which is not moderately priced senior housing. The average Social Security benefit is $1,369. Proposal not an alternative equivalent. It is not equivalent and not in compliance with the AMIs. Also there are no 2 bedroom units proposed as affordable, which is required by the IHO.

Commissioner Saul made a motion to continue the item to April 11, 2018 at 7:00 PM in Council Chambers. Commissioner Isaac seconded the motion. A roll call vote was taken and the motion was approved, 7-1.

Nays: Pigozzi

B. TEXT AMENDMENT

Coach House Definition

A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning, to revise the definition of a coach house.

Mr. Mangum explained the text amendment was a City Council referral, and the proposed text amendment modifies the definition of a coach house so that a coach house could be rented out to a separate tenant unrelated to the owners of the principal structure.

Chair Lewis opened the hearing to questions from the public. One person, Birch Berdhardt spoke stating that the proposed regulation does not discuss affordability at all. In talking with Housing staff, coach houses could provide a great deal of affordable units. She then asked if that is possible. Mr. Mangum explained that City Council did not provide direction regarding affordability or restricting income levels so, while it is not proposed at this time, it could be considered in the future.

Chair Lewis opened the hearing to questions from the Commission. Ms. Goddard asked if there is a limit to the number of tenants that could live in the structure, and if there is a definition of dwelling. Mr. Mangum responded each dwelling unit on the property could have a family that complies with the definition of family (no more than 3 unrelated). A dwelling unit is defined by having cooking and eating, sleeping, and living
accommodations.

Mr. Pigozzi asked what the new limit would be – could someone tear down their garage and build a new one with an apartment above it in an R1 District? That would change the nature of the R1 District. Mr, Mangum explained yes, one could do that. Currently you could build the same but only be used by a family member (per the definition of family).

Mr. Isaac noted accessory structures are limited to 20 feet in height so that in itself may prevent new coach houses from being constructed.

Mr. Brown asked how the City currently polices coach houses, and Mr. Mangum explained currently it is on a complaint basis and is handled by Zoning staff and Property Standards staff.

Ms. Saul asked if rented coach houses will have to be registered as rentals, and Mr. Mangum said he believes so.

Chair Lewis noted this change will create a profit availability that could change neighborhoods. Are there limitations to how many per property, etc? Mr. Mangum stated that no additional limitations are proposed regarding the number of units allowed per block but current existing regulations would still provide limitations on the size, required parking, etc.

Commissioner Pigozzi made a motion to recommend that the proposed amendment be rejected. Commissioner Isaac seconded the motion.

A roll call vote was taken and the motion failed with a tie vote, 4-4.

Ayes: Brown, Dubin, Isaac, Pigozzi.
Nays: Goddard, Halik, Lewis, Saul.

The vote was incorrectly tabulated to fail 4-3 during the meeting.

Commissioner Halik made a motion to recommend that the proposed amendment be adopted. Commissioner Saul seconded the motion.

A roll call vote was taken and the motion failed with a tie vote, 4-4.

Ayes: Goddard, Halik, Lewis, Saul.
Nays: Brown, Dubin, Isaac, Pigozzi.

The vote was incorrectly tabulated as approved 4-3 during the meeting.
The text amendment will move forward to City Council without a recommendation.

4. OTHER BUSINESS

There was no other business.

5. PUBLIC COMMENT

There was no public comment.

6. ADJOURNMENT

Commissioner Goddard made a motion to adjourn the meeting. Commissioner Saul seconded the motion.

A voice vote was taken and the motion was approved by voice call 8-0. The meeting was adjourned at 9:15 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
Memorandum

To: Honorable Mayor and Members of the City Council
   Planning and Development Committee

From: Erika Storlie, Assistant City Manager/ Acting Director of Community Development
Scott Mangum, Planning and Zoning Administrator
Michael Griffith, Development Planner

Subject: Ordinance 61-O-18
   Planned Development, 128-132 Chicago Ave., 17PLND-0112

Date: May 2, 2017

Recommended Action:
The Plan Commission and staff recommend adoption of Ordinance 61-O-18 for approval of a
Map Amendment to rezone the northern portion of the property from the C1 Commercial District
to the B3 Business District, a special use for an open sales yard in the B3 Business District and
a Planned Development in the B3 Business District to construct a 5-story mixed-use building
with approximately 4,999 square feet of indoor ground floor commercial space, approximately
7,000 square feet of outdoor garden/open sales lot, 26 dwelling units and 30 parking spaces.

The development includes site development allowances for the following:
• Number of parking spaces: 30 spaces proposed where 37 are required.
• Fence location: Zero (0) foot setback from the street side property line where 2’ is
   required.
• Parking setbacks: Zero (0) foot setback from the north and west property lines where 5’
   is required.

Livability Benefits:
Built Environment: Promote diverse Transportation modes
Economy & Jobs: Expand job opportunities
Health & Safety: Provide for access to fresh, healthful food

Background:
The site consists of 5 parcels at the northwest corner of Howard Street and Chicago Avenue for
a total of 0.58 acres. Currently, there is a City owned parking lot at the south end of the site, the
north end is vacant. In 2017, a vacant one-story, brick building was demolished. The applicant,
David Brown of Evanston Gateway, LLC, is the contract purchaser for the City-owned parking
lot. In July and August of 2017 the City Council approved a Tax Increment Financing (TIF)
Forgivable Construction Loan and Development Agreement (64-R-17) and Real Estate Sales
Contract (68-O-17) to allow the sale of the City-owned portion of the property and a TIF loan for
the development project.
The uses surrounding the site include:
- To the north is an automobile service station.
- To the east across Chicago Avenue is the Chicago Transit Authority (CTA) rail yard and a 2-story commercial building.
- To the southeast is a 6-story mixed-use building with ground floor retail and dwellings above.
- To the south is a small City of Chicago park, further south is a bank with a drive-thru.
- To the west is the METRA/Union Pacific railroad right-of-way, further west is an automobile service station and 4-story multi-family residential buildings.
Site Layout:
The site is rectangular in shape, approximately 70 feet wide (east-west) and 387 feet long (north-south).

The proposed building is located at the south end of the site, holding the corner. The ground floor is dedicated to 4,999 square feet of retail and cafe space, residential lobby, a bike storage room, trash room, mechanical rooms and storage. The 2nd floor is dedicated to an office space for the retail tenant and residential, floors 3-5 are residential. Approximately half the roof area will feature a green roof and deck, the deck provides an amenity for building residents.

The retail space has entrances at the southeast and northeast corners of the ground floor and from the garden yard/open sales area, the residential lobby entrance is off of Chicago Avenue.

The proposed retail tenant is City Grange, a for-profit social enterprise, women-owned and operated. City Grange is proposed as an education-based lifestyle garden center, including interior retail and cafe space, and outdoor space for the sale of live plants and garden supplies.

A garden yard/open sales area is proposed immediately north of the building, approximately 7,000 square feet in size. The garden yard is accessible from the retail space and gates off Chicago Avenue and from the parking lot. The garden yard will be enclosed by a 6 foot tall metal fence.

A surface parking lot is proposed at the north end of the site. Access is provided by one curb-cut off of Chicago Avenue. A total of 30 parking spaces are proposed, which includes 2 handicapped accessible spaces.

An on-street loading zone is proposed along Chicago Avenue near entrances to both the retail space and residential lobby. The loading zone is 45 feet long located immediately north of the right turning lane. The original plan included an enclosed loading dock off of Howard Street. The applicant removed the loading dock in favor of the on-street loading zone at staff’s recommendation to eliminate possible conflicts between pedestrians, bicyclists and trucks which would disrupt the Chicago Avenue/Howard Street intersection.

The applicant will install a bike rack near the southeast retail entrance and a second bike rack near the garden yard/open sales area entrance along Chicago Avenue. The landscape plan includes 2 new parkway trees along Chicago Avenue, a 2 foot wide landscape strip along the east side of the parking lot and curbed planting beds at the north end of the parking lot.

The plan includes a combination of a retaining wall and 6 foot tall metal fence along the west side of the site along the METRA/Union Pacific railroad right-of-way.
Compliance with the Zoning Ordinance:
The intent of the B3 Business District is:
"... to provide for higher density business development at compact locations adjacent to mass transit facilities that can support intense business uses and accommodate greater building heights than the B1 or B2 business districts. The district reflects established uses and should provide for appropriate infill and redevelopment at such locations."

Map Amendment:
The site currently lies in both the C1 Commercial and B3 Business Districts. The C1 district captures the northern portion of the site and extends north along the west side of Chicago Avenue. The B3 district captures the southern portion of the site and extends east and west of the site along the north side of Howard Street.

The applicant is requesting a map amendment to unify the zoning by rezoning the northern portion of the property from C1 Commercial to the B3 Business District. In the C1 district, dwellings are neither permitted nor a special use. In the B3 district, dwellings above the ground floor are permitted.
Special Use:
The applicant is requesting special use approval for an open sales lot in the B3 district. The open sales lot, garden yard, is associated with the proposed retail tenant, City Grange. The space will be used primarily to display and sell live plants and garden supplies.

The applicant provided the following information concerning the operation of the open sales lot:

- The open sales yard will be retail sales only. The yard will have various levels of activity based on seasonality, anticipated as follows:
  - Jan/Feb/Early March: Little or no yard use.
  - Late March to October: Hours will range from 9:00am – 6:00pm at beginning/end of the season to 7:00am – 9:00pm during high sales times. Hours may also vary weekday to weekend with the longest hours Thursday – Monday.
  - Nov/Dec: Limited holiday sales use, potential hours (Thursday – Sunday) 10:00am – 7:00pm.
  - Staffing will also vary based on seasonality with the biggest staff need in April – June (12-15 maximum based on weekend sales).

Planned Development:

The applicant is requesting special use approval for a Planned Development to construct the 5-story (72-foot tall) multi-family building with 26 dwelling units, 4,999 square foot commercial space, an approximately 7,000 square foot garden yard/open sales area and 30 parking spaces.
The proposed building meets all required setbacks and bulk requirements.

<table>
<thead>
<tr>
<th>128-132 Chicago Ave. Zoning Requirements</th>
<th>Required / Max. Permitted</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front setback (south)</td>
<td>0 feet</td>
<td>0 feet</td>
</tr>
<tr>
<td>Side setback (west)</td>
<td>0 feet</td>
<td>2.5 feet</td>
</tr>
<tr>
<td>Street side setback (east)</td>
<td>0 feet</td>
<td>0 feet</td>
</tr>
<tr>
<td>Rear setback (north)</td>
<td>10 feet</td>
<td>236.9 feet</td>
</tr>
<tr>
<td>Height</td>
<td>85 feet</td>
<td>71.7 feet</td>
</tr>
<tr>
<td>FAR</td>
<td>3.0</td>
<td>1.45</td>
</tr>
<tr>
<td></td>
<td>76,236 square feet</td>
<td>36,887 square feet</td>
</tr>
<tr>
<td>Loading Dock(s)</td>
<td>0</td>
<td>on-street loading zone</td>
</tr>
</tbody>
</table>

The applicant is requesting approval of the following site development allowances:

<table>
<thead>
<tr>
<th>128-132 Chicago Ave. Site Development Allowances</th>
<th>Required / Max. Permitted</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td># of parking spaces</td>
<td>37</td>
<td>30</td>
</tr>
<tr>
<td>Parking setback</td>
<td>5 feet from north and west property lines</td>
<td>0 feet from north and west property lines</td>
</tr>
<tr>
<td>Fence setback, street side (Chicago Avenue)</td>
<td>2 feet</td>
<td>0 feet</td>
</tr>
</tbody>
</table>

Parking and Traffic:
Based on the number and type of dwelling units (12 one-bedroom units and 14 two-bedroom units) and 4,999 square feet of commercial space, 37 parking spaces are required. The applicant is proposing 30 parking spaces. The applicant proposes to allocate 10 parking spaces for the retail space, 20 parking spaces for residents (0.77 per dwelling unit, 0.50 per bedroom).

The applicant submitted a Traffic Impact Study prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA) that analyzes the proposed traffic impact. The site is located approximately 760 feet west of a CTA Rail station (Howard Red, Purple, and Yellow Line), along or near multiple CTA and PACE Bus routes (CTA Bus routes 22, 97, 201, 205, 206, PACE Bus routes 215, 250, 290 and 422), a Divvy Bike Station at the CTA Rail station, dedicated and shared bike lanes on the north and south sides of Howard Street, dedicated bike lane on both sides of Chicago Avenue approximately 630 feet north of Howard Street, with sidewalks provided within the entire surrounding street network.
The traffic study indicates the site is located within the City’s Transit Oriented Development (TOD) area, that approximately 83% of renter households in the area either do not own a vehicle or own only one vehicle, and that access to and from the proposed development and surrounding area is enhanced by various alternative modes of transportation.

The traffic study indicates the development-generated traffic can be accommodated without significant impact to the external street system. All of the intersections within the study limits are projected to operate at current levels of service with the addition of the proposed development-generated traffic and the existing traffic increased by a regional growth factor to establish future conditions.

The study also indicates there are an ample number of gaps to accommodate the projected number of vehicles entering and exiting the site.

Proposed roadway improvements include:

- **Northbound Chicago Avenue:**
  - One northbound lane on Chicago Avenue north of Howard Street
- **Southbound Chicago Avenue:**
  - One left turn lane onto eastbound Howard Street
  - One thru lane to southbound Clark Street (Chicago)
  - One right turn lane onto westbound Howard Street
  - Loading zone on the west side of Chicago Avenue north of the proposed right turn lane. Loading zone located to provide additional vehicle stacking in the right turn lane when a vehicle is not occupying the space.
  - Street parking, 9 spaces, on the west side of Chicago Avenue adjacent to the site.
  - Taper striping on the west side of Chicago Avenue north of the site to transition from existing 2 southbound lanes to proposed one southbound lane adjacent to the site.
- No changes proposed on Howard Street or on Clark Street (City of Chicago).

**Public Benefits:**
The applicant lists the following as public benefits as part of the Planned Development proposal:

1. Two new parkway trees along Chicago Avenue.
2. Street striping of Chicago Avenue.
3. New sidewalks along the project frontage.
4. Affordable housing units on-site.
5. Use of outdoor yard with appealing plant materials and green space.
6. Potential use of Metra embankment as demonstration gardens.
7. Enhanced walkability.
8. Creating a destination in the neighborhood, which includes new event space for residents and businesses.
9. Adding residents at this intersection to benefit other Howard Street businesses.
11. Utilizing environmentally sensitive development practices and visually appealing architecture at a strategic location.
Compliance with the Comprehensive Plan:
The proposed Planned Development is consistent with the 2000 Comprehensive General Plan. The guiding principle of the Plan is to encourage new development that improves the economy, convenience and attractiveness of Evanston while simultaneously working to maintain a high quality of life within the community where new developments should be integrated within existing neighborhoods to promote walking and the use of mass transit.

The site is located in a designated corridor where opportunities for commercial and mixed-use redevelopment and revitalization are probable, and where sensitive transit oriented development is encouraged.

The proposed development is consistent with the following Plan objectives:
- To maintain the appealing character of Evanston’s neighborhoods while guiding their change. The new development will support efforts to add to neighborhood desirability and complement existing street and sidewalk patterns by providing retail space and housing within the existing street pattern.
- To recognize the benefits of mixing residential, commercial and institutional uses in neighborhoods. The new development incorporates retail and housing at a location where neither currently existing, near existing transit service.
- To recognize the effect of housing on the quality of neighborhoods. The new development will support efforts aimed at improving Evanston’s housing stock and target corrective action toward properties that are negatively affecting surrounding properties.
- To maintain and enhance property values and positive perceptions of housing in Evanston. The new development will replace an underutilized site and provide new retail and new housing construction to enhance the property tax base at a gateway location into Evanston.
- To address concerns about cost and affordability. The new development provides 5 on-site affordable rental dwellings at 80% AMI.
- To promote the growth and redevelopment of business, commercial and industrial areas. The new development will help to revitalize the Howard Street corridor through replacing an underutilized site with a new mixed-use development that includes both retail and residential uses on Howard Street.
- To ensure continued high levels of mass transit service throughout Evanston. The new development promotes higher-density residential and mixed-use development in close proximity to transit nodes (e.g., train stations) in order to support non-automobile dependent lifestyles.

Compliance with the Design Guidelines for Planned Developments:
The proposed building is consistent with the Design Guidelines for Planned Developments. The proposal was reviewed by the Design and Project Review Committee on March 28, 2018, and received a recommendation for approval.

The massing of the building is located at the south end of the site to define the street intersection. The proposed building height, 5-stories, is appropriately scaled with nearby structures which are 2-6 stories in height, a 17 story building is located further east on the north side of Howard Street. The proposed building materials, wood or synthetic wood siding and aluminum storefront windows at ground level, aluminum composite panels, perforated metal
screens, steel guardrails at the balconies and vinyl windows on floors 2-5, and the architectural
design have a contemporary design, providing architectural variety and interest to the
neighborhood.

Compliance with Inclusionary Housing Ordinance (IHO):
The proposed development will replace an open parking lot and vacant site (former vacant 1-
story brick building has been demolished by developer). Because the site is located in a Transit
Oriented Development Area and there is City funding of the project, the IHO requires that either
5 units are provided on-site that are affordable to households with earnings at 50% and 60% of
Area Median Income (AMI) or that the applicant pay a fee in-lieu of $100,000 per required unit
($500,000). The applicant is proposing to provide 5 on-site affordable apartments, 3 1-bedroom
units and 2 2-bedroom units, affordable to households with earnings at 80% Area Median
Income (AMI), an alternative equivalent proposal from the Inclusionary Housing Ordinance. The
80% of AMI is consistent with the sales contract approved by City Council in August 2017. The
City Council has the authority to consider alternative equivalent proposals.

Standards for Special Use (Section 6-3-5-10):
The proposed development must satisfy the standards for Special Use in Section 6-3-5-10, the
Standard for Planned Development in Section 6-3-6-9 and standards and guidelines established
for Planned Developments in the B3 Business District. (Section 6-9-1-9).

Staff finds that the proposed development meets all standards for approval.

Standards for Special Use (Section 6-3-5-10)
An open sales lot and Planned Development are listed as allowed special uses in the B3
Business District. As noted above, the proposal is in keeping with the purposes and policies
outlines in the Comprehensive Plan and the Zoning Ordinance.

The proposed building with ground floor retail, garden yard/open sales area, residential above
the ground floor and surface parking lot will not cause a negative cumulative effect when
considered in conjunction with other special uses in the area. Surrounding uses are commercial
or mixed-use, allowed by right and by special use, therefore, compatible with the proposed
building.

The proposed development is adequately served by public facility infrastructure already
available. The street and sidewalk network, as well as water, sewer, electricity and gas
infrastructure already exist.

The proposed development will not cause undue traffic congestion. The applicant has submitted
a traffic study indicating there will be minimal effect to the level of service on existing
surrounding roadways.

There are no historical and architectural resources or environmental features present on the
site. The site is currently vacant.

Standards for and Guidelines for Planned Developments in the B3 District (Sections 6-3-6-9 and
6-9-1-9)
The proposed Planned Development is in harmony and complies with general purposes and the intent of the Zoning Ordinance. The proposed building is compatible in bulk, scale and land use with surrounding properties. The proposed development is consistent with the vision and goals of the Comprehensive Plan for redevelopment of underutilized properties with uses compatible with the surrounding neighborhood, enhances the pedestrian character of the business district and will improve the streetscape and architectural character of the business district.

Legislative History:
March 28, 2018 - The Design and project Review Committee (DAPR) recommended unanimous approval of the proposed development with the condition that the plans be revised based on staff comments made during the meeting.

April 18, 2018 - The Plan Commission opened the public hearing and heard testimony by the applicant and the general public. The Plan Commission recommended, 5-1, to approve the proposed Planned Development with conditions outlined in the proposed ordinance.

Attachments:
Proposed Ordinance 61-O-18
Plan Commission Draft Meeting Minutes 04/18/18
Link to Plan Commission Packet documents for 04/18/18, including Development Plans, Market Study and Traffic Study
   https://www.cityofevanston.org/home/showdocument?id=38766
AN ORDINANCE

Granting a Special Use Permit for a Planned Development and Special Use Approval for an Open Sales Lot at 100 and 128-132 Chicago Avenue and Amending the Zoning Map to Re-Zone Certain Properties from the C1 Commercial Zoning District to the B3 Business District

WHEREAS, the City of Evanston is a home-rule municipality pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of government, the City has the authority to adopt ordinances and to promulgate rules and regulations that protect the public health, safety, and welfare of its residents; and

WHEREAS, Article VII, Section (6)a of the Illinois Constitution of 1970, which states that the “powers and functions of home rule units shall be construed liberally,” was written “with the intention that home rule units be given the broadest powers possible” (Scadron v. City of Des Plaines, 153 Ill.2d 164); and

WHEREAS, it is a well-established proposition under all applicable case law that the power to regulate land use through zoning regulations is a legitimate means of promoting the public health, safety, and welfare; and

WHEREAS, Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, et seq.) grants each municipality the power to establish zoning regulations; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the City has adopted a set of zoning regulations, set forth in Title 6 of the Evanston City Code of 1979, as amended, (“the Zoning Ordinance”); and
WHEREAS, Evanston Gateway, LLC (the “Applicant,”), developer of the property located at 100 and 128-132 Chicago Avenue, Evanston, Illinois (the “Subject Property”), legally described in Exhibit A, which is attached hereto and incorporated herein by reference, applied, pursuant to the provisions of the Zoning Ordinance, specifically Section 6-7-2 “Zoning Map”, Section 6-3-4 “Amendments”, Section 6-3-5, “Special Uses”, Section 6-3-6, “Planned Developments”, and Subsection 6-9-1-9, “Planned Developments” in Business Zoning Districts, to permit the construction and operation of a Planned Development with accessory parking located at the Subject Property in the B3 Business Zoning District (“B3 District”); and

WHEREAS, the Applicant sought approval to re-zone the Subject Property from the current C1 Commercial and B3 Business Zoning Districts entirely to the proposed B3 Business Zoning District; and

WHEREAS, the Applicant sought approval to construct a new five (5) story seventy-two (72) foot tall multi-family development consisting of twenty-six (26) dwelling units, approximately four thousand nine hundred ninety-nine (4,999) square feet of ground indoor floor commercial space, approximately two thousand three hundred seventy-four (2,374) square feet of commercial space on the second floor, approximately seven thousand (7,000) square feet of outdoor garden/open sales lot, and thirty (30) parking spaces; and

WHEREAS, construction of the Planned Development, as proposed in the application, requires exception from the strict application of the Zoning Ordinance with regards to number of required parking spaces, fence location, and parking setbacks from the north and west property line; and
WHEREAS, pursuant to Subsection 6-3-6-5 of the Zoning Ordinance, the City Council may grant Site Development Allowances to the normal district regulations established in the Zoning Ordinance; and

WHEREAS, on April 18, 2018, in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Zoning Ordinance, the Plan Commission held a public hearing on the application for a Special Use Permit for a Planned Development with Open Sales Lot and Rezoning from C1 Zoning District to B3 Zoning District, case no. 17PLND-0112, heard extensive testimony and public comment, received other evidence, and made written minutes, findings, and recommendations; and

WHEREAS, the Plan Commission’s written findings state that the application for the proposed Planned Development meets applicable standards set forth for Special Uses in Subsection 6-3-5-10 of the Zoning Ordinance and Planned Developments in the B3 Zoning District per Subsection 6-9-1-9 of the Zoning Ordinance and Map Amendments per Subsection 6-3-4-5; and

WHEREAS, the Plan Commission recommended the City Council approve the application with conditions; and

WHEREAS, on May 14, 2018, the Planning and Development (“P&D”) Committee of the City Council held a meeting, in compliance with the provisions of the Open Meetings Act and the Zoning Ordinance, received input from the public, carefully considered and adopted the findings and recommendations of the Plan Commission, and recommended approval thereof by the City Council; and
WHEREAS, at its meetings of May 14, 2018 and May 29, 2018, held in compliance with the Open Meetings Act and the Zoning Ordinance, the City Council considered the recommendation of the P&D Committee, the Applicant application, received additional public comment, made certain findings, and adopted said recommendation; and

WHEREAS, it is well-settled law that the legislative judgment of the City Council must be considered presumptively valid (see Glenview State Bank v. Village of Deerfield, 213 Ill.App.3d 747 (1991)) and is not subject to courtroom fact-finding (see National Paint & Coating Ass’n v. City of Chicago, 45 F.3d 1124 (7th Cir. 1995)),

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

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

SECTION 2: The City Council hereby amends the Zoning Map to remove those properties with the addresses and PINs listed in Exhibit B and identified in Exhibit C, both attached hereto and incorporated herein by reference, from the C1 Commercial District and place them within the B3 Business District.

SECTION 3: Pursuant to the terms and conditions of this ordinance, the City Council hereby grants the Special Use Permit applied for in case no. 17PLND-0112, to allow construction and operation of the Planned Development described herein.

SECTION 4: The City Council hereby grants the following Site Development Allowances:
(A) **Number of Required Parking Spaces:** A Site Development Allowance is hereby granted for thirty (30) parking spaces, whereas Table 16-B of the Zoning Ordinance requires a minimum of thirty-seven (37) parking spaces based on the proposed combination of uses in the B3 District.

(B) **Fence Location:** A Site Development Allowance is hereby granted to place a fence with a zero (0) foot setback from the street side Subject Property line, whereas subsection 6-4-6-7(F)2(b)(1) of the Zoning Ordinance requires a two (2) foot setback from the street side Subject Property line in the B3 District.

(C) **Parking Setbacks:** A Site Development Allowance is hereby granted permitting a zero (0) foot parking setback from the north and west Subject Property lines, whereas subsection 6-9-4-7 of the Zoning Ordinance requires a minimum of a five foot parking setback from the north and west Subject Property lines in the B3 District.

SECTION 5: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council imposes the following conditions on the Special Use Permit granted hereby, which may be amended by future ordinance(s), and violation of any of which shall constitute grounds for penalties or revocation of said Special Use Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

(A) **Compliance with Applicable Requirements:** The Applicant shall develop and operate the Planned Development authorized by the terms of this ordinance in substantial compliance with: the terms of this ordinance; the Site and Landscape Plans in Exhibits D and E, attached hereto and incorporated herein by reference; all applicable legislation; the Applicant’s testimony and representations to the Design and Project Review Committee, the Plan Commission, the P&D Committee, and the City Council; and the approved documents on file in this case.

(B) **Construction Management Plan:** The Applicant shall sign and agree to a Construction Management Plan (CMP) with the City of Evanston prior to issuance of the Building Permit. The CMP shall include but is not limited to the following: construction phasing/staging plans; construction hours; site access including traffic and pedestrian safety plans; contractor parking; damage control and vibration monitoring; construction exhibits; project communication and signage.

(C) **Metal Fence:** The Applicant must provide to the City the metal fence detail for the six (6) foot tall metal fence surrounding the garden yard/open sales area on the Subject Property indicating the fence material, finish, and design to the Design and Project Review (DAPR) Committee prior to issuance of building permit.
(D) **Landscaping:** Applicant must install and maintain the landscaping improvements as depicted in Exhibit E.

(E) **Street Improvements:** The Applicant must install all improvements to the streets, including grinding of existing pavement markings, restriping, and asphalt patching at new water/sewer services within the Howard Street and Chicago Avenue Right of Ways.

(F) **Sidewalk Replacement:** The Applicant must replace all sidewalks adjacent to the Subject Property along the full length of the property on both Howard Street and Chicago Avenue.

(G) **Chicago Avenue On-Street Parking Pay Box:** The Applicant agrees to make a one-time contribution to the City of Evanston in the amount of eight thousand five hundred dollars ($8,500.00) to pay for the installation of one additional on-street parking pay box.

(H) **METRA Embankment Improvements:** The Applicant agrees to continue working with METRA and/or Union Pacific Railroad regarding obtaining written permission for the installation and maintenance of landscaped embankment improvements adjacent to the Subject Property for the life of the development.

(I) **Color Accents:** The Applicant agrees to incorporate color accents on all facades, as incorporated in the Development Plans, as revised pursuant to recommendation from the Design and Project Review (DAPR) Committee.

(J) **Harm Mitigation for Birds:** The Applicant will implement the following strategies to improve and incorporate bird friendly measures:

   a. Install low reflective glass windows;
   b. Install metal balcony railings rather than glass doors and balconies;
   c. Minimize any external lighting from 12:00 a.m. until dawn during Spring and Fall bird migration; and
   d. Avoid guy wires and roof lighting that pose a bird hazard.

(K) **Affordable Housing Units:** The Applicant shall provide five (5) units of on-site affordable housing for the following twenty-five (25) years in accordance with the approved equivalent alternative inclusionary housing proposal. The affordable units shall be affordable to households earning no more than the following area median income (AMI): three (3) 1-bedroom units must be affordable at eighty percent (80%) AMI and two (2) 2-bedroom units must be affordable at eighty percent (80%) AMI.

(L) **Changes in Building Use:** Any material changes in the use of the building on the Subject Property must be approved as an amendment to this Planned Development in accordance with Subsection 6-3-6-12 of the Zoning Ordinance.
Recordation: Pursuant to Subsection 6-3-6-10 of the Zoning Ordinance, the Applicant shall, at its cost, record a certified copy of this ordinance, including all exhibits attached hereto, with the Cook County Recorder of Deeds, and provide proof of such recordation to the City, before the City may issue any permits pursuant to the Planned Development authorized by the terms of this ordinance.

SECTION 6: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s tenants, agents, assigns, and successors in interest.”

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

SECTION 8: Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same. To the extent that the terms and provisions of any of said documents conflict with the terms herein, this ordinance shall govern and control.

SECTION 9: All ordinances or parts of ordinances that are in conflict with the terms of this ordinance are hereby repealed.

SECTION 10: 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 11: The findings and recitals herein are hereby declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
EXHIBIT A

Legal Description

PARCEL 1:

PARCEL 2:

PARCEL 3:

PINS: 11-30-212-004-0000
       11-30-212-005-0000
       11-30-212-006-0000
       11-30-212-007-0000
       11-30-212-008-0000

COMMONLY KNOWN AS: 100 and 128-132 Chicago Avenue, Evanston, IL (approx. 25,412 sq. ft.)
EXHIBIT B

Addresses and PINs of Properties Removed from the C1 Commercial District and Placed Within the B3 Business District

Commonly Known As: 128-132 Chicago Avenue, Evanston, IL

PINs:
11-30-212-004-0000
11-30-212-005-0000
11-30-212-006-0000
EXHIBIT C

Map of Properties Removed from the C1 Commercial District and Placed Within the B3 Business District
EXHIBIT D

Development Plans
EVANSTON GATEWAY, LLC
Future home of CITY GRANGE - Education-based urban garden and lifestyle center

RE-ZONING, SPECIAL USE AND PLANNED DEVELOPMENT APPLICATION
100 Chicago Avenue, Evanston, IL
AERIAL VIEW OF SITE AND SURROUNDING CONTEXT
VIEW LOOKING WEST AT HOWARD/CHICAGO INTERSECTION

renderings of proposed project
### Project Information

**Project Name:** Evanston Gateway  
**Project Location:** 100 North Chicago Avenue, Evanston, IL  
**Project Number:** 17.030  
**Date:** Apr. 11, 2018  
**Lot Area:** 25,406  
**Total FAR:** 3.00

### Area Calculation

Based on 2017 City of Evanston B1-B3 Regulations

#### Building GSF

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#### Total Units

- **Total Units:** 26  
- **Total Sellable Units:** 27,090  
- **Average Unit Size:** 1,042 nsf  
- **Typical Floor Efficiency:** 88.05%  
- **Overall Efficiency:** 82.63%

#### Additional Areas

- **Balcony Square Footage:** 2,518 GSF  
- **Amenity Roof Deck (Exterior):** 1,733 GSF  
- **Building Common Area GSF:**  
- **Net Roof Area for Building GSF:**  
- **Green Roof Area for Building:** 2,562 GSF  
- **Percentage of Green Roof GSF:** 500 of 629
### Project Name:
Evanston Gateway

### Based on 2017 City of Evanston B1-B3 Regulations

### Project Location:
100 North Chicago Avenue, Evanston, IL

### Lot Area:
25,406

### Project Number:
17.030

### Total FAR:
3.00

### Date:
Apr. 11, 2018

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**NOT INCLUDED IN FAR**

- Retail/office Loading
- Bike Parking
- Mech, elec, data, water
- Trash + BOH
- Stairs, elev, and shafts

**SUBTOTAL:**

- Balcony square footage: 2,518 gsf
- Amenity roof deck (exterior) square footage: 1,733 gsf
- Building common area gsf
- Net roof area for building gsf: 2,562 gsf
- Green roof area for building: 2,562 gsf
- Percentage of green roof gsf: 501 of 629

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**Typ. flr. efficiency:** 88.05%

**Overall efficiency:** 82.63%

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**Subtotals:**

- 41,918

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**TOTAL GSF:** 41,918
EXHIBIT E

Landscape Plans
MEETING MINUTES
PLAN COMMISSION
Wednesday, April 18, 2018
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Colby Lewis (Chair), Terri Dubin, Carol Goddard, George Halik, Peter Isaac, Jolene Saul

Members Absent: Patrick Brown, Andrew Pigozzi

Staff Present: Meagan Jones, Neighborhood and Land Use Planner
Scott Mangum, Planning and Zoning Administrator
Michelle Masoncup, Interim Corporation Counsel

Presiding Member: Colby Lewis, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM

Chairman Lewis called the meeting to order at 7:03 P.M.

2. NEW BUSINESS

A. PLANNED DEVELOPMENT 17PLND-0112

128 – 132 Chicago Avenue
Evanston Gateway, LLC is requesting approval of a Map Amendment to rezone the northern portion of the property from the C1 Commercial District to the B3 Business District, a special use for an open sales yard in the B3 Business District and a Planned Development in the B3 Business District to construct a 5-story mixed-use building with approximately 4,999 square feet of indoor ground floor commercial space, approximately 7,000 square feet of outdoor garden/open sales lot, 26 dwelling units and 30 parking spaces. The applicant seeks site development allowances for: number of required parking spaces (30 proposed where 37 are required), for fence location (0 feet setback from street side property line proposed where 2 feet is required), and for parking setbacks from the north and west property lines (0 feet proposed where 5 feet is required). In addition, the applicant may seek and the Plan Commission may consider additional site development allowances as may be necessary or desirable for the proposed development.

Ms. Jones presented a brief background on the proposed planned development.
She provided general development characteristics, proposed public benefits and the staff recommendations and suggested conditions for approval.

Katie Janke Dale, attorney for the developer, provided a brief overview and stated that the applicant is in disagreement with several of the proposed conditions including: movement of the metal fence surrounding the open sales area, providing for a parking pay box, and providing funding for pedestrian countdown timers. She stated that the traffic signals are within the City of Chicago jurisdiction and seeking approval for the timers may slow down project completion.

David Brown of Evanston Gateway, LLC spoke, stating that the project has been through a year-long process of dialogue with City staff and a community meeting. He then gave an overview of the site and the area then reviewed the Inclusionary Housing Ordinance requirements and what the project is proposing to provide on-site. He then stated that there are a low number of site development allowances and that the proposed on-street parking, if counted, would bring the parking requirement into compliance. He then introduced LaManda Joy who will be taking the lead on the City Grange portion of the development.

LaManda Joy, master gardener with the Peterson Garden Project provided a background on the program and gave an overview of City Grange, a for-profit social enterprise. City Grange would be the first education based garden center in the country. She reviewed items that the program will offer, including an organic plant yard, demonstration garden along the Metra embankment, rooftop garden with beekeeping, and a community event space. There will also be a ground level café with seating and a coffee window for quick takeout orders. Approximately 10 to 15 jobs will be created.

Michael Wilkinson, architect for the applicant, reviewed the building design and materials along with space usage within the building.

Chair Lewis then opened up the hearing to questions from the Commission which included:

- How will security for building residents be handled? Mr. Brown stated that this has not been fully addressed but that there will be gates and entryways that will be closed when the retail space is closed. The 2nd floor office will be a separate space and closed off.
- How will rooftop mechanical equipment be screened? Mr. Brown stated that most of the equipment is located adjacent to the Metra train tracks with a parapet but that, due to the use of the roof, additional penthouse screening will be added.
- How will remediation of the property and replacement of the current parking lot spaces be handled? There will be 9 additional on-street parking spaces as part of the development and land sale agreement so that is not seen as an issue. Also,
full remediation of the property is planned. Underground tanks will all be removed; Phase I and II have been done.

- What was Metra’s response to the proposed demonstration garden? Mr. Brown replied that Metra has been responsive to their requests. An existing beautification lease between Metra and the City will help facilitate those proposed improvements.
- How was required parking determined for the development? Mr. Mangum stated that the retail portion of the building required 14 spaces, the office use required 1 space (due to first 2,000 sq. ft. not being counted), and that the residential portion required 22 spaces for a total of 37 parking spaces.
- Clarification on the color accents on all facades. Mr. Wilkinson stated that the proposed plans presented to the Commission are the response to the DAPR Committee recommendation.
- Impetus for the proposed on-street parking. Mr. Brown stated that those spaces were part of KLOA’s recommendations and that City staff reviewed the plans and worked out the adequate tapering for the lanes.

Chair Lewis then opened the hearing to questions from the public. A total of 3 residents asked questions which included:

- Clarification on how reflections from the planting materials will be addressed to mitigate possible harm to birds. Mr. Brown stated that a LEED consultant had been hired and that this was something that had been looked into prior to DAPR review. DAPR comments have been incorporated. Also glass on balconies has been removed in place of metal railings.
- Clarification on where replacement parking will be if any and when the parking will be terminated for those leasing spaces in the lot. Ms. Mason stated that notice will be provided prior to the purchase and closing of the lot. Likely to be in June. The City can make possible alternatives available. Replacement parking will need to be looked into.
- Whether or not revenue from the proposed retail could be used to leverage the cost of affordable units and what options were considered to lower the affordability levels for the on-site units. Mr. Brown stated that the development team made the decision to provide on-site affordable units at 80% AMI versus a fee-in-lieu payment based on what an internal review deemed most feasible. The mission of City Grange would also provide benefits to the same population.

Chair Lewis, then opened the hearing to public testimony. A total of 2 people spoke providing the following comments:

- General support of the project and overall improvements made to Howard St. However, there are concerns with regards to the closing of the parking lot. There are long waiting lists for the lot on Chicago Ave. and Howard St. as well as for Lot 51 nearby. Providing parking would add value to the properties in the area. Parking solution should be offered.
- Support of the project as it ties the east and west ends of Howard St. together. Callan St. widening provided more parking spaces making it less of an issue. Development on Howard St. in general is helping property values increase. The public benefits of the project balance the low number of site development allowances.

Mr. Brown stated that modifications would not help alleviate concerns and the project does help with some of the parking issues with the retail parking and on-street spaces.

Commissioner Isaac asked for clarification on why the Special Use for an Open Sales Lot is being asked for, since sales of landscaping equipment is not permitted with the open sales lot use. Mr. Mangum stated that the classification was likely to be conservative in the event of the retail space selling other non-landscaping materials that are offered.

Chair Lewis asked what happens to the lot in the winter months. Ms. Joy stated that the lot is intended to be used year round and would likely have holiday landscaping.

Commissioner Goddard asked for the cost of the pay boxes. Mr. Mangum clarified that the pay boxes cost $7,000 each. Commissioner Goddard then asked what the reasoning was for including that as part of the development’s public benefits.

The Commission then began deliberation.

Commissioner Dubin stated that she does not like the idea of asking for pay boxes or countdown timers. Commissioner Goddard agreed, stating those conditions as onerous burdens.

Commissioner Halik stated that the proposed development is a good project and commended Ms. Joy for combining The Grange programing with housing.

The Commission then reviewed the standards and staff's recommendations and conditions. Commissioner Isaac recommended that a change be made to staff’s recommendation, removing condition 8 regarding pedestrian countdown timers and adding that the special use be limited to principal use as accessory to the City Grange gardening and landscaping use.

A brief discussion followed regarding the recommended conditions, with the Commission determining which to recommend for approval and which to update. Specifically, the Commission discussed conditions 1, 7, 8, 10 and 11 from the staff report.

- Condition 1, regarding relocation of the fence, was thought to be redundant. The Commission agreed to exclude this condition
● Condition 7, regarding providing on-street parking pay boxes, may attract commuters who park on the street and leave their car all day. The cost, however, was not thought to be exorbitant. The Commission was split on keeping the item.
● Condition 8, regarding installation of pedestrian countdown timers, was thought to slow down the project process as the traffic signals at all corners of the Howard Street and Chicago Avenue are under the jurisdiction of the City of Chicago.
● Condition 10, regarding the transit tracker screens, was not seen as beneficial for either the public or residents, though it was thought that they could encourage TOD use and be used by customers in the café.
● Condition 11, regarding the addition of accent panels on all facades, seemed to be redundant as it was a recommendation of the DAPR committee and the plans appeared to show that change.

Commissioner Goddard made a motion to recommend approval of the proposed planned development with the exclusion of conditions 1, 8 and 10. Commissioner Saul seconded the motion. A roll call vote was taken and the motion was approved, 5-1.

Ayes: Dubin, Goddard, Halik, Lewis, Saul.
Nays: Isaac

3. OTHER BUSINESS

There was no other business.

5. PUBLIC COMMENT

There was no public comment.

6. ADJOURNMENT

Commissioner Goddard made a motion to adjourn the meeting. Commissioner Saul seconded the motion.

A voice vote was taken and the motion was approved by voice call 6-0.
The meeting was adjourned at 9:02 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Erika Storlie, Assistant City Manager/Acting Director of Community Development
Scott Mangum, Planning and Zoning Administrator
Carlos D. Ruiz, Senior Planner/Preservation Coordinator

Subject: Ordinance 29-O-18, Amending Title 2, Chapter 8 of the Evanston City Code, “Historic Preservation”

Date: March 21, 2018

Recommended Action:
The Preservation Commission and staff recommend City Council approval of Ordinance 29-O-18, Amending Title 2, Chapter 8 of the Evanston City Code, “Historic Preservation.” Ordinance 29-O-18 was introduced at the April 23, 2018 City Council meeting.

Livability Benefits:
Education, Arts & Community: Preserve and reuse historic structures and sites.

Summary:
The City Council adopted the current Preservation Ordinance on March 21, 1994 (12-O-94). This ordinance authorized the Preservation Commission to conduct binding review on exterior work, when visible from the public way, and when a building permit is required for all properties within designated local Historic Districts and for designated Evanston landmarks.

Since April of 2016 the Commission’s Historic Preservation Ordinance Review Subcommittee held fourteen public meetings, ending on January 4, 2018, where the subcommittee with assistance of City staff (Planning and Zoning and Law Department) prepared the draft of the proposed Ordinance 29-O-18.
The focus of the text amendment is to update, when appropriate, the language and definitions and also streamline procedures to make it more user friendly for the staff, the Commission, and the public. The original intent and principles of the current Preservation Ordinance have been maintained.

**Legislative History:**
March 13, 2018 – The Preservation Commission voted, 9-0, to recommend City Council approval of Ordinance 29-O-18, Amending Title 2, Chapter 8 of the Evanston City Code, “Historic Preservation.”

**Attachments:**
Proposed Ordinance 29-O-18
March 13, 2018 Preservation Commission meeting minutes (Draft).
AN ORDINANCE

Amending Title 2, Chapter 8 of the Evanston City Code, “Historic Preservation”

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

SECTION 1: City Code Title 2, Chapter 8, “Historic Preservation” of the Evanston City Code of 2012, as amended (“City Code”), is hereby amended in its entirety and shall read as follows:

CHAPTER 8 - HISTORIC PRESERVATION

2-8-1. - STATEMENT OF PURPOSE.

The purpose of this Chapter is to promote the educational, cultural, economic and general welfare of the City by:

(A) Identifying, preserving, protecting, enhancing and encouraging the continued utilization and the rehabilitation of such areas, properties, districts, sites, buildings, structures, sites and objects having a special historical, community, architectural or aesthetic interest or value to the City and its citizens, as described in 65 ILCS 5/11-48.2-1.

(B) Safeguarding the City's historic and cultural heritage, as embodied and reflected in such areas, properties, districts, sites, buildings, structures, sites and objects determined eligible for designation by ordinance as landmarks and historic districts;

(C) Fostering civic pride in the beauty and noble accomplishments of the past as represented in such landmarks and districts;

(D) Protecting and enhancing the attractiveness of the City to everyone, including homeowners, home buyers, tenants, tourists, visitors, students, employers, employees, and businesses and shoppers, and thereby supporting and promoting business, commerce, industry and tourism, and providing economic benefit to the City;

(E) Fostering and encouraging preservation, restoration and rehabilitation of areas, properties, districts, sites, buildings, structures, sites and objects, including entire districts and neighborhoods, and thereby preventing future urban blight and urban neighborhood deterioration;
(F) Fostering the education, pleasure, and welfare of the people of Evanston through the designation of landmarks and districts;

(G) Encouraging orderly and efficient development that recognizes the special value to the City of the protection of areas, properties, protecting districts, sites, buildings, structures, sites and objects as landmarks and districts;

(H) Continuing the preparation of surveys and studies of Evanston's historical and architectural resources and maintaining and updating a register of areas, properties, districts, sites, buildings, structures, sites and objects that may be worthy of landmark designation; and

(I) Encouraging public participation in identifying and preserving historical and architectural resources through public hearings on proposed designations, work as well as reviewing and recommending applications for certificates of appropriateness ("COA") applications, and economic hardship, or and special merit applications.

**2-8-2. - DEFINITIONS.**

In the event of a conflict between the following definitions and the definitions included in any other ordinance of the City of Evanston, the following definitions shall control:

<p>| <strong>ALTERATION.</strong> | Any act or process requiring a building permit or demolition permit, or any act or process included in Subsection 2-8-8(A)2 of this Chapter, that changes one or more of the historic, cultural, architectural or archaeological features of a district, an area, property, structure, site or object, including, but not limited to, the erection, construction, reconstruction, or relocation, land altering activity, or subdivision of any property, site, building, structure or object, or any part of a property, site, building, structure or object, or land altering activities. |
| <strong>APPLICANT.</strong> | A person who submits an application for issuance of a certificate of appropriateness, certificate of economic hardship or certificate of special merit; recommendation for planned development, subdivision, re-subdivision, or consolidation; appeals; or landmark and historic district nominations. |
| <strong>APPLICATION.</strong> | A form submitted for approval of alteration, construction, demolition or relocation that requires issuance of a certificate of appropriateness, certificate of economic hardship or certificate of special merit; a recommendation for planned development, subdivision, re-subdivision, consolidation; appeals; or landmark and historic district nominations. |</p>
<table>
<thead>
<tr>
<th><strong>AREA</strong>.</th>
<th>A specific geographic division of the City of Evanston.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BUSINESS DAY</strong>.</td>
<td>A day on which the Division of Planning and Zoning is open for business.</td>
</tr>
<tr>
<td><strong>CERTIFICATE OF APPROPRIATENESS</strong>.</td>
<td>A certificate issued by the Commission indicating review and authorization of plans for alteration, construction, demolition, or relocation of a landmark, or property, site, building, structure, site or object within a district.</td>
</tr>
<tr>
<td><strong>CERTIFICATE OF ECONOMIC HARDSHIP</strong>.</td>
<td>A certificate issued by the Commission after a determination by the Commission that the previous denial of a certificate of appropriateness has resulted in a denial of all reasonable use of and return from the site, building, structure, or object or property.</td>
</tr>
<tr>
<td><strong>CERTIFICATE OF SPECIAL MERIT</strong>.</td>
<td>A certificate issued by the City Council, after the Commission’s previous denial of a certificate of appropriateness has previously been denied by the Commission, upon a determination by the City Council that the proposed project meets the criteria and standards in Subsections 2-8-11(B) and (C) of this Chapter.</td>
</tr>
<tr>
<td><strong>COMMISSION</strong>.</td>
<td>The Evanston Preservation Commission.</td>
</tr>
<tr>
<td><strong>COMMISSIONERS</strong>.</td>
<td>Persons appointed by the Mayor, with the advice and consent of the City Council, to the Evanston Preservation Commission.</td>
</tr>
<tr>
<td><strong>CONSTRUCTION</strong>.</td>
<td>The act of adding an addition onto an existing structure or the erection of a new principal or accessory structure on a property or site that requires a building permit.</td>
</tr>
<tr>
<td><strong>CONTRIBUTING SIGNIFICANCE</strong>.</td>
<td>A classification applied to an area, property, a site, building, structure, site or object within a local historic district signifying that it contributes generally to the qualities that give the district historic, cultural, architectural or archaeological significance as embodied in the criteria for designating a district. An area, property, a site, building, structure, site or object can be contributing even if it has been altered, as long as it maintains the character defined for the district.</td>
</tr>
<tr>
<td><strong>COUNCIL or CITY COUNCIL.</strong></td>
<td>The City Council of the City of Evanston, Illinois.</td>
</tr>
<tr>
<td>--------------------------</td>
<td>--------------------------------------------------</td>
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<tr>
<td><strong>DAPR</strong></td>
<td>The City of Evanston Design and Project Review Committee</td>
</tr>
<tr>
<td><strong>DEMOLITION.</strong></td>
<td>Any act or process that destroys permanently removes all or any structural or visible architectural part of an exterior wall, foundation, interior or exterior column or load bearing wall, roof structures, or any structural or visible architectural part of a landmark or a property, site, building, structure, site or object, located within a local historic district.</td>
</tr>
<tr>
<td><strong>DESIGN GUIDELINE.</strong></td>
<td>Any design standard specified by the Commission for alteration, construction, or relocation that is unique to a particular landmark or district to be used in conjunction with other design standards for review in this Chapter, and the United States Secretary of Interior's &quot;Standards for Rehabilitation of the Treatment of Historic Properties,&quot; as amended.</td>
</tr>
<tr>
<td><strong>DEVELOPMENT PLAN.</strong></td>
<td>A comprehensive plan, approved by the City Council, for the development of a specific site, which includes a written description of the structure or structures to be constructed on the site and the intended use of the structures. Development plans include, but are not limited to, any plan approved as a &quot;planned development&quot; (as defined in the City's Zoning Ordinance), and the plan approved by City Council for the Northwestern University/Evanston Research Park.</td>
</tr>
<tr>
<td><strong>DISTRICT.</strong></td>
<td>An identifiable area with definable boundaries designated as a &quot;Historic District&quot; by the Council and in which a significant number of the properties, structures, sites or objects have a high degree of historic, cultural, architectural or archaeological significance and integrity. Many of the properties, structures, sites or objects included in the district may qualify as landmarks and may or may not be contiguous. For purposes of this Chapter, and unless otherwise expressly provided by Council in the ordinance for designation, all designations shall presumptively include the lot(s) of record associated with structures and objects located in the district.</td>
</tr>
<tr>
<td><strong>DIVISION OF BUILDING AND INSPECTION SERVICES:</strong></td>
<td>The Evanston Division of Building and Inspection Services, a division of the Department of Community and Economic Development.</td>
</tr>
<tr>
<td><strong>DIVISION OF PLANNING AND ZONING.</strong></td>
<td>The Evanston Division of Planning and Zoning, a division of the Department of Community &amp; Economic Development.</td>
</tr>
<tr>
<td><strong>ENTITY.</strong></td>
<td>A corporation, limited liability company, governmental agency, business trust, estate, trust, partnership, or association having a single or joint or common interest.</td>
</tr>
<tr>
<td><strong>EXTERIOR ARCHITECTURAL APPEARANCE.</strong></td>
<td>The architectural character and general composition of the exterior of a property, site, building, structure or object, visible from a public street or public way, including but not limited to the kind and texture of the building material and the type, design and character of all architectural details and elements, including, but not limited to, roofs, eaves, windows, walls, doors, stairs, balustrades, railings, light fixtures, trim and signs. For purposes of this Chapter, public way does not include Lake Michigan.</td>
</tr>
<tr>
<td><strong>LAND ALTERING ACTIVITY.</strong></td>
<td>Any act or process requiring a permit that changes one or more of the historic, cultural, architectural, or archaeological features of an area, district, property, or site, including but not limited to, berming, scraping, leveling, grading, pile driving, excavating, paving, hard scape, and compacting.</td>
</tr>
<tr>
<td><strong>LOCAL HISTORIC DISTRICT.</strong></td>
<td>An identifiable area with definable boundaries designated as &quot;Historic District&quot; by the City Council and in which a significant number of the sites, buildings, structures, or objects have a high degree of historic, cultural, architectural or archaeological significance and integrity. Many of the sites, buildings, structures, or objects included in the district may qualify as landmarks and may or may not be contiguous. For purposes of this Chapter, and unless otherwise expressly provided by Council in the ordinance for designation, all district designations shall presumptively include all of the lot(s) of record associated with sites, buildings, structures, and objects located in the district.</td>
</tr>
<tr>
<td><strong>LOCAL LANDMARK.</strong></td>
<td>A property building, structure, site or object designated as a &quot;landmark&quot; by the Council that has a high degree of historic, cultural, architectural or archaeological significance to the City of Evanston. For purposes of this Chapter and unless otherwise expressly provided by Council in the ordinance for designation, all designations shall presumptively include the lot(s) of record associated with the structure or object designated as a landmark.</td>
</tr>
<tr>
<td><strong>LOT OF RECORD.</strong></td>
<td>Parcel of land that is part of a subdivision, the plat of which has been recorded in the office of the Recorder of Deeds of Cook County, or a parcel of land, the deed to which has been recorded in the office of the Recorder of Deeds of Cook County.</td>
</tr>
<tr>
<td><strong>MEMBERS.</strong></td>
<td>Ex officio and associate members Members of the Evanston Preservation Commission.</td>
</tr>
<tr>
<td><strong>NOMINATOR.</strong></td>
<td>A person or persons or entity who submit a form for the designation of a local landmark or local historic district.</td>
</tr>
<tr>
<td><strong>NONCONTRIBUTING.</strong></td>
<td>A designation applied to a property, site, building, structure, site or object within a district indicating that it is not a representation of the qualities that give the district historic, cultural, architectural or archaeological significance as embodied in the criteria for designating a district.</td>
</tr>
<tr>
<td><strong>OBJECT.</strong></td>
<td>Anything constructed, fabricated or created, the use of which does not require permanent or semi-permanent location on or in the ground, and can be moved from one location to another, including without limitation: ships, boats, railroad cars, automobiles, wagons, tractors, statues and works of art.</td>
</tr>
<tr>
<td><strong>OWNER OF RECORD.</strong></td>
<td>For purposes of this Chapter, owner of record shall mean any person having a legal or equitable interest in a property. The owner of record shall be established by reference to the most current property tax assessment rolls as maintained by the Assessor of Cook County.</td>
</tr>
<tr>
<td><strong>PERSON.</strong></td>
<td>An individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two (2) or more persons One (1) or more individuals or entities having a joint or common interest, or any other legal</td>
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<tr>
<td><strong>entity.</strong></td>
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<tr>
<td><strong>PLAN COMMISSION.</strong></td>
<td>The Evanston Plan Commission.</td>
</tr>
<tr>
<td><strong>PROJECT.</strong></td>
<td>Any alteration, construction, demolition or relocation of an area, property, site, building, structure, site or object.</td>
</tr>
<tr>
<td><strong>PROPERTY.</strong></td>
<td>Land and structures or land and objects identified as a separate lot for purposes of the subdivision and zoning regulations of the City of Evanston. A site, building, structure, or object and any associated land or lot of record.</td>
</tr>
<tr>
<td><strong>RELOCATION.</strong></td>
<td>Any repositioning of a building, structure, or object on its site or to another site.</td>
</tr>
<tr>
<td><strong>REPAIR.</strong></td>
<td>Any change, repair, restoration to an area, property, site, building, structure, site or object that is not alteration, construction, relocation or demolition.</td>
</tr>
<tr>
<td><strong>RULES.</strong></td>
<td>The rules and procedures of the Evanston Preservation Commission.</td>
</tr>
<tr>
<td><strong>SITE.</strong></td>
<td>The location of an event, building, activity, structure, object, activity or event object.</td>
</tr>
<tr>
<td><strong>STRUCTURE.</strong></td>
<td>Anything constructed or erected, the use of which requires, directly or indirectly, a permanent location on or in the ground, including without limitation buildings, garages, fences, gazebos, fountains, solar panels, water features, mechanical equipment, signs, billboards, antennas, satellite sending or receiving dishes or towers, swimming pools, walks, walls, steps, sidewalks and works of art.</td>
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</tbody>
</table>

2-8-3. - EVANSTON PRESERVATION COMMISSION.

(A) Composition.

1. The Evanston Preservation Commission is hereby reestablished, and the same shall consist of up to eleven (11) citizen members, each of whom shall reside in the City, and shall have demonstrated interest, knowledge, ability, and experience or expertise in architectural restoration, rehabilitation or neighborhood conservation or revitalization. The membership positions shall be filled by appointment by the Mayor with the
advice and consent of Council. Each Commissioner shall have one (1) vote.

2. Ex Officio Members and Associates Members.
   (a) In addition to the Commissioners appointed pursuant to Subsection 2-8-3(B), the following persons or their designee shall be deemed ex officio members of the Commission.
      (1) The Mayor.
      (2) A member of the Council.
      (3) A member of the Evanston Plan Commission.
      (4) The Director of the Department of Community and Economic Development Department.
      (5) The City Manager.
      (6) The Director of Public Works Agency.
   (b) The Commissioners may from time to time elect associate members of the Commission utilize the assistance of other residents of the City (including former Members) whose expertise and interest shall be deemed necessary or desirable to further the work of the Commission.
      (1) Associate members shall serve for a period of one year, and shall be eligible for re-election.
      (2) Associate members shall be residents of the City.
   (c) All Ex Officio members (and other associates who are not current Members) shall be nonvoting.

(B) Appointment, Terms, Vacancies and Relocation.
1. Commissioners shall be appointed by the Mayor with the advice and consent of Council for terms of three (3) years. Appointments shall be staggered so that the terms of not more than four (4) Commissioners shall expire in any calendar year. A Commission member may be reappointed only once. When a vacancy is created by the resignation or death of a member prior to the expiration of that member’s term, the member appointed to fill this vacancy shall be appointed to a full term.
2. When a vacancy is created by the removal, resignation, or death of a member prior to the expiration of that member’s term, the member appointed to fill this vacancy shall be appointed to a full term.
2.3. Commissioners shall not be eligible to serve more than two (2) consecutive full terms. Each commissioner serving on the commission at the time of the adoption of this chapter shall be allowed to continue to serve through the end of his/her term.
3. Permanent vacancies on the commission shall be filled by the Mayor with the advice and consent of Council for the unexpired term of the former commissioner.
4. Any commissioner may be removed from office at any time by the Mayor for failure to regularly attend meetings or inattention to duties and responsibilities.

(C) Compensation. Commissioners and members shall serve without compensation.
(D) Officers.
1. Officers of the commission shall consist of a chair, vice chair, and secretary elected by the commissioners at the January meeting of the Commission.

2. The chair, vice chair and secretary and any other officers of the Commission shall be elected by the Commission and shall serve a term of one year and shall be eligible for re-election. The secretary shall keep the minutes and a permanent record of all resolutions, motions, transactions and determinations. Such records, unless exempt from disclosure by legislation, shall be public records open to inspection during working hours upon reasonable notice. The secretary shall publish and distribute copies of the minutes, reports and decisions of the Commission to commissioners and members and to others that have been approved by the Commission. The duties of the secretary may be delegated to the City Manager or his/her designee by the chair, vice chair or a majority of the commissioners.

3. In the absence of the chair, the vice chair shall act as chair and shall have all the powers of the chair. The vice chair shall have such other powers and duties as may from time to time be provided by the rules of the Commission.

4. If an officer’s term expires prior to the annual January election, a new officer will be elected by the commissioners to serve until the annual election of officers.

(E) Meetings, Hearings, Procedures and Decisions.

1. Regular meetings of the Commission shall be held no less frequently than monthly, unless prevented by lack of a quorum or lack of applications for review. Special meetings may be called by the chair or any three (3) commissioners. All meetings, hearings and deliberations shall be open to the public except as may be provided for in the Illinois Open Meetings Act. Testimony at any hearing may be required by the Commission to be given under oath.

2. The Commission shall adopt its own procedural rules for the conduct of its business not inconsistent with the statutes of the state, this Chapter and the Council rules. Such rules shall be filed with the secretary to the Commission and with the City Clerk. Any rule so adopted which relates solely to the conduct of hearings, and which is not required by the statutes of the state or by the City Council or by this chapter, may be waived by the chair upon good cause being shown.

3. The Commission, by its rules, may create a subcommittee structure to enhance efficiency in consideration of Commission business.

4. No motion shall be passed by the Commission which could in any manner deprive or restrict the owner of a property, structure, site or object in its use, alteration, maintenance, disposition or demolition until such owner or their representative shall first have had the opportunity to be heard at a public meeting of the Commission.

5. Every final decision of the Commission and every recommendation it makes to the City Council or its duly authorized committee shall include
written findings of fact, and shall specify the reason or reasons for such
decision or recommendation.

6. The secretary or designated staff shall mail provide notice of any decision
of the Commission to the applicant and any designated interested parties
within five (5) business days of such decision.

7. A quorum shall consist of six (6) a majority of the currently appointed
commissioners for any regular or special meeting. A meeting of the
Commission cannot be called to order without establishment of a quorum.

(F) Conflicts of Interest. No commissioner or member shall participate in the hearing
or disposition of any matter before the Commission in which he/she has a
pecuniary interest. Further, commissioners and members of the commission are
subject to the Evanston code of ethics, as amended, Title 1, Chapter 10 of this
Code.

(G) Powers and Duties. The Commission shall have the following powers and duties:
1. To conduct an ongoing survey to identify historically, culturally,
architecturally and archaeologically significant areas, properties, districts,
sites, buildings, structures, sites and objects.

2. To investigate and make recommendations to the City Council or its duly
authorized committee concerning the adoption of ordinances designating
areas, properties, districts, sites, buildings, structures, sites and objects as
landmarks and districts.

3. To keep a register of all areas, properties, districts, sites, buildings,
structures, sites and objects that have been designated as landmarks or
districts by City Council and by ordinance, including all information
required as part of each designation.

4. To create an appropriate system of plaques for identification of individual
landmarks and make recommendations for the design and
implementation of specific marking of streets and routes leading from one
landmark or district to another, or marking the limits of the district.

5. To advise and assist owners of landmarks and properties, structures, sites
or objects within districts on technical aspects of preservation, renovation,
rehabilitation and reuse, and for procedures for listing in other registers of
significant areas, properties, districts, sites, buildings, structures, sites and
objects, including the National Register of Historic Places.

6. To nominate areas, properties, districts, sites, buildings, structures, sites
and objects to the National Register of Historic Places and to the Illinois
Register of Historic Places or other state or local designation and to guide
owners in the processes of nominating their properties to the National
Register of Historic Places and the Illinois Register of Historic Places or
other state or local designation.

7. To participate in the "Certified Local Government" program of the
National Historic Preservation Act, as amended, and the Illinois State
Historic Preservation Agency Office; and carry out any responsibilities
delegated to the Commission under that program, including review and
comment on any National Register nominations submitted to the
Commission upon request of the Council, attendance at informational and
educational programs sponsored by the Illinois State Historic Preservation Agency, and preparation of an annual report of the activities of the Commission.

8. To inform and educate the citizens of Evanston concerning the historic, cultural, architectural and archaeological heritage of the City by publishing appropriate maps, newsletters, brochures and pamphlets, and by sponsoring programs and seminars.

9. To prepare and distribute application forms for the review of proposed alterations, constructions, demolitions or relocations; to hold meetings and public hearings to review applications for certificates of appropriateness affecting proposed or designated landmarks and districts; to approve or disapprove the issuance of certificates of appropriateness; and to submit written findings regarding any project that is the subject of an appeal from a Commission decision to the Council or its duly authorized committee. To prepare comments on preservation related projects to applications for DAPR or other city internal design review processes.

10. To consider applications for certificates of economic hardship; to hold meetings and public hearings to review applications for certificates of economic hardship affecting proposed or designated landmarks and districts; to approve or disapprove the issuance of certificates of economic hardship and to submit written findings regarding any project that is the subject of an appeal from a Commission decision to the Council or its duly authorized committee.

11. To review applications for certificates of special merit; to hold meetings and public hearings to review applications for certificates of special merit affecting proposed or designated landmarks and districts; and to submit written findings regarding any project that is the subject of an application for a certificate of special merit to the Council or its duly authorized committee.

12. To consider applications for subdivision, re-subdivision or consolidation of areas, properties or sites affecting proposed or designated landmarks and districts; to hold meetings and public hearings to review such applications; and to make advisory recommendations to the council or its duly authorized committee regarding such applications.

13. To review applications for planned developments, major zoning variances, and special uses that affect the exterior of designated landmarks or structures in historic districts and that are visible from the public way, not to include Lake Michigan; to hold meetings and public hearings and/or joint meetings and public hearings with the Plan Commission and/or Zoning Board of Appeals to review applications for planned developments, major zoning variances, and special uses affecting proposed or designated landmarks and districts; and to make advisory recommendations to the Zoning Board of Appeals, Plan Commission and/or the Council or its duly authorized committee regarding the planned development, major zoning variance, or special use application.
14. To develop a description of critical features for review of alteration, construction or relocation of landmarks or properties, structures, or objects in districts consistent with the Secretary of Interior's "Standards For Rehabilitation Or the Treatment of Historic Properties", as amended.

15. To review proposed planned development applications, zoning amendments, applications for conditional uses, applications for zoning variances, or applications for fences that affect proposed or designated landmarks and/or districts.

16. To review and consider applications for landmark rescissions and to submit written findings regarding landmark rescission. The Commission shall consider whether the landmark or district no longer meets the criteria for designation, and make a recommendation to the Council or its duly authorized committee as provided in Subsection 2-8-5(E), including a report concerning whether the landmark or district does or does not continue to retain significance and integrity.

17. To administer, on behalf of the City, any property or full or partial interest in property, including preservation or conservation easements, that the City may have or accept as a gift or otherwise, upon authorization and approval by the Council.

18. To apply for, accept, and administer on behalf of the City such gifts, grants and money as may be appropriate for the purposes of this Chapter, upon authorization and approval by the Council.

19. To call upon available City staff members as well as other experts for technical advice.

20. To testify before all boards and commissions, including DAPR, the Plan Commission and the Zoning Board of Appeals, on any matter affecting historically, culturally, architecturally or archaeologically significant areas, sites, structures and objects.

21. To confer recognition upon the owners of landmarks or properties, structures, sites, or objects within districts or other historic preservation efforts by means of certificates, plaques, markers or awards.

22. To assist in the development, review or amendment of a preservation component in the Comprehensive General Plan of the City.

23. To periodically review the zoning ordinance of the City, and to make recommendations to the Council concerning any amendments appropriate for the protection and continued use of landmarks or properties, structures, sites or objects within districts.

24. To review and comment to the appropriate department or agency concerning City projects or activities affecting landmarks or districts or areas, properties, structures, sites or objects eligible for designation as landmarks or districts.

25. To provide by rules for circumstances under which the City Manager or his/her designee may administratively review and issue certificates of appropriateness for certain routine applications for minor kinds of work...
applications without formal review and approval by the commission itself,
in accordance with the Commission’s rules and procedures.

25.26. To prepare a list of areas, properties, structures, sites or objects eligible
for designation as a landmark or district.

26.27. To adopt its own procedural regulations rules and procedures.

27.28. To file a petition with the Community Development Department requesting
that the Community Development Department proceed to take action
against any owner of record or any other appropriate person or persons in
connection with a landmark or property, structure, site or object within a
district that is reasonably believed to be in violation of the building code of
the City.

28.29. To consider applications for signs affecting proposed or designated
landmarks and districts; to hold meetings and public hearings to review
such applications; and to make advisory recommendations to DAPR the
sign review and appeals board regarding such applications.

29.30. To undertake any other action or activity necessary or appropriate to the
implementation of its powers and duties or to implementation of the
purposes of this Chapter.

2-8-4. - CRITERIA FOR DESIGNATION.
Every nominated landmark or district must meet one or more of the following specified
criteria for designation.

(A) The Commission shall limit their consideration to the following criteria in making
a determination on a nomination of an area, property a district, site, building,
structure, site or object for designation by ordinance as a landmark or historic
district:

1. Its location as a site of a significant historic or prehistoric an event or
activity that is significant to the broad patterns of history of the City, State,
Midwest region, or the United States, which may or may not have taken
place within or involved the use of any existing improvements on the
property;

2. Its identification with a person or persons who significantly contributed to
the historic, cultural, architectural, archaeological or related aspect of the
development of the City, State, Midwest region or the United States;

3. Its exemplification of an architectural type, style, or design, or type of
construction distinguished by innovation, rarity, uniqueness or overall
quality of design, detail, materials or craftsmanship;

4. Its identification as the work of an architect, designer, engineer, developer, or builder whose individual work is significant in the history or
development of the City, the State, the Midwest region or the United
States;

5. Its exemplification of important planning and urban design techniques
distinguished by innovation, rarity, uniqueness or overall quality of design
or detail;
6. Its association with important cultural, social, political, or economic aspects or events in the history of the City, the State, the Midwest region or the United States;
7. Its location as a site of an important historic or prehistoric archaeological resource;
8. Its representation of an historic, cultural, architectural, archaeological or related theme expressed through distinctive areas, properties districts, sites, buildings, structures, sites or objects that may or may not be contiguous;
9. Its unique location or distinctive physical appearance or presence representing an established and familiar visual feature of a neighborhood, community or the City;
10. Its exemplification of a pattern of neighborhood development or settlement significant to the cultural history or traditions of the City, whose components may lack individual distinction.

(B) Integrity of Landmarks and Districts. Any area, property district, site, building, structure, site or object that meets any one or more of the criteria in Subsection 2-8-4(A) shall also have sufficient integrity of location, design, setting, materials, and workmanship to make it worthy of preservation or restoration feeling, and association to convey its historic significance.

2-8-5. - NOMINATION, CONSIDERATION AND DESIGNATION OF LANDMARKS AND DISTRICTS.

(A) Initiation of Nomination. Nomination of an area, property Local nomination of a district, building, structure, site or object for consideration and designation as a landmark or district shall be submitted to the Commission on a form prepared by the Commission, and may be submitted by any of the following:
1. A Commissioner or member of the Commission.
2. A member of the Plan Commission.
3. A member of the Council.
4. The Mayor.
5. Any resident of the City.
6. Any not-for-profit organization with its principal place of business in the City.
7. An owner of record.

(B) Withdrawal of Nomination. A nomination may be withdrawn by the person or persons who submitted the nomination form at any time prior to the Commission scheduling a public hearing under Subsection 2-8-5(C). Requests for withdrawal of a nomination after the Commission schedules a public hearing shall be granted only upon an affirmative vote of at least eight (8) six (6) Commissioners.

(C) Notification of Nomination and Public Hearing.
1. Owners of record shall be notified, by regular mail, of completion and submission of a nomination form within ten (10) fifteen (15) business days of receipt of the nomination.
2. The Commission shall schedule hold a public hearing on the nomination within forty-five (45) ninety (90) days following receipt of the completed
nomination form, subject to continuances granted by the Commission. Notice of the time, place and purpose of such hearing shall be given by the Commission at least five (5) business days prior thereto by the following methods:

(a) By mailing of notification to each owner of record of a nominated landmark or owner of record of a property, structure, site or object in a nominated district; and

(b) By mailing of notification to every association of residents or owners that has registered with the Commission for this purpose.

(D) Procedure. The hearing shall be conducted in accordance with the pertinent Section of the rules of the Commission. The Commission shall consider all testimony or evidence relating to the designation criteria in Subsections 2-8-4(A) and (B), from any person who makes written submissions or appears at the public hearing. The owner of any nominated landmark or of property a building, structure, site, lot of record, or object within a nominated district shall be allowed reasonable opportunity to present testimony or evidence concerning the applicability of the designation criteria in Subsections 2-8-4(A) and (B).

(E) Recommendation by Commission. Within thirty-five (35) seventy (70) days following the close of the public hearing, the Commission shall make a determination upon the evidence as to whether the nominated landmark or district does or does not meet the criteria for designation in Subsections 2-8-4(A) and (B). If the Commission determines that the nominated landmark or district does meet the criteria for designation, the Commission shall direct the City Manager or his/her designee to transmit its recommendation to the Council or its duly authorized committee. Such a recommendation shall be passed by a resolution of the Commission and shall be accompanied by a report to the Council or its duly authorized committee containing the following information:

1. Explanation of the significance or lack of significance of the nominated landmark or district as it relates to the criteria for designation;
2. Explanation of the integrity or lack of integrity of a nominated landmark or district;
3. Identification of critical features of the nominated landmark or areas, properties, sites and objects in a nominated district to provide guidance for review of alteration, construction, demolition or relocation;
4. Proposed design guidelines, if any, for review of alteration, construction, demolition or relocation;
5. A map showing the location of the nominated landmark or the boundaries of the nominated district; and
6. A list, including the address, of every property, structure, site and object in each nominated district classifying each as being of contributing significance or noncontributing significance based on their degree of historic, cultural, architectural or archaeological significance.

If the Commission fails to make its recommendation within thirty-five (35) seventy (70) days following the close of the public hearing or if the Commission finds that the nominated landmark or district does not meet the criteria for designation, the nomination process shall end. If the Commission fails to make its
recommendation within thirty-five (35) seventy (70) days following the close of the public hearing or if the Commission votes not to recommend a proposed designation to the Council or its duly authorized committee, the Commission may not reconsider the proposed designation, except as provided in Subsection 2-8-5(H), for a period of two (2) years from the date of the passage of the thirty-five (35) seventy (70) days from the close of the public hearing or the date of the negative Commission vote, whichever is applicable.

(F) Notification of Commission Recommendation. Notice of the recommendation of the Commission, including a copy of the report, shall be transmitted to the Council or its duly authorized committee and sent by regular mail to the owner of record of a nominated landmark and to all owners of record within a nominated district, and to the nominator within five (5) fifteen (15) business days following adoption of the resolution and report.

(G) Designation by Council.
1. The Council shall, within one hundred twenty (120) days after receiving the recommendations of the Commission regarding the nominated landmark or district, and without further required public hearing, either designate the landmark or district by ordinance or reject designation by resolution. In reaching its decision the Council shall review the evidence and testimony presented to the Commission together with any comment from subsequent public hearings. Should Council fail to reach a decision within one hundred twenty (120) days after receiving the recommendations from the Commission, the interim protection provided under Section 2-8-7 shall no longer be enforceable and the nomination shall be deemed denied.
2. The designation of a nominated local landmark or district, shall require the affirmative vote of a simple majority the members of Council.
3. Notice of the Council's approval of the designation ordinance and effective date of the action of the Council shall be provided by regular mail to the nominator, the owner of record of the nominated landmark, or owners of record of all properties within the nominated district. The notice shall include a copy of the designation ordinance and shall be sent within five (5) fifteen (15) business days following notification of by the Division of Planning and Zoning. A copy of each designation ordinance shall be sent to the Commission, the Plan Commission and the Division of Building and Inspection Services.
4. If the Council has refused to designate a proposed landmark or district, the Commission may not reconsider the proposed designation, except as provided in Subsection 2-8-5(H), for a period of two (2) years from the date of the Council's refusal to designate.

(H) Reconsideration of Previously Nominated Landmarks and Districts. The Commission may reconsider previously nominated landmarks and districts within a period of two (2) years of the Commission's failure to make its recommendation within thirty-five (35) seventy (70) days of the close of the public hearing under Subsection 2-8-5(C) or of the Commission's finding that the
nominated landmark or district does not meet the criteria for designation or of the Council’s refusal to designate the proposed landmark or district only where:

1. Significant new information concerning the previously nominated landmark or district relating to the criteria for designation, under Section 2-8-4, is provided, and

2. The Commission votes by an affirmative vote of at least eight (8) six (6) Commissioners to reconsider the previously nominated landmark or district.

2-8-6. - AMENDMENT AND REVISION OF DESIGNATION.

(A) Designation may be amended or rescinded, only after a period of two (2) years following the designation, upon petition to the Commission and compliance with the same procedures and according to the same criteria set forth herein for designation as follows:

1. Petitions for amendment or rescission of a designation may be submitted by the same persons authorized to submit nominations pursuant to Subsection 2-8-5(A). Petitions for amendment or rescission of a designation shall clearly identify those irreversible alterations occurring subsequent to the date of designation that have affected the significance or integrity of the landmark or district. Petitions shall also identify the new information obtained since the date of designation that has affected the understanding of the significance of the landmark or district.

2. Petitions shall not use the following as justification for amendment or rescission:
   a. Alterations made in accordance with a Certificate of Appropriateness;
   b. Alterations made following appeal to the Council;
   c. Alterations made in accordance with an administrative approval.

2-3. Properly submitted petitions are referred to the Commission for public hearing as provided in Subsection 2-8-5(C).

3. In the case of a rescission of a landmark designation or part or all of a district designation, the Commission shall consider whether the landmark or district no longer meets the criteria for designation, and make a recommendation to the Council or its duly authorized committee as provided in Subsection 2-8-5(E), including a report concerning whether the landmark or district does or does not continue to retain significance and integrity.

(B) The Council shall rescind or amend a designation only after all of the above procedures have been followed. The Council shall rescind a designation only upon a finding that the designated landmark or district no longer meets the criteria for designation in Section 2-8-4.

2-8-7. - INTERIM PROTECTION FOR NOMINATIONS.

(A) An area, property, district, site, building, structure, site or object nominated but not yet designated as a landmark or district shall be subject to all the protection provided by this Chapter at the time of submission of a completed nomination to
the Commission. A certificate of appropriateness shall be required and obtained for any alteration, construction, demolition or relocation affecting the exterior architectural appearance of a nominated landmark, in the same manner as required for designated landmarks. A certificate of appropriateness shall be obtained for every demolition or relocation of a structure in a nominated district in the same manner as required for designated districts.

(B) Alteration, construction, demolition or relocation commenced pursuant to a permit properly issued prior to submission of a nomination to the Commission shall not require a certificate of appropriateness unless such permit has expired, been cancelled or revoked, or the work is not diligently proceeding to completion.

(C) The exceptions to the effects of designation found in Section 2-8-14 shall apply to nominated areas, properties, districts, sites, buildings, structures, sites and objects.

(D) In reviewing applications for certificates of appropriateness affecting nominated landmarks and areas, properties, districts, sites, buildings, structures, sites and objects in districts during the period of interim controls, the Commission shall review such applications based on the criteria set forth in Section 2-8-9.

2-8-8. - CERTIFICATE OF APPROPRIATENESS.

(A) Actions requiring certificate. A certificate of appropriateness shall be required before the following actions affecting the exterior architectural appearance of any landmark or property, structure, site or object within a district may be undertaken:

1. Any alteration, construction or relocation requiring a building permit from the City.
2. Any alteration, construction or relocation that involves the following:
   (a) Replacement of windows or doors.
   (b) Addition or replacement of storm windows or doors.
3. Any demolition in whole or in part or land altering activities requiring a permit from the City.

(B) Applications for certificate of appropriateness.

1. It shall be unlawful to undertake any of the work specified in Subsection (A) of this Section without first obtaining a certificate of appropriateness from the Commission. Applications for a certificate of appropriateness shall be made on a form prepared by the Commission, and shall be submitted to the Commission.

2. Application forms shall be available from the Commission and the Department Division of Building and Property Inspection Services. Applicants may be required to submit plans, drawings, elevations, specifications, and other information as may be necessary for the Commission to adequately review the application.

3. The Commission shall transmit a copy of the application to the Department Division of Building and Property Inspection Services within five (5) business days following receipt of a properly completed application. The Department Division of Building and Property Inspection Services shall not act upon any permit until the Commission has reviewed the application and issued a certificate of appropriateness.
(C) Review by Commission.
1. The Commission shall review the application and vote to issue or deny the application within forty five (45) days following receipt of the application. The time to consider the application may be extended with the consent of the applicant. The secretary of the Commission or designated staff shall notify, by regular mail, the applicant and the owner of record of the time and place of any Commission meeting to consider the application at least five (5) business days prior to the meeting. The applicant or his/her authorized representative shall be allowed to appear and present testimony in regard to the application.
2. The Secretary or his/her designee The City will provide notice, through the use of a third party service, by first class mail to shall also notify, by regular mail, certain affected neighbors of those meetings wherein the Commission shall review applications for Certificates of Appropriateness for any of the following activities: additions to existing structures; construction of new primary structures; relocation of existing primary structures and/or secondary structures; demolition of significant and/or contributing primary structures. Such notice shall be sent to all owners, whose addresses appear on the current tax assessment list as provided by the City, provided by the applicant, of real property located within a radius of two hundred fifty feet (250') of the subject property. Said distance shall include open space, roads, streets, alleys and other rights-of-way. Such notice shall be sent at least five (5) business days prior to the meeting. The applicant must pay any and all fees and postage associated with mailing such notice pursuant to this Section. The City reserves the right to provide the aforementioned notice by first class mail where the Zoning Administrator finds it necessary. The applicant shall pay the City a fee, equivalent to the then-current first class postage rate as determined by the U.S. Postal Service, for each such notice sent. The failure of delivery of such notice shall not invalidate any such hearing.

(D) Approval by Commission. If the Commissioners votes to approve the application, its action shall be the final administrative decision upon the application. The certificate of appropriateness shall be issued to the applicant within five (5) business days following the decision of the Commission. Upon receipt of the certificate of appropriateness the applicant may complete an application to the Department of Community Development and the Planning and Zoning and Department of Building and Property Inspection Services to obtain necessary permits, if any. The certificate of appropriateness shall be valid for a period of one hundred eighty (180) days from the date of issuance by the Commission. Certificates of appropriateness shall not be transferable from the applicant to another subsequent owner of the same property without the consent of the Commission.

(E) Disapproval by Commission. If the Commissioners votes to disapprove the application, the applicant shall be notified within five (5) business days and the notice shall be accompanied by recommendations to the applicant concerning what changes, if any, in the plans and specifications for the proposed alteration,
construction, relocation or demolition would protect the distinctive character of
the landmark or district and that would cause the Commission to consider
approval; reconsider the application. The Commission shall make reasonable
efforts to confer with the applicant, offer technical guidance, and attempt to
resolve differences. The applicant may resubmit an amended application based
upon the recommendations of the Commission.

(F) Administrative approvals. Certificates of appropriateness related to applications
for certain routine or emergency kinds of work applications or minor zoning
variances, as specified by the Commission in its rules, shall be provided upon
review and approval by the City Manager or his/her designee. If the City
Manager or his/her designee disapproves the proposed work, the applicant may
apply to the Commission for review of the application for the certificate of
appropriateness under Subsection (C) of this Section.

(G) Appeals.
1. Any applicant, following a denial of a certificate of appropriateness by the
Commission, may, within thirty (30) days of the denial apply for appeal to
the Planning and Development Committee of the Council.

2. An application for appeal shall be submitted to the Commission on a form
prepared by the Commission. Within five (5) business days of submission
of an application for appeal by the applicant to the Commission, the
Commission shall transmit the application to the Planning and
Development Committee of the City Council.

3. If no motion to accept the application for appeal is made and adopted at
the meeting of the Planning and Development Committee immediately
following receipt of the findings and decision of the Commission and the
application for appeal, the decision of the Commission shall be final and
may be appealed to the Circuit Court of Cook County.

4. If a motion to accept the application for appeal is made and adopted at
the meeting of the Planning and Development Committee held
immediately following receipt of the findings and decision of the
Commission and the application for appeal, the Planning and
Development Committee must affirm, modify or reverse the decision of
the Commission within forty five (45) days of the date of approval of the
motion to accept the appeal.

5. The Planning and Development Committee shall review the appeal solely
on the basis of the record and application of the appropriate standards
included in Section 2-8-9 of this Chapter.

6. Denial or grant by the Planning and Development Committee of a
certificate of appropriateness is considered a final decision and may be
appealed to the Circuit Court of Cook County.

7. The authority to review, grant, and/or deny appeals of certificates of
appropriateness pursuant to this Subsection (G) shall vest in the Planning
and Development Committee so long as the membership of said
Committee consists of all seated Aldermen. Otherwise, said authority
rests with the Council or its duly authorized committee.
2-8-9. - STANDARDS FOR REVIEW OF APPLICATIONS FOR CERTIFICATES OF APPROPRIATENESS.

(A) Standards for review of alteration. In considering an application for a certificate of appropriateness for alteration the Commission shall consider only the following general standards, specific design guidelines, if any, accompanying the ordinance designating the landmark or district, and the standards included in Subsection (E) of this Section. Nothing in this Chapter shall be construed to prevent ordinary maintenance or repairs that do not involve a change of design, material, or the exterior architectural appearance of a property, structure, site or object as long as the prescribed review procedures are followed.

1. Every reasonable effort shall be made to adapt the property, structure, site or object in a manner that requires minimal alteration of the property, structure, site or object and its environment.

2. The distinguishing original qualities or character of a property, structure, site or object and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features shall be avoided whenever possible except when retention represents a hazardous or dangerous condition.

3. All properties, structures, sites and objects shall be recognized as products of their own time. Alterations to sites, buildings, structures, or objects that have no historical basis and that seek to create an earlier appearance shall be discouraged.

4. Changes that may have taken place in the course of time are evidence of the history and development of a property, structure, site or object and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

5. Distinctive stylistic features, materials, finishes, or examples of skilled craftsmanship, or examples of distinctive construction techniques that characterize a property, structure, site or object shall be treated with sensitivity.

6. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other structures or objects.

7. The surface cleaning of buildings, structures, and objects shall be undertaken with the gentlest means possible. Sandblasting shall not be undertaken, nor shall other cleaning methods that will cause damage to the historic materials of the structure, site, or object must not be used.

8. Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to, any project.
9. Contemporary innovative design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historic, cultural, architectural or archaeological material, and such design is compatible with the features, size, scale, proportion, massing, color, material and character of the property, neighborhood or environment.

10. Wherever possible, new additions or alterations to structures and objects shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

(B) Standards for review of construction. In considering an application for a certificate of appropriateness for new construction and additions to existing buildings, the Commission shall consider only the following general standards, specific design guidelines, if any, accompanying the ordinance designating the landmark or district, and the standards included in Subsection (E) of this Section:

1. Height. Height shall be visually compatible with properties, structures, sites, public ways, objects and places to which it is visually related.

2. Proportion of front facades. The relationship of the width to the height of the facades front elevation shall be visually compatible with properties, structures, sites, public ways, objects and places to which it is visually related.

3. Proportion of openings. The relationship of the width to height of windows and doors shall be visually compatible with properties, structures, sites, public ways, objects and places to which the building is visually related.

4. Rhythm of solids to voids in front facades. The relationship of solids to voids in the front facades of a structure shall be visually compatible with properties, structures, sites, public ways, objects and places to which it is visually related.

5. Rhythm of spacing and structures on streets. The relationship of a structure or object to the open space between it and adjoining structures or objects and the setback from the public ways shall be visually compatible with the properties, structures, sites, public ways, objects and places to which it is visually related.

6. Rhythm of entrance porches, storefront recesses and other projections. The relationship of entrances and other projections to sidewalks shall be visually compatible with the properties, structures, sites, public ways, objects and places to which it is visually related.

7. Relationship of materials and texture. The relationship of the materials and texture of the facades shall be visually compatible with the predominant materials used in the existing structures to which it is visually related.

8. Roof shapes and roof mounted equipment. The roof shape of a structure including any roof mounted equipment shall be visually compatible with the structures to which it is visually related.

9. Walls of continuity. Facades and property and site structures, such as masonry walls, fences and landscape masses, shall, when it is a
characteristic of the area, form cohesive walls of enclosure along a street, to ensure visual compatibility with the properties, structures, sites, public ways, objects and places to which such elements are visually related.

10. Scale of a structure. The size and mass of structures in relation to open spaces, windows, door openings, porches and balconies shall be visually compatible with the properties, structures, sites, public ways, objects and places to which they are visually related.

11. Directional expression of front elevation facades. A structure shall be visually compatible with the properties, structures, sites, public ways, objects and places to which it is visually related in its directional character, whether this be vertical character, horizontal character or non-directional character.

12. Original qualities. The For additions to existing structures, the distinguishing original qualities or character of a property, structure, site or object and its environment shall not be destroyed. The alteration of any historic, or material or distinctive architectural features should be avoided when possible.

13. Archaeological resources. Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to any project.

14. Contemporary Innovative design. Contemporary Innovative design for new construction and additions to existing properties shall not be discouraged when such new construction or additions do not destroy significant historic, cultural or architectural material, and such design is compatible with the size, scale, color, material and character of the property, neighborhood or environment.

15. New additions. Wherever possible, new additions to structures or objects shall be done in such a manner that if such additions were to be removed in the future, the essential form and integrity of the structurehistoric property and its environment would be unimpaired.

16. New construction. In considering new construction such as a new free standing structure, the Commission shall not impose a requirement for the use of a single architectural style or period, though it may impose a requirement for compatibility.

17. Signs. Any sign that is readily visible from a public street shall not be incongruous to the historic character of the landmark or the district. Recommendations regarding signs are advisory only and may be referred to the Sign Review and Appeals Board for consideration.

(C) Standards for review of relocation. In considering an application for a certificate of appropriateness for relocation, the Commission shall consider only the following general standards, specific design guidelines, if any, accompanying the ordinance designating the landmark or district, and the standards included in Subsection 2-8-9(E):

1. The historic or urban design character and aesthetic interest Whether the historic or urbanistic character of the existing site or setting would be
negatively impacted by the relocation of the structure or object contributes to its present setting.

2. Whether there are definite plans for the area to be vacated and what the effect of those plans on the character of the surrounding area.

3. Whether the relocation of the structure or object can be accomplished without significant damage to its physical integrity.

4. Whether the proposed relocation area is compatible with the historic, cultural or architectural character of the structure or object.

(D) Standards for review of demolitions. In considering an application for a certificate of appropriateness for demolition, the Commission shall consider only the following general standards and the standards included in Subsection 2-8-9(E):

1. Whether the property, structure or object is of such historic, cultural, architectural or archaeological significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the City and the State.

2. Whether the property, structure or object contributes to the distinctive historic, cultural, architectural or archaeological character of the district as a whole and should be preserved for the benefit of the people of the City and the State.

3. Whether demolition of the property, structure or object would be contrary to the purpose and intent of this Chapter and to the objectives of the historic preservation for the applicable district.

4. Whether the property, structure or object is of such old, unusual or uncommon distinctive design, texture, and/or material that it could not be reproduced without great difficulty and/or expense.

5. Whether the property, structure or object is of such physical condition that it represents a danger and imminent hazard condition to persons or property and that retention, remediation, or repair are not physically possible or require great difficulty and/or expense.

5.6. Except in cases where the owner has no plans for a period of up to five (5) years to replace an existing landmark or property, structure or object in a district, no certificate of appropriateness shall be issued until plans for a replacement structure or object have been reviewed and approved by the Commission.

(E) In addition to the above standards, the Commission shall also consider the Secretary of Interior's "Standards for Rehabilitation the Treatment of Historic Properties," as amended.

2-8-10. - CERTIFICATE OF ECONOMIC HARDSHIP.

(A) Application. Any applicant, following a final decision of the Commission or the Council or its duly authorized committee denying a certificate of appropriateness, may, within thirty (30) days of the denial, make application for a certificate of economic hardship on a form prepared by the Commission and submitted to the Commission. Application forms shall be available from the Commission.

(B) Standard to be Applied. The Commission shall only approve an application for a certificate of economic hardship upon a determination that the denial of the
certificate of appropriateness has resulted in the denial of all reasonable use of and return from the property.

(C) Consideration of Evidence. In applying this standard, the Commission shall consider among other things any evidence presented concerning the following:

1. Any opinions from a licensed structural engineer or licensed architect with experience in renovation, restoration or rehabilitation as to the structural soundness of any structures or objects on the property and their suitability for continued use, renovation, restoration or rehabilitation.

2. Any estimates prepared by a licensed architect or licensed structural engineer, of the cost of the proposed alteration, construction, demolition or relocation and an estimate of any additional cost that would be incurred to comply with the recommendations of the Commission for changes necessary for it to be approved.

3. Any estimates prepared by a realtor licensed by the State or an appraiser certified by the State of the market value of the property in its current condition; after completion of the proposed alteration, construction, demolition or relocation; after any expenditures necessary to comply with the recommendations of the Commission for changes necessary for it to approve a certificate of appropriateness; and in the case of a proposed demolition, after renovation of the existing property for continued use.

4. In the case of a proposed demolition, any estimates, prepared by licensed architects, real estate consultants and appraisers or other real estate professionals licensed or certified by the State and experienced in rehabilitation, as to the economic feasibility of restoration, renovation or rehabilitation of any existing structures or objects.

5. Any and all applicable zoning provisions and incentives.

(D) Information to be Supplied by Applicant. The applicant shall submit by affidavit the following information:

1. The assessed value of the property, structure, site or object for the two (2) most recent assessments.

2. Real property taxes for the previous two (2) three (3) years.

3. The amount paid for the property, structure, site or object by the owner, the date of purchase and the party from whom purchased, including a description of the relationship, if any, between the owner and the person from whom the property was purchased.

4. The current balance of any mortgages or any other financing secured by the property, structure, site or object, and the annual debt service, if any, for the previous two (2) three (3) years.

5. All appraisals obtained within the previous two (2) three (3) years by the owner or applicant in connection with purchase, offerings for sale, financing or ownership of the property, structure, site or object.

6. All listings of the property, structure, site or object for sale or rent, price asked and offers received, if any, within the previous four (4) years.
7. All studies commissioned by the owner as to profitable renovation, rehabilitation or utilization of any structures or objects on the property for alternative use.

8. For income producing property or structures, itemized income and expense statements from the property or structures for the previous two (2)three (3) years.

9. For other non-residential properties, itemized income and expense statements, as well as grants, endowments, and other assets or funding sources.

9-10. Estimates, prepared by general contractors licensed by the City or licensed architects, of the cost of the proposed alteration, construction, demolition or relocation and an estimate of any additional cost that would be incurred to comply with the recommendations of the Commission for changes necessary for it to approve a certificate of appropriateness.

10.11. Form of ownership or operation of the property, structure, site or object whether sole proprietorship, for-profit or not-for-profit corporation, limited partnership, joint venture or other.

11.12. Any other information, documentation or evidence as the Commission determines to be necessary to its application of the standard in Subsection 2-8-10(B).

12.13. Where applicable, the information, evidence or documentation requested by the Commission or provided by the applicant shall bear the imprint of the professional seal of the individual preparing such information, evidence or documentation.

(E) Failure by Applicant to Submit Requested Information. In the event that any of the information required to be submitted by the applicant is not reasonably available, the applicant shall file with the affidavit a statement of the information that cannot be obtained and shall describe the reasons why such information is unavailable.

(F) Public Hearing. The Commission shall hold a public hearing on the application for certificate of economic hardship within thirty five (35) days following receipt of the completed application form and all information required to be submitted therewith.

1. Notice of the time and place of the public hearing shall also state the general nature of the question involved, and shall be given not less than five (5) business days prior to the date of such hearing by the following methods:

(a) By mailing of notification to the applicant and the owner of record of the affected landmark or property, site, building, structure, site or object in a district; and

(b) By mailing of notification to the owners of record of all property within two hundred fifty feet (250') of the affected landmark or property, site, building, structure, site or object in a district; and

(c) By mailing of notification to every association of residents or owners who have registered an association name with the Commission for this purpose; and
(d) By publication in a newspaper of manner available City-wide circulation by either a newspaper or the city website. It shall be the responsibility of the applicant to provide to the Commission, by affidavit, the names and addresses of all owners of record pursuant to Subsection 2-8-10(F)1(b) of this Chapter.

2. The hearing shall be conducted in accordance with the pertinent Section of the rules of the Commission.

3. No member of the Commission absent from the entire hearing shall be eligible to vote on any matter that is the subject of the hearing until such member is provided with copies, transcripts or tapes of all testimony and evidence presented.

4. The Commission may continue a proceeding for such additional time as it reasonably takes an applicant, any other interested person or the Commission to comply with a request for additional information, documentation or evidence.

(G) Determination by the Commission. The determination by the Commission of whether the denial of the certificate of appropriateness has or has not resulted in economic hardship or the denial of all reasonable use of and return from the property shall be made within thirty five (35) business days following the close of the public hearing and submission of all information, documentation or evidence requested by the Commission. The determination shall be accompanied by findings of fact and a report stating the reasons for the decision.

(H) Disapproval by Commission. If the determination of the Commission is to disapprove the application for a certificate of economic hardship, the applicant shall be notified within five (5) business days. The notice shall include a copy of the findings of fact. The Commission’s report will be provided within thirty-five (35) business days following the closing of the public hearing.

(I) Determination of Economic Hardship.

1. If the determination of the Commission is that the denial of the certificate of appropriateness has resulted in the denial of all reasonable use of and return from the property, the Commission shall issue a certificate of economic hardship no later than ninety (90) days following the date of the determination of economic hardship unless during that time the Council approves an incentive plan pursuant to Subsections 2-8-10(J) and (K).

2. A copy of the determination of the Commission together with the findings of fact shall be mailed to the applicant and transmitted to the Council or its duly authorized committee within five (5) thirty-five (35) business days following the determination of economic hardship.

(J) Incentive Plan. The purpose of an incentive plan is to provide a mechanism to allow a reasonable use of and return from the property without the complete or partial alteration or demolition of a landmark or property, structure, site or object in a district. This incentive plan may include, but is not limited to, property tax relief, loans or grants from the City or other public or private sources, acquisition by purchase or eminent domain, building and safety code modifications to reduce the cost of maintenance, restoration, rehabilitation or renovation, changes in applicable zoning regulations including a transfer of development...
rights, or relaxation of the provisions of this Chapter sufficient to allow reasonable use of and return from the property.

(K) City Council Consideration of Incentive Plan.
1. The Commission shall forward a report recommending an incentive plan to the Council or its duly authorized committee. Upon receipt of the report the Council or its duly authorized committee shall give prompt consideration to the incentive plan.
2. The Council shall approve or disapprove the incentive plan allowing the reasonable use of and return from the property within ninety (90) days following determination by the Commission.
3. If the Council does not approve an incentive plan within the time specified, the report and recommendation of the Commission regarding the incentive plan shall be deemed to be denied.
4. A copy of the ordinance enacted by the Council together with the incentive plan, if any, shall be mailed to the applicant and transmitted to the Commission within five (5) business days following the enactment of the ordinance.

(L) Issuance of Certificate of Economic Hardship.
1. Upon receipt by the Commission of a copy of a resolution disapproving an incentive plan, or upon failure of the Council to act to either approve or disapprove an incentive plan pursuant to Subsections 2-8-10(J) and (K), the Commission shall issue a certificate of economic hardship to the applicant within five (5) business days. The certificate of economic hardship for demolition may be subject to conditions for subsequent construction including compliance with the standards included in Section 2-8-9. The certificate of economic hardship shall be valid for a period of one hundred eighty (180) days from issuance by the Commission. Certificates of economic hardship shall not be transferable from the applicant to another subsequent owner of the same property.
2. The Department of Building and Property Inspection Services shall be notified of the decision to issue a certificate of economic hardship within five (5) business days of issuance.
3. A certificate of appropriateness shall be issued to the applicant simultaneously with the delivery of the certificate of economic hardship.
4. Notwithstanding approval of a certificate of economic hardship, no permit for demolition of a landmark or a property, structure or object in a district shall issue except simultaneous to the issuance of a building permit for the replacement property, structure or object.

(M) Appeals.
1. Any applicant or other interested party, following a denial of a certificate of economic hardship by the Commission, may, within thirty (30) days of the denial apply for appeal to the Council or its duly authorized committee.
2. An application for appeal shall be submitted to the Commission on a form prepared by the Commission. Within five (5) business days of submission of an application for appeal by the applicant to the Commission, the
Commission shall transmit the application to the Council or its duly authorized committee.

3. If no motion to accept the application for appeal is made and adopted at the meeting of Council or its duly authorized committee immediately following receipt of the findings and decision of the Commission and the application for appeal, the decision of the Commission shall be final and may be appealed to the Circuit Court of Cook County.

4. If a motion to accept the application for appeal is made and adopted at the meeting of Council or its duly authorized committee held immediately following receipt of the findings and decision of the Commission and the application for appeal, the Council or its duly authorized committee must affirm, modify or reverse the decision of the Commission within forty five (45) days of the date of approval of the motion to accept the appeal.

5. Council or its duly authorized committee shall review the appeal solely on the basis of the record and application of the standards included in Subsection 2-8-10(B).

6. Denial or grant by the Council or its duly authorized committee of a certificate of economic hardship is considered a final decision and may be appealed to the Circuit Court of Cook County.

2-8-11. - CERTIFICATE OF SPECIAL MERIT.

(A) Application. Any applicant, following a final decision of the Commission or the Council or its duly authorized committee denying a certificate of appropriateness, may, within thirty (30) days of the denial, make application for a certificate of special merit on a form prepared by the Commission and submitted to the Commission. Application forms shall be available from the Commission.

(B) Council Determination. A project shall not receive a certificate of special merit unless the Council determines that:

1. The project is consistent with the Comprehensive Plan of the City; and
2. The project is necessary and in the public interest and will provide public and civic benefits, including but not limited to social or other benefits that are significant to the community and particularly desirable at the location proposed. Such benefits that further the general welfare of the residents of the City must substantially outweigh the loss of or the effect upon the affected landmark or property, structure, site or object in a district. Such benefits shall not consist solely of monetary or economic benefits to the City or other parties arising from economic development, property taxes, or other financial returns.

(C) Standard to be Applied. A certificate of special merit shall be approved only on a showing by the applicant that:

1. There is no feasible and prudent alternative site for the proposed project; and
2. Use of the existing landmark or area, property, structure, site or object located in a district for the special merit use is not financially and physically feasible; and
3. The proposed project includes all possible planning to minimize harm to the existing landmark or area, property, structure, size or object in a district resulting from such special merit use.

(D) Public Hearing. Submission of Application for Certificate of Special Merit: Within five (5) thirty-five (35) business days of submission of an application for certificate of special merit the Commission shall transmit the application to the Council or its duly authorized committee.

(E) The Council or its duly authorized committee shall hold a public hearing on the application for certificate of special merit within thirty five (35) days following receipt of the completed application form in accordance with the pertinent Section of its rules and procedures.

1. Notice of the time and place of the public hearing shall also state the general nature of the question involved and shall be given not less than five (5) business days prior to the date of such hearing by the following methods:

(a) By mailing of notification to the applicant and the owner of record of the landmark or property, structure, site or object in a district; and

(b) By mailing of notification to the owners of record of all property within two hundred fifty feet (250') of the landmark or properties, structure, site or object in a district; and

(c) By mailing of notification to every association of residents or owners who have registered an association name with the Commission for this purpose; and

(d) By publication in a newspaper of City-wide circulation.

It shall be the responsibility of the applicant to provide to the Commission, by affidavit, the names and addresses of all owners of record pursuant to Subsection 2-8-11(E)1(b) of this Chapter.

(F) Findings. The Commission shall present written findings at the public hearing addressing the significance of the landmark or area, property, structure, site or object in a district affected by the proposed structure, and the standards for issuance of a certificate of special merit included in Subsections 2-8-11(B) and (C).

(G) Council Action. Within ninety (90) days of the close of the public hearing the Council may approve or deny the application of certificate of special merit. If the certificate of special merit is not acted upon by Council within ninety (90) days of the close of the public hearing, the application for certificate of special merit shall be deemed denied.

(H) Approval of Certificate of Special Merit. Council shall transmit a copy of the ordinance approving a certificate of special merit to the Commission within five (5) fifteen (15) business days following the enactment of the ordinance. The Commission shall issue a certificate of appropriateness within five (5) thirty-five (35) business days after the applicant:

1. Provides the Commission with appropriate documentation completed by a preservation professional of any landmark or property, structure or object in a district that is proposed for demolition, and
2. Completes the review process for construction, under Subsection 2-8-9(B) of this Chapter, with the Commission for the proposed project, or submits to the Commission evidence that the site of the landmark or property, structure, or object in a district is subject to new development as part of a development plan.

(I) Validity. The certificate of special merit shall be valid for a period of one hundred eighty (180) days from issuance by the Council. Certificates of special merit shall not be transferable, without the consent of Council, from the applicant to another subsequent owner of the same property.

(J) Demolition of Landmark. Notwithstanding approval of a certificate of special merit, except as otherwise expressly provided in another provision of this Chapter, no permit for demolition of a landmark or a property, structure or object in a district shall issue except for projects that are part of a development plan, or simultaneous to the issuance of a building permit for the replacement property, structure or object.

(K) Denial of Certificate of Special Merit. Denial or grant by the Council of a certificate of special merit is considered a final decision and may be appealed to the Circuit Court of Cook County.

2-8-12. - REVIEW OF APPLICATIONS FOR SUBDIVISION, RESUBDIVISION OR CONSOLIDATION.

(A) Prior to review of any subdivision, resubdivision or consolidation pursuant to Title 4, Chapter 13 "Subdivisions," Sections 1 through 3, of any landmark, area, property, structure or site in a district, Council or its duly authorized committee shall request a report by the Commission regarding the effect of the proposed subdivision, resubdivision or consolidation on the landmark or district. Review by the Commission shall be advisory.

(B) The Commission shall review the application for subdivision, resubdivision or consolidation based on the following standards:

1. The design of the subdivision, resubdivision or consolidation shall:
   (a) Preserve, adaptively use, or otherwise protect the landmark, or area, property, structure, site or object in the district; and
   (b) Provide the location and design of new structures and objects that are visually compatible with the landmark or area, properties, sites, buildings, structures, sites and objects in the district; and
   (c) Not result in blocking or otherwise obstructing, as viewed from a public street or public way, not to include Lake Michigan, the critical features of the landmark or area, property, structure, site or object in the district; and
   (d) Preserve and protect the critical features of the streetscape associated with the landmark, or area, property, structure, site or object in the district; and
   (e) Not adversely affect traffic patterns, municipal services, adjacent property values, or the general harmony of the District.

2. Alteration, construction, demolition and relocation shall be consistent with Section 2-8-9.
(C) Within thirty five (35) days of the request of the report by Council or its duly authorized committee pursuant to Subsection 2-8-12(A), the Commission shall prepare written findings and, by majority vote, issue to the Council or its duly authorized committee a recommendation on the suitability of creating the proposed subdivision, resubdivision or consolidation.

(D) Based on the recommendations received by Council or its duly authorized committee, Council shall consider whether the proposed subdivision, resubdivision or consolidation is consistent with the standards provided in Subsection 2-8-12(B).

(E) If Council finds that the proposed subdivision, resubdivision or consolidation is not consistent with the standards provided in Subsection 2-8-12(B), the Council may deny the application for subdivision, resubdivision or consolidation.

2-8-13. - REDESIGNATION OF PREVIOUSLY DESIGNATED LANDMARKS AND DESIGNATION OF EXISTING DISTRICTS LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES.

(A) Any areas, properties, structures, sites or objects designated by Council in previous ordinances and resolutions are found to meet the criteria for designation in Section 2-8-4 of this Chapter based on findings of fact submitted to Council in support of said previous designation ordinances and resolutions and are hereby redesignated as landmarks under the provisions of this Chapter. (See Schedule B, "List of Evanston Landmarks," at end of this Chapter.)

(B) The Evanston Lakeshore Historic District listed in the National Register of Historic Places on September 29, 1980, is found to meet the criteria for designation in Section 2-8-4 of this Chapter and is hereby designated as an historic district under the provisions of this Chapter. (See Schedule A, "Map," at end of this Chapter.)

(C) The Evanston Ridge Historic District listed in the National Register of Historic Places on March 3, 1983, is found to meet the criteria for designation in Section 2-8-4 of this Chapter and is hereby designated as an historic district under the provisions of this Chapter. (See Schedule A, "Map," at end of this Chapter.)

(D) The Suburban Apartment Buildings in Evanston, Illinois, Thematic Resources Historic District listed in the National Register of Historic Places in 1984 is found to meet the criteria for designation in Section 2-8-4 of this Chapter and is hereby designated as an historic district under the provisions of this Chapter. (See Schedule B, "List of Evanston Landmarks," at end of this Chapter.)

(E) The Local Northeast Evanston Historic District designated by City Council on May 22, 2000 was found to meet the criteria for designation in Section 2-8-4 of this Chapter and was designated as a historic district under the provisions of this Chapter. (See Schedule A, "Map," at end of this Chapter.)

(F) The Women’s Christian Temperance Union (WCTU) Historic District, designated by City Council on April 13, 2010 was found to meet the criteria for designation in Section 2-8-4 of this Chapter and was designated as a historic district under the provisions of this Chapter. (See Schedule A, "Map," at end of this Chapter.)

2-8-14. - EXCEPTIONS TO ISSUANCE OF CERTIFICATE OF APPROPRIATENESS.
(A) The limitations upon the issuance of demolition permits or building permits in any district or affecting any landmark, shall not apply when alteration, construction, demolition or relocation involved in the permit has been ordered by the Division of Building and Inspection Services for the preservation of the public health or safety.

(B) If the Division of Building and Inspection Services has ordered alteration, construction, demolition or relocation of a landmark or a property, structure or object located within a district, the Commission shall be notified of the proposed alteration, construction, demolition or relocation. If the Commission disagrees with the plan, the Commission shall have the right to delay the proposal sixty (60) days by submitting a delay request. During the delay period, the Commission may develop alternative plans for consideration. If after sixty (60) days no such alternative plans can be developed, the proposed alteration, construction, demolition or relocation may proceed as ordered.

2-8-15. - PENALTIES.

(A) Fines for Violation. Failure to perform any act required by this Chapter or performance of any act prohibited by this Chapter shall constitute a violation. Any person violating any of the provisions of this chapter shall be subject to a fine of up to five hundred dollars ($500.00) for each day on which a violation exists.

(B) Penalty For Willful Violation Or Gross Negligence. In addition to the fines authorized by Subsection (A) of this Section, a person who willfully or through gross negligence violates the provisions of this chapter by participating in alteration, construction, demolition or relocation affecting a property, structure, site or object nominated or designated as a landmark or located in a nominated or designated district without complying with the required procedures in this Chapter for review of such alteration, construction, demolition and relocation, shall not be issued building permits, certificates of occupancy, licenses and curb cut permits for alteration, construction, demolition or relocation affecting such property, structure, site or object for a period of five (5) years following the date of the violation except to correct structural defects affecting the foundation, roof, walls, partitions, floor supports, ceilings and chimneys of the nominated or designated landmark or property, structure, site or object located in a nominated or designated district.

(C) Other Remedies. Notwithstanding the provisions of Subsections (A) and (B) of this Section, the City may institute appropriate proceedings in law and equity to prevent or remedy any violation of the provisions of this Chapter. In the case of willful violation or gross negligence by any person, the City may seek reversal of the prohibited work without regard to economic hardship.

2-8-16. - FEES.

Persons who file applications for review by the historic preservation Commission shall pay an application fee or fees as determined by the type of application(s).

(A) Minor Work On Existing Primary And Accessory Structures: Applicants shall pay a fee of twenty-five dollars ($25.00) one hundred fifty dollars ($150.00) for
applications for minor work on existing primary and accessory structures, including, but not limited to, the following projects:

1. Roof replacement;
2. Replacement of existing windows and doors;
3. Replacement of existing storm windows and storm doors;
4. Replacement of garage/coach house doors;
5. New window and door openings on accessory buildings;
6. New installation or replacement of fences;
7. Repair, restoration and replacement of existing exterior finish materials when such work affects less than twenty five percent (25%) of the finish materials on exterior walls or facades;
8. Replacement of existing exterior stairs and/or steps;
9. Installation of antennas or satellite dishes;
10. Porches: replacement of roof, columns, decks, railings, stairs;
11. Installation of air conditioning units;
12. Installation of arbors and trellises;
13. Installation of exterior lighting fixtures; and

(B) Construction Of Garages And Accessory Structures: Applicants shall pay a fee of thirty dollars ($30.00)three hundred eighty-five dollars ($385.00) for applications for construction of garages and accessory structures, including, but not limited to, the following projects:

1. New garages and coach houses/barns;
2. Porte-cocheres;
3. Storage sheds;
4. New decks and stairs;
5. Freestanding solar panels;
6. Swimming pools;
7. Tennis courts;
8. Basketball courts; and

(C) Major Work; Alterations And Construction: Applicants shall pay a fee of thirty-five dollars ($35.00)three hundred eighty-five dollars ($385.00) for applications for major alterations and construction, including, but not limited to, the following projects:

1. Alterations to the existing primary structures (e.g., new dormers; new window or door openings; changing or altering roof design or pitch; balconies);
2. Construction of additions not greater than twenty five percent (25%) of the building's square footage;
3. Enclosure of existing open porches;
4. Installation of solar panels on existing buildings;
5. Repair, restoration and replacement of existing exterior materials when affecting more than twenty five percent (25%) of the exterior walls or facades;
6. Construction of new driveways;
7. Construction of terraces at grade;
8. Construction of gazebos;
9. Installation of awnings, canopies and signs; and
10. Construction of off street parking.

(D) Construction Of Additions Greater Than Twenty Five Percent Of The Existing Building Square Footage: Applicants shall pay a fee of fifty dollars ($50.00) for applications for construction of new additions greater than twenty five percent (25%) of the existing building square footage, including additions of one or more stories and additions over the existing footprint of buildings.

(E) Construction Of New Primary Structures: Applicants shall pay a fee of seventy five dollars ($75.00) for applications for construction of new primary buildings.

(F) Demolition Of A Landmark Structure: Applicants shall pay a fee of five hundred thousand dollars ($5,000.00) for applications for the demolition of a landmark structure.

(G) Demolition Of Significant Or Contributing Structure: Applicants shall pay a fee of three hundred fifty dollars ($350.00) for applications for the demolition of a significant or contributing structure.

(H) Demolition Of Nonsignificant Or Noncontributing Structure: Applicants shall pay a fee of two hundred fifty dollars ($250.00) for applications for the demolition of a nonsignificant or noncontributing structure.

(I) Rescission Of Landmark Designation: Applicants shall pay a fee of two hundred fifty dollars ($250.00) for applications for the rescission of a landmark designation when the landmark is not demolished.

(J) Post-approval Amendments: Applicants shall pay a fee of twenty five dollars ($25.00) for applications for review of proposed amendments to previously approved projects.

(K) Post-approval Amendments – Minor Work: Applicants shall pay a fee of one hundred fifty dollars ($150.00) for applications for review of proposed minor amendments to previously approved projects.

(L) Nomination of Landmark: Applicants shall pay a fee of one hundred dollars ($100.00) for applications for nomination of a landmark.

2-8-17. - SEVERABILITY.
If any provision or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Chapter which can be given effect without the invalid provision or application, and to this end, the provisions are declared to be severable.
1025 Asbury Avenue
1038 Asbury Avenue
1112 Asbury Avenue
1117 Asbury Avenue
1120 Asbury Avenue
1124 Asbury Avenue
1141 Asbury Avenue
1231 Asbury Avenue
1232 Asbury Avenue
1239 Asbury Avenue
1308 Asbury Avenue
1311 Asbury Avenue
1314 Asbury Avenue
1318 Asbury Avenue
1326 Asbury Avenue
1332-1334 Asbury Avenue
1335 Asbury Avenue
1404 Asbury Avenue
1425-35 Asbury Avenue (Fence only; 1200 Block Lake St.; 1426-36 Ridge Ave.)
1454 Asbury Avenue
1459 Asbury Avenue
1501 Asbury Avenue
1512 Asbury Avenue
1513 Asbury Avenue
1710 Asbury Avenue
1714 Asbury Avenue
1720 Asbury Avenue
1723 Asbury Avenue
1724 Asbury Avenue
1733 Asbury Avenue
1734 Asbury Avenue
1742 Asbury Avenue
1800 Asbury Avenue
1812 Asbury Avenue
1817 Asbury Avenue
1820 Asbury Avenue
1832 Asbury Avenue
1833 Asbury Avenue
1910-12 Asbury Avenue
1916 Asbury Avenue
1918 Asbury Avenue
2142 Asbury Avenue
2146 Asbury Avenue
2231 Asbury Avenue
2319 Asbury Avenue
2769 Asbury Avenue (1234 Isabella St.)
327 Ashland Avenue
914 Ashland Avenue
943 Ashland Avenue
1208 Ashland Avenue
1319 Ashland Avenue
1321 Ashland Avenue
1323 Ashland Avenue
1417 Ashland Avenue
1500 Ashland Avenue
1505 Ashland Avenue
1550 Ashland Avenue
1570-74 Ashland Avenue
1575 Ashland Avenue
1580 Ashland Avenue (1502 Davis St.)
1583 Ashland Avenue
1600-02 Ashland Avenue
1615 Ashland Avenue
1618 Ashland Avenue
1619 Ashland Avenue
1624 Ashland Avenue
1625 Ashland Avenue
1630 Ashland Avenue
1631 Ashland Avenue
2500-16 Ashland Avenue (1601-15 Lincoln Ave.)
305 Barton Avenue
600 Barton Avenue
1701-13 Benson Avenue (1700-04 Sherman Ave.; 801-25 Church St.)
1717 Benson Avenue
2750 Broadway Avenue
2305 Brown Avenue
2326 Brown Avenue
716 Brummel Street
815-17 Brummel Street
819-21 Brummel Street
200 Burnham Place (1224 Sheridan Rd.)
222 Burnham Place
2332 Bryant Avenue
2338 Bryant Avenue
610 Callan Street
630 Central Street
639 Central Street
639 Central Street, rear (630 Clinton Pl.)
720 Central Street
1024-28 Central Street (CTA Station)
1400-06 Central Street
1722 Central Street
1926-28 Central Street
2200 Central Street
2517 Central Street 2519 Central Street
2523 Central Street
2949 Central Street
2153 Central Park Avenue
2236 Central Park Avenue
2310 Central Park Avenue
2411 Central Park Avenue
2435 Central Park Avenue
2518 Central Park Avenue
401 Chicago Avenue (Entry Gate)
1425-35 Chicago Avenue
1450 Chicago Avenue (607 Lake St.)
1468 Chicago Avenue (610 Grove St.)
1501-11 Chicago Avenue (531 Grove St.)
1604-10 Chicago Avenue (601-03 Davis St.)
1702 Chicago Avenue
1724 Chicago Avenue
1730 Chicago Avenue
1810-12 Chicago Avenue
300 Church Street
310 Church Street
404 Church Street
405 Church Street (1704 Judson Ave.)
630-42 Church Street (1633-49 Orrington Ave.)
801-25 Church Street (1700-04 Sherman Ave., 1701-3 Benson Ave.)
1124-36 Church Street (1627-45 Ridge Ave.)
1312 Church Street
1316 Church Street
1330 Church Street
1333 Church Street
1416 Church Street
1427 Church Street
1817 Church Street
411 Clark Street (1800 Sheridan Rd.)
614 Clark Street
816 Clark Street
912-18 Clark Street
1028 Clark Street
3431-33 Clifford Street
630 Clinton Place (639 Clinton Street rear)
724 Clinton Place
726 Clinton Place
802 Clinton Place
806 Clinton Place
811 Clinton Place
107-11 Clyde Avenue (565-69 Howard St.)
1016 Colfax Street
2207 Colfax Street
2525 Colfax Street
2603 Colfax Street
2615 Colfax Street
2733 Colfax Street
2819 Colfax Street
3040 Colfax Street
822 Crain Street
1220 Crain Street
1319 Crain Street
2771 Crawford Avenue
139 Custer Avenue
721-25 Custer Avenue
3312 Dartmouth Place
617-619 Dartmouth Street
210 Davis Street
305 Davis Street
601-03 Davis Street (1604-10 Chicago Ave.)
610-12 Davis Street
630-32 Davis Street
1101-15 Davis Street
1125 Davis Street (1601-11 Ridge Ave.)
1300-02 Davis Street
1306 Davis Street
1315 Davis Street
1316 Davis Street
1322 Davis Street
1326 Davis Street
1332 Davis Street
1401 Davis Street
1414 Davis Street 1502 Davis Street
1522 Davis Street
113 Dempster Street
115 Dempster Street
147 Dempster Street
200 Dempster Street
217 Dempster Street
231 Dempster Street
318-320 Dempster Street
325 Dempster Street
326-28 Dempster Street (1243-49 Judson Ave.)
413-15 Dempster Street
600-10 Dempster Street
910 Dempster Street (1305-11 Maple Ave.)
1311 Dempster Street
1120 Dobson Street
1713 Dobson Street
1600 Dodge Avenue
2009 Dodge Avenue
2763 Eastwood Avenue
900-904 Edgemere Court
911 Edgemere Court
919-21 Edgemere Court
932 Edgemere Court
711 Elgin Road
1415 Elinor Place
1416 Elinor Place
1421 Elinor Place
442-48 Elmwood Street (900-10 Oakton St.) (439-45 Ridge Ave.)
836-38 Elmwood Street
905-15 Elmwood Street
1000 Elmwood Street
1102 Elmwood Street
1106 Elmwood Street
1112 Elmwood Street
1120 Elmwood Street
1308 Elmwood Street
1316 Elmwood Street
1323 Elmwood Street
1335 Elmwood Street
1401-07 Elmwood Street
1423 Elmwood Street
1426 Elmwood Street
1451-57 Elmwood Street
600 Emerson (1876-92 Sheridan Rd.)
618-40 Emerson (1817 Orrington Ave.; 619-47 University Pl.; East Women's Quadrangle)
710-20 Emerson (701-21 University Pl.; 1870 Orrington; West Women's Quadrangle)
711 Emerson Street
1024 Emerson Street
1109 (1111) Emerson Street
1806 Emerson Street
2700 Euclid Park Place
2707 (2741) Euclid Park Place
2738 Euclid Park Place
2749 (2711) Euclid Park Place
2767 Euclid Park Place
2231 Ewing Avenue
2322 Ewing Avenue
410 Florence Avenue
1102 Florence Avenue
1208 Florence Avenue
1428 Florence Avenue
1503 Florence Avenue
701 Forest Avenue
703 Forest Avenue
707 Forest Avenue
731 Forest Avenue
736 Forest Avenue
808-16 Forest Avenue
813-15 Forest Avenue
901 Forest Avenue (231-35 Main St.)
903-05 Forest Avenue
1000 Forest Avenue
1021 Forest Avenue
1025 Forest Avenue
1030 Forest Avenue
1039 Forest Avenue
1043 Forest Avenue
1047 Forest Avenue
1100 Forest Avenue, rear
1101 Forest Avenue (237 Greenleaf St.)
1120 Forest Avenue
1134 Forest Avenue
1140 Forest Avenue
1143 Forest Avenue
1200 Forest Avenue
1203 Forest Avenue
1208 (1210) Forest Avenue
1215 Forest Avenue
1217 Forest Avenue
1218 Forest Avenue
1225 Forest Avenue
1228 Forest Avenue
1230-32 Forest Avenue
1236 Forest Avenue
1243 Forest Avenue
1244 Forest Avenue
1246 Forest Avenue
1304 Forest Avenue
1314 Forest Avenue
1315 Forest Avenue
1318 Forest Avenue
1324 Forest Avenue
1332 Forest Avenue
1404 Forest Avenue
1414 Forest Avenue
1501 Forest Avenue
1509 Forest Avenue
1513 Forest Avenue
1605 Forest Place (flagpole and base)
1616 Forest Place
1622 Forest Place
1632 Forest Place
820 Gaffield Place
909-11 Gaffield Place
1022 Garnett Place
501 Garrett Place (Howes Chapel)
1835 Grant Street
2700 Grant Street
2909 Grant Street
101 Greenleaf Street
124 Greenleaf Street
237 Greenleaf Street (Coach House to 1101 Forest Ave.)
414 Greenleaf Street
800 Greenleaf Street
827 Greenleaf Street
1207 Greenleaf Street
1215 Greenleaf Street
144 Greenwood Street
202 Greenwood Street
214 Greenwood Street
225 Greenwood Street
228 Greenwood Street
235 Greenwood Street
320 Greenwood Street
404 Greenwood Street
416 Greenwood Street
425 Greenwood Street
526 Greenwood Street
1015 Greenwood Street
1022 Greenwood Street
1033 Greenwood Street (1401 Oak St.)
1112 Greenwood Street
1333 Greenwood Street
1506 Greenwood Street
1510 Greenwood Street
405 Grove Street
425 (419-31) Grove Street (1501-07 Hinman Ave.)
531 Grove Street (1501-11 Chicago Ave.)
610 Grove Street (1468 Chicago Ave.)
618-28 Grove Street (1511-21 Sherman Ave.)
1112 Grove Street
1419 Grove Street
205-07 Hamilton Street (1201-13 Michigan Ave.)
208 Hamilton Avenue
225 Hamilton Avenue
421-25 Hamilton Avenue (1203-05 Hinman Ave.)
2035 Harrison Street
2101 Harrison Street
2105 Harrison Street
2306 Harrison Street
2420 Harrison Street
2509 Harrison Street
2514 Harrison Street
2704 Harrison Street
2728 Harrison Street
2940 Harrison Street
2949 Harrison Street
3200 Harrison Street
2325 Hartrey Avenue
2444 Hartrey Avenue
2713 Hartzell Avenue
2736 Hartzell Avenue
3127 Hartzell Avenue
1006 Harvard Terrace
612 Haven Street (2134-44 Sheridan Rd.)
2031 Hawthorne Lane
2646 Highwood Avenue
632-40 Hinman Avenue
651-53 Hinman Avenue
830-56 Hinman Avenue
904-08 Hinman Avenue (501-07 Main St.)
935-37 Hinman Avenue (St. Luke’s Episcopal Church)
936-40 Hinman Avenue (502-12 Lee St.)
1024 Hinman Avenue
1114 Hinman Avenue
1133 Hinman Avenue
1203-05 Hinman Avenue (421-25 Hamilton Ave.)
1220 Hinman Avenue
1221 Hinman Avenue
1224 Hinman Avenue
1231 Hinman Avenue
1241 Hinman Avenue
1302 Hinman Avenue
1314 Hinman Avenue
1409-17 Hinman Avenue
1423 Hinman Avenue
1426 Hinman Avenue
1433 Hinman Avenue
1445 Hinman Avenue
1501-07 Hinman Avenue (419-31 Grove St.)
1509-15 Hinman Avenue
1626-40 Hinman Avenue
1629-31 Hinman Avenue
1707 Hinman Avenue
1719 Hinman Avenue
1745 Hinman Avenue
1810 Hinman Avenue
565-69 Howard Street (107-11 Clyde Ave.)
1001-11 Hull Terrace (356-410 Ridge Ave.)
1035 Hull Terrace
1107 Hull Terrace
1201 Hull Terrace
1208 Hull Terrace
586 Ingleside Park
583 (585) Ingleside Place
621 Ingleside Place
832 Ingleside Place
1234 Isabella Street (2769 Asbury Ave.)
2322 Isabella Street
525 Judson Avenue
534 Judson Avenue
540 Judson Avenue
550 Judson Avenue
634 Judson Avenue
635 Judson Avenue
645 Judson Avenue
704 Judson Avenue
720 Judson Avenue
730 Judson Avenue
735-37 Judson Avenue
807-17 Judson Avenue
822-28 Judson Avenue
940-46 Judson Avenue (400-12 Lee St.)
1024 Judson Avenue
1028 Judson Avenue
1041 Judson Avenue
1045 Judson Avenue
1114 Judson Avenue
1122 Judson Avenue
1130 Judson Avenue
1138 Judson Avenue
1207 Judson Avenue
1208 Judson Avenue
1216 Judson Avenue
1220 Judson Avenue
1236 Judson Avenue
1239-41 Judson Avenue
1243-49 Judson Avenue (326-28 Dempster St.)
1246 Judson Avenue
1301-03 Judson Avenue
1305-07 Judson Avenue
1308 Judson Avenue
1316-18 Judson Avenue
1317 Judson Avenue
1322 Judson Avenue
1325 Judson Avenue
1400-04 Judson Avenue
1412 Judson Avenue
1422 Judson Avenue
1424 Judson Avenue
1427 Judson Avenue
1512 Judson Avenue
1514 Judson Avenue
1615 Judson Avenue
1624 Judson Avenue
1630 Judson Avenue
1704 Judson Avenue (405 Church St.)
204 Lake Street
207 Lake Street
215 Lake Street
216 Lake Street
222 Lake Street
303 Lake Street
314 Lake Street
404 Lake Street
512 Lake Street
607 Lake Street (1450 Chicago Ave.)
1012 Lake Street
1032 Lake Street (1421 Oak Ave.)
1100-08 Lake Street (1426-36 Oak St.) Centennial Fountain and Merrick Rose Garden
1101-11 Lake Street (1450-56 Oak Ave.)
1200 Block Lake Street (fence only; 1425-35 Asbury Ave; 1426-36 Ridge Ave.)
1319 Lake Street
1322 Lake Street
1327 Lake Street
1419 Lake Street
1501 Lake Street
1613 Lake Street
1705 Lake Street
1000 Lake Shore Boulevard
1012 Lake Shore Boulevard
1040 Lake Shore Boulevard
1114 Lake Shore Boulevard
1130 Lake Shore Boulevard
1136 Lake Shore Boulevard
1140 Lake Shore Boulevard
2401 Lawndale Avenue
2410 Lawndale Avenue
2525 Lawndale Avenue
200-12 Lee Street (999 Michigan Ave.)
218-28 Lee Street (936-42 Michigan Ave.)
400-12 Lee Street (940-46 Judson Ave.)
417-19 Lee Street
502-12 Lee Street (936-40 Hinman Ave.)
1021 Lee Street
1113 Lee Street
1227 Leon Place
617 Library Place
625 Library Place
555-59 Lincoln Street (2421 Sheridan Rd.)
640 Lincoln Street
731 Lincoln Street
807 Lincoln Street
815 Lincoln Street
1601-15 Lincoln Street (2500-16 Ashland Ave.)
1705 Lincoln Street
2115 Lincoln Street
2200 Lincoln Street
2212 Lincoln Street
2222 Lincoln Street
2319 Lincoln Street
2405 Lincoln Street
2418 Lincoln Street
2419 Lincoln Street
2424 Lincoln Street
2425 Lincoln Street
2501 Lincoln Street
2510 Lincoln Street
2516 Lincoln Street
2522 Lincoln Street
2610 Lincoln Street
2623 Lincoln Street
2706 Lincoln Street
2727 Lincoln Street
2801 Lincoln Street
2819 Lincoln Street
2905 Lincoln Street
2920 Lincoln Street
2300 Lincolnwood Drive
2320 Lincolnwood Drive
2323 Lincolnwood Drive
2340 Lincolnwood Drive
2409 Lincolnwood Drive
2412 Lincolnwood Drive
2423 Lincolnwood Drive
2426 Lincolnwood Drive
2448 Lincolnwood Drive
732 Madison Street
802 Madison Street
815 Madison Street
834 Madison Street
210 Main Street
227-29 Main Street (904-06 Michigan Ave.)
231-35 Main Street (901-05 Forest Ave.)
501-07 Main Street (904-08 Hinman Ave.)
1014-20 Main Street (843-49 Ridge Ave.)
1126 Main Street
1310 Main Street
1311 Main Street
1408 Main Street
930 Maple Avenue
935 Maple Avenue
1011 Maple Avenue
1014-20 Maple Avenue (843-49 Ridge Ave.)
1024 Maple Avenue
1030 Maple Avenue
1031 Maple Avenue
1045 Maple Avenue
1101-13 Maple Avenue
1115-33 Maple Avenue
1207 Maple Avenue
1209-17 Maple Avenue
1220 Maple Avenue
1232 Maple Avenue
1236 Maple Avenue
1246 Maple Avenue
1305-11 Maple Avenue (910 Dempster St.)
1316 Maple Avenue
1403 Maple Avenue
1411 Maple Avenue
1415 Maple Avenue
1425 Maple Avenue
1449-53 Maple Avenue
1916-18 Maple Avenue
1920-22 Maple Avenue
2030 Maple Avenue
2127 Maple Avenue
2521 Marcy Avenue
548-606 Michigan Avenue
633 Michigan Avenue
641 Michigan Avenue
715 Michigan Avenue
716 Michigan Avenue
720 Michigan Avenue
840 Michigan Avenue
904-06 Michigan Avenue (227-29 Main St.)
915 Michigan Avenue
923-25 Michigan Avenue
936-50 Michigan Avenue (218-28 Lee St.)
999 Michigan Avenue (200-12 Lee St.)
1005 (1003) Michigan Avenue
1010 Michigan Avenue
1022 Michigan Avenue
1026 Michigan Avenue
1030 Michigan Avenue
1032-34 Michigan Avenue
1046 Michigan Avenue
1049 Michigan Avenue
1104 Michigan Avenue
1107 Michigan Avenue
1119 Michigan Avenue
1122 Michigan Avenue
1144 Michigan Avenue
1200 Block Michigan Avenue (Greensward)
1201-13 Michigan Avenue (205-07 Hamilton St.)
1210 Michigan Avenue
1217 Michigan Avenue
714 Milburn Street
720 Milburn Street
826 Milburn Street
815-17 Monroe Street
903 Monroe Street
913 Monroe Street
715 Monticello Place
714-34 Noyes Street
927 Noyes Street
1015 Noyes Street
1117 Noyes Street
1204 Noyes Street
1214 Noyes Street
1304 Noyes Street
2723 Noyes Street
1100 Oak Avenue
1106 Oak Avenue
1115 Oak Avenue
1118 Oak Avenue
1306 Oak Avenue
1401 Oak Avenue (1033 Greenwood St.)
1404-06 Oak Avenue (1401-07 Ridge Ave.)
1417 Oak Avenue
1421 Oak Avenue (1032 Lake St.)
1426-36 Oak Avenue (1100-08 Lake St.; Centennial Fountain and Merrick Rose Garden)
1450-56 Oak Avenue (1101-11 Lake St.)
1505-15 (1505-09) Oak Avenue
1560 Oak Avenue
900-10 Oakton Street (442-48 Elmwood Ave.; 439-45 Ridge Ave.)
1618-26 Orrington Avenue (1609-19 Sherman Ave.)
1633-49 Orrington Avenue (630-42 Church St.)
1856-70 Orrington Avenue (710-20 Emerson St.; 701-21 University Pl.; West Women's Quadrangle)
1871 Orrington Avenue (619-47 University Pl.; 618-40 Emerson St.; East Women's Quadrangle)
1906 Orrington Avenue
1922 Orrington Avenue
2001-03 Orrington Avenue
2032-34 Orrington Avenue
2040 Orrington Avenue
2112 Orrington Avenue
2135 Orrington Avenue
2207 Orrington Avenue
2218 Orrington Avenue
2233 Orrington Avenue
2236 Orrington Avenue
2244 Orrington Avenue
2246 Orrington Avenue
2307 Orrington Avenue
2314 Orrington Avenue
2420 Orrington Avenue
2424 Orrington Avenue
2430 Orrington Avenue
2505 Orrington Avenue
2510 Orrington Avenue
2511 Orrington Avenue
2519 Orrington Avenue
2636 Orrington Avenue
2400 Park Place
2418 Park Place
2502 Park Place
2608 Park Place
2726 Park Place
2726 Payne Avenue
2320 Pioneer Road
2341 Pioneer Road
2444 Pioneer Road
2450 Pioneer Road
2454 Pioneer Road
1450 Pitner Avenue
1460 Pitner Avenue
2417 Prairie Avenue
2675 Prairie Avenue
2708 Prairie Avenue
714 Reba Place
727 Reba Place
816-18 Reba Place
829 Reba Place
436 Ridge Avenue
439-45 Ridge Avenue (900-10 Oakton St.; 442-48 Elmwood St.)
806-16 Ridge Avenue
843-49 Ridge Avenue (1014-20 Main St.)
930 Ridge Avenue
1030 Ridge Avenue
1041 Ridge Avenue
1100 Ridge Avenue
1101 Ridge Avenue
1123 Ridge Avenue
1128 Ridge Avenue
1217 Ridge Avenue
1220 Ridge Avenue
1225 Ridge Avenue
1232 Ridge Avenue
1300-14 Ridge Avenue
1307-13 Ridge Avenue
1333 Ridge Avenue
1401-07 Ridge Avenue (1404-06 Oak Ave.)
1426-36 Ridge Avenue (fence, steps and planter only; 1425-35 Asbury Ave.; 1200 Block Lake St.)
1453 Ridge Avenue
1456 Ridge Avenue
1461 Ridge Avenue
1462 Ridge Avenue
1509-15 Ridge Avenue
1601-11 Ridge Avenue (1125 Davis St.)
1615-25 Ridge Avenue
1622 Ridge Avenue
1627-45 Ridge Avenue (1124-36 Church St.)
1628 Ridge Avenue
1701-13 Ridge Avenue
1740-48 Ridge Avenue
2049 Ridge Avenue
2103 Ridge Avenue
2212-16 Ridge Avenue
2236 Ridge Avenue
2404 Ridge Avenue
2505 Ridge Avenue
2637 Ridge Avenue
2705 Ridge Avenue
935 Ridge Court
1001 Ridge Court
1031 Ridge Court
833 Ridge Terrace
1317 Rosalie Avenue
825 Roslyn Place
1020 Seward Street
1104-06 Seward Street
1108-10 Seward Street
1115 Seward Street
2808 Sheridan Place
2829 Sheridan Place
2831 Sheridan Place
2837 Sheridan Place
2855 Sheridan Place
2856 Sheridan Place
2865 Sheridan Place
2870 Sheridan Place
2881 Sheridan Place
2888 Sheridan Place
470-98 Sheridan Road
707 Sheridan Road
714 Sheridan Road
715 Sheridan Road
732 Sheridan Road
741 Sheridan Road
747-49 Sheridan Road
824 Sheridan Road
850 Sheridan Road
916 Sheridan Road
936 Sheridan Road
946-50 Sheridan Road
1000 Sheridan Road
1001 Sheridan Road
1005 Sheridan Road
1023 Sheridan Road
1030 (1028) Sheridan Road
1031 Sheridan Road
1034 Sheridan Road
1038 (1040) Sheridan Road
1046 Sheridan Road
1103 Sheridan Road
1110 Sheridan Road
1117 Sheridan Road
1130 Sheridan Road
1145 Sheridan Road
1201 (1205) Sheridan Road
1218 Sheridan Road
1224 Sheridan Road (200 Burnham Pl.)
1225 Sheridan Road
1632 Sheridan Road
1800 (1806) Sheridan Road (411 Clark St.)
1845 Sheridan Road (Fiske Hall)
1856-66 Sheridan Road (Levere Memorial Temple)
1875 Sheridan Road (Harris Hall)
1876-92 Sheridan Road (600 Emerson St.; Scott Hall; Cahn Auditorium)
1897 Sheridan Road (University Hall)
1905 Sheridan Road (Laurie Mae Swift Hall)
1908 Sheridan Road
1945 Sheridan Road (Deering Library)
2033 Sheridan Road (Hurst Hall)
2037 Sheridan Road (Swift Hall)
2101 Block Sheridan Road, Shakespeare Garden
2113-21 Sheridan Road (Garrett Seminary)
2131 Sheridan Road (Dearborn Observatory)
2134-44 Sheridan Road (612 Haven St.; Seabury Western)
2253-2313 Sheridan Road (North Quad Fraternity Houses)
2405 Sheridan Road (Patten Gym)
2421 Sheridan Road (555-59 Lincoln St.; Evanston Water Works)
2437 Sheridan Road
2535 Sheridan Road (Gross Point Lighthouse)
2603 Sheridan Road (Evanston Art Center)
2609 Sheridan Road
2681 Sheridan Road
2726 Sheridan Road
2735 Sheridan Road
2750 Sheridan Road
2769 Sheridan Road
524 (522) Sheridan Square
530 Sheridan Square
554-602 Sheridan Square
618 Sheridan Square
620-38 Sheridan Square
641 Sheridan Square
642 Sheridan Square
929 Sherman Avenue
1019 Sherman Avenue
1021 Sherman Avenue
1045 Sherman Avenue
1204 Sherman Avenue
1206 Sherman Avenue
1511-21 Sherman Avenue (618-28 Grove St.)
1578 Sherman Avenue
1609-19 Sherman Avenue (1618-26 Orrington Ave.)
1700-04 Sherman Avenue (801-09 Church St.; 1703-13 Benson Ave.)
1830 Sherman Avenue
1929-31 Sherman Avenue
2000 Sherman Avenue
2036 Sherman Avenue
2212-26 Sherman Avenue
2233 Sherman Avenue
2235 Sherman Avenue
2319 Sherman Avenue
810 Simpson Street
911 Simpson Street
1232 Simpson Street
1611 Simpson Street
511 South Boulevard, South Boulevard El Station
814 South Boulevard
2524 (2522) Thayer Street
2810 Thayer Street
619-47 University Place (1871 Orrington Ave.; 618-40 Emerson St.; East Women's Quadrangle)
700 University Place
701-21 University Place (1850-70 Orrington Ave.; 710-20 Emerson St.; West Women's Quadrangle)
716-22 University Place (Old Music Hall)
810-12 Washington Street
1125 Washington Street
1303 Washington Street
324-42 Wesley Avenue
333 Wesley Avenue
1008 Wesley Avenue
1136 Wesley Avenue
1400 Wesley Avenue
1413 Wesley Avenue
1424 Wesley Avenue
1601 Wesley Avenue
1602 Wesley Avenue (1401 Davis St.)
1606 Wesley Avenue
1612 Wesley Avenue
1621 Wesley Avenue
1624 Wesley Avenue
1627 Wesley Avenue
1632 Wesley Avenue
1710 Wesley Avenue
1721 Wesley Avenue
1727 Wesley Avenue
1743 Wesley Avenue
1805 Wesley Avenue
1814 Wesley Avenue
2107 Wesley Avenue
2135 Wesley Avenue
Calvary Cemetery Gate (401 Chicago Ave.)
Centennial Fountain and Merrick Rose Garden (1100-08 Lake St.; 1426-36 Oak Ave.)
Flagpole Monument (Patriot's Park; 1605 Forest Pl.)
Greensward (1200 Block Michigan Ave.)
Horse Trough (Yerkes Fountain) (Sheridan at Clark)
Patten Fence, steps and planter (1200 Block Lake St.; 1425-35 Asbury Ave.; 1426-36 Ridge Ave.)
Rookwood Apartments Garden (714 Noyes St.)
2101 Block Sheridan Road (Shakespeare Garden)

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance must be in full force and effect after its passage, approval, and publication in a manner provided by law.

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity
must not affect other provisions or applications of this ordinance that can be given
effect without the invalid application or provision, and each invalid provision or invalid
application of this ordinance is severable.

Introduced:___________________, 2018
Adopted:___________________, 2018

Approved:___________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

_______________________________
Devon Reid, City Clerk

_______________________________
W. Grant Farrar, Corporation Counsel
MEETING MINUTES (EXCERPT)
EVANSTON PRESERVATION COMMISSION

Tuesday, March 13, 2018,
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2800
7:00 P.M.

Members Present: Elliott Dudnik, Julie Hacker, Ken Itle, Jamie Morris, Suzi Reinhold, Tim Schmitt, Mark Simon, Karl Vogel and Diane Williams

Members Absent: Sally Riessen Hunt and Robert Bady

Staff Present: Scott Mangum, Planning & Zoning Administrator
Carlos Ruiz, Senior Planner/Preservation Coordinator

Presiding Member: Diane Williams, Chair

CALL TO ORDER / DECLARATION OF QUORUM

The meeting was called to order at 7:07 pm with a quorum present

COMMITTEE REPORTS (Working Groups)


Carlos Ruiz said that Mario Treto, Assistant City Attorney, received edits and comments from Commissioners about the proposed Ordinance 29-O-18. Mr. Treto had indicated to City staff, that the language of some of the edits was adjusted, so that it would be consistent with the language in the City Code.

Commissioners agreed to submit to City staff additional minor edits or comments if necessary. City staff would incorporate them when appropriate and as needed.

Commissioner Simon made a motion to approve the re-written Ordinance as submitted, subject to final corrections (29-O-18 An Ordinance Amending Title 2, Chapter 8 of the Evanston City Code, “Historic Preservation”), seconded by Commissioner Itle. The motion passed. Vote: 9 ayes, 0 nays.

The Commission’s recommendation will be brought to City Council for approval.

The meeting was adjourned at 9:56 pm.
Respectfully Submitted,

Carlos D. Ruiz
Senior Planner/Preservation Coordinator
To: Honorable Mayor and Members of the City Council  
Planning and Development Committee

From: Erika Storlie, Assistant City Manager/Acting Community Development Director  
Scott Mangum, Planning and Zoning Administrator  
Meagan Jones, Neighborhood and Land Use Planner

Subject: Ordinance 47-O-18  
Revision to Coach House Definition  
18PLND-0013

Date: March 29, 2018

Recommended Action:
Staff recommends adoption of Ordinance 47-O-18, amending the Zoning Ordinance to modify the definition of a Coach House. A previous version of the proposed text amendment did not receive a recommendation from the Plan Commission. Ordinance 47-O-18 was introduced at the April 23, 2018 City Council meeting.

Livability Benefits  
Built Environment: Support Housing Affordability.

Background
At the January 29, 2018 City Council meeting, the Council made a referral to the Plan Commission to change current zoning regulations to allow the rental of existing accessory dwelling units to individuals who are not members of the family living in the primary dwelling unit. This followed an October 2017 Planning & Development Committee discussion regarding ways to address the shortage of housing affordable to low, moderate and middle income households.

Accessory dwelling units can currently be detached as coach houses or backyard cottages. Recent and current staff interpretation of the Zoning Ordinance is that Coach Houses, commonly found in Evanston, are allowed as Accessory Dwelling Units to Single-Family Residences per 6-4-6-3 (Allowable Accessory Uses and Structures). However, as these units are accessory to the Primary Use (Single-Family House) they are limited to being occupied by a family member, household worker, or similar relationship and are therefore not allowed to be rented out to the general public.
Proposal Overview
At the Plan Commission meeting, staff proposed to amend the definition of a coach house with regards to unrelated tenants as described below:

Section 6-18-3 Definitions.

| COACH HOUSE: | A secondary or accessory dwelling located on the same zoning lot as the principal dwelling unit. Tenants of coach houses may be unrelated to the owners of the principal residential structure. |

Following Plan Commission discussion, including concerns about the consequences of additional coach house construction due to profit motive, staff is proposing a revised text amendment to clarify that only one coach house/accessory dwelling unit would be allowed per Single-Family Residence and that it would include a garage per the historical origins of the term.

Section 6-18-3 Definitions.

| COACH HOUSE: | A single detached secondary or accessory dwelling located on the same zoning lot as the principal dwelling unit including a garage. Tenants of coach houses may be unrelated to the owners of the principal residential structure. A maximum of one coach house is allowed per Single-Family Detached Dwelling. |

This proposed text amendment would apply to all coach houses. Each dwelling unit on a subject property would be able to house up to 3 unrelated persons. If desired, in the future additional regulations could be considered, including parking requirements and limits on short-term/vacation rentals of those units.

Legislative History
March 14, 2018 – The Commission voted, 4-4, on a motion to recommend approval of the text amendment. The project therefore, comes to City Council without a recommendation. The vote was incorrectly tabulated as approved, 4-3, during the meeting.

Attachments
Proposed Ordinance 47-O-18
Link to Plan Commission Packet for 3/14/2018
Draft Plan Commission Minutes Excerpt for the 3/14/2018 Meeting
AN ORDINANCE

Amending the Definition of “Coach House,” in City Code Section 6-18-3 of the Evanston City Code

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

SECTION 1: The definition of “Coach House” in City Code Section 6-18-3 of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

| COACH HOUSE: | A single detached secondary or accessory dwelling located on the same zoning lot as the principal dwelling unit including a garage. Tenants of coach houses may be unrelated to the owners of the principal residential structure. A maximum of one coach house is allowed per Single-Family Detached Dwelling. |

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 4: The findings and recitals herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
SECTION 5: Ordinance 47-O-18 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018

Adopted: _________________, 2018

Approved: _________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest: _________________

Approved as to form:

______________________________
Michelle M. Masoncup, Interim City Attorney
MEETING MINUTES
PLAN COMMISSION
Wednesday, March 14, 2018
7:00 P.M.

Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Colby Lewis (Chair), Patrick Brown, Terri Dubin, Carol Goddard, George Halik, Peter Isaac, Andrew Pigozzi, Jolene Saul

Members Absent: Simon Belisle

Staff Present: Melissa Klotz, Zoning Planner
Scott Mangum, Planning and Zoning Administrator
Mario Treto, Assistant City Attorney

Presiding Member: Colby Lewis, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM

Chairman Lewis called the meeting to order at 7:00 P.M.

2. APPROVAL OF MEETING MINUTES: February 21, 2018

Chair Lewis provided a minor edit to the minutes. Commissioner Pigozzi made a motion to approve the minutes from February 21, 2018 as edited. Commissioner Saul seconded the motion. A voice vote was taken and the minutes were unanimously approved with the minor edit, 8-0.

3. NEW BUSINESS

   B. TEXT AMENDMENT 18PLND-0013
   Coach House Definition
   A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning, to revise the definition of a coach house.

   Mr. Mangum explained the text amendment was a City Council referral, and the proposed text amendment modifies the definition of a coach house so that a coach house could be rented out to a separate tenant unrelated to the owners of the principal structure.

   Chair Lewis opened the hearing to questions from the public. One person, Birch Berdhardt spoke stating that the proposed regulation does not discuss affordability at
all. In talking with Housing staff, coach houses could provide a great deal of affordable
units. She then asked if that is possible. Mr. Mangum explained that City Council did not
provide direction regarding affordability or restricting income levels so, while it is not
proposed at this time, it could be considered in the future.

Chair Lewis opened the hearing to questions from the Commission. Ms. Goddard asked
if there is a limit to the number of tenants that could live in the structure, and if there is a
definition of dwelling. Mr. Mangum responded each dwelling unit on the property could
have a family that complies with the definition of family (no more than 3 unrelated). A
dwelling unit is defined by having cooking and eating, sleeping, and living
accommodations.

Mr. Pigozzi asked what the new limit would be – could someone tear down their garage
and build a new one with an apartment above it in an R1 District? That would change
the nature of the R1 District. Mr, Mangum explained yes, one could do that. Currently
you could build the same but only be used by a family member (per the definition of
family).

Mr. Isaac noted accessory structures are limited to 20 feet in height so that in itself may
prevent new coach houses from being constructed.

Mr. Brown asked how the City currently polices coach houses, and Mr. Mangum
explained currently it is on a complaint basis and is handled by Zoning staff and
Property Standards staff.

Ms. Saul asked if rented coach houses will have to be registered as rentals, and Mr.
Mangum said he believes so.

Chair Lewis noted this change will create a profit availability that could change
neighborhoods. Are there limitations to how many per property, etc? Mr. Mangum
stated that no additional limitations are proposed regarding the number of units allowed
per block but current existing regulations would still provide limitations on the size,
required parking, etc.

Commissioner Pigozzi made a motion to recommend that the proposed
amendment be rejected. Commissioner Isaac seconded the motion.

A roll call vote was taken and the motion failed with a tie vote, 4-4.

Ayes: Brown, Dubin,, Isaac, Pigozzi.
Nays: Goddard, Halik, Lewis, Saul.

The vote was incorrectly tabulated to fail 4-3 during the meeting.
Commissioner Halik made a motion to recommend that the proposed amendment be adopted. Commissioner Saul seconded the motion.

A roll call vote was taken and the motion failed with a tie vote, 4-4.

Ayes: Goddard, Halik, Lewis, Saul.
Nays: Brown, Dubin, Isaac, Pigozzi.

The vote was incorrectly tabulated as approved 4-3 during the meeting.

The text amendment will move forward to City Council without a recommendation.

4. OTHER BUSINESS

There was no other business.

5. PUBLIC COMMENT

There was no public comment.

6. ADJOURNMENT

Commissioner Goddard made a motion to adjourn the meeting. Commissioner Saul seconded the motion.

A voice vote was taken and the motion was approved by voice call 8-0. The meeting was adjourned at 9:15 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
Memorandum

To: Members of the Planning and Development Committee

From: Erika Storlie, Assistant City Manager/Acting Community Development Director
Scott Mangum, Planning and Zoning Administrator
Sarah Flax, Housing and Grants Administrator
Savannah Clement, Housing Policy and Planning Analyst

Subject: Three Unrelated Rule: Definition of Family and Regulations Regarding Occupancy of Dwelling Units

Date: May 8, 2018

Recommended Action:
Staff requests direction on next steps relating to the Zoning Code definition of “Family” and related regulations on occupancy of dwelling units, commonly known as the three-unrelated rule. City Council referred discussion of this subject to the Planning and Development Committee at its meeting on April 30, 2018.

Funding Source: N/A

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

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

Discussion:
The Zoning Ordinance currently regulates the Occupancy of Dwelling Units in part by the zoning definition of Family. The “three unrelated rule” is difficult to enforce and impacts affordable housing options, particularly for seniors, immigrants and households of unrelated persons that are very common in Evanston. It limits home sharing, which can provide affordable housing in existing underutilized structures such as single family homes designed for large families/households but occupied by a senior, and provides additional income to enable owners living on a fixed income to pay property taxes and other expenses.
At its meeting on April 30, 2018, City Council began discussion of the current implications of this definition and possible modifications, including repeal of the restriction that no more than three (3) unrelated persons may live together as a single housekeeping unit, or household, in a dwelling unit and amending the existing language to allow a larger number of unrelated persons as an interim step.

Summary
The current definition of Family contained in the Zoning Code is:

6-18-3. - DEFINITIONS.

<table>
<thead>
<tr>
<th>FAMILY:</th>
<th>(A) Type (A) Family: One (1) or more persons related by blood, marriage, or adoption living together as a single housekeeping unit in a dwelling unit.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(B) Type (B) Family: Two (2) unrelated persons and their children living together as a single housekeeping unit in a dwelling unit.</td>
</tr>
<tr>
<td></td>
<td>(C) Type (C) Family: A group of not more than three (3) unrelated persons living together as a single housekeeping unit in a dwelling unit.</td>
</tr>
<tr>
<td></td>
<td>(D) Type (D) Family: A group of two (2) or more persons containing within it one (1) or more families, as defined in Subsections (A) and (B) of this definition, including a husband and wife married to one another and their children, as well as adults, living together in a dwelling unit as a single housekeeping unit and management, in premises in which the adult occupants are affiliated with a bona fide not for profit corporation organized for religious purposes chartered by the state of Illinois, that owns or rents the property and has been in existence for at least five (5) years prior to seeking certification by the director of planning and zoning as provided herein; provided, that in no case shall the total occupancy of the dwelling unit exceed two (2) persons per bedroom, nor shall the premises be utilized for religious public assembly. This type (D) family may occupy a dwelling unit only in accordance with the procedures in Section 6-4-1-14 of this Title.</td>
</tr>
</tbody>
</table>

"Family" shall not be construed to mean a club, a lodge or a fraternity/sorority house.

This definition is lengthy and confusing and does not account for the many different types of families/households that exist today. There are many households including but not limited to unmarried couples, same-sex couples, extended families with elderly parents or multiple generations residing together, and adults caring for children who are not related to them, etc.
Staff proposes defining occupancy based on household rather than family using the following definition:

**HOUSEHOLD:** One or more persons living together as a single housekeeping unit in a dwelling unit regardless of blood, adoption, or marital relationships. “Household” shall not be construed to mean a club, lodge, rooming house, fraternity house or sorority house.

The Occupancy of Dwelling Units is more difficult to properly amend. Careful consideration should be given to the implications of this regulation. The current regulations stated in Zoning Code Section are as follows:

**6-4-1-14. - OCCUPANCY OF DWELLING UNITS.**

No dwelling unit shall be occupied by more than one (1) type (A), type (B), or type (C) family, as defined in Chapter 18, "Definitions," of this Ordinance except as hereinafter provided:

(A) Upon written application to the Zoning Administrator, certification of approval shall be issued or occupancy for a dwelling unit by a type (D) family in all districts where dwelling units are allowed, except the R1 and R2 districts, provided that the application establishes that the occupancy conforms with the definition of a type (D) family. The members of a type (D) family household shall not keep or store more than one (1) motor vehicle for each such dwelling unit or for each off-street parking space lawfully existing in connection with such dwelling unit, whichever is greater. Certification would be revoked at any time the occupancy or off-street parking no longer conforms to the definition of a type (D) family, or if a request for current records is not answered so as to establish that the type of ownership complies with the definition of a type (D) family.

(B) No dwelling unit which contains less than one thousand (1,000) square feet of floor area shall be used to provide living quarters for roomers, servants or permanent guests. Where the floor area of a dwelling unit exceeds one thousand (1,000) square feet and the family occupying the dwelling unit is a type (A) or type (B) family then the dwelling unit may also be used for living quarters for not more than two (2) servants, roomers, or permanent guests, provided that the living quarters are located within the dwelling unit as a physically integral part.

The Occupancy of Dwelling Units should reflect the size and spatial layout of a dwelling unit rather than the relationships of the occupants. Regulation of the Occupancy of Dwelling Units should be consistent, regardless of tenure. One option is to use the occupancy standards in the Property Maintenance Code, which establishes occupancy limits using total square footage, the number of bedrooms and the size of each bedroom. Any occupancy standard must not conflict with the Building Code and must uphold fair housing laws.

With regulations similar to the Property Maintenance Code, the Zoning Ordinance would ensure a housekeeping unit does not exceed safe occupancy standards within one dwelling unit, while allowing for the varied and ever changing family/household types that exist in today’s society.
Rooming houses fall into the category of Lodging Establishments in City code and their occupancy is based on the number and size of rooms to be occupied as sleeping rooms as shown below:

CHAPTER 2 - LODGING ESTABLISHMENTS.

5-2-1. - APPLICABILITY OF PROVISIONS.
This Chapter shall apply to any building, structure or portion thereof which is equipped to provide for compensation lodging rooms or rooming units to three (3) or more persons unrelated to the owner or operator of the building or structure. This shall include, but not be limited to, the following: apartment hotel, boarding house, dormitory, fraternity, furnished rooming house, hotel, lodging house, private club, retirement hotel, rooming house or sorority.

For the purpose of this Chapter, rooming units and lodging rooms are defined in Section 6-18-3 of the Evanston Zoning Code.

5-2-6. - ROOMING HOUSES; REQUIREMENTS AND STANDARDS.

Every provision of this Chapter which applies to rooming houses shall also apply to hotels, except to the extent that any such provision may be found in conflict with the laws of the State.

(A) At least one flush water closet, lavatory basin and bathtub or shower, properly connected to a water and sewer system approved by the Director of Community Development and in good working condition, shall be supplied for each six (6) persons or fraction thereof residing within a rooming house including members of the operator's family whenever they share the use of such facilities, provided that in a rooming house where rooms are let only to males, flush urinals may be substituted for not more than one-half (½) of the required number of water closets. All such facilities shall be so located within the dwelling as to be reasonably accessible to all persons sharing such facilities from a common hall or passageway. Every lavatory basin and bathtub or shower shall be supplied with hot water at all times. No such facilities shall be located in a basement except by written approval of the Director of Community Development.

(B) The operator of every rooming house shall change supplied bed linens and towels therein at least once each week, and prior to the letting of any room to any new occupant. The operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.

(C) Every room occupied for sleeping purposes shall contain the following floor space:

<table>
<thead>
<tr>
<th>One person ......</th>
<th>70 square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than one person ......</td>
<td>50 square feet per occupant</td>
</tr>
</tbody>
</table>

(D) Every rooming unit shall have safe, unobstructed means of egress leading to safe and open space at ground level as required by the laws of the State and the City.

(E) The operator of every rooming house shall be responsible for the safe and sanitary maintenance of all walls, floors and ceilings and for the maintenance of a sanitary condition in every other part of the rooming house. The operator shall be further responsible for the safe and sanitary maintenance of the entire premises where the entire structure or building is leased or occupied by the operator.

Current zoning code stipulates that rooming houses are a special use in all multi-family residential districts, and are not at all permissible in any other district. Many of Evanston’s existing rooming houses are more accurately described as dormitories or fraternities and do not have special use status because they were in existence prior to the adoption of the zoning code and are considered legal nonconforming uses. Many of these structures look like single family homes, but rent by the room with shared kitchens and common areas.
In order for rooming houses to be an effective way of addressing the need for affordable housing, changes would be required, including allowing them in more zoning districts without special use approval. Rooming house regulations are based on a housing type from over a century ago and could be reviewed and updated based on the needs of people seeking alternatives to renting a standard dwelling unit. For instance, the current requirement to provide clean linens and towels weekly may no longer be wanted.

Attachments

Map of Evanston Rooming Houses
Memorandum

To: Honorable Mayor and Members of the City Council
From: Erika Storlie, Acting Community Development Director
        Paul Zalmezak, Economic Development Manager
Subject: Small Business Workforce Development Funding Request from Evanston Rebuilding Warehouse
Date: May 11, 2018

Recommendation
Staff and Economic Development Committee recommend approval of financial assistance to Evanston Rebuilding Warehouse in an amount not to exceed $15,000 to help facilitate job training and placement opportunities for primarily low- and moderate-income trainees in environmentally sustainable deconstruction methods. Evanston Rebuilding Warehouse is seeking a modification to the program guidelines seeking to be funded at the completion of the training program instead of being reimbursed upon placing trainees in a job for 90 days.

Funding Source:
Funding will be from the Economic Development Division Workforce Development Fund (Account 100.21.5300.62663). The City Council approved a budget of $100,000 for this account for FY2018. To date, $75,000 has been committed to Blue1647 leaving $25,000 for additional proposals. If approved, $10,000 will remain for 2018.

Livability Benefits:
Economy & Jobs: retain and expand local businesses, expand job opportunities, develop workforce and green jobs.

Summary
As summarized in the attached application, the Evanston Rebuilding Warehouse (ERW) is seeking up to $15,000 from the City of Evanston Small Business Workforce Development for their 2018 “green workforce training program”. Started in 2014, the program focuses on deconstruction as a way to provide career training and to keep waste from landfills. Deconstruction is the act of dismantling a building’s components for reuse, repurposing, recycling, etc. The program will assist up to five employees who will receive the following training and certifications through the program:
The ERW developed the program to provide training and a path to employment for members of the community who have had challenges and have difficulty obtaining traditional employment. The program’s “green” focus is timely as it is environmentally conscious and addresses current “green” building standards and techniques, including Cook County’s Demolition Debris Diversion Ordinance which requires 70% of debris to be diverted from landfill.

The ERW describes their program as “a 7-month-long intensive and comprehensive experience that incorporates classroom learning and on-the-job training. Participants are trained on how to use deconstruction tools and techniques, and also learn the "soft skills" that help them manage their professional and personal lives.” ERW estimates trainees spend about 20 percent of their time in classrooms and 80 percent doing on-the-job training at deconstruction sites. Classroom training will be held at 1817 Church Street in Evanston, while on the job training will occur on deconstruction sites in Evanston, Wilmette, Winnetka, Glencoe, Glenview, Northbrook, Kenilworth, Chicago, and Highland Park.

ERW trainees’ classroom time involves community experts who teach and mentor the trainees in Construction Safety, Deconstruction Competencies, Health & Wellness, Financial Literacy, and Job Readiness including resume development and professional behavior.

This program is collaborative with community partners that assist with recruitment and support of trainees, teaching classes, and job placement. These partners include the Building Materials Reuse Association, Y.O.U., Moran Center, PEER Services, Curt's Cafe, First Bank & Trust, Howard Area Community Center, National Able Network, and OAI.

ERW has received funding for this program in the past from Evanston Community Foundation, CDBG, and Lighthouse Rotary Club. This is the first time seeking funding through the Small Business Workforce Development Program.

As required in program guidelines, Community Services Manager Kevin Brown reviewed the application and along with economic development staff, recommends approval of the funding. In addition, the business is reimbursed once the training participant is placed in a job for at least 90 days. ERW trainees must be Evanston residents verified by state issued identification, utility bills, bank statements and/or copy of lease/mortgage statements.
The program guidelines require the job be in one of the following industries: 1) Information Technology 2) Sales, 3) Business & Financial, 4) Healthcare, 5) Office & Administrative, 6) Transportation, 7) Food Service, or 8) Manufacturing. Staff recommends the addition of Construction industry to the eligibility list.

Finally, staff evaluated the application and recommends approval as it meets the following criteria:

1. Business owner demonstrated capacity to provide job training;
2. Clearly defined job placement plan;
3. Business has a clear action plan for the training
4. Industry specific certifications such as CDL, food safety, pharmacy tech, etc.

Background
The Evanston Rebuilding Warehouse is a non-profit organization that promotes the reduction of waste in landfills through sustainable deconstruction and renovation building practices. Reclaimed building materials are sold at the Evanston warehouse at low cost to the community and the proceeds support their education, job-training and job-development programs which foster individual, community and economic growth in Evanston and the region.

City Council approved the creation of the Evanston Small Business Workforce Development Fund in October 2015 (Resolution 100-R-15) to support local economic growth by helping to: 1) support local city businesses and agencies that increase skill and educational attainment, 2) find and retain employment, and 3) close local workforce skills gaps to meet the needs of growing in-demand industries for Evanston residents.

Applicants are eligible to apply once annually for an amount not to exceed $15,000. Preference is given for training programs that result in a job readiness certification. Applicants will be required to provide a defined job placement plan. Applicants propose their own “earn and learn” job training model providing opportunities for grassroots creative approaches to training.

The creation of this program originated from a discussion at City Council on May 11, 2015 during consideration of a funding request for a workforce development initiative proposed by Curt’s Café.

Legislative History:
The Economic Development Committee voted 6-0 to approve the recommendation to City Council during the April 25 committee meeting.

Attachments:
-Evanston Rebuilding Warehouse Application
-Evanston Small Business Workforce Development Program Guidelines

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## Business Information

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Evanston ReBuilding Warehouse</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>2101 Dempster Street</td>
</tr>
<tr>
<td></td>
<td>Evanston, IL 60201</td>
</tr>
<tr>
<td>Phone</td>
<td>(847) 864-9246</td>
</tr>
<tr>
<td>Business Structure</td>
<td>Non-Profit</td>
</tr>
<tr>
<td>Total number of existing employees</td>
<td>11</td>
</tr>
<tr>
<td>Estimated number of participants to be trained</td>
<td>5</td>
</tr>
<tr>
<td>Wage of participants to be trained</td>
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</tr>
<tr>
<td>Employee Classification</td>
<td>Full time</td>
</tr>
<tr>
<td>Industry</td>
<td>Manufacturing</td>
</tr>
</tbody>
</table>

## Owner/Applicant Information

<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Aina Gutierrez</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner Address</td>
<td>2101 Dempster Street</td>
</tr>
<tr>
<td></td>
<td>Evanston, IL 60201</td>
</tr>
<tr>
<td>Phone</td>
<td>(847) 859-9335</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:aina@evanstonrebuildingwarehouse.org">aina@evanstonrebuildingwarehouse.org</a></td>
</tr>
</tbody>
</table>

## Training Program Information
Describe the training program in detail

We seek funding to support the Evanston ReBuilding Workforce, our green workforce training program. Started in 2014, the program uses deconstruction (the dismantling of building components for reuse, repurposing, recycling and waste reduction) as a way to provide career training to those with employment challenges and as a way to keep tens of thousands of tons of building materials out of landfills each year. It is a timely "green" training program that was developed to provide training and a path to employment for community members that have had challenges, and in response to more environmentally conscious construction and demolition standards and techniques, such as the Cook County Demolition Debris Ordinance.

The Evanston ReBuilding Workforce is a 7-month-long intensive and comprehensive experience that incorporates classroom learning and on-the-job training. Participants are trained on how to use deconstruction tools and techniques, and also learn the "soft skills" that help them manage their professional and personal lives.

Trainees receive the following professional certifications through the course of the program:
- OSHA 10
- RRP (Renovation, Repair and Painting) Certification
- Fall Protection Certification
- Credential in Deconstruction from the Building Materials Reuse Association (BMRA)

Trainees spend about 20 percent of their time in classrooms and 80 percent doing on-the-job training at deconstruction sites.

Topics for classroom time involve community experts who teach and mentor the trainees in the following areas:
- Construction Safety
- Deconstruction Competencies
- Health & Wellness
- Financial Literacy
- Job Readiness (resume development, professional behaviors, etc.)

This program is highly collaborative with community partners that assist with recruitment and support of trainees, teaching classes, and job placement. These partners include the Building Materials Reuse Association, Y.O.U., Moran Center, PEER Services, Curt's Cafe, First Bank & Trust, Howard Area Community Center, National Able Network, and OAI.

On-the-job training is completed at the Evanston ReBuilding Warehouse's (ERW) deconstruction sites. The ERW provides quality and competitive deconstruction services to homeowners and contractors in the Chicago and north Chicagoland area. The ERW is the only nonprofit deconstruction provider in Chicagoland. Contractors on our staff provide training and mentoring to the trainees while also deconstructing the buildings and...
saving tens of thousands of tons of building materials from landfills.
<table>
<thead>
<tr>
<th>Projected start date</th>
<th>Sep 10, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected end date</td>
<td>Apr 12, 2019</td>
</tr>
<tr>
<td>Location</td>
<td>Classroom Training - 1817 Church Street, Evanston. On-the-Job Training - deconstruction sites in Evanston, Wilmette, Winnetka, Glencoe, Glenview, Northbrook, Kenilworth, Chicago and Highland Park</td>
</tr>
</tbody>
</table>

| Have you received workforce development/training funds from other organizations? | Yes |

<table>
<thead>
<tr>
<th>Please summarize</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014 - $15,000 Evanston Community Foundation</td>
</tr>
<tr>
<td>2015 - $7,500 City of Evanston CDBG; $12,000 Evanston Community Foundation</td>
</tr>
<tr>
<td>2017 - $10,000 Lighthouse Rotary Club of Evanston</td>
</tr>
</tbody>
</table>
Please provide a narrative demonstrating your capacity to deliver this program and to place individuals in jobs

The ERW green workforce training program is only three years old. In that time we have learned a lot about how to successfully work with a population that struggles with more than just inconsistent employment, but with other serious issues such as homelessness, hunger, and violence. We started small, enrolling 32 individuals total to provide in-depth, skilled job training and also connected trainees with other community-based resources to put them on the path to successful employment. Our program delivery strategy is focused around a structured yet supportive curriculum that prepares trainees for employment success in the construction trades through professional certifications, supervised on-the-job training, life and soft skill supports. We also have experienced program staff, and have built strong partnerships with other community organizations that provide direct services to the same population.

Lou Dickson is the founder of the ERW and currently serves as its workforce training director. She received a key from the City of Evanston in 2014 for her contributions to the community in workforce development. She has more than 20 years experience as a general contractor, and founded and led the Evanston ReBuilding Warehouse from 2011-2017.

We are currently in a strong position to grow the program and increase the number of individuals that receive jobs in the construction trades after graduation. There’s a lot of demand for our deconstruction services and strong interest from Evanston residents who want to join our program and start a career in the building trades. We also know from our partner organizations that steady employment is a key factor in individuals living successful and productive lives.

Our work to help individuals find employment after graduating from the program also grows. We are building intentional relationships with general contractors and union apprenticeship programs to refer graduates after graduation. We are also growing our own nonprofit warehouse and deconstruction services, which we hope will someday allow us to employ graduates after the program. This would strengthen trainees’ pathways to employment even more by being hired by us in a professional capacity, and make them even more marketable in the future.
Please describe your experience in delivering workforce development training programs and job placement

The Evanston ReBuilding Workforce program started in 2014 and has enrolled 32 individuals in the program since that time. Virtually all of our trainees have been Evanston residents. We have assisted trainees to enter union apprenticeship programs and find consistent employment in the construction trades as well as other industries. We currently have six trainees in our program and seek to add another six to start in September 2018. The ERW also provides ongoing communication and support to 10 prior trainees. The total individuals served during the grant period is 22 individuals.

Our experience in the last three years has also equipped us to strengthen our success measures. We are especially focused on job placement and 1-year job retention in the construction and deconstruction trades; job placement and/or 1-year retention in other industries; higher average wages for training graduates; and lower recidivism rates (for those with prior criminal records).

Please provide contact information for individuals who we may contact to learn more about your experience providing workforce development training

Lee Harris (deconstruction client)  773-742-0100
Kate Henn (deconstruction client)  847-910-1871
Ted Blumenthal (Code Enforcement Officer, Village of Wilmette)  847-853-7521
Eric Wickenkamp (General Manager, Elmshire Builders)  847-812-8579
City of Evanston
Small Business Workforce Development Program Guidelines
Contents
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Program Steps ............................................................................................ 5
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Notice to Proceed ........................................................................................ 9
Certificate of Employee ..............................................................................10
Program Purpose and Overview

A. Overview: The City of Evanston has made it a priority to retain and create opportunities for small businesses to thrive in Evanston. The Economic Development Division strives to meet this City of Evanston goal with the creation of the Evanston Small Business Workforce Development Program (the “Program”). The Program will utilize Economic Development funds to provide grants to new and existing small businesses within the Program guidelines provided herein. Administration of the Program will be coordinated by the Economic Development Division in consultation with the City Manager and other appropriate City departments.

B. Purpose: The purpose of the Evanston Small Business Workforce Development Program (“the Program”) is to educate and train individuals to meet the needs of current and future business and industry in order to maintain a sustainable competitive economic environment. The Program will support individuals in “earn and learn” workforce development models in eight target areas that are based upon the Chicago Cook Workforce Partnership (“Partnership”) – “Where are the jobs in Cook County?” 2015 Report. These areas would form the foundation of a City of Evanston supported workforce development program. They are: 1) IT, 2) Sales, 3) Business & Financial, 4) Healthcare, 5) Office & Administrative, 6) Transportation, 7) Food Service, and 8) Manufacturing.

Earn and learn strategies help employers to address skill shortages by training new workers in job specific skills and protocols while receiving partial reimbursement for employee wages. Employers are able to hire employees based upon fit and attitude, and employees are able to earn a wage as they train. This model benefits the public by investing tax dollars into local businesses and citizens. Program participants are eligible to receive a rebate upon the competition of their approved workforce development program followed by job placement of the trainee. The rebate is in the form of a grant.

Definitions

a. “Participant” means the business entity applying for a rebate for providing on the job training in conformance with Program guidelines and determined eligible by the City Council or City Manager or his/her designee to participate in the Program.

b. “Program Guidelines” means the “City of Evanston Small Business Workforce Development Program Guidelines” approved by the City Council that govern the funding and administration of the program. All terms not defined herein shall have the meanings ascribed thereto in the Program Guidelines.

c. “Rebate” means $3,000 (Three Thousand and no/100 Dollars) per trainee and each participant business can have 5 trainees per year for total Rebate per participant/per year at $15,000 (Fifteen Thousand and no/100 Dollars).

d. “Trainee” means an Evanston resident seeking on-the-job training by a business entity participating in the Small Business Workforce Development Program in one of eight industries (1) IT, 2) Sales, 3) Business & Financial, 4) Healthcare, 5) Office & Administrative, 6) Transportation, 7) Food Service, or 8) Manufacturing).
Eligibility Criteria

A. Eligible Business Participants: Evanston-based businesses in the Program’s eight targeted industry areas are eligible to apply for funding.

- The applicant would be eligible for one round of funding annually and capped at $15,000.
- This funding level would support up to five Evanston-resident trainees per business at $3,000 maximum per trainee.
- Business owners agree to pay trainee during the Program for the hours of on-the-job training.
- Business owners with multiple businesses or businesses with multiple locations in Evanston would be eligible for the maximum of $15,000 to be allocated amongst the multiple locations.
- The business is reimbursed once the training participant is placed in a job for at least 90 days. Applicants would propose their own “earn and learn” job training model which provides opportunities for grassroots creative approaches to training.

B. Ineligible Participants: Any of the following will make a business ineligible for Program participation:

- Business is not an Evanston-based business;
- Workforce trainees who have previously received workforce development funding from the City of Evanston;
- Participant has outstanding water bills with the City of Evanston;
- Government offices and agencies (non-governmental tenants are eligible);
- Owner of business has received grant or loan funds from the City of Evanston and in default of its obligation under the loan agreement or grant agreement.

C. Eligible Trainees: The workforce development program trainee must be an Evanston resident verified by state issued identification, utility bills, bank statements and/or copy of lease/mortgage statements.

D. Eligible Project:
The workforce development program applicant must be an Evanston-based business of 20 or fewer employees in one of the following industries: 1) Information Technology 2) Sales, 3) Business & Financial, 4) Healthcare, 5) Office & Administrative, 6) Transportation, 7) Food Service, or 8) Manufacturing.
Program Steps

Step 1: Arrange to Meet with Staff. Applicants should schedule a meeting with Economic Development Division and Youth and Young Adult Division staff to discuss the program, ask questions, and obtain application materials.

Paul Zalmezak  
Senior Economic Development Coordinator  
(847) 448-8013  
p zalmezak@cityofevanston.org

Kevin Brown  
Community Services Manager  
(847) 448-8042  
kebrown@cityofevanston.org

Step 2: Application Submission. Applications for the City of Evanston Small Business Workforce Development Program may be submitted at any time. The application can be completed online at www.evanstonedge.com/programs

Step 3: Staff Application Review Process. Applications will be accepted throughout the year until funds are committed. Economic Development Division and Youth and Young Adult Division staff will review applications and in partnership submit for Economic Development Committee and City Council Review. The review will include a vetting of participants to verify residency and to verify participant is not already receiving job training support through other agencies to avoid duplication of services and to maximize population impacted by programs. Strong consideration will be given to applicants who have a demonstrated capacity to achieve the Program’s goal of job readiness and job placement. Applications are online at https://arts.formstack.com/forms/small_business_workforce_development

After Applications are submitted, Staff will:
- Evaluate each project submitted to determine if Application is complete.
- Confirm eligibility of proposed workforce development program;
- Identify appropriate funding sources for the proposed project;
- Confirm business is located in Evanston and follows the eligibility requirements stated above.
- Prepare recommendations of approval of funds to the appropriate Committee.

Staff will evaluate Applications on the following criteria:
- Business owner demonstrated capacity to provide job training;
- Clearly defined job placement plan;
- Business has a clear action plan for the training with respect to clear and definite goals, expectations for trainee, as well as professional job fairs, seminars, workshops and other outreach opportunities that the trainee could utilize to seek full-time employment
- Industry specific certifications such as CDL, food safety, pharmacy tech, etc.
- Training in one of the following 1) Information Technology, 2) Sales, 3) Business & Financial, 4) Healthcare, 5) Office & Administrative, 6) Transportation, 7) Food Service, or 8) Manufacturing.

Step 4: Public Review and Approval Process. Staff will submit recommendations to the Economic Development Committee for funding of the Program annually. Economic
Development Division staff in consultation with the City Manager will review and make the final decisions on funding of each applicant within the established funding limits and the guidelines contained herein.

**Step 5: Program Participation Approval and Acknowledgment Forms.** Following approval by City staff, Participants will be required to execute a form entitled *Acknowledgement of Program Terms* (Form A), to ensure that the Program participants agree to all terms and requirements contained within this Small Business Workforce Development Guidelines and agrees to follow the requirements for continued Program compliance. Once the Acknowledgement has been executed to the satisfaction of the City Manager, a *Notice to Proceed* will be issued to the Participant (Form B).

**Step 6: Program Trainee Approval for Participant Business.** The applicant must submit the name and proof of residence of individuals participating in the training program. Staff will also verify if participant is receiving workforce development support from partner agencies.

**Step 7: Training Program Completed by Trainee at Participant Business.** Participant shall finance the Project and pay the Trainee wages during participation in the Program. The Participant will document the training that took place, the work completed and materials purchased for the training. Such invoices shall include proof of payment to all contractors, suppliers, and trainees. The minimum training under the Program shall be 200 hours per trainee and documented with a trainee log that will be submitted with the request for a rebate. Participant is required to maintain accurate and sufficiently detailed records.

The Participant shall manage, implement, perform, provide, and carry out in a timely manner all of the tasks, activities, and services set forth in the Small Business Workforce Development Program Guidelines in order to receive funding.

**Step 8: Participant Business submits documentation for Rebate.** See Paragraph C below under *Program Administration* details regarding documentation that is needed for rebate issuance.

**Small Business Workforce Development Program Administration**

The Program provides participants the opportunity to receive a rebate upon completion of the workforce development program and job placement for a minimum of 90 days.

**A. Funding Source(s):** Projects will be funded through: tax increment financing (TIF) within applicable TIF Districts and/or the Economic Development Fund.

**B. Rebate:** Funding would occur on a reimbursement basis after the trainee is placed in employment for a period of no less than 90 days in employment field and verification is provided by Program participant business. The training Program for each trainee must be completed within nine months of the Notice to Proceed issuance. The applicant is eligible for one round of funding per year and capped at $15,000 ($3,000 per trainee and maximum number of trainees is 5 individuals). Business owners with multiple businesses or businesses with multiple locations are eligible for the maximum of $15,000 to be allocated amongst multiple locations. Request for reimbursement form is online at: [https://arts.formstack.com/forms/small_business_workforce_development_reimbursement](https://arts.formstack.com/forms/small_business_workforce_development_reimbursement)
C. Program Documentation Prior to Rebate Issuance: The following are required to be submitted to the City of Evanston (mail or e-mail is acceptable):

- Attach a photocopy of all Certificates of Employee (Form C), along with a copy of the payroll records for each employee in the Program and proof of City of Evanston residency for each employee in the Program. Payroll records must be redacted prior to sending to the City, removing social security numbers and date of birth prior to transmittal.
- Description of trade/work performed by employee(s), start and end dates, total hours worked.
- Trainee log(s) with outlined tasks and must total not less than 200 hours per trainee.

Obligation to Refrain from Discrimination

A. Participant covenants and agrees for itself, its successors and its assigns to the Property, or any part thereof, that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

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

No Agency Created

The Participant and any contractor, supplier, vendor or any third party hired by Participant to complete the Project are not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Participant concerning the details of the obligations under this Agreement, or to exercise any control over such obligations, shall mean only that the Participant shall follow the direction of the City concerning the end results of the obligations.
FORM A

ACKNOWLEDGEMENT OF PROGRAM TERMS

I, ______________________, _________________(title), acknowledge that I have read and understand the contents of the Small Business Workforce Development Program Guidelines provided to me as a participant in the Program. I certify that I have the authority to execute this acknowledgment on behalf of the participant business. By signing below, I understand and will ensure that the Participant business will follow the Guidelines and it is the responsibility of the Participant to do so and not the responsibility of the City of Evanston.

__________________________   _______________________
Name (Print)       Date

__________________________
Name (Signature)
FORM B
NOTICE TO PROCEED

DATE

Successful Applicant
[Street address]
Evanston, IL 6020X

Dear Applicant:

Thank you for your interest in the City of Evanston Small Business Workforce Development Program. This letter is to inform you that your application has been granted approval and inform you of the next steps in the process.

Your application has been approved for up to $________ in reimbursement for a total of ____ trainees at the business. The next step is to read program guidelines enclosed and sign the Acknowledgment of Program Terms, to document that the terms and conditions of participation in the Program are clear and you agree to follow the guidelines. Once this acknowledgment is submitted, you will have nine (9) months to complete the training of the employees and submit the necessary paperwork to the City for review. Upon completion of the training, you will need to submit the paperwork outlined in the guidelines to us in order to receive reimbursement.

Please let me know if you require additional information or have any questions. We're glad your business is in Evanston and look forward to assisting you.

Sincerely,

Johanna Nyden,
Economic Development Division Manager
FORM C
CERTIFICATE OF EMPLOYEE

The Participant business is required to complete and sign this certificate with its submission of the request for a Rebate. Participant must fill in the name of each trainee, the total number of hours training was provided, and the industry category that the training was provided in to correspond to the eight categories outlined in the Program guidelines.

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Total Number of Training Provided</th>
<th>Industry Training Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I, ______________________, ______________________(title), affirm under penalties of perjury and upon personal knowledge that the contents of the foregoing certificate are true and accurate. By signing below, I acknowledge that I am issuing this certification to request a rebate from the City of Evanston. I acknowledge that any omission or inaccurate information could jeopardize the approval of the rebate.

__________________________   _______________________
Name (Print)       Date

__________________________
Name (Signature)
Memorandum

To: Honorable Mayor and Members of the City Council

From: Paul Zalmezak, Economic Development Division Manager
       Cindy Plante, Economic Development Coordinator

Subject: Storefront Modernization Program Application for Squeezebox Books at 743 Main Street

Date: May 11, 2018

Recommended Action:
Staff and Economic Development Committee recommend approval of financial assistance on a 50/50 cost-sharing basis through the Storefront Modernization Program to Squeezebox Books at 743 Main Street in an amount not to exceed $3,441.66 for new awnings.

Funding Source:
Funding will be from the Economic Development Business District Improvement Fund (Account 100.21.5300.65522). The approved Fiscal Year 2018 Budget allocated a total of $250,000 for this account to fund both the Storefront Modernization and Great Merchant Grant programs. To date, $0 has been spent from this account, leaving $250,000 available for expenditure.

Livability Benefit:
Economy and Jobs: retain and expand local businesses
Built Environment: enhance public spaces

Background:
The Storefront Modernization Program provides a financial incentive to property owners and their commercial tenants to invest in improvements to commercial property in Evanston. Eligible expenses include street-facing exterior improvements such as windows, doors, signage, painting, and the like. Maximum eligibility amounts for façade projects are determined based on the building’s frontage, with the first 35 feet of linear frontage eligible for a maximum of $10,000; frontage beyond 35 feet increases eligibility by $100 for each additional square foot up to a $25,000 cap. Applicants are eligible to receive a forgivable loan of up to 50% of the total qualifying project cost, and must obtain three written bids for the work proposed, with at least one of the three bids being provided by an Evanston-based contractor whenever possible. The program is intended to help modernize aging building stock in targeted development areas and improve the
aesthetics individual commercial businesses within their respective business districts. (For more detailed information, please refer to the Program Guidelines online.)

Summary:
Currently located at 1235 Chicago Ave, Squeezebox Books and Music is preparing to relocate to 743 Main Street. The new location is comprised of two storefronts at the corner of Main Street and Sherman Avenue, which previously housed Quake Collectibles and a branch of First Bank and Trust. The business owner is seeking assistance with fabrication and installation of awnings for windows on both sides of the corner building to assist with visibility. The space has 321 linear feet of frontage along Main Street and Sherman Avenue, making the property eligible for a maximum of $25,000 in funding assistance.

The applicant has submitted three bids for the proposed scope of work, including at least one from an Evanston-based contractor as required under the program guidelines. The estimates provided are summarized below:

<table>
<thead>
<tr>
<th>Awning Estimates</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>American Awning</td>
<td>$8,300</td>
</tr>
<tr>
<td>3930 N. Elston Ave.</td>
<td></td>
</tr>
<tr>
<td>Chicago, IL 60618</td>
<td></td>
</tr>
<tr>
<td>Evanston Awning</td>
<td>$7,350</td>
</tr>
<tr>
<td>2801 Central Street.</td>
<td></td>
</tr>
<tr>
<td>Evanston, IL 60201</td>
<td></td>
</tr>
<tr>
<td>Acme Awning</td>
<td>$5,000</td>
</tr>
<tr>
<td>PO Box 23</td>
<td></td>
</tr>
<tr>
<td>Winnetka, IL 60093</td>
<td></td>
</tr>
<tr>
<td><strong>Average:</strong></td>
<td><strong>$6,883.33</strong></td>
</tr>
</tbody>
</table>

The average of the three estimates submitted for the proposed awning work was $6,883.33. Based on the documentation and bids submitted for this project, staff recommends approval of financial assistance for this project for a total amount not to exceed the maximum of $3,441.66 on a 50/50 cost-sharing basis.

Attachments:
Storefront Modernization Program Application for Squeezebox Books & Music at 743 Main Street
Contractor Bids & drawings
<table>
<thead>
<tr>
<th><strong>Property Address</strong></th>
<th>741–743 Main St., Evanston</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Property PIN</strong></td>
<td>11–19–117–045</td>
</tr>
<tr>
<td><strong>Year Property was constructed</strong></td>
<td>1930</td>
</tr>
<tr>
<td><strong>Length of store frontage (feet):</strong></td>
<td>321</td>
</tr>
<tr>
<td><strong>Is this property a historic landmark?</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>Applicant Name:</strong></td>
<td>Tim Peterson</td>
</tr>
<tr>
<td><strong>Applicant Address:</strong></td>
<td>834 Grey Evanston, IL 60202</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:4tpeterson@gmail.com">4tpeterson@gmail.com</a></td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
<td>(773) 255–0464</td>
</tr>
<tr>
<td><strong>Name of business (if applicable):</strong></td>
<td>Squeezebox Books &amp; Music</td>
</tr>
<tr>
<td><strong>Applicant is:</strong></td>
<td>Tenant</td>
</tr>
<tr>
<td><strong>Name(s) of business(es):</strong></td>
<td>Squeezebox Books &amp; Music</td>
</tr>
<tr>
<td><strong>Business Owner Name(s):</strong></td>
<td>Tim Peterson</td>
</tr>
<tr>
<td><strong>Date of lease expiration (if applicable):</strong></td>
<td>May 31, 2023</td>
</tr>
<tr>
<td><strong>How many years has the business been at this location?</strong></td>
<td>New</td>
</tr>
<tr>
<td><strong>Provide a description of the ground floor business(es) at this location (500 words max).</strong></td>
<td>Squeezebox is a retail store which will sell new and used books, music, DVDs and other related items. The larger space will also allow Sqbx for the first time to hold promotional events, including book signings, poetry readings, and music performances.</td>
</tr>
<tr>
<td><strong>Property Owner Name:</strong></td>
<td>Saroj &amp; Surrender Puri</td>
</tr>
<tr>
<td><strong>Property Owner Address:</strong></td>
<td>381 Orchard Ln, Highland Park, IL 60035</td>
</tr>
<tr>
<td><strong>Property Owner Phone Number:</strong></td>
<td>(847) 219–1978</td>
</tr>
<tr>
<td><strong>Property Owner Email:</strong></td>
<td><a href="mailto:spuri332002@yahoo.com">spuri332002@yahoo.com</a></td>
</tr>
<tr>
<td><strong>Is the property currently for sale?</strong></td>
<td>No</td>
</tr>
<tr>
<td>**What type(s) of improvements are you planning to make? (check all that apply) **</td>
<td>• Signage/awnings</td>
</tr>
</tbody>
</table>
Provide a narrative of your proposed project. Include information on portions of the building that will be improved and what particular work activities will be completed. (500 words max) *

Squeezebox is moving location from 1235 Chicago Avenue to the corner of Main Street and Sherman Avenue. Squeezebox will occupy what was formerly two retail spaces.

By installing awnings, we hope to achieve two things. First, to make a significant aesthetic change to the property to signal to the neighborhood that there is a new tenant, and secondly, to unity the two spaces into a single, cohesive vision.

We will use standard awnings, open on the ends to create a light modern feel. The Squeezebox green should bring a nice spot of color to an otherwise unremarkable building.

Provide a narrative of sustainability measures that will be employed in this project (500 words max)

The awnings will employ Sunbrella fabric. Decades before today's green movement, Sunbrella fabrics made a corporate commitment to environmentally responsible practices. Their unique coloring process not only makes the fabrics fade-resistant, but also conserves more water than conventional dyeing processes.

By using fabrics expressly made to endure the elements, Squeezebox will not need to replace the awnings for years to come.

Provide a narrative of how your proposed project will improve accessibility at your building (500 words max)

If accessibility can be stretched to include visibility, then the addition of awnings will help visitors and patrons more easily locate the store by providing clear signage for recognition, and street numbers for wayfinding.

Upload 3 current photos of the building for which you are applying.

743_corner.png
3.39 MB · PNG

743_main.png
2.34 MB · PNG

743_main_sherman.png
3.08 MB · PNG

Upload 3 contractor estimates for the project(s) being proposed.

squeezeboxgiftsmusicev.pdf
119.77 KB · PDF

acme_awning_quote_for_squeezebox.png
125.08 KB · PNG

east_elevationrendering.jpg
2.40 MB · JPG

west_elevationrendering.jpg
2.70 MB · JPG
If applicant is not the owner of the building for which funding is sought, upload a letter of support from the property owner.

"I certify that all of the information contained in this document, all statements, information, and exhibits that I am submitting for the property listed in this form under 'property information' is true and accurate and to the best of my knowledge. I certify that I have reviewed the Program Guidelines and Program Agreement form associated with the City of Evanston's Facade Improvement Program." (Type name below for signature). *

Date *

Tim Peterson
THIS RIDER TO STORE LEASE (the "Rider") is made and entered into this 28th day of March, 2018, by and between SAROJ AND SURENDER PURI (the "Lessor") and SQUEEZEBOX BOOKS AND MUSIC, INC. (the "Lessee")

1. Interpretation. In all cases where the terms and conditions of the printed form Store Lease (the "lease") to which this Rider is attached (the Lease and this rider being hereinafter collectively referred to as the "Lease agreement") conflict, the terms and provisions of this rider shall control.

Exhibit "A"

The purpose or purposes are:

To sell books, records, compact discs, videos, digital video discs, games and other related items for profit.

Selling, buying, leasing, acquiring, owning, holding, or otherwise disposing of or dealing in property of all kinds, both real and personal, that may be necessary, incident or convenient to the carrying on of said business, in general, to carry on any other lawful business whatsoever in connection with the foregoing which is calculated, directly or indirectly, to promote the interest of the corporation, or to enhance the value of its properties.

Engaging in any and all other acts of whatsoever nature necessary to best effectuate the purpose abovementioned. Including evening events such as book signings, poetry readings and music performances. (PT 9 PM. Without disturbing the peace. Business. To BT.

Exhibit "B"

Lessor consents to exterior signage, lighting and exterior painting of the facade similar to that is pictured below, so long as it meets all city guidelines and regulations.
PROPOSAL

6 Traditional style stationary awnings with open ends and no valance manufactured complete and installed on the building, with (3) awnings on the west facing windows, (1) awning on the southwest corner door and (2) awnings on the south facing windows/door. Frames made of welded 1” square and ½” round galvanized steel silver tubing, with the welds ground, primed and painted to match the tubing. Using Sunbrella, non-fire-retardant shade fabric in your choice of the available colors, selection required with this order, with the fabric attached to the frame using the lace-on fabric attachment method.

Excluding any and all lettering or signage of any kind, for which artwork and layout design are required for separate pricing.

1 Awning size: 17’2” w x 4’0” h x 3’0” out
2 Awnings both size: 9’11” w x 4’0” h x 3’0” out
1 Awning size: 10’10” w x 4’0” h x 3’0” out
1 Awning size: 5’6” w x 4’0” h x 3’0” out
1 Awning size: 13’6” w x 4’0” h x 3’0” out

$7350.00

-Any or all lettering/logos require an electronic file formatted as .eps or .ai or .pdf file. Artwork set-up and/or clean-up fees may apply at $75.00/hour.

-Permit to be obtained by customer at no cost to Evanston Awning Co., prior to production or installation.

-Prior to our receipt of the full contract with 50% deposit, fabric samples and shop drawings (limit of (2) revisions) will be provided for owners’ approval and city permits upon our receipt of a 10% drawing deposit, which is non-refundable but applicable to the full contract once all approvals are received.

-Installation to be determined, weather permitting, upon our receipt of the signed contract, 50% deposit of the total order and fabric color selections. The balance is due on installation. This proposal becomes a bona fide contract when signed and returned.

Thank you,
George Schaefer, CPP, Sales Manager

Please proceed with the order described above. I grant Evanston Awning Co. a security interest in this merchandise until paid, unless prohibited by law.

Signed ___________________________________ Date __________________

Enclosed is my check for 50% deposit in the amount of ________ or please charge my credit card (VISA, MasterCard or Discover) with the understanding that there will be a 3% convenience fee for charges over $1000.00 added to the contract amount. Credit card type __________________
Acct # ____________________________ 3# Security code ________ Exp. ________
Credit card billing address # and zip code ___________________________________________
AMERICAN AWNING, WINDOW & SCREEN CO. INC.  
3930 N. ELSTON AVE CHICAGO, IL 60618  
Phone: (773) 267-4300 Fax: (773) 267-7679  
AmericanAwningChicago.com

CUSTOMER: Martha Hoyle ________________________ DATE: 04/17/2018

JOB ADDRESS: 741-743 Main St, Evanston, IL

PHONE: 847-562-6903 EMAIL: marthahoyle@gmail.com

SALESMAN: Joe-224-770-1525 INSTALLER: ____________________________

This order form is a proposal for work, and shall become a binding contract upon signing by the Parties hereto.

<table>
<thead>
<tr>
<th>QTY</th>
<th>PROPOSAL/STATEMENT OF WORK</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>New straight style canvas awnings above storefronts</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Color: TBD Sunbrella Canvas</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Material, Labor &amp; Installation Included</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Price does not include any permits, If required.</td>
<td></td>
</tr>
</tbody>
</table>

ADDITIONAL TERMS:

50% Deposit, Balance is due upon completion.  

TOTAL: $8,300.00

DEPOSIT: __________

BALANCE: __________

Estimated Completion Date From When Deposit Is Received: 5-7 Weeks

By signing this Agreement, I, the undersigned, acknowledge that I have read the terms and conditions on the reverse side, and that I have received from the Contractor a copy of the pamphlet titled “Home Repair: Know Your Consumer Rights.”

Customer signature: ___________________________ Date: __________

Contractor signature: __________________________ Date: 04/17/2018

See reverse side for Contract Terms and Conditions
The order on the front page hereof incorporates and is subject to the following terms and conditions (collectively the “Agreement” or “Contract”). By ordering or purchasing services from American Awning, Window & Screen Inc. (“Contractor”), you (“Customer”) (collectively, the “Parties”) agree to be bound by the following terms and conditions.

1. **Warranty:** Contractor warrants for a period of one (1) year immediately following completion of work performed under this Agreement that all work shall be performed in a workmanship manner in strict accordance with the manufacturer’s specifications. If full payment is not made to Contractor, all warranties are null and void. Contractor warrants only its labor. It does not warrant any parts or merchandise supplied with its services under this Agreement; any warranty for merchandise provided with these services shall be limited to the Manufacturer’s warranty, if any. Warranty claims are limited to the Customer, and all warranty claims must be provided by Customer in writing to Contractor within the warranty period.

2. **Payment.** Customer shall pay to Contractor the Deposit upon execution of this Agreement, and pay the remaining balance due to Contractor upon completion of the services indicated herein. Work shall commence upon payment of the Deposit to Contractor. If Customer fails to pay the balance due within thirty (30) days immediately following completion of the services, Customer shall pay a late charge of five (5) percent per month on balance owed to Contractor under this Agreement.

3. **Permits and Access to Premises.** Customer shall be responsible for all permit fees required under local, state, or federal law for performance of the work under this Agreement. Total Cost shall include permit related fees, and all permit fees shall be paid to Contractor prior to commencement of work as part of the Deposit. Customer shall furnish to Contractor all information necessary to obtaining the applicable permits. Additionally, if the services to be performed under this Agreement are for a Residence, the Customer shall be responsible for obtaining the applicable homeowner work permit at Customer’s own expense, and such expense shall not be included in the Total Cost. Contractor shall not be responsible for any fees, fines, or other costs arising out of Customer’s failure to obtain the appropriate permits. Customer shall allow Contractor reasonable access to premises for performance of work under this Agreement.

4. **Delays, Termination, and Damages.** Installation, delivery, and estimates are subject to delays caused by merchandise availability, shipping, government approvals, Strikes, Lockouts, Fires, Acts of God, Change Orders, accidents or other causes beyond Contractor’s control, and Contractor shall not be liable for any delay or failure to deliver any item of an order resulting therefrom. In the event of cancellation by Contractor under this paragraph, to the extent that any deposit monies exceed the non-cancelled portion of such order, such deposit money shall be returned to Customer promptly. Contractor’s liability, if any, for conduct in performance of this Agreement shall not exceed the Contract amount, and shall be limited to damages caused directly and solely by the Contractor.

5. **In the event that Customer attempts to terminate this Agreement after commencement of work, Customer shall pay Contractor liquidated damages in the amount of (a) the value of costs incurred up to the date of termination plus reasonable profit, or (b) pay the Deposit amount – whichever is greater. Customer shall indemnify Contractor from claims by third-parties arising out of or related to services provided under this Agreement, including claims in tort.**

6. **Entire Agreement.** This Agreement is effective upon signing, and constitutes the entire agreement between the Contractor and Customer, subject to the terms and conditions provided herein, and shall supersede any other written or oral agreements between the Parties. Any alteration, deviation or change in the work to be performed, including those arising from unforeseeable conditions and scheduling changes, shall be reduced to a writing identified as “Change Order” signed by Customer and Contractor specifying the change(s), and any adjustments in price and/or scheduling therefore. The failure of Contractor to enforce any of Contractor’s rights under this contract shall not be a waiver of any of Contractor’s rights under this contract. If this Agreement is identified as a Change Order, then the original agreement remains in full force and effect subject to the modifications contained herein. The Parties agree that time is of the essence for this Agreement.

7. **Legal fees.** In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable legal fees and costs, including reasonable attorney fees, resulting therefrom.
Martha,

Please find the attached renderings. These awnings were designed based on the ideas you shared with us. Please keep in mind these renderings are a rough draft and may not represent the final product (as far as text height/style, and other graphics).

To build and install 6 awnings in Sunbrella Erin Green with 6 graphics/text would be in the range of $5000.00. We do understand you are shopping competitively and if you do happen to receive a comparable estimate we will match or beat it (simply provide us the estimate). Once you approve a design with the verbiage, text style, and logos you have in mind, we will follow up with a formal estimate. We typically ask for up to three weeks for fabrication and installation upon receiving your deposit.

We look forward to hearing from you.

Thank you,

Peri Kepronas
Office Manager

Kris Arends & Steve Normandy
Acme Awning Co., Inc.
P.O. Box 29
Winnetka, IL 60093
(847)446-0135
acmeawning@att.net
Memorandum

To: Honorable Mayor and Members of the City Council

From: Paul Zalmezek, Economic Development Division Manager
       Cindy Plante, Economic Development Coordinator

Subject: Storefront Modernization Program Application for Stepping Out on Faith at 1632 Orrington

Date: May 11, 2018

Recommended Action:
Staff and Economic Development Committee recommend approval of financial assistance on a 50/50 cost-sharing basis through the Storefront Modernization Program to Stepping Out on Faith at 1632 Orrington Avenue in an amount not to exceed $823.66 for an awning sign.

Funding Source:
Funding will be from the Economic Development Business District Improvement Fund (Account 100.21.5300.65522). The approved Fiscal Year 2018 Budget allocated a total of $250,000 for this account to fund both the Storefront Modernization and Great Merchant Grant programs. To date, $0 has been spent from this account, leaving $250,000 available for expenditure.

Livability Benefit:
Economy and Jobs: retain and expand local businesses
Built Environment: enhance public spaces

Background:
The Storefront Modernization Program provides a financial incentive to property owners and their commercial tenants to invest in improvements to commercial property in Evanston. Eligible expenses include street-facing exterior improvements such as windows, doors, signage, painting, and the like. Maximum eligibility amounts for façade projects are determined based on the building’s frontage, with the first 35 feet of linear frontage eligible for a maximum of $10,000; frontage beyond 35 feet increases eligibility by $100 for each additional square foot up to a $25,000 cap. Applicants are eligible to receive a forgivable loan of up to 50% of the total qualifying project cost, and must obtain three written bids for the work proposed, with at least one of the three bids being provided by an Evanston-based contractor whenever possible. The program is intended to help modernize aging building stock in targeted development areas and
improve the aesthetics individual commercial businesses within their respective business districts. (For more detailed information, please refer to the Program Guidelines online.)

Summary:
Stepping Out on Faith is a clothing consignment boutique located at 1632 Orrington Avenue, which has been open since 2010. Owner Vivian Killebrew is seeking assistance for fabrication and installation of an awning that will improve visibility along Orrington. The space has less than 35 linear feet of frontage, making the property eligible for a maximum of $10,000 in funding assistance.

The applicant has submitted three bids for the proposed scope of work, including at least one from an Evanston-based contractor as required under the program guidelines. The estimates provided are summarized below:

<table>
<thead>
<tr>
<th>Sign Estimates</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Awning Window &amp; Screen, Inc.</td>
<td>$1,750</td>
</tr>
<tr>
<td>3930 N. Elston Ave.</td>
<td></td>
</tr>
<tr>
<td>Chicago, IL 60618</td>
<td></td>
</tr>
<tr>
<td>Hernandez Signs &amp; Awnings</td>
<td>$1,800</td>
</tr>
<tr>
<td>4049 W. Ogden</td>
<td></td>
</tr>
<tr>
<td>Chicago, IL 60623</td>
<td></td>
</tr>
<tr>
<td>Evanston Awning</td>
<td>$2,392</td>
</tr>
<tr>
<td>2801 Central St.</td>
<td></td>
</tr>
<tr>
<td>Evanston, IL 60201</td>
<td></td>
</tr>
<tr>
<td><strong>Average:</strong></td>
<td><strong>$1,647.33</strong></td>
</tr>
</tbody>
</table>

The average of the three estimates submitted for the proposed sign work was $1,637.33. Based on the documentation and bids submitted for this project, staff recommends approval of financial assistance for this project for a total amount not to exceed $823.66 on a 50/50 cost-sharing basis.

Attachments:
Storefront Modernization Program Application for Stepping Out on Faith at 1632 Orrington Ave
Contractor Bids
## 2018 Storefront Modernization Program [#30]

**Wufoo** <no-reply@wufoo.com>  
Reply-To: viviank570@yahoo.com  
To: cplante@cityofevanston.org

<table>
<thead>
<tr>
<th>Property Address</th>
<th>1632 Orrington</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property PIN</td>
<td>000000000000</td>
</tr>
<tr>
<td>Year Property was constructed</td>
<td>1950</td>
</tr>
<tr>
<td>Length of store frontage (feet):</td>
<td>30</td>
</tr>
<tr>
<td>Is this property a historic landmark?</td>
<td>No</td>
</tr>
<tr>
<td>Applicant Name:</td>
<td>Vivian Killebrew</td>
</tr>
<tr>
<td>Applicant Address:</td>
<td>1327 Darrow</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:viviank570@yahoo.com">viviank570@yahoo.com</a></td>
</tr>
<tr>
<td>Phone Number</td>
<td>(847) 733-0980</td>
</tr>
<tr>
<td>Name of business (if applicable):</td>
<td>Stepping out on faith</td>
</tr>
<tr>
<td>Applicant is:</td>
<td>Tenant</td>
</tr>
<tr>
<td>Name(s) of business(es):</td>
<td>stepping out on faith</td>
</tr>
<tr>
<td>Business Owner Name(s):</td>
<td>Vivian Killebrew</td>
</tr>
<tr>
<td>Date of lease expiration (if applicable):</td>
<td>2020</td>
</tr>
<tr>
<td>How many years has the business been at this location?</td>
<td>8</td>
</tr>
<tr>
<td>Provide a description of the ground floor business(es) at this location (500 words max).</td>
<td>Resale apparel and shoes</td>
</tr>
<tr>
<td>Property Owner Name:</td>
<td>Jim Nash</td>
</tr>
<tr>
<td>Property Owner Address:</td>
<td>708 Church St</td>
</tr>
<tr>
<td>Property Owner Phone Number:</td>
<td>(847) 328-3330</td>
</tr>
<tr>
<td>Property Owner Email:</td>
<td><a href="mailto:jim@farnsworth-hill.com">jim@farnsworth-hill.com</a></td>
</tr>
<tr>
<td>Is the property currently for sale?</td>
<td>No</td>
</tr>
<tr>
<td>What type(s) of improvements are you planning to make? (check all that apply) *</td>
<td>Signage/awnings</td>
</tr>
<tr>
<td>Provide a narrative of your proposed project. Include information on portions of</td>
<td>Adding an awning and signage to increase visibility on the street.</td>
</tr>
</tbody>
</table>

---

618 of 629
the building that will be improved and what particular work activities will be completed. (500 words max) *

Provide a narrative of sustainability measures that will be employed in this project (500 words max) n/a

Provide a narrative of how your proposed project will improve accessibility at your building (500 words max) n/a

"I certify that all of the information contained in this document, all statements, information, and exhibits that I am submitting for the property listed in this form under 'property information' is true and accurate and to the best of my knowledge. I certify that I have reviewed the Program Guidelines and Program Agreement form associated with the City of Evanston's Facade Improvement Program." (Type name below for signature). *

Date * Thursday, March 9, 2180

vivian killebrew
**AMERICAN AWNING, WINDOW & SCREEN INC.**
3930 North Elston • Chicago, IL 60618
Ph (773) 267-4300 • Fax: (773) 267-7679
AmericanAwningChicago.com

**Estimate**

**Vivian**

**1632 Orrington**

**TERMS:**

<table>
<thead>
<tr>
<th>QTY</th>
<th>ITEM</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>New Awning w/ lettering &amp; logo</td>
<td>$1,750.00</td>
</tr>
</tbody>
</table>

**Total $1,750.00**

**NOT RESPONSIBLE FOR ITEMS LEFT OVER 30 DAYS**

**Thank You**
PROPOSAL

1. Traditional style stationary awning with end wings and stationary valance manufactured complete and installed on the storefront. Frame made of welded 1" square and ½" round galvanized steel silver tubing, with the welds ground, primed and painted to match the tubing. Using Dickson, non-fire retardant fabric, #U170, Pink, with the fabric attached to the frame using the lace-on fabric attachment method.

Size: 15′ x 4′6″ x 3′0″ out

1571.00

Graphics to be white applied one color letters and numbers only, excluding the Foot Logo to read:

Stepping Out On Faith
Consignment Shop on the roof of the awning
www.steppingoutonfaith.com 1632 on the valance of the awning
821.00
$2392.00

- Any or all lettering/logos require an electronic file formatted as .eps or .ai or .pdf file. Artwork set-up and/or clean-up fees may apply at $75.00/hour.
- Permit to be applied for by but at no cost to Evanston Awning Co., prior to production or installation.
- Prior to our receipt of the full contract with 50% deposit, fabric samples and shop drawings (limit of 2 revisions) will be provided for owners approval and city permits upon our receipt of a 10% drawing deposit, which is non-refundable but applicable to the full contract once all approvals are received.
- Installation to be determined, weather permitting, upon our receipt of the signed contract, 50% deposit of the total order and fabric color selections. The balance is due on installation. This proposal becomes a bona fide contract when signed and returned.
- To clean the awning with SGS applied graphics use a mild soap and water solution, same as other Sunbrella applications. Use mild soap and water applied with a sponge or soft brush. Do not use a strong scrubbing motion. Do not use a power sprayer/washer. While still on the frame, the graphics portion of the awning should be cleaned by washing/brushing from the vinyl portion out, away from the edge of the vinyl. This will help to prevent damaging the "edge" of the graphics which could lead to "lift off." Rinse thoroughly with clean water.

Thank you,

George Schaefer, CPP, Sales Manager
This is an estimate for a new awning which will measure: 15ft wide by 4ft height and a 2ft projection. This price includes the following:
* all labor
* installation
* a 1" by 1" galvanized frame
* a one year warranty on our labor
* any logo or information on awning
* material will be canvas sunbrella
* color will be costumers decision
* Any paperwork needed for the city permit
* applying for permit if needed

Acceptance of proposal.
The above prices specifications and conditions are satisfactory & are hereby accepted. You are authorized to do the work as specified. Payment will be made as specified below.

Date of acceptance

Installation on or about **WHEN PERMIT IS APPROVED**

<table>
<thead>
<tr>
<th>Total price</th>
<th>$1,800.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

Hernandez Signs & Awnings works with a 50% deposit the rest of the amount is due when the job is finished.
Memorandum

To: Honorable Mayor and Members of the City Council

From: Paul Zalmezak, Economic Development Division Manager
       Cindy Plante, Economic Development Coordinator

Subject: Entrepreneurship Support Program Applications

Date: May 11, 2018

Recommended Action:
Staff and Economic Development Committee recommend approval of financial assistance through the Entrepreneurship Support Program totaling $9,860 for the following Evanston businesses:

- Hubris Wealth - Eric McLoyd
- Eye Boutique Kloset – Salina Roberson
- C&W Market – Clarence & Wendy Weaver
- Best 1 Built – Eric Dingle

Funding Source:
Funding will be from the Economic Development Business Retention/Expansion Fund (Account 100.21.5300.62662). The approved Fiscal Year 2018 Budget allocated a total of $150,000 for this account. A total of $28,720 has been spent or encumbered from this account since the beginning of FY 2018, leaving $121,280 available for expenditure.

Livability Benefit:
- Economy and Jobs: retain and expand local businesses, develop workforce, and expand job opportunities
- Equity and Empowerment: support poverty prevention and alleviation

Background:
The Entrepreneurship Support Program was created to provide limited one-time grant assistance to individuals starting or expanding a small business in Evanston. The program guidelines were approved by City Council in April, 2017 after consultation with the Minority, Women, and Evanston-Based Enterprise Committee (M/W/EBE Committee), Sunshine Enterprises, and LEND. The program guidelines provide for up to $2,500 in assistance for qualifying business expenses such as tools, equipment, insurance, professional services, training, certifications, and production space. Applicants operating or opening a brick and mortar establishment are also eligible for up
to $1,000 in assistance with City fees and licensing (to be provided by an interfund transfer from ED rather than a fee waiver. Applicants must provide three estimates for services to be funded (when possible) and must submit a detailed business plan as part of the application, and proof of either residence in Evanston or a business location in Evanston. Businesses receiving funding through this program are not barred from seeking funding through the Storefront Modernization Program in the event that they open a brick and mortar location in Evanston, though each program must be applied for separately. For more detailed information, please refer to the attached Program Guidelines.

Summary:
The 4 applicants included here have are seeking funding under the program to expand their respective businesses in Evanston. The table below provides a summary of these requests, followed by a more detailed summary of each business and application.

<table>
<thead>
<tr>
<th>Business</th>
<th>Eligible Expenses</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Licensing &amp; certifications</td>
<td>Software &amp; Equipment</td>
</tr>
<tr>
<td>Hubris Wealth</td>
<td>$1,494</td>
<td>$1,007</td>
</tr>
<tr>
<td>Eye Boutique Kloset</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>C&amp;W Market</td>
<td>-</td>
<td>$2,500</td>
</tr>
<tr>
<td>Best 1 Built</td>
<td>$159</td>
<td>$1,699</td>
</tr>
<tr>
<td></td>
<td><strong>Total:</strong></td>
<td>**</td>
</tr>
</tbody>
</table>

**Hubris Wealth**
Eric McLoyd is an Evanston resident working to start an investment and wealth management business after completing the [GROW business incubator course](#) offered by the Rogers Park Business Alliance. Mr. McLoyd is requesting funding assistance for state licensing, exam fees, incorporation, CRM software and an ipad. Most of these expenses are state mandated, so it isn't possible to provide multiple estimates, but a summary of the requests is provided below.

<table>
<thead>
<tr>
<th>Expense</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Securities Registration through FINRA</td>
<td>$745.00</td>
</tr>
<tr>
<td>Wealth Management Certification (Kaplan)</td>
<td>$599.00</td>
</tr>
<tr>
<td>Wealth Box CRM ($49*12)</td>
<td>$588.00</td>
</tr>
<tr>
<td>State of Illinois LLC Registration</td>
<td>$150.00</td>
</tr>
<tr>
<td>Ipad</td>
<td>$349.00</td>
</tr>
<tr>
<td>You can Book Me Scheduling app ($10 *7 months)</td>
<td>$70.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$2,501.00</strong></td>
</tr>
</tbody>
</table>

**Eye Boutique Kloset**
Eye Boutique Kloset is a clothing store located at 817 Main Street in Evanston. Owner Salina Roberson was part of one of the first Community Business Academy cohorts in Evanston, and among the first to open a brick and mortar store after completing the program. Ms. Roberson is requesting funding for new flooring for the shop and her
business license renewal for 2019. Three quotes are provided for flooring as summarized below:

<table>
<thead>
<tr>
<th></th>
<th>Cutting Edge Flooring</th>
<th>Transylvania Flooring</th>
<th>NJL Flooring</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flooring</td>
<td>$5,749.90</td>
<td>$6,550.00</td>
<td>$6,350.00</td>
</tr>
</tbody>
</table>

**C&W Market & Ice Cream Parlor**

C&W Market is a convenience store and ice cream shop located at Church Street and Dodge Avenue across from ETHS and Gibbs-Morrison Cultural Center. Owners Clarence and Wendy Weaver had initially inquired about funding in the summer of 2017, but the request was deferred to 2018 due to a spending freeze. In response to customer feedback, they are seeking funding to add a slushie machine and an additional freezer case to expand their frozen food offerings. They have also requested assistance for renewal of their Food Establishment License for 2019. The applicants have provided cost estimates for each item as summarized below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Webstaurant</th>
<th>Sam's Club</th>
<th>Restaurant Equippers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freezer</td>
<td>$1,499</td>
<td>$1,915</td>
<td>$1,945</td>
</tr>
<tr>
<td>Slushie Machine</td>
<td>$2,128.65</td>
<td>$1,994</td>
<td>$1,750</td>
</tr>
<tr>
<td>Total</td>
<td>$3,628</td>
<td>$3,909</td>
<td>$3,695</td>
</tr>
</tbody>
</table>

**Best 1 Built**

Eric Dingle is a residential general contractor operating as **Best 1 Built, Inc.** Mr. Dingle is requesting funding assistance for OSHA-30 certification, power tools, and a new website. The applicant has provided estimates as summarized below, including Evanston-based providers where possible.

<table>
<thead>
<tr>
<th>Item</th>
<th>NSC.org</th>
<th>OSHAtraining.com</th>
<th>Osha Education Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>OSHA Certification</td>
<td>$199</td>
<td>$169</td>
<td>$159</td>
</tr>
<tr>
<td>Website</td>
<td>$500</td>
<td>$300</td>
<td>$1,699.87</td>
</tr>
<tr>
<td>Powertool Kit</td>
<td>$1,699</td>
<td>$1,346.85</td>
<td>none</td>
</tr>
</tbody>
</table>

**Attachments:**
- Entrepreneurship Support Program Guidelines
- [Link to Applications and Business Plans included in April 25, 2018 Economic Development packet](#)
Entrepreneurship Support Program

Application Instructions & Guidelines
2017

City Manager's Office
Economic Development Division
2100 Ridge Avenue, Evanston, Illinois 60201
847.448.8132
cplante@cityofevanston.org
Program purpose & overview

The purpose of the small business support grant program is to assist in the growth of jobs in Evanston through entrepreneurship, helping residents and local business owners to create jobs by starting sustainable small businesses. To that end, this program aims to provide key supports during startup and initial growth stages to local entrepreneurs with viable business models.

Funding Source:

Projects will be funded through the Economic Development Revenues and any applicable TIF districts. Program expenses must be budgeted by the City each year, and will not carryover from year to year. In addition to required applicant eligibility qualifications, assistance under this Program depends upon availability of funds.

Eligibility Criteria

Applicants meeting eligibility criteria who are starting or operating a business with a physical location in Evanston are eligible for grant-based assistance through this Program. All applicants must submit a business plan conforming to minimum Program standards* and reasonably demonstrating business viability as determined at the discretion of Program staff.

Home-based businesses qualify if the business owner is an Evanston resident. Non-residents are eligible only if operating a business at a physical location in Evanston, and must provide documentation of the business address through ownership, registration, or lease documentation which identifies the applicant specifically.

In addition to a business plan, completed applications must include three quotes for each service or expense for which funding assistance is requested, including at least one quote from an Evanston-based provider whenever possible. If granted, assistance will be provided in the form of direct payments made for services or other applicable supports. Applicants will not receive cash payments.

*Business plan must include information substantially similar to one of the included references and must demonstrate commercial viability as determined at the discretion of Program staff.

Applicants must have no outstanding parking tickets and be current on all fees, taxes, utility bills and debts owed to the City of Evanston. Participation in this Program does not disqualify an applicant or business with a brick-and-mortar location from also participating in the Storefront Modernization Program.

Ineligible applicants include:

- Applicants with one or more outstanding parking tickets or who are not current on fines, fees, taxes, or utility bills due to the City of Evanston
- Applicants who have received Entrepreneurship Support Program funding from the City of Evanston within the past five years
- Businesses that are part of a franchise operation with more than 10 locations within or outside of Evanston
- Churches or other religious organizations
• Government offices or agencies
• Nonprofit organizations

Eligible Services

Eligible applicants may:

I. Request up to $1,000 in assistance with City permitting and licensing needs, including food establishment licenses, general business licenses, building and sign permits, or inspections; and/or
II. Request up to $2,500 of small business support grant funding for expenses or services in the following categories:

1. Professional Services (Accounting, tax, insurance, legal)
2. Tools and Equipment (software, hardware, process-specific tools or equipment)
3. Licenses and Certifications
4. Production and Work Space
5. Continued research and development of initial MVPs (minimum viable products)
6. Continuing Education and Key Personnel Development (Classes, workshops, training programs)
7. Professional and Market Networks

Program Administration & Application Process

Step 1: Submit online application (first Monday of the month). All grant applications must be completed and submitted online: https://cityofevanston.wufoo.com/forms/entrepreneurship-support-program-application/. Applications are considered on a rolling basis throughout the year and must be reviewed by the Economic Development Committee, which meets on the fourth Wednesday of each month. In order to ensure your place on the committee agenda, completed applications must be turned in no later than the second Monday of the month in which review is requested.

Complete applications must include:

✓ business plan
✓ three estimates for each service or purchase to be funded, including one estimate from an Evanston provider whenever possible
✓ proof of residency or business location in Evanston
Step 2: Staff application review process (10 business days). Staff will review applications for compliance with eligibility guidelines and scope of work to be funded. LEND will assist with business plan review and assessment.

Step 3: Public Review & Approval Process (fourth Wednesday of the month). Staff will submit the completed Entrepreneurship Support Program applications and bids to the Economic Development Committee and City Council for approval. Applicants are encouraged to attend all public meetings during which their applications are being considered.

Step 4: Execute a program agreement. Following approval by City Council, successful applicants must sign a Program agreement acknowledging the terms and obligations of their participation.