CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, June 25, 2018

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

ORDER OF BUSINESS

(I) Roll Call – Begin with Alderman Rainey

(II) Mayor Public Announcements and Proclamations
    Parks & Recreation Month, July

(III) City Manager Public Announcements
    Maxwell X Lab Report on the City of Evanston’s 311 System
    Promotions/Appointments:
    Michelle Masoncup, City Attorney/Corporation Counsel
    Joseph Dugan, Deputy Police Chief
    Dennis Leaks, Police Commander
    Timothy Sullivan, Police Sergeant

(IV) Communications: City Clerk

    and Public Comment (Agenda Item SP2)

(VI) 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.

(VII) Special Orders of Business

**SPECIAL ORDERS OF BUSINESS**

(***SP1*** Resolution 45-R-18, Declaring the Evanston City Council’s Opposition to the Trump Administration “Zero Tolerance” Policy, Opposition to the Indefinite Detention of Children with their Parents, and Urging for the Reunification of all Detained Families)

Mayor Hagerty recommends the City Council adopt Resolution 45-R-18, declaring the Evanston City Council’s opposition to the Trump Administration “Zero Tolerance” Policy, opposition to the indefinite detention of children with their parents, and urging for the reunification of all detained and separated families.

*For Action*

(***SP2*** Ordinance 71-O-18, Authorizing 2018 A, B, C and D General Obligation Bond Issues)

Staff recommends introduction of Ordinance 71-O-18 providing for the issuance of one or more series of not-to-exceed $50,000,000 General Obligation Corporate Purpose Bonds, Series 2018A, to finance the construction and equipment of a new Robert Crown Community Center, Ice Complex and Library Center, one or more series of not-to-exceed $20,000,000 General Obligation Corporate Purpose Bonds, Series 2018B, for capital improvements, one or more series of not-to-exceed $10,000,000 General Obligation Refunding Bonds, Series 2018C, for refunding purposes and one or more series of not-to-exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2018D, for redevelopment projects, of the City of Evanston, Cook County, Illinois, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said refunding bonds, and authorizing and directing the sale of said bonds at public competitive sale. The ordinance will be completed and signed after the bond sale date, which is tentatively scheduled in late July / August. A detailed breakdown of the funding sources can be found on the corresponding transmittal memorandum.

*For Introduction*
(SP3) Resolution 42-R-18, Amending the City of Evanston Budget Policy
Staff recommends adoption of Resolution 42-R-18, amending the City of Evanston budget policy. The Resolution will increase the City’s debt limit to $150M in order to accommodate the bond issuance requested in Item SP2.

For Action

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

CONSENT AGENDA

(M1) Approval of Minutes of the Regular City Council Meetings of May 21, 2018 and May 29, 2018.
For Action

ADMINISTRATION & PUBLIC WORKS COMMITTEE

(A1) Payroll – May 28, 2018 through June 10, 2018 $2,914,751.37
For Action

(A2) Bills List – June 26, 2018 $3,366,487.59
For Action

(A3) One-Year Contract Renewal with Sam Goss & Associates for Handyman Services
Staff recommends that City Council authorize the City Manager to execute the final year of a three (3) year agreement with Sam Goss & Associates (1727 Brummel, Evanston) to provide handyman services for the Handyman Program. This agreement will cover the period of July 1, 2018 through June 31, 2019 at a cost not to exceed $35,000 ($30/hour for labor plus materials/supplies purchased to complete a task). Funding is provided from the Affordable Housing Fund (Account 250.21.5465.63095), with a budget of $35,000.00.
For Action
(A4) **Contract with American Surveying & Engineering, P.C. for the Survey Benchmark Update**
Staff recommends City Council authorize the City Manager to execute a contract for the Survey Benchmark Update (No. 18-26) with American Surveying & Engineering, P.C. (150 N. Wacker Drive, Suite 2650, Chicago, IL 60606) in the amount of $49,447.42. This will verify the accuracy of the existing 18 survey monuments and to install an additional 20 monuments around the City. The monuments are utilized by contractors, developers, engineers, and City staff to design and construct projects ranging from roadway improvements to commercial development. Funding for this project will be provided from Capital Improvement Program (CIP) 2018 General Obligation Bonds (Account 415.40.4118.65515 – 418015), which has a budget allocation of $50,000, all of which is remaining.
**For Action**

(A5) **Contract with Construction Consulting & Disbursement Services for the Water Treatment Plant Door Renovations**
Staff recommends City Council authorize the City Manager to execute a contract with Construction Consulting & Disbursement Services (5836 Lincoln Avenue, Suite 200, Morton Grove, IL) for the Water Treatment Plant Door Renovations (Bid 18-29) in the amount of $80,500. Funding will be provided from the Water Fund (Account No. 513.71.7330.65515 – 718002), which was budgeted at $130,000 in FY 2018 and has $128,040 remaining.
**For Action**

(A6) **Sole Source Contract with Elcast Lighting to Repair the City of Evanston’s Street Light Fixtures and Units**
Staff recommends the City Council authorize the City Manager to execute a sole source contract for the repair of ninety-three (93) Tallmadge Induction lighting units and fifty-eight (58) Induction Davit fixtures with Elcast Lighting (815 S. Kay Avenue, Addison, Illinois, 60101) in the amount of $36,473.00. Funding for this purchase will come from Capital Improvement Fund – Street Improvement Program – Lighting (Account 415.40.4118.65515-418024) budgeted in the amount of $175,000.00 with a remaining balance of $85,000.
**For Action**

(A7) **Contract with Garland/DBS, Inc. for the Fire Station 2 Roof Replacement**
Staff recommends City Council authorize the City Manager to execute a contract for the Fire Station 2 Roof Replacement with Garland/DBS, Inc. (3800 East 91st St., Cleveland, OH) in the amount of $234,057. Funding will be provided from the GO Bond Capital Improvement Fund (Account 415.40.4118.65515 – 418007). The roof replacement project was budgeted at $220,000 in FY 2018. The additional $14,057 for the masonry repairs will be provided from Facilities Contingency.
**For Action**
(A8) **Contract with Garland/DBS, Inc. for Mason Park Fieldhouse Roof and Exterior Improvements**

Staff recommends City Council authorize the City Manager to execute a contract for Mason Park Fieldhouse roof and exterior improvements with Garland/DBS, Inc. (3800 East 91st St., Cleveland, OH) in the amount of $109,996. Garland/DBS Inc. was the selected contractor for roofing and masonry work through the U.S. Communities cooperative purchasing program. Funding will be provided from Community Development Block Grant Funds (Account 415.40.4318.6515 – 618009). This project was budgeted at $110,000 in FY 2018.

For Action

(A9) **Contract with MAG Construction Co. for the South Standpipe Pump Station Motor Control Center and Building Renovation**

Staff recommends the City Council authorize the City Manager to execute a contract for the South Standpipe Pump Station Motor Control Center and Building Renovation (Bid 18-17) with MAG Construction Co. (629 Homewood Avenue, Highland Park, IL 60035) in the amount of $377,000. Funding for will be provided from the Water Fund (Account 513.71.7330.6515 – 717006), which has an FY2018 budget of $325,000. Funding for the difference between the budget and the bid cost is available in the Water Fund from delays on other projects, specifically the Clearwell 9 Replacement Project.

For Action

(A10) **Ordinance 63-O-18, Amending the City Code to Remove One-Way Alley Restriction between Harrison Street and Colfax Place**

Staff recommends City Council adopt Ordinance 63-O-18, amending Section 10-11-4, Schedule IV(B) of the City Code to remove one-way restriction for the alley between Harrison Street and Colfax Place east of Crawford Avenue. The required signs will cost approximately $40 and will be installed by in-house staff. Funding will come from the General Fund-Traffic Control Supplies (Account 100.40.4520.65115), with a FY 2018 budget of $58,000 and a YTD balance of $24,406.

For Action

(A11) **Ordinance 35-O-18, Sale of Surplus Property Fleet Vehicles**

Staff recommends that City Council adopt Ordinance 35-O-18, directing the City Manager to offer the sale of vehicles owned by the City through public auction at the Northwest Municipal Vehicle Auction being sponsored by America’s Auto Auctions on Tuesday, July 24, 2018 or any other subsequent America’s Online Auction. These vehicles have been determined to be surplus as a result of new vehicle replacements being placed into service or vehicles that had to be taken out of service for safety reasons with the intention of eventual replacement.

For Action
(A12) Resolution 39-R-18, Local Agency Agreement with the Illinois Department of Transportation for the Central Street Bridge Phase II Engineering Funding
Staff recommends City Council adoption of Resolution 39-R-18 authorizing the City Manager to sign a Local Agency Agreement with the Illinois Department of Transportation (IDOT) for the Central Street Bridge Phase II Engineering (construction plans). The Agreement establishes the maximum grant funding at 80% of the engineering cost and commits Evanston to fund 20% of the engineering cost. In accordance with IDOT procurement procedures, City staff negotiated a final cost for the Phase II Engineering with Stanley Consultants. The total Phase II Engineering cost is $519,512, of which $415,674 (80%) will be funded from a federal grant from the Surface Transportation Program – Bridge Program (STP-BR) and $103,918 (20%) from the City’s Capital Improvement Program (CIP) General Obligation Bonds.

For Action

(A13) Resolution 40-R-18, Agreements with Illinois Department of Transportation and Stanley Consultants, Inc. for the Central Street Bridge Phase II Engineering Study
Staff recommends City Council adoption of Resolution 40-R-18 authorizing the City Manager to sign a Preliminary Engineering Services Agreement for Federal Participation with the Illinois Department of Transportation and a Professional Services Agreement with Stanley Consultants, Inc. (850 West Higgins Road, Suite 730, Chicago, IL 60631) for the Central Street Bridge Phase II Engineering. The total cost of the Phase II Engineering Services with Stanley Consultants, Inc. is $519,512. A federal grant will reimburse the City for 80% of the engineering cost, or $415,674 and the remaining 20%, or $103,918 will be from the Capital Improvements Fund, 2018 General Obligation Bonds, account 415.40.4118.62145-416513.

For Action

(A14) Resolution 44-R-18, Approval of Amended Agreement for the Northern Illinois Police Alarm System
Evanston Police Department Staff recommend City Council adopt Resolution 44-R-18, authorizing the City Manager to approve an amended mutual aid agreement for the Northern Illinois Police Alarm System (NIPAS). NIPAS is a mutual-aid group that provides the Evanston Police Department with emergency services capability, mobile field force capability, and a large contingent of bicycle-officers trained for crowd control.

For Action
(A15) Resolution 27-R-18, Termination of Lease at 2222 Oakton; and Issuance of a Request for Qualifications/Proposals for Reuse

Staff seeks direction on the next steps for the City-owned property at 2222 Oakton Street, including issuance of a Request for Qualifications/Proposals. Staff recommends continuation of 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” to the next Administration & Public Works Committee meeting.

For Action

(A16) Resolution 29-R-18, Authorizing the City Manager to Enter into a Six Month Lease Agreement for Studio 220 at the Noyes Cultural Arts Center

Staff recommends City Council approval of Resolution 29-R-18, authorizing the City Manager to enter into an agreement for a six (6) month lease term with new tenant Soccorro Mucino, an Evanston resident, to lease vacant studio 220 at the Noyes Cultural Arts Center.

For Action

(A17) Resolution 46-R-18, Amendment to the Commercial Lease of City-Owned Property located at 727 Howard Street to Hip Circle Empowerment Center

Staff recommends City Council adoption of Resolution 46-R-18, authorizing the City Manager to amend the five year lease agreement with Hip Circle Empowerment Center located in city-owned property at 727 Howard Street to account for additional expenses related to construction of tenant improvements. Funding of up to $40,350 will be from the Howard/Ridge Tax Increment Financing Fund (Account 330.99.5860.65509).

For Action

(A18) Ordinance 67-O-18, Updating Authorized Signatories and Financial Institutions for Deposits/Investments of City Funds

Staff recommends City Council adopt Ordinance 67-O-18 to allow the City to invest money using services of 5/3 Securities, Inc., PFM Investment Services and Wintrust Community Bank.

For Introduction

(A19) Ordinance 72-O-18, Increasing the Onsite Beer Sample Sale Size Limit From 24 to 32 ounces for the Class K license Class.

Local Liquor Commissioner recommends City Council adoption of Ordinance 72-O-18, amending Evanston City Code Subsection 3-4-6-(K) to increase the onsite beer sample sale size limit from 24 to 32 ounces.

For Introduction
(A20) **Ordinance 73-O-18, Amending Sunday Service Hours to Begin at 10 a.m. for Restaurant Liquor Licenses**

Local Liquor Commissioner recommends City Council adoption of Ordinance 73-O-18, amending Evanston City Code Subsections 3-4-6-(A), 3-4-6-(C), 3-4-6-(C-1), 3-4-6-(D), 3-4-6-(H), 3-4-6-(I), and 3-4-6-(J) to amend Sunday alcohol service hours to begin at 10 a.m.

**For Introduction**

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(A21) **Ordinance 74-O-18, Decreasing the Number of Class C Liquor Licenses for Cheesie’s Pub and Grub LLC, located at 622 Davis Street**

Staff recommends City Council adoption of Ordinance 74-O-18, amending Evanston City Code Subsection 3-4-6-(C) to decrease the number of Class C Liquor Licenses from twenty-five (25) to twenty-four (24), due to the closure of Cheesie’s Pub and Grub located at 622 Davis Street. *Staff recommends suspension of the rules for Introduction and Action at the June 25, 2018 City Council meeting.*

**For Introduction and Action**

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**PLANNING & DEVELOPMENT COMMITTEE**

(P1) **Granting Vacation Rental License for 2001 Orrington**

City staff recommends approval of a Vacation Rental License for the property located at 2001 Orrington Avenue. The Vacation Rental meets all of the Standards and Procedures for license approval. This item was held at Committee on May 29, 2018 until the June 25, 2018 Planning & Development Committee/City Council meeting.

**For Action**

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(P2) **Ordinance 66-O-18, Adding City Code Subsection 5-4-5-6, “Examination of Records by Unit Owners”**

Staff submits for City Council approval Ordinance 66-O-18, Adding City Code Subsection 5-4-5-6, “Examination of Records by Unit Owners.” Pursuant to Alderman Fiske’s request and within the City’s home rule authority, Ordinance 66-O-18 will codify and incorporate Public Act 100-0292 record keeping requirements into the City of Evanston Municipal Code, but prohibit the unauthorized access to condominium unit owners' email addresses and telephone numbers.

**For Action**
(P3) **Resolution 34-R-18, Approving a Plat of Resubdivision for 2020 Greenwood Street**

City staff recommends adoption of Resolution 34-R-18 approving the proposed re-subdivision of the property located at 2020 Greenwood Street. The applicant, Nikita Turik, Co-Manager, Greenwood Storage, LLC, is proposing to re-subdivide the property into 2 lots. The storage facility will remain; the new lot will be created at the west end of the property. The proposed lots will exceed minimum lot dimension requirements for the district.

**For Action**

**RULES COMMITTEE**

(O1) **Resolution 37-R-18, Amending Section 9.9.2 and Section 24, “Votes,” of the City Council Rules**

Rules Committee and staff recommend City Council approval of Resolution 37-R-18, amending City Council Rules and Organization of the City Council of the City of Evanston Section 9.9.2 and Section 24, “Votes,” to clarify voting results during the City Council standing committees, particularly with tie votes.

**For Action**

(O2) **Resolution 38-R-18 Amending the Purpose and Composition of the Membership of the Transportation/Parking Committee**

The Rules Committee and Staff recommend City Council adoption of Resolution 38-R-18 that includes the following changes to the Purpose and Composition of the Membership of the Transportation/Parking Committee: 1) Decrease the number of members from nine (9) to seven (7); 2) decrease the quotient for members from City Council from four (4) to three (3); 3) Committee should cover various modes of transportation; 4) remove non-voting ex officio members; and 5) Update the purpose for individuals to consider when making recommendations.

**For Action**

(O3) **Ordinance 69-O-18, Amending City Code Section 2-14-2, “Membership” of the Housing and Community Development Act Committee**

Rules Committee and staff recommend City Council adoption of Ordinance 69-O-18, amending Ordinance 103-O-16 that codified the Housing and Community Development Act Committee in line with other City boards and commission, and changes “Section 2-14-2: Membership” to delete the requirement of one member who is a representative of the Plan Commission. This also reduces the total membership of the committee to nine to facilitate quorum.

**For Introduction**
(IX) 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)}

(X) Executive Session

(XI) Adjournment

MEETINGS SCHEDULED THROUGH JULY 15, 2018
Upcoming Aldermanic Committee Meetings

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Committee</th>
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<tbody>
<tr>
<td>6/27/2018</td>
<td>6:00 PM</td>
<td>Transportation &amp; Parking Committee</td>
</tr>
<tr>
<td>6/27/2018</td>
<td>7:00 PM</td>
<td>Economic Development Committee</td>
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<tr>
<td>6/28/2018</td>
<td>6:30 PM</td>
<td>Equity &amp; Empowerment Commission</td>
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<tr>
<td>7/2/2018</td>
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<td>Human Services Committee</td>
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<td>7/5/2018</td>
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<td>Housing and Homelessness Commission</td>
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<td>7/9/2018</td>
<td>6:00 PM</td>
<td>Administration &amp; Public Works, Planning &amp; Development, City Council</td>
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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.
Memorandum

To: Honorable Mayor and Members of the City Council

From: Wally Bobkiewicz, City Manager
       Mario Treto, Jr., Assistant City Attorney

Subject: Resolution 45-R-18, Declaring the Evanston City Council’s Opposition to the Trump Administration “Zero Tolerance” Policy, Opposition to the Indefinite Detention of Children with their Parents, and Urging for the Reunification of all Detained Families.

Date: June 21, 2018

Recommended Action:
Mayor Hagerty recommends the City Council adopt Resolution 45-R-18, declaring the Evanston City Council’s opposition to the Trump Administration “Zero Tolerance” Policy, opposition to the indefinite detention of children with their parents, and urging for the reunification of all detained and separated families.

Livability Benefits:

Summary:
There has been a quick response nationwide to the Trump Administration’s “Zero Tolerance” policy and its effects on immigrant families, including by cities such as New Orleans, LA, Carrboro, NC, and others. Resolution 45-R-18 seeks to join these voices nationwide and builds upon efforts to make Evanston one of the most immigrant-friendly cities in the country. This resolution serves to affirm the City of Evanston’s position on the issue, and its commitment to respect and dignity for all.

Resolution 45-R-18 declares the City Council’s opposition to the Trump Administration’s “Zero Tolerance” policy, opposition to the indefinite detention of children with their parents, and urges for the reunification of all detained and separated families in light of the Executive Order signed by President Donald J. Trump on June 20, 2018.

Legislative History:
N/A

Attachments:
Resolution 45-R-18
A RESOLUTION

Declaring the Evanston City Council's Opposition to the Trump Administration “Zero Tolerance” Policy, Opposition to the Indefinite Detention of Children with their Parents, and Urging for the Reunification of All Detained and Separated Families

WHEREAS, considerable attention has been paid to the plight of children at the Southern border and the New York Times recently reported that the Department of Health and Human Services (“HHS”) had confirmed that the Department of Homeland Security (“DHS”) has separated more than seven hundred (700) children from their parents since October 2017, including more than one hundred (100) children under age four; and

WHEREAS, the Department of Justice has adopted a “zero tolerance” policy toward individuals apprehended at the border, which calls for the criminal prosecution of all migrants entering the United States outside of ports of entry and the resulting forced separation of many children from their families; and

WHEREAS, this prosecution-first mentality is costly, taxing on our courts, and unnecessarily punitive, especially as it affects family units; and

WHEREAS, the United States has a higher standard than legality, with our country’s most basic moral commitment being human rights and dignity; and

WHEREAS, forced family segregation and the intentional infliction of injury to children are below the standards of the United States and inconsistent with American family values; and
WHEREAS, the punishment of forced separation is not commensurate with the parent's alleged offense; and

WHEREAS, many of these families are fleeing violence in their home countries, and it is inhumane to punish them for seeking safety and invoking their right to seek asylum in the United States; and

WHEREAS, President Donald J. Trump signed an executive order on June 20, 2018, which provides for a broad stop to separating families at the border but does not change anything in terms of putting families back together that have already been separated and allows for the indefinite detention of children with their parents,

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: The Evanston City Council registers its strong opposition to separating children from their families at the border and calls on the Department of Homeland Security and Department of Justice to allow all families apprehended to remain together to the extent possible, to help avoid the heartbreak and irreversible trauma of forced separation.

SECTION 3: The Evanston City Council urges Congress to take action immediately to ensure that the Department of Justice and the Department of Homeland Security are prohibited from this wholesale separation of children from their families at the border and the indefinite detention of children with their parents, contrary to federal
prohibitions on detaining children in immigration facilities for longer than twenty (20) days.

**SECTION 4:** A copy of this resolution will be forwarded to Illinois’ representatives in the United States Senate, the United States House of Representatives, United States President Donald J. Trump, United States Department of Justice Attorney General Jeff Sessions, and United States Department of Homeland Security Secretary Kirstjen Nielsen.

**SECTION 5:** 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

Approved as to form:

______________________________
Michelle L. Masoncup, Corporation Counsel

Adopted: _________________, 2018
Memorandum

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

From: Hitesh Desai, Chief Financial Officer
       Ashley King, Budget and Finance Manager

Subject: Ordinance 71-O-18, Authorizing 2018 A, B, C and D General Obligation Bond Issues; and
         Resolution 42-R-18, Amending the City of Evanston Budget Policy

Date: June 7, 2018

Recommended Action:
Staff recommends introduction of Ordinance 71-O-18 providing for the issuance of one or more series of not-to-exceed $50,000,000 General Obligation Corporate Purpose Bonds, Series 2018A, to finance the construction and equipment of a new Robert Crown Community Center, Ice Complex and Library Center, one or more series of not-to-exceed $20,000,000 General Obligation Corporate Purpose Bonds, Series 2018B, for capital improvements, one or more series of not-to-exceed $10,000,000 General Obligation Refunding Bonds, Series 2018C, for refunding purposes and one or more series of not-to-exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2018D, for redevelopment projects, of the City of Evanston, Cook County, Illinois, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said refunding bonds, and authorizing and directing the sale of said bonds at public competitive sale. The ordinance will be completed and signed after the bond sale date, which is tentatively scheduled in late July / August.

In addition, staff recommends adoption of Resolution 42-R-18, amending the City of Evanston budget policy. The Resolution will increase the City’s debt limit to $150M in order to accommodate this bond issuance.
**Funding Source:**
The debt service for proposed not-to-exceed $50,000,000 2018A Bonds will be paid out from the various sources including funds raised by Friends of Robert Crown and a variety of existing or new revenue sources including the tax levy. Please note that the City will issue the bonds of a par value not-to-exceed $25,000,000 in 2018. The remainder of the bonds will be issued in 2019 depending on the funding requirement.

The debt service for proposed not-to-exceed $20,000,000 2018B bonds will be paid out of the future corporate purpose tax levy as well as Water Fund as these bonds are issued to provide the funding for the general capital improvements, Library improvements, and water infrastructure projects.

The proposed not-to-exceed $10,000,000 2018C issuance will fund the replacement of $1,500,000 of 2008A bonds and $8,065,000 of 2008C bonds plus issuance costs. The City has already levied for the December 1, 2018 bond payment and therefore one year of payments will come from the Debt Service Fund. The City has been issuing bonds at a premium in the past and it is likely that 2018C bonds will also be issued at a premium, meaning we will issue less in bonds than the cash that will be received in bond proceeds. Interest cost savings on this refunding is estimated at over $900,000 over the life of the bonds. The analysis of money saved from this refunding is in Attachment 3.

The 2018D Taxable bond issue will be paid from future tax increments from the Howard Ridge TIF.

The final amount of bonds issued may vary based on the actual bid responses.

**Livability Benefits:**

**Summary:**
Staff recommends adoption of the Ordinance 71-O-18 for the 2018 A, B, C and D bond issuance in the not-to-exceed amount of $85,000,000. The said ordinance will be valid until May 1, 2019 for any additional debt issue subject to the parameters set. The proposed debt issuance is comprised of 2018A not-to-exceed $50,000,000 of general obligation (G.O.) bonds issued as 501C (3) Bonds for the Robert Crown Center. As noted earlier, the bonds will be issued for an amount not-to-exceed a par value of $25,000,000 in 2018. The amount and timing of the bonds to be issued next year will be contingent upon the construction schedule and fundraising money.

As done previously, the City uses a parameters ordinance that provides a not-to-exceed limit for the bonds set at $50,000,000 for the 2018A issue. This allows for any favorable issuance structure that is slightly different than the par amount desired.
The 2018B General Bond issue funds will be used for general capital projects, Library improvements and infrastructure projects in the Water Fund. Attachment 2 is a full list of projects to be funded out of 2018B bonds.

A summary of the City’s current unabated debt and the impact of the proposed G.O. bond issuance are provided in the table below:

<table>
<thead>
<tr>
<th>Unabated Debt Summary</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Beginning Unabated Debt (as of 1/1/18)</td>
<td>$ 109,395,846</td>
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<tr>
<td>Proposed FY18 Unabated Debt Issuance</td>
<td>$37,100,000</td>
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<tr>
<td>FY18 Unabated Debt Payment</td>
<td>(9,294,128)</td>
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<tr>
<td><strong>Projected Year End Unabated Debt (through 12/31/18)</strong></td>
<td><strong>$ 137,201,718</strong></td>
</tr>
</tbody>
</table>

The City’s unabated General Obligation debt limit is $113,000,000 (per page 52 of the 2018 Adopted Budget). The $37,100,000 increase mentioned above is $25M for Robert Crown, $10M of the General Obligation Bonds for CIP projects and $2.1M for Library improvements. The additional $5M of that issuance is supported by Water Fund and does not count against the City’s debt. Resolution 42-R-18 is attached for consideration of an increase to the City’s debt limit to $150M in order to accommodate this bond issuance.

Capital Improvement Program
The FY 2018 Capital Improvement Program (CIP) contains a detailed list of projects funded by general obligation bonds, and based on revised estimates the specific project funding is listed as Attachment 1 to this report.

Water Fund
The 2018B bond issue recommended in this report includes $5,000,000 in general obligation debt. The debt service will not impact the general tax levy as principal and interest will be abated by payments from the Water Fund each year.

Library Fund
The 2018B bond issue recommended in this report includes $2,095,000 in general obligation debt for Library projects as detailed in Attachment 2. This includes $1,250,000 for Robert Crown’s Library.

2018C General Obligation Refunding Bond Issue
The 2018C General Bond issue is a refunding of 2008A ($1,500,000) and 2008C (8,065,000) bonds. Total amount of bonds to be refunded will be $9,565,000 which is now callable for the period of 2018 – 2028. Savings of just over $800,000 in debt service costs is anticipated from this refunding and the refunding analysis is included as Attachment 3.
2018D Taxable General Obligation Bond Issue- Howard Ridge TIF

The Howard Ridge TIF includes two projects. The first project currently under design is the Howard Street Theater Project. This project is estimated at a cost of $1.5 million. The second project approved last year is a mixed use development at 130 Chicago, which will include housing and retail uses for a City commitment of $2.0 million.

Attachments

1. 2018 Bond Ordinance 71-O-18
2. List of 2018 Debt Funded CIP Projects
3. 2008 Refunding – Savings Analysis
4. Resolution 42-R-18
5. Preliminary Official Statement for 2018 Bonds
6. Bond Order
7. Escrow Agreement
8. Continuing Disclosure
ORDINANCE NUMBER 71-O-18

AN ORDINANCE providing for the issuance of one or more series of not to exceed $50,000,000 General Obligation Corporate Purpose Bonds, Series 2018A, to finance the construction and equipment of a new Robert Crown Community Center, Ice Complex and Library Center, one or more series of not to exceed $20,000,000 General Obligation Corporate Purpose Bonds, Series 2018B, for capital improvements, one or more series of not to exceed $10,000,000 General Obligation Refunding Bonds, Series 2018C, for refunding purposes and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2018D, for redevelopment projects, of the City of Evanston, Cook County, Illinois, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said refunding bonds, and authorizing and directing the sale of said bonds at public competitive sale.
Introduced on the 25th day of June, 2018.

Adopted by the City Council on the 9th day of July, 2018.

Published in Pamphlet Form by Authority of the Corporate Authorities on the 9th day of July, 2018.
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LIST OF EXHIBITS

A—FORM OF BOND ORDER
B—CONTINUING DISCLOSURE UNDERTAKING
C—ESCROW LETTER AGREEMENT
ORDINANCE NUMBER 71-O-18

AN ORDINANCE providing for the issuance of one or more series of not to exceed $50,000,000 General Obligation Corporate Purpose Bonds, Series 2018A, to finance the construction and equipment of a new Robert Crown Community Center, Ice Complex and Library Center, one or more series of not to exceed $20,000,000 General Obligation Corporate Purpose Bonds, Series 2018B, for capital improvements, one or more series of not to exceed $10,000,000 General Obligation Refunding Bonds, Series 2018C, for refunding purposes and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2018D, for redevelopment projects, of the City of Evanston, Cook County, Illinois, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said refunding bonds, and authorizing and directing the sale of said bonds at public competitive sale.

PREAMBLES

WHEREAS

A. The City of Evanston, Cook County, Illinois (the “City”), has a population in excess of 25,000, and pursuant to the provisions of the 1970 Constitution of the State of Illinois and particularly Article VII, Section 6(a) thereof, is a home rule unit and as such may exercise any power or perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt.

B. Pursuant to the home rule provisions of Section 6 of Article VII, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.
C. The City Council of the City (the “Corporate Authorities”) has determined it is necessary and convenient for the public health, safety, and welfare to finance a portion of the costs of the construction and equipment of a new Robert Crown Community Center, Ice Complex and Library Center, and to pay expenses incidental to same, including costs of issuance of bonds for such purpose (such construction, equipment and related expenses and costs being the “Robert Crown Project”) at an estimated cost of approximately $50,000,000; and, there being insufficient on hand and allocable to the purpose, the Corporate Authorities have determined it is necessary and convenient to borrow not to exceed said sum of $50,000,000 at this time pursuant to the Act (as hereinafter defined) and, in evidence of such borrowing, to issue general obligation bonds of the City (the “2018A Bonds” as hereinafter further defined) for such purpose in not to exceed such principal amount.

D. The Corporate Authorities have determined it is necessary and convenient for the public health, safety, and welfare to provide for capital improvements at various locations throughout the City, including certain capital expenditures as detailed for the year 2018 in the City’s Capital Improvement Plan, as adopted and amended from time to time by the Corporate Authorities, and to pay expenses incidental to such improvements and costs of issuance of bonds for such purpose (such improvements and related expenses and costs being the “Capital Improvement Project”) at an estimated cost of approximately $20,000,000; and, there being no funds on hand and allocable to the purpose, the Corporate Authorities have determined it is necessary and convenient to borrow not to exceed said sum of $20,000,000 at this time pursuant to the Act and, in evidence of such borrowing, to issue general obligation bonds of the City (the “2018B Bonds” as hereinafter further defined) for such purpose in not to exceed such principal amount.
E. The City has heretofore issued and there are now outstanding the following legal and validly binding and subsisting obligations of the City:

**GENERAL OBLIGATION BONDS, SERIES 2008A, DATED MAY 7, 2008**

Original Principal Amount: $3,800,000

Originally Due Serially on December 1 of the Years: 2009 to 2021

Amount Remaining Outstanding: $1,500,000

Amount Which May Be Refunded: $1,500,000

**REMAINING OUTSTANDING 2008A BONDS AND 2008A BONDS WHICH MAY BE REFUNDED DUE AND DESCRIBED AS FOLLOWS:**

<table>
<thead>
<tr>
<th>DECEMBER 1 OF THE YEAR</th>
<th>AMOUNT ($)</th>
<th>RATE OF INTEREST (%)</th>
<th>AMOUNT WHICH MAY BE REFUNDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>315,000</td>
<td>4.00</td>
<td>ALL</td>
</tr>
<tr>
<td>2019</td>
<td>320,000</td>
<td>5.00</td>
<td>ALL</td>
</tr>
<tr>
<td>2020</td>
<td>430,000</td>
<td>4.50</td>
<td>ALL</td>
</tr>
<tr>
<td>2021</td>
<td>435,000</td>
<td>5.00</td>
<td>ALL</td>
</tr>
</tbody>
</table>

which bonds (the “2008A Bonds”) are currently subject to redemption prior to maturity at the option of the City on any date, at the redemption price of par plus accrued interest to the date of redemption.
GENERAL OBLIGATION BONDS, SERIES 2008C, DATED MAY 7, 2008

Original Principal Amount: $12,395,000

Originally Due Serially on December 1 of the Years: 2009 to 2028

Amount Remaining Outstanding: $8,065,000

Amount Which May Be Refunded: $8,065,000

REMAINING OUTSTANDING 2008C BONDS AND 2008C BONDS WHICH MAY BE REFUNDED DUE AND DESCRIBED AS FOLLOWS:

<table>
<thead>
<tr>
<th>DECEMBER 1 OF THE YEAR</th>
<th>AMOUNT ($)</th>
<th>RATE OF INTEREST (%)</th>
<th>AMOUNT WHICH MAY BE REFUNDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>570,000</td>
<td>4.00</td>
<td>All</td>
</tr>
<tr>
<td>2019</td>
<td>595,000</td>
<td>5.00</td>
<td>All</td>
</tr>
<tr>
<td>2021</td>
<td>1,280,000</td>
<td>5.00</td>
<td>All</td>
</tr>
<tr>
<td>2023</td>
<td>1,415,000</td>
<td>5.00</td>
<td>All</td>
</tr>
<tr>
<td>2025</td>
<td>1,560,000</td>
<td>5.00</td>
<td>All</td>
</tr>
<tr>
<td>2028</td>
<td>2,645,000</td>
<td>5.00</td>
<td>All</td>
</tr>
</tbody>
</table>

which bonds (the “2008C Bonds” and together with the 2008A Bonds, the “Prior Bonds”) are currently subject to redemption prior to maturity at the option of the City on any date, at the redemption price of par plus accrued interest to the date of redemption.

F. The Corporate Authorities have considered and determined that interest rates available in the bond market for the maturities of the Prior Bonds to be refunded are currently more favorable for the City than they were at the time when the Prior Bonds were issued and that it is possible, proper, and
advisable to provide for the timely refunding, if such favorable rates continue, of the Prior Bonds, and to provide for the payment and redemption thereof as same become due, to the end of taking advantage of the debt service savings which may result from such lower interest rates (which refunding may hereinafter be referred to as the “Refunding”).

G. The Corporate Authorities hereby determine that it is advisable and in the best interests of the City to provide for the borrowing of not to exceed $10,000,000 at this time pursuant to the Act for the purpose of paying the costs of the Refunding and, in evidence of such borrowing, to provide for the issuance of general obligation bonds of the City (the “2018C Bonds” as hereinafter further defined) for such purpose in not to exceed such principal amount.

H. The Corporate Authorities have determined it is necessary and convenient for the public health, safety, and welfare to provide for redevelopment projects within certain tax increment financing districts throughout the City, and to pay expenses incidental to such projects and costs of issuance of bonds for such purpose (such projects and related expenses and costs being the “TIF Project”) at an estimated cost of approximately $5,000,000; and, there being no funds on hand and allocable to the purpose, the Corporate Authorities have determined it is necessary and convenient to borrow not to exceed said sum of $5,000,000 at this time pursuant to the Act and, in evidence of such borrowing, to issue general obligation bonds of the City (the “2018D Bonds” as hereinafter further defined) for such purpose in not to exceed such principal amount.

I. The Corporate Authorities have heretofore and it hereby expressly is determined that it is desirable and in the best interests of the City that there be authorized at this time the borrowing of money for the Robert Crown Project, the Capital Improvement Project, the Refunding and the TIF Project and, in evidence of such borrowing, the issuance of bonds of the City, and that certain officers of the City be authorized to sell the 2018A Bonds, the 2018B Bonds, the 2018C Bonds and the 2018D Bonds
and, accordingly, it is necessary that said officers be so authorized within certain parameters as hereinafter set forth.

J. Pursuant to the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), the City published notice of a public hearing on the proposal to issue the 2018A Bonds for the purpose of financing the costs of the Robert Crown Project (the “TEFRA Hearing”) in the Chicago Tribune on the 1st day of June, 2018, being not less than 14 and not more than 30 days before the date of the TEFRA Hearing.

K. On the 25th day of June, 2018, the Corporate Authorities, being the elected legislative body of the City and the applicable elected representative required to approve the issuance of the 2018A Bonds within the meaning of Section 147(f) of the Code, conducted the TEFRA Hearing.

NOW THEREFORE Be It Ordained by the City Council of the City of Evanston, Cook County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles.

Capital Improvement Project

City

Code

Corporate Authorities
Prior Bonds

Refunding

Robert Crown Project

TIF Project

B. The following words and terms are defined as set forth.

“2018A Bonds” means the General Obligation Corporate Purpose Bonds, Series 2018A, authorized to be issued by this Ordinance.

“2018B Bonds” means the General Obligation Corporate Purpose Bonds, Series 2018B, authorized to be issued by this Ordinance.

“2018C Bonds” means the General Obligation Refunding Bonds, Series 2018C, authorized to be issued by this Ordinance.

“2018D Bonds” means the Taxable General Obligation Corporate Purpose Bonds, Series 2018D, authorized to be issued by this Ordinance.

“Act” means the Illinois Municipal Code, as supplemented and amended, and also the home rule powers of the City under Section 6 of Article VII of the Illinois Constitution of 1970; and in the event of conflict between the provisions of said Municipal Code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said Municipal Code; and, further, includes the Local Government Debt Reform Act, as amended.

“Ad Valorem Property Taxes” means the real property taxes levied to pay the Bonds as described and levied in Section 11 of this Ordinance.

“Bond Funds” means the Bond Funds established and defined in Section 15 of this Ordinance.

“Bond Moneys” means the Ad Valorem Property Taxes and any other moneys deposited into the Bond Funds and investment income held in the Bond Funds.

“Bond Order” means each Bond Order as authorized to be executed by Designated Officers of the City as provided in Section 13 of this Ordinance, substantially in the form attached hereto as Exhibit A, and by which the final terms of the Bonds described therein will be established.

“Bond Purchase Agreement” means the contract for the sale of each Series of the Bonds by and between the City and the Purchaser, which shall be in each instance the Official Bid Form, as executed, in response to an Official Notice of Sale given by the City in connection with the public competitive sale of each Series of the Bonds.

“Bond Register” means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds, as provided in this Ordinance.

“Bond Registrar” means the bank, trust company, or national banking association to be designated in the Bond Order, or its successors, in its capacity as bond registrar and paying agent under this Ordinance, or a substituted bond registrar and paying agent as hereinafter provided.

“Bonds” means any of the one or more series of general obligation bonds of various names authorized to be issued by this Ordinance, including, specifically, the 2018A Bonds, the 2018B Bonds, the 2018C Bonds and the 2018D Bonds.
“Book-Entry Form” means the form of the Bonds as fully registered and available in physical form only to the Depository.

“Continuing Disclosure Undertaking” means the undertaking by the City for the benefit of the Purchaser as authorized in Section 14 of this Ordinance and substantially in the form as attached hereto as Exhibit B.

“County” means The County of Cook, Illinois.

“County Clerk” means the County Clerk of the County.

“Dated Date” means the dated date for each Series of Bonds, as set forth in the relevant Bond Order.

“Depository” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

“Designated Officers” means the City Manager and the Mayor, acting in concert.

“Escrow Letter Agreement” means the escrow letter agreement between the City and the paying agent for the Prior Bonds, in the form attached hereto as Exhibit C.

“Financial Advisors” means PFM Financial Advisors LLC and Independent Public Advisors, LLC.

“Ordinance” means this Ordinance, numbered as set forth on the title page, and passed by the Corporate Authorities on the 9th day of July, 2018.

“Purchase Price” means the price to be paid for the Bonds as set forth in a Bond Order, provided that no Purchase Price for any Series of Bonds shall be less than 99.0% of the par value.
of said Series of Bonds, plus accrued interest (if any) from the date of issue to the date of delivery.

“Purchaser” means, for any Series of Bonds, the winning bidder or syndicate at competitive sale.

“Record Date” means the 15th day of the month preceding any regular or other interest payment date occurring on the first day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the first day of a month.

“Refunded Bonds” means the Prior Bonds that are refunded by the 2018C Bonds, as set forth in the Bond Order and the Escrow Letter Agreement.

“Series” means any of the one or more separate series of the Bonds authorized to be issued pursuant to this Ordinance.

“Taxable” means, with respect to a Series of Bonds, the status of interest paid and received thereon as includible in gross income of the owners under the Code for federal income tax purposes.

“Tax-exempt” means, with respect to a Series of Bonds, the status of interest paid and received thereon as excludable from gross income of the owners thereof for federal income tax purposes and as not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code, but as taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

“Taxable Bonds” means the Bonds so designated in the Bond Order.
“Tax-exempt Bonds” means the Bonds so designated in the Bond Order.

“Term Bonds” means Bonds subject to mandatory redemption by operation of the Bond Fund and designated as term bonds in the Bond Order.

C. Definitions also appear in the above preambles or in specific sections, as appearing below.

The table of contents preceding and the headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct, and complete and do incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue Bonds. It is necessary and in the best interests of the City to provide for the Robert Crown Project, the Capital Improvement Project, the Refunding and the TIF Project, to pay all necessary or advisable related costs, and to borrow money and issue the Bonds for the purpose of paying such costs. It is hereby found and determined that such borrowing of money is for a proper public purpose or purposes, is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. A. THE 2018A BONDS. There shall be issued and sold the 2018A Bonds in one or more Series in the aggregate principal amount of not to exceed $50,000,000. The 2018A Bonds shall each be designated “General Obligation Corporate Purpose Bond, Series 2018A” or such other name or names or series designations as may be appropriate and as stated in the relevant Bond Order; be dated the date of issuance thereof or such other Dated Date on or prior to the initial date of issuance as may be set forth in the relevant Bond Order if it is determined therein to be a date better suited to the advantageous marketing of the 2018A Bonds; and shall also bear the date of authentication thereof. The 2018A Bonds shall be fully registered and in Book-Entry Form, shall be in
denominations of $5,000 or integral multiples thereof (but no single 2018A Bond shall represent principal maturing on more than one date), and shall be numbered consecutively within a Series in such fashion as shall be determined by the Bond Registrar. The 2018A Bonds shall become due and payable serially or as Term Bonds (subject to right of prior redemption if so provided in the Bond Order) on December 1 of the years in which the 2018A Bonds are to mature. The 2018A Bonds shall mature in the amounts and in the years as shall be set forth in the relevant Bond Order, provided, however, that (a) the final date of maturity of the 2018A Bonds shall not extend past December 1, 2043 and (b) the sum of the principal of and interest on the 2018A Bonds that shall become due (or subject to mandatory redemption) in any given annual period from December 2 to the following December 1 (a “Bond Year”) shall not exceed $4,000,000. Each 2018A Bond shall bear interest at a rate not to exceed 5.0% from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such 2018A Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing not earlier than December 1, 2018, or such other June 1 or December 1 not later than one year beyond the Dated Date as shall be provided in a relevant Bond Order. The 2018A Bonds may be issued as Tax-exempt Bonds, Taxable Bonds or some combination thereof, as designated in the relevant Bond Order.

B. THE 2018B BONDS. There shall be issued and sold the 2018B Bonds in one or more Series in the aggregate principal amount of not to exceed $20,000,000. The 2018B Bonds shall each be designated “General Obligation Corporate Purpose Bond, Series 2018B” or such other name or names or series designations as may be appropriate and as stated in the relevant Bond Order; be dated the date of issuance thereof or such other Dated Date on or prior to the initial date of issuance as may be set forth in the relevant Bond Order if it is determined therein to be a date better suited to the advantageous marketing of the 2018B Bonds; and shall also bear the date of authentication thereof.
The 2018B Bonds shall be fully registered and in Book-Entry Form, shall be in denominations of $5,000 or integral multiples thereof (but no single 2018B Bond shall represent principal maturing on more than one date), and shall be numbered consecutively within a Series in such fashion as shall be determined by the Bond Registrar. The 2018B Bonds shall become due and payable serially or as Term Bonds (subject to right of prior redemption if so provided in the Bond Order) on December 1 of the years in which the 2018B Bonds are to mature. The 2018B Bonds shall mature in the amounts and in the years as shall be set forth in the relevant Bond Order, provided, however, that (a) the final date of maturity of the 2018B Bonds shall not extend past December 1, 2038 and (b) the sum of the principal of and interest on the 2018B Bonds that shall become due (or subject to mandatory redemption) in any given Bond Year shall not exceed $2,000,000. Each 2018B Bond shall bear interest at a rate not to exceed 5.0% from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such 2018B Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing not earlier than December 1, 2018, or such other June 1 or December 1 not later than one year beyond the Dated Date as shall be provided in a relevant Bond Order. The 2018B Bonds shall be issued as Tax-exempt Bonds.

C. THE 2018C BONDS. There shall be issued and sold the 2018C Bonds in one or more Series in the aggregate principal amount of not to exceed $10,000,000. The 2018C Bonds shall each be designated “General Obligation Refunding Bond, Series 2018C” or such other name or names or series designations as may be appropriate and as stated in the relevant Bond Order; be dated the date of issuance thereof or such other Dated Date on or prior to the initial date of issuance as may be set forth in the relevant Bond Order if it is determined therein to be a date better suited to the advantageous marketing of the 2018C Bonds; and shall also bear the date of authentication thereof. The 2018C Bonds shall be fully registered and in Book-Entry Form, shall be in denominations of $5,000 or integral multiples thereof
(but no single 2018C Bond shall represent principal maturing on more than one date), and shall be numbered consecutively within a Series in such fashion as shall be determined by the Bond Registrar. The 2018C Bonds shall become due and payable serially or as Term Bonds (subject to right of prior redemption if so provided in the Bond Order) on December 1 of the years in which the 2018C Bonds are to mature. The 2018C Bonds shall mature in the amounts and in the years as shall be set forth in the relevant Bond Order, provided, however, that (a) the final date of maturity of the 2018C Bonds shall not extend past December 1, 2028, and (b) the sum of the principal of and interest on the 2018C Bonds that shall become due (or subject to mandatory redemption) in any given Bond Year shall not exceed $2,000,000. Each 2018C Bond shall bear interest at a rate not to exceed 5.0% from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such 2018C Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing not earlier than December 1, 2018, or such other June 1 or December 1 not later than one year beyond the Dated Date as shall be provided in a relevant Bond Order. The 2018C Bonds shall be issued as Tax-exempt Bonds.

D. THE 2018D BONDS. There shall be issued and sold the 2018D Bonds in one or more Series in the aggregate principal amount of not to exceed $5,000,000. The 2018D Bonds shall each be designated “Taxable General Obligation Corporate Purpose Bond, Series 2018D” or such other name or names or series designations as may be appropriate and as stated in the relevant Bond Order; be dated the date of issuance thereof or such other Dated Date on or prior to the initial date of issuance as may be set forth in the relevant Bond Order if it is determined therein to be a date better suited to the advantageous marketing of the 2018D Bonds; and shall also bear the date of authentication thereof. The 2018D Bonds shall be fully registered and in Book-Entry Form, shall be in denominations of $5,000 or integral multiples thereof (but no single 2018D Bond shall represent principal maturing on more than
one date), and shall be numbered consecutively within a Series in such fashion as shall be determined by
the Bond Registrar. The 2018D Bonds shall become due and payable serially or as Term Bonds (subject
to right of prior redemption if so provided in the Bond Order) on December 1 of the years in which the
2018D Bonds are to mature. The 2018D Bonds shall mature in the amounts and in the years as shall be
set forth in the relevant Bond Order, provided, however, that (a) the final date of maturity of the
2018D Bonds shall not extend past December 1, 2038 and (b) the sum of the principal of and interest on
the 2018D Bonds that shall become due (or subject to mandatory redemption) in any given Bond Year
shall not exceed $500,000. Each 2018D Bond shall bear interest at a rate not to exceed 5.0% from the
later of its Dated Date or from the most recent interest payment date to which interest has been paid or
duly provided for, until the principal amount of such 2018D Bond is paid or duly provided for, such
interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1
and December 1 of each year, commencing not earlier than December 1, 2018, or such other June 1 or
December 1 not later than one year beyond the Dated Date as shall be provided in a relevant Bond
Order. The 2018D Bonds shall be issued as Taxable Bonds.

E. GENERAL. Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable
upon presentation thereof in lawful money of the United States of America, to the person in whose
name such Bond is registered at the close of business on the applicable Record Date and mailed to the
registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in
writing by such Registered Owner, or as otherwise may be agreed with the Depository for so long as the
Depository or its nominee is the registered owner as of a given Record Date. The principal of the Bonds
shall be payable in lawful money of the United States of America upon presentation thereof at the office
of the Bond Registrar maintained for the purpose.

Section 5. Registration of Bonds; Persons Treated as Owners. The City shall cause the Bond
Register to be kept at the office of the Bond Registrar maintained for such purpose, which is hereby
constituted and appointed the registrar of the City for the Bonds. The City shall prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in Book-Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office of the Bond Registrar maintained for the purpose, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date, and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like Series and tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or any portion of which has been called for redemption. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, the principal amount of Bonds of each Series and maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such Series and maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid
and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

Section 6. Book-Entry Provisions. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of each of the Series of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such depository or nominee being the “Book-Entry Owner”). Except as otherwise expressly provided, all of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book-Entry Owner (and accordingly in Book-Entry Form as such term is used in this Ordinance). Any City officer, as representative of the City, is hereby authorized, empowered, and directed to execute and deliver or utilize a previously executed and delivered Letter of Representations or Blanket Letter of Representations (either being the “Letter of Representations”) substantially in the form common in the industry, or with such changes therein as the officer executing the Letter of Representations on behalf of the City shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book-Entry Form. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of
the Book-Entry Owner, none of the City, any City officer, or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a “Depository Participant”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the City, any City officer, and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book-Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the City determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the City, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the City determines that it is in the best interests of the City or of the beneficial owners of a Series of the Bonds either that they be able to obtain certificated Bonds or that another depository is preferable, the City shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds (of a given Series if applicable) shall no longer be restricted to being registered in the Bond Register in the name of the Book-Entry Owner. Alternatively, at such time, the City may determine that the Bonds of such Series shall be registered in the name of and deposited with a successor depository operating a system
accommodating Book-Entry Form, as may be acceptable to the City, or such depository’s agent or
designee, but if the City does not select such alternate Book-Entry system, then the Bonds of such Series
shall be registered in whatever name or names registered owners of Bonds transferring or exchanging
Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 7. Execution; Authentication. The Bonds shall be executed on behalf of the City by
the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly
authorized facsimile signature of its City Clerk, as they may determine, and shall be impressed or
imprinted with the corporate seal or facsimile seal of the City. In case any such officer whose signature
shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature
shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in
office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the
form provided, duly executed by the Bond Registrar as authenticating agent of the City and showing the
date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any
security or benefit under this Ordinance unless and until such certificate of authentication shall have
been duly executed by the Bond Registrar by manual signature, and such certificate of authentication
upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered
under this Ordinance.

Section 8. Redemption. The Bonds may be subject to redemption on the terms set forth
below.

A. Optional Redemption. If so provided in the relevant Bond Order, any Bonds may be
subject to redemption prior to maturity at the option of the City, in whole or in part on any date, at such
times and at such optional redemption prices as shall be determined by the Designated Officers in the
relevant Bond Order. With respect to any Tax-Exempt Bonds, such optional redemption prices shall be
expressed as a percentage of the principal amount of Tax-Exempt Bonds to be redeemed, *provided* that such percentage shall not exceed 103.0%, plus accrued interest to the date of redemption. With respect to any Taxable Bonds, such optional redemption prices may include a redemption premium, expressed as a formula designed to compensate the owner of such Taxable Bond to be redeemed based upon prevailing market conditions on the date fixed for such redemption, commonly known as a “make whole” redemption premium. If less than all of the outstanding Bonds of a Series are to be optionally redeemed, the Bonds to be called shall be called from such Series, in such principal amounts, and from such maturities as may be determined by the City and within any maturity in the manner hereinafter provided. As provided in the Bond Order, some portion or all of the Bonds may be made not subject to optional redemption.

**B. Term Bonds; Mandatory Redemption and Covenants; Effect of Purchase or Optional Redemption of Term Bonds.** The Bonds of any Series may be subject to mandatory redemption (as Term Bonds) as provided in a Bond Order; *provided, however*, that in such event the amounts due pursuant to mandatory redemption shall be the amounts used to satisfy the test set forth in Section 4 of this Ordinance for the maximum amounts of principal and interest due on the Bonds in any given Bond Year. Bonds designated as Term Bonds shall be made subject to mandatory redemption by operation of the Bond Fund at a price of not to exceed par and accrued interest, without premium, on December 1 of the years and in the amounts as shall be determined in a Bond Order. The City covenants that it will redeem Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds. Proper provision for mandatory redemption having been made, the City covenants that the Term Bonds so selected for redemption shall be payable as at maturity, and taxes shall be levied and collected as provided herein accordingly. If the City redeems pursuant to optional redemption as may be provided or purchases Term Bonds of any maturity and cancels the same from Bond Moneys as hereinafter described, then an amount equal to the principal amount of Term Bonds so redeemed or purchased
shall be deducted from the mandatory redemption requirements provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of such Term Bonds as due at maturity or subject to mandatory redemption in any year, as the City shall determine. If the City redeems pursuant to optional redemption as may be provided or purchases Term Bonds of any maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year, as the City shall determine.

C. Redemption Procedures. Any Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows.

(1) Redemption Notice. For a mandatory redemption, unless otherwise notified by the City, the Bond Registrar will proceed on behalf of the City as its agent to provide for the mandatory redemption of such Term Bonds without further order or direction hereunder or otherwise. For an optional redemption, the City, shall, at least 45 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the Series, principal amounts, and maturities of Bonds to be redeemed and, if applicable, the effect on any schedule of mandatory redemption of Term Bonds.

(2) Selection of Bonds within a Maturity. For purposes of any redemption of less than all of the Bonds of a Series of a single maturity, the particular Bonds or portions of Bonds of that Series to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of that Series of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided, that such lottery shall provide for the selection for redemption of Bonds
or portions thereof so that any $5,000 Bond or $5,000 portion of a Bond shall be as likely to be called for redemption as any other such $5,000 Bond or $5,000 portion. The Bond Registrar shall make such selection (a) upon or prior to the time of the giving of official notice of redemption, or (b) in the event of a refunding or defeasance, upon advice from the City that certain Bonds have been refunded or defeased and are no longer Outstanding as defined.

(3) Official Notice of Redemption. The Bond Registrar shall promptly notify the City in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class U.S. mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All official notices of redemption shall include the name of the Bonds and at least the information as follows:

(a) the redemption date;

(b) the redemption price;

(c) if less than all of the outstanding Bonds of a Series of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds of that Series within such maturity, the respective principal amounts) of the Bonds to be redeemed;
(d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office designated for that purpose of the Bond Registrar.

(4) **Conditional Redemption.** In the case of an optional redemption of Bonds as described in paragraph A, above, unless moneys sufficient to pay the redemption price of the Bonds to be optionally redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

(5) **Bonds Shall Become Due.** Official notice of redemption having been given as described, the Bonds or portions of Bonds so to be redeemed shall, subject to the stated condition with respect to an optional redemption of Bonds in the paragraph (4) immediately preceding, on the redemption date, become due and payable at the redemption price therein specified; and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the
Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

(6) Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit, or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. In lieu of the foregoing official notice, so long as the Bonds are held in Book-Entry Form, notice may be given as provided in the Letter of Representations; and the giving of such notice shall constitute a waiver by the Depository and the Book-Entry Owner, as registered owner, of the foregoing notice. After giving proper notification of redemption to the Bond Registrar, as applicable, the City shall not be liable for any failure to give or defect in notice.

(7) New Bond in Amount Not Redeemed. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the Series and the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

(8) Effect of Nonpayment upon Redemption. If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall
become due and payable on demand, as aforesaid, but, until paid or duly provided for, shall continue to bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption.

(9) Bonds to Be Cancelled; Payment to Identify Bonds. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(10) Additional Notice. The City agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Governmental Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; provided, however, that such additional notice shall be (a) advisory in nature, (b) solely in the discretion of the City (unless a separate agreement shall be made), (c) not be a condition precedent of a valid redemption or a part of the Bond contract, and (d) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the City with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

(11) Bond Registrar to Advise City. As part of its duties hereunder, the Bond Registrar shall prepare and forward to the City a statement as to notices given with respect to each redemption together with copies of the notices as mailed.
Section 9. Form of Bonds. The Bonds shall be in substantially the form hereinafter set forth; provided, however, that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.
[FORM OF BONDS - FRONT SIDE]

REGISTERED
No. ______

REGISTERED $_________

UNITED STATES OF AMERICA
STATE OF ILLINOIS
THE COUNTY OF COOK
CITY OF EVANSTON

[TAXABLE] GENERAL OBLIGATION [CORPORATE PURPOSE][REFUNDING] BOND,
SERIES 2018[A][B][C][D]

See Reverse Side for Additional Provisions.

Interest Maturity Dated
Rate: _____% Date: December 1, _____ Date: ______________, 2018 CUSIP: 299228____

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the City of Evanston, Cook County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or
from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing __________ 1, 20__, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the office maintained for that purpose at ________________, located in the City of _______, _______________, as paying agent and bond registrar (the “Bond Registrar”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar at the close of business on the applicable Record Date. The Record Date shall be the 15th day of the month preceding any regular interest payment date or a redemption on the first day of any month and the 15th day preceding any other interest payment date which may be occasioned by a redemption of Bonds on a day other than the first day of any month. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the City and the Bond Registrar for so long as this Bond is held by a qualified securities clearing corporation as depository, or nominee, in Book-Entry Form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts, and things required by the constitution and laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the Act, have existed and have been properly done, happened, and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the
collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the City of Evanston, Cook County, Illinois, by its City Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

Mayor, City of Evanston
Cook County, Illinois

ATTEST:

SPECIMEN

City Clerk, City of Evanston
Cook County, Illinois

[SEAL]
[FORM OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the [Taxable] General Obligation [Corporate Purpose][Refunding] Bonds, Series 2018[A][B][C][D], having a Dated Date of ________, 2018, of the City of Evanston, Cook County, Illinois.

________________________
___________, ____________
as Bond Registrar

Date of Authentication: ____________, 20__

By

SPECIMEN

________________________
Authorized Officer

[FORM OF BONDS - REVERSE SIDE]

This bond is one of a series of bonds (the “Bonds”) in the aggregate principal amount of $_____________ issued by the City for the purpose of paying [a portion of] the costs of the [Robert Crown Project][Capital Improvement Project][Refunding], and of paying expenses incidental thereto, all as described and defined in Ordinance Number 71-O-18 of the City, passed by the City Council on the 9th day of July, 2018, authorizing the Bonds (as supplemented by the Bond Order authorized therein and executed in connection with the sale of the Bonds, the “Ordinance”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970, and

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pursuant to the provisions of the Local Government Debt Reform Act, as amended (such code and powers, as supplemented, being the “Act”), and with the Ordinance, which has been duly executed by the Mayor, and published in pamphlet form, in all respects as by law required.

[Optional and Mandatory Redemption provisions, as needed.]

This Bond is subject to provisions relating to redemption and notice thereof and other terms of redemption; provisions relating to registration, transfer, and exchange; and such other terms and provisions relating to security and payment as are set forth in the Ordinance; to which reference is hereby expressly made, and to all the terms of which the Registered Owner hereof is hereby notified and shall be subject.

The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

[FORM OF ASSIGNMENT]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Here insert Social Security Number, Employer Identification Number or other Identifying Number.

____________________________________________________________________________________

____________________________________________________________________________________

(Name and Address of Assignee)
the within Bond and does hereby irrevocably constitute and appoint

____________________________________________________________________________________
as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: ______________________________ ______________________________

Signature guaranteed: ______________________________

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Security for the Bonds. The Bonds are a general obligation of the City, for which the full faith and credit of the City are irrevocably pledged, and are payable from the levy of the Ad Valorem Property Taxes on all of the taxable property in the City, without limitation as to rate or amount.

Section 11. Tax Levy; Abatements. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity or as subject to mandatory redemption, there is hereby levied upon all of the taxable property within the City, in the years for which any Series of the Bonds are outstanding, a direct annual tax sufficient for that purpose for each Series of Bonds; and there is hereby levied upon all of the taxable property within the City, in the years for which any Series of the Bonds are outstanding, a direct annual tax (the “Ad Valorem Property Taxes” as defined) in amounts as shall be fully set forth in the Bond Order for each Series of the Bonds. Ad Valorem Property Taxes and other moneys on deposit in the Bond Fund from time to time (“Bond Moneys” as herein defined) shall be applied to pay principal of and interest on each Series of the Bonds. Interest on or principal of each Series of the Bonds coming
due at any time when there are insufficient Bond Moneys to pay the same shall be paid promptly when
due from current funds on hand in advance of the deposit of the Ad Valorem Property Taxes; and when
the Ad Valorem Property Taxes shall have been collected, reimbursement shall be made to said funds in
the amount so advanced. The City covenants and agrees with the purchasers and registered owners of
the Bonds that so long as any of the Bonds remain outstanding the City will take no action or fail to take
any action which in any way would adversely affect the ability of the City to levy and collect the Ad
Valorem Property Taxes. The City and its officers will comply with all present and future applicable laws
in order to assure that the Ad Valorem Property Taxes may lawfully be levied, extended, and collected as
provided herein. In the event that funds from any other lawful source are made available for the
purpose of paying any principal of or interest on any of the Bonds so as to enable the abatement of the
taxes levied herein for the payment of same, the Corporate Authorities shall, by proper proceedings,
direct the transfer of such funds to the respective Bond Fund, and shall then direct the abatement of the
taxes by the amount so deposited. The City covenants and agrees that it will not direct the abatement
of taxes until money has been deposited into the respective Bond Fund in the amount of such
abatement. A certified copy or other notification of any such proceedings abating taxes may then be
filed with the County Clerk in a timely manner to effect such abatement.

Section 12. Filing with County Clerk. Promptly, after this Ordinance becomes effective and
upon execution of the first Bond Order, a copy hereof, certified by the City Clerk, shall be filed with the
County Clerk. Under authority of this Ordinance, the County Clerk shall in and for each of the years as
set forth in each and every Bond Order ascertain the rate percent required to produce the aggregate Ad
Valorem Property Taxes levied in each of such years; and the County Clerk shall extend the same for
collection on the tax books in connection with other taxes levied in such years in and by the City for
general corporate purposes of the City; and in each of those years such annual tax shall be levied and
collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for
such years are levied and collected, without limit as to rate or amount, and in addition to and in excess of all other taxes.

Section 13. Sale of Bonds; Bond Order(s); Official Statement. A. The Designated Officers are hereby authorized to proceed, without any further official authorization or direction whatsoever from the Corporate Authorities, to sell and deliver Bonds as herein provided. The Designated Officers shall be and are hereby authorized and directed to sell each Series of the Bonds to the Purchaser at not less than the Purchase Price, provided, however, that the following conditions shall also be met:

(1) The Purchaser shall be the winning bidder at public competitive sale of the respective Series of Bonds.

(2) The Financial Advisors shall provide advice (in the form of written certificate or report) that the terms of the Bonds are fair and reasonable in light of current conditions in the market for obligations such as the Bonds.

(3) For the 2018C Bonds, the Financial Advisors shall provide advice (in the form of written certificate or report) that the savings accomplished by the Refunding is not less than 3.0% of the par amount of the Refunded Bonds.

Nothing in this Section shall require the Designated Officers to sell the Bonds if in their judgment the conditions in the bond markets shall have markedly deteriorated from the time of adoption hereof, but the Designated Officers shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance shall have been met. Incidental to any sale of the Bonds, the Designated Officers shall find and determine that no person responsible for sale of the Bonds and holding any office of the City either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the agreement with the Purchaser for the purchase of the Bonds.
B. Upon the sale of the Bonds of any Series, the Designated Officers and any other officers of the City as shall be appropriate shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds of such Series as may be necessary, including, without limitation, a Bond Order, Official Statement, Bond Purchase Agreement, and closing documents; such certifications, tax returns, and documentation as may be required by Bond Counsel, including, specifically, a tax exemption certificate and agreement for the Bonds, to render their opinion(s) as to the Tax-exempt status of the interest on the Tax-exempt Bonds. The Preliminary Official Statement relating to the Bonds, such document to be in substantially the form now on file with the City Clerk and available to the Mayor and Aldermen and to members of the interested public, is hereby in all respects authorized and approved; and the proposed use by the Purchaser of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Bonds) is also hereby authorized and approved. The Designated Officers are (or either of them is) hereby authorized to execute each Bond Purchase Agreement and the Official Statement, their (his or her) execution to constitute full and complete approval of all necessary or appropriate completions and revisions as shall appear therein. Upon the sale of a Series of the Bonds, the Designated Officers so acting shall prepare the Bond Order for same, such document to be in substantially the form as set forth as Exhibit A attached hereto, which shall include the pertinent details of sale as provided herein, and which shall enumerate the levy of taxes to pay the Bonds, and such shall in due course be entered into the records of the City and made available to the Corporate Authorities. 

The authority to sell the Bonds pursuant to any Bond Order as herein provided shall expire on May 1, 2019.

Section 14. Continuing Disclosure Undertaking. The Mayor or either of the Designated Officers of the City is hereby authorized, empowered, and directed to execute and deliver the Continuing Disclosure Undertaking in substantially the same form as now before the City as Exhibit B to
this Ordinance, or with such changes therein as the officer executing the Continuing Disclosure
 Undertaking on behalf of the City shall approve, his or her execution thereof to constitute conclusive
evidence of his or her approval of such changes. When the Continuing Disclosure Undertaking is
executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking
will be binding on the City and the officers, employees, and agents of the City, and the officers,
employees, and agents of the City are hereby authorized, empowered, and directed to do all such acts
and things and to execute all such documents as may be necessary to carry out and comply with the
provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision
of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking
shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by
court order, to cause the City to comply with its obligations under the Continuing Disclosure
Undertaking.

Section 15. Creation of Funds and Appropriations. A. There is hereby created the “Series
2018A Bonds Debt Service Account” (the “2018A Bond Fund”), which shall be the fund for the payment
of principal of and interest on all 2018A Bonds, the “Series 2018B Bonds Debt Service Account” (the
“2018B Bond Fund”), which shall be the fund for the payment of principal of and interest on all 2018B
Bonds, the “Series 2018C Bonds Debt Service Account” (the “2018C Bond Fund”), and the “Series 2018D
Bonds Debt Service Account” (the “2018D Bond Fund” and, collectively with the 2018A Bond Fund, the
2018B Bond Fund and the 2018C Bond Fund, the “Bond Funds”), which shall be the fund for the
payment of principal of and interest on all 2018D Bonds. Accrued interest, if any, received upon delivery
of the respective Series of Bonds shall be deposited into the respective Bond Fund and be applied to pay
first interest coming due on the corresponding Series of Bonds.

B. The Ad Valorem Property Taxes for each respective Series of Bonds shall either be
deposited into the respective Bond Fund and used solely and only for paying the principal of and
interest on the respective Series of Bonds or be used to reimburse a fund or account from which advances to the respective Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Ad Valorem Property Taxes. Interest income or investment profit earned in each Bond Fund shall be retained in said Bond Fund for payment of the principal of or interest on the respective Series of Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Corporate Authorities, transferred to such other fund as may be determined. The City hereby pledges, as equal and ratable security for the respective Series of Bonds, all present and future proceeds of the Ad Valorem Property Taxes for the sole benefit of the registered owners of the respective Series of Bonds, subject to the reserved right of the Corporate Authorities to transfer certain interest income or investment profit earned in the Bond Funds to other funds of the City, as described in the preceding sentence.

C. The amount necessary from the proceeds of each Series of Bonds shall be used to pay costs of issuance of the respective Series of Bonds and shall be deposited into a separate fund, hereby created, designated the “2018[Series Designation] Expense Fund.” Any disbursements from such funds shall be made from time to time as necessary. Any excess in said fund established for the 2018A Bonds shall be deposited into the Robert Crown Project Fund hereinafter created after six months from the date of issuance of the 2018A Bonds. Any excess in said fund established for the 2018B Bonds shall be deposited into the Capital Improvement Project Fund hereinabove created after six months from the date of issuance of the 2018B Bonds. Any excess in said fund established for the 2018C Bonds shall be deposited into the 2018C Bond Fund hereinabove created after six months from the date of issuance of the 2018C Bonds. Any excess in said fund established for the 2018D Bonds shall be deposited into the Capital TIF Project Fund hereinabove created after six months from the date of issuance of the 2018D Bonds.
D. The remaining proceeds of the 2018A Bonds shall be set aside in a separate fund, hereby created, and designated as the “Series 2018A Robert Crown Project Fund” (the “Robert Crown Project Fund”), and be used to pay costs of the Robert Crown Project, including costs of issuance of the Bonds which for any reason are not paid from the 2018A Expense Fund.

E. The remaining proceeds of the 2018B Bonds shall be set aside in a separate fund, hereby created, and designated as the “Series 2018B Capital Improvement Project Fund” (the “Capital Improvement Project Fund”), and be used to pay costs of the Capital Improvement Project, including costs of issuance of the Bonds which for any reason are not paid from the 2018B Expense Fund.

F. The proceeds of the 2018C Bonds not needed to pay the expenses of issuing the 2018C Bonds, together with any premium received from the sale of the 2018C Bonds and such additional amounts as may be necessary from the general funds of the City, are hereby appropriated for the purpose of refunding the Refunded Bonds and are hereby ordered deposited in escrow pursuant to the Escrow Letter Agreement, in substantially the form attached hereto as Exhibit C and made a part hereof by this reference, or with such changes therein as shall be approved by the officers of the City executing the Escrow Letter Agreement, such execution to constitute evidence of the approval of such changes, for the purpose of paying the principal of and interest on the Refunded Bonds upon redemption thereof. The Corporate Authorities approve the form, terms and provisions of the Escrow Letter Agreement and direct the Mayor and City Clerk of the City to execute, attest and deliver the Escrow Letter Agreement in the name and on behalf of the City. Amounts in the escrow may be used to purchase U.S. Treasury Securities – State and Local Government Series (the “Government Securities”), or held in cash or invested in Defeasance Obligations (as defined in Section 20 of this Ordinance), to provide for the principal and interest payable on the Refunded Bonds when redeemed. The paying agent for the Prior Bonds is hereby authorized to act as agent for the City in the purchase of the Government Securities. In accordance with the redemption provisions of the ordinance authorizing the issuance of the Refunded
Bonds, the City by the Corporate Authorities does hereby make provision for the payment of and does hereby call (subject only to the delivery of the 2018C Bonds) the Refunded Bonds for redemption on the redemption date, specified in and as provided by the terms of the Escrow Letter Agreement.

G. The remaining proceeds of the 2018D Bonds shall be set aside in a separate fund, hereby created, and designated as the “Series 2018D TIF Project Fund” (the “TIF Project Fund”), and be used to pay costs of the TIF Project, including costs of issuance of the Bonds which for any reason are not paid from the 2018D Expense Fund.

H. Alternatively, the Treasurer of the City may allocate proceeds of the Bonds otherwise designated for the respective Bond Fund, the respective Expense Fund, the Robert Crown Project Fund, the Capital Improvement Project Fund or the TIF Project Fund to one or more related funds of the City already in existence; provided, however, that this shall not relieve the City officers of the duty to account for the proceeds as herein provided.

I. The Corporate Authorities reserve the right, as it becomes necessary from time to time, to revise the Robert Crown Project and/or the Capital Improvement Project, to change priorities, to revise cost allocations between projects and to substitute projects, in order to meet current needs of the City; subject, however, to the various covenants set forth in this Ordinance and in related certificates given in connection with delivery of the Bonds and also subject to the obtaining of the opinion of Bond Counsel or of some other attorney or firm of attorneys whose opinions are generally acceptable to the purchasers in the national marketplace of governmental Tax-exempt obligations (“Other Bond Counsel”) that such changes or substitutions are proper under the Act and do not adversely affect the Tax-exempt status of the Tax-exempt Bonds.

Section 16. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control
(including, without limitation, making or permitting any use of the proceeds of the Tax-exempt Bonds) if taking, permitting, or omitting to take such action would cause any of the Tax-exempt Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code, or would otherwise cause the interest on the Tax-exempt Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Tax-exempt Bonds, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. In furtherance of the foregoing provisions, but without limiting their generality, the City agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants, and assurances contained in certificates or agreements as may be prepared by Bond Counsel; (c) to consult with such Bond Counsel and to comply with such advice as may be given; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 17. Reimbursement. With respect to expenditures for the Robert Crown Project and the Capital Improvement Project paid within the 60-day period ending on this date and with respect to which no declaration of intent was previously made, the City hereby declares its intent to reimburse such expenditures and hereby allocates proceeds of the 2018A Bonds and/or the 2018B Bonds, as applicable, in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Bonds to reimburse said expenditures.

Section 18. Municipal Bond Insurance. In the event the payment of principal of and interest on a Series of the Bonds is insured pursuant to a municipal bond insurance policy (a “Municipal Bond
Insurance Policy") issued by a bond insurer (a “Bond Insurer”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of such Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding such Bonds, amendment hereof, or other terms, as approved by any of the City officers on advice of counsel, his or her approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

Section 19. Rights and Duties of Bond Registrar. If requested by the Bond Registrar, any officer of the City is authorized to execute a mutually agreeable form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar under this Ordinance. In addition to the terms of such agreement and subject to modification thereby, the Bond Registrar by acceptance of duties under this Ordinance agrees (a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein; (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential to the extent permitted by law; (c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer; (d) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and (e) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding, and payments made with respect to interest on the Bonds. The City covenants with respect to the Bond Registrar, and the Bond Registrar further covenants and agrees as follows:

(A) The City shall at all times retain a Bond Registrar with respect to the Bonds; it will maintain at the designated office(s) of such Bond Registrar a place or places where Bonds may be presented for payment, registration, transfer, or exchange; and it will require that the Bond Registrar properly maintain the Bond Register and perform the other duties and obligations
imposed upon it by this Ordinance in a manner consistent with the standards, customs and practices of the municipal securities industry.

(B) The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on any Bond, and by such execution the Bond Registrar shall be deemed to have certified to the City that it has all requisite power to accept and has accepted such duties and obligations not only with respect to the Bond so authenticated but with respect to all the Bonds. Any Bond Registrar shall be the agent of the City and shall not be liable in connection with the performance of its duties except for its own negligence or willful wrongdoing. Any Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on Bonds.

(C) The City may remove the Bond Registrar at any time. In case at any time the Bond Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Bond Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or of the property or affairs thereof, the City covenants and agrees that it will thereupon appoint a successor Bond Registrar. The City shall give notice of any such appointment made by it to each registered owner of any Bond within twenty days after such appointment in any reasonable manner as the City shall select. Any Bond Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association, and having capital and surplus and undivided profits in excess of $50,000,000. The City Clerk of the City is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.
Section 20. Defeasance. Any Bond or Bonds (a) which are paid and cancelled; (b) which have matured and for which sufficient sums been deposited with the Bond Registrar to pay all principal and interest due thereon; or (c) (i) for which sufficient funds and Defeasance Obligations have been deposited with the Bond Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity, pursuant to an irrevocable escrow or trust agreement, (ii) accompanied by an opinion of Bond Counsel or Other Bond Counsel as to compliance with the covenants with respect to such Bonds, and (iii) accompanied by an express declaration of defeasance by the Corporate Authorities; shall cease to have any lien on or right to receive or be paid from Bond Moneys or the Bond Fund hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the Tax-exempt status of Tax-exempt Bonds; and payment, registration, transfer, and exchange; are expressly continued for all affected Bonds whether outstanding Bonds or not. For purposes of this Section, “Defeasance Obligations” means (a) noncallable, non-redeemable, direct and general full faith and credit obligations of the United States Treasury (“Directs”), (b) certificates of participation or trust receipts in trusts comprised wholly of Directs or (c) other noncallable, non-redeemable, obligations unconditionally guaranteed as to timely payment to maturity by the United States Treasury.

Section 21. Prior Bonds and Taxes. The taxes previously levied to pay principal of and interest on the Refunded Bonds, to the extent such principal and interest is provided for from the proceeds of the 2018C Bonds as hereinabove described, shall be abated. The filing of a certificate of abatement with the County Clerk shall constitute authority and direction for the County Clerk to make such abatement. Such taxes as previously levied which are either on hand or cannot be abated (already in the process of extension or collection) shall be used for lawful purposes of the City, including the payment of debt service on the Bonds, so as to reduce the need for the levy of taxes for the Bonds.
Section 22. Record-Keeping Policy and Post-Issuance Compliance Matters. On the 8th day of October, 2012, the Corporate Authorities adopted a record-keeping policy (the “Policy”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the City, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Corporate Authorities and the City hereby reaffirm the Policy.

Section 23. Public Approval of 2018A Bonds. The publication of the notice of and the conduct of the TEFRA Hearing pursuant to Section 147(f) of the Code with respect to the issuance of the 2018A Bonds is hereby approved, confirmed and ratified. The proposed plan of the financing of the Robert Crown Project through the issuance of the 2018A Bonds is hereby approved, as required by Section 147(f) of the Code. The adoption of this Ordinance shall constitute the public approval of the 2018A Bonds for purposes of Section 147(f) of the Code.

Section 24. Publication of Ordinance. A full, true, and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

Section 25. Severability. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

[Remainder of page intentionally left blank]
Section 26. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict with this Ordinance, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

ADOPTED: This 9th day of July, 2018.

AYES: 

NAYS: 

ABSENT: 

WITNESS AND APPROVED: July 9, 2018

_________________________________________
Mayor, City of Evanston

Cook County, Illinois
Published in pamphlet form by authority of the Corporate Authorities on July __, 2018.

ATTEST:

______________________________
City Clerk, City of Evanston

Cook County, Illinois
EXTRACT OF MINUTES of the regular public meeting of the City Council of the City of Evanston, Cook County, Illinois, held at the City Hall, located at 2100 Ridge Avenue, in said City, at 7:00 p.m., on Monday, the 9th day of July, 2018.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, the Mayor, Stephen H. Hagerty, being physically present at such place and time, and the following Aldermen, being physically present at such place and time, answered present: ________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________.

The following Aldermen were allowed by a majority of the Aldermen in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: ________________________________________________________________.

No Alderman was denied permission to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: ________________________________________________________________.

* * * * * * * * * * * * * * * * * * * * * * * * * *

There being a quorum present, various business of the City was conducted.

* * * * * * * * * * * * * * * * * * * * *
The City Council then discussed the proposed new Robert Crown Community Center, Ice Complex and Library Center and a proposed capital improvement program for the City and considered an ordinance providing for the issuance of one or more series of General Obligation Corporate Purpose Bonds, Series 2018A, of the City, one or more series of General Obligation Corporate Purpose Bonds, Series 2018B, of the City, one or more series of General Obligation Refunding Bonds, Series 2018C, of the City, and one or more series of Taxable General Obligation Corporate Purpose Bonds, Series 2018D, of the City, authorizing the execution of one or more bond orders in connection therewith and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

Thereupon, Alderman _______________ presented an ordinance entitled:

AN ORDINANCE providing for the issuance of one or more series of not to exceed $50,000,000 General Obligation Corporate Purpose Bonds, Series 2018A, to finance the construction and equipment of a new Robert Crown Community Center, Ice Complex and Library Center, one or more series of not to exceed $20,000,000 General Obligation Corporate Purpose Bonds, Series 2018B, for capital improvements, one or more series of not to exceed $10,000,000 General Obligation Refunding Bonds, Series 2018C, for refunding purposes and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2018D, for redevelopment projects, of the City of Evanston, Cook County, Illinois, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said refunding bonds, and authorizing and directing the sale of said bonds at public competitive sale.

(the “Bond Ordinance”).
A discussion of the matter followed. During the discussion, Alderman __________ gave a public recital of the nature of the matter, which included a reading of the title of the Bond Ordinance and review of the section headings, and the following further information.

[Here insert further statements, if any]
Alderman _______________ moved and Alderman _______________ seconded the motion that the Bond Ordinance as presented be adopted.

The Mayor directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Aldermen voted **AYE**: ____________________________

____________________________________________________________________________________ .

and the following Aldermen voted **NAY**: ____________________________

WHEREUPON, the Mayor declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the City Clerk to record the same in full in the records of the City of Evanston, Cook County, Illinois.

* * * * * * * * * * * *

Other business was duly transacted at said meeting.

* * * * * * * * * * * *

Upon motion duly made and carried, the meeting adjourned.

_________________________________

City Clerk
STATE OF ILLINOIS

) SS

COUNTY OF COOK

CERTIFICATION OF AGENDA, ADOPTION MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Evanston, Cook County, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the City Council (the “Corporate Authorities”) of the City.

I do further certify that the foregoing extract of minutes is a full, true, and complete transcript of that portion of the minutes of the meeting (the “Meeting”) of the Corporate Authorities held on the 9th day of July, 2018 insofar as the same relates to the adoption of an ordinance, numbered 71-O-18, entitled:

AN ORDINANCE providing for the issuance of one or more series of not to exceed $50,000,000 General Obligation Corporate Purpose Bonds, Series 2018A, to finance the construction and equipment of a new Robert Crown Community Center, Ice Complex and Library Center, one or more series of not to exceed $20,000,000 General Obligation Corporate Purpose Bonds, Series 2018B, for capital improvements, one or more series of not to exceed $10,000,000 General Obligation Refunding Bonds, Series 2018C, for refunding purposes and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2018D, for redevelopment projects, of the City of Evanston, Cook County, Illinois, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said refunding bonds, and authorizing and directing the sale of said bonds at public competitive sale.
(the “Ordinance”) a true, correct, and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda (the “Agenda”) for the Meeting was posted at the location where the Meeting was held and at the principal office of the Corporate Authorities (both such locations being at City Hall) at least 72 hours in advance of the Meeting and also not later than 5:00 p.m. on Friday, July 6, 2018; that said Agenda contained a separate specific item relating to the consideration of the Ordinance and that a true, correct, and complete copy of said Agenda as so posted is attached to this certificate; that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended; and the Illinois Municipal Code, as amended; and that the Corporate Authorities have complied with all of the provisions of such Act and Code and with all of the procedural rules of the Corporate Authorities in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this 9th day of July, 2018.

_________________________________
City Clerk

[SEAL]
CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Evanston, Cook County, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the City Council (the “Corporate Authorities”) of the City.

I do further certify that on the ____ day of July, 2018, there was published in pamphlet form, by authority of the City Council, a true, correct, and complete copy of Ordinance Number 71-O-18 of the City entitled:

AN ORDINANCE providing for the issuance of one or more series of not to exceed $50,000,000 General Obligation Corporate Purpose Bonds, Series 2018A, to finance the construction and equipment of a new Robert Crown Community Center, Ice Complex and Library Center, one or more series of not to exceed $20,000,000 General Obligation Corporate Purpose Bonds, Series 2018B, for capital improvements, one or more series of not to exceed $10,000,000 General Obligation Refunding Bonds, Series 2018C, for refunding purposes and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2018D, for redevelopment projects, of the City of Evanston, Cook County, Illinois, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said refunding bonds, and authorizing and directing the sale of said bonds at public competitive sale.
and providing for the issuance of said bonds, and that the ordinance as so published was on that date readily available for public inspection and distribution, in sufficient number so as to meet the needs of the general public, at my office as City Clerk located in the City.
IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City this _____ day of July, 2018.

_________________________________
City Clerk

[SEAL]
I do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such officer I do hereby certify that on the ____ day of __________, 2018 there was filed in my office a properly certified copy of Ordinance Number 71-O-18, duly adopted by the City Council of the City of Evanston, Cook County, Illinois, on the ____ day of ______________, 2018 and entitled:

AN ORDINANCE providing for the issuance of one or more series of not to exceed $50,000,000 General Obligation Corporate Purpose Bonds, Series 2018A, to finance the construction and equipment of a new Robert Crown Community Center, Ice Complex and Library Center, one or more series of not to exceed $20,000,000 General Obligation Corporate Purpose Bonds, Series 2018B, for capital improvements, one or more series of not to exceed $10,000,000 General Obligation Refunding Bonds, Series 2018C, for refunding purposes and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2018D, for redevelopment projects, of the City of Evanston, Cook County, Illinois, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said refunding bonds, and authorizing and directing the sale of said bonds at public competitive sale.

and approved by the Mayor of said City, and that the same has been deposited in, and all as appears from, the official files and records of my office.
IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Cook, Illinois, this ___ day of _______________, 2018.

__________________________________
County Clerk of The County of Cook,
Illinois

[SEAL]
Attachment 2: CIP Projects to be funded from 2018 Bond Proceeds

The 2018B Bonds include 3 portions:

<table>
<thead>
<tr>
<th>2018B GO Bonds</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018 General CIP</td>
<td>$ 10,000,000</td>
</tr>
<tr>
<td>2018 Water GO Bonds</td>
<td>$ 5,000,000</td>
</tr>
<tr>
<td>2018 Library GO Bonds</td>
<td>$ 2,095,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 17,095,000</strong></td>
</tr>
</tbody>
</table>

The projects for each portion are detailed below:

<table>
<thead>
<tr>
<th>Project Title</th>
<th>FY 2018 GO Bond (Revised)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STREET RESURFACING, WATER MAIN AND SEWER</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Major Projects</strong></td>
<td></td>
</tr>
<tr>
<td>Sheridan Road/Chicago Avenue Const Engr Ph III</td>
<td>$ 280,000</td>
</tr>
<tr>
<td>Sheridan Road/Chicago Avenue, Grove to Isabella</td>
<td>$ 1,600,000</td>
</tr>
<tr>
<td>Main Street, Maple to Hinman Design Engr Ph III</td>
<td>$ 380,000</td>
</tr>
<tr>
<td>Main Street Commons/Corridor - Engr Svcs</td>
<td>$ 100,000</td>
</tr>
<tr>
<td>Main Street Commons/Corridor - Construction</td>
<td>$ 900,000</td>
</tr>
<tr>
<td>Howard Street Corridor, Dodge to Custer - Original Scope</td>
<td>$ 103,000</td>
</tr>
<tr>
<td>Howard Street Corridor, Dodge to Custer - Extended Scope</td>
<td>$ 105,000</td>
</tr>
<tr>
<td><strong>Water Main</strong></td>
<td></td>
</tr>
<tr>
<td>WM - Colfax, Bryant to Ridge</td>
<td>$ 150,000</td>
</tr>
<tr>
<td>WM - Dewey, Lake to Church</td>
<td>$ 190,000</td>
</tr>
<tr>
<td><strong>TOTAL STREETS, SEWER, WATER MAIN PROJECTS</strong></td>
<td><strong>$ 3,808,000</strong></td>
</tr>
</tbody>
</table>
### OTHER TRANSPORTATION

#### Major Projects

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge Inspection</td>
<td>$30,000</td>
</tr>
<tr>
<td>Dodge Ave Bus Stop Pilot</td>
<td>$50,000</td>
</tr>
<tr>
<td>Central Street Bridge - Engr Svcs Ph II Design</td>
<td>$130,000</td>
</tr>
<tr>
<td>Pavement Condition Survey</td>
<td>$210,000</td>
</tr>
<tr>
<td>Survey Benchmark Update</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

#### Annual Projects

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Phase I Engineering</td>
<td>$50,000</td>
</tr>
<tr>
<td>Street Impr Program (Lighting, Pavement Marking)</td>
<td>$175,000</td>
</tr>
<tr>
<td>Street Patching Program</td>
<td>$600,000</td>
</tr>
<tr>
<td>Street Rejuvenation Pilot</td>
<td>$50,000</td>
</tr>
<tr>
<td>Traffic Calming, Bicycle and Ped Improvements</td>
<td>$300,000</td>
</tr>
</tbody>
</table>

#### Alley Improvements

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>North of Payne, East of McDaniel</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

**TOTAL TRANSPORTATION PROJECTS**

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,895,000</td>
</tr>
</tbody>
</table>

### PARKS

#### Beck Park Expansion/Shore School

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$200,000</td>
</tr>
</tbody>
</table>

#### Church Street Harbor - South Pier - Construction

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$900,000</td>
</tr>
</tbody>
</table>

#### Garden Park - Engr Svcs

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$75,000</td>
</tr>
</tbody>
</table>

#### James Park - Field Lighting

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25,000</td>
</tr>
</tbody>
</table>

#### Parks Contingency

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$75,000</td>
</tr>
</tbody>
</table>

**TOTAL PARKS PROJECTS**

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,275,000</td>
</tr>
</tbody>
</table>

### FACILITIES

#### Electrical Improvements per Arc Flash Requirements

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$110,000</td>
</tr>
</tbody>
</table>

#### Chandler - Electrical Upgrades

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$140,000</td>
</tr>
</tbody>
</table>

#### Civic Center - Elevator Upgrades

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$460,000</td>
</tr>
</tbody>
</table>

#### Ecology Center - Crawl Space Impr - Engr Svcs

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50,000</td>
</tr>
</tbody>
</table>

#### Energy Efficiency Improvements

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50,000</td>
</tr>
</tbody>
</table>

#### Facilities Contingency

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$275,000</td>
</tr>
</tbody>
</table>

#### Fire Station 2 - Roof Replacement

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$220,000</td>
</tr>
</tbody>
</table>

#### Fleetwood - HVAC and Electrical - Const

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$585,000</td>
</tr>
</tbody>
</table>

#### Service Center - Parking Deck Membrane and Joint Repairs - Const

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$530,000</td>
</tr>
</tbody>
</table>

#### Service Center - Tuckpointing/Windows Bldg B/C

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25,000</td>
</tr>
</tbody>
</table>

**TOTAL FACILITIES PROJECTS**

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,445,000</td>
</tr>
</tbody>
</table>

### MISCELLANEOUS

#### Engineering transfer to General Fund

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500,000</td>
</tr>
</tbody>
</table>

#### Public Art - Neighborhood Public Art

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$75,000</td>
</tr>
</tbody>
</table>

**TOTAL MISCELLANEOUS PROJECTS**

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$575,000</td>
</tr>
</tbody>
</table>
Water Projects—2018B Bonds

<table>
<thead>
<tr>
<th>WATER</th>
<th>FY 2018 GO Bond</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheridan Road Water-Main</td>
<td>$2,150,000</td>
</tr>
<tr>
<td>Sheridan Road Engineering Services</td>
<td>$200,000</td>
</tr>
<tr>
<td>MGN MV Construction</td>
<td>$1,170,000</td>
</tr>
<tr>
<td>MGN MV Engineering</td>
<td>$150,000</td>
</tr>
<tr>
<td>LWD Connection engineering services</td>
<td>$150,000</td>
</tr>
<tr>
<td>General Phase 1 Engineering</td>
<td>$30,000</td>
</tr>
<tr>
<td>SSP MCC Construction</td>
<td>$325,000</td>
</tr>
<tr>
<td>SSP MCC Engineering Services</td>
<td>$25,000</td>
</tr>
<tr>
<td>Retail Meter Replacement</td>
<td>$800,000</td>
</tr>
<tr>
<td><strong>TOTAL 2018 CITY PROJECTS</strong></td>
<td><strong>$5,000,000</strong></td>
</tr>
</tbody>
</table>

Library Bonds—2018B Bonds

<table>
<thead>
<tr>
<th>LIBRARY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Library - Phase IV Weatherproofing (Final Phase)</td>
<td>380,000</td>
</tr>
<tr>
<td>Main Library - Concrete walkways and steps</td>
<td>50,000</td>
</tr>
<tr>
<td>Main Library - Entryways</td>
<td>225,000</td>
</tr>
<tr>
<td>Main Library - Storefront glazing (east/south entryways)</td>
<td>100,000</td>
</tr>
<tr>
<td>Main Library - Dock garage doors, openers and controls</td>
<td>30,000</td>
</tr>
<tr>
<td>Main Library - Artwork cleaning</td>
<td>10,000</td>
</tr>
<tr>
<td>Main Library - Clock replacement (mechanical)</td>
<td>25,000</td>
</tr>
<tr>
<td>Robert Crown Community Center Library</td>
<td>1,250,000</td>
</tr>
<tr>
<td>Refresh of Library Building Reserve Study (2014)</td>
<td>25,000</td>
</tr>
<tr>
<td><strong>TOTAL LIBRARY PROJECTS</strong></td>
<td><strong>$2,095,000</strong></td>
</tr>
</tbody>
</table>
Included in this ordinance is the refunding of 2008A and 2008C Bonds. Savings of over $938,700 as noted below:

### Series 2018C

Preliminary Schedules -- MMD curve as of 6/14/2018
Refunding Series 2008A and Series 2008C

<table>
<thead>
<tr>
<th>Date</th>
<th>Prior Debt Service</th>
<th>Refunding Debt Service</th>
<th>Savings</th>
<th>Present Value to 08/07/2018 @ 2.6060618%</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/01/2018</td>
<td>215,925.00</td>
<td>124,925.00</td>
<td>91,000.00</td>
<td>90,256.92</td>
</tr>
<tr>
<td>12/01/2019</td>
<td>1,346,850.00</td>
<td>949,500.00</td>
<td>397,350.00</td>
<td>384,267.23</td>
</tr>
<tr>
<td>12/01/2020</td>
<td>1,441,100.00</td>
<td>1,011,750.00</td>
<td>429,350.00</td>
<td>404,471.88</td>
</tr>
<tr>
<td>12/01/2021</td>
<td>1,425,500.00</td>
<td>1,404,500.00</td>
<td>21,000.00</td>
<td>19,277.85</td>
</tr>
<tr>
<td>12/01/2022</td>
<td>971,000.00</td>
<td>971,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/01/2023</td>
<td>971,500.00</td>
<td>971,500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/01/2024</td>
<td>970,250.00</td>
<td>970,250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/01/2025</td>
<td>972,250.00</td>
<td>972,250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/01/2026</td>
<td>972,250.00</td>
<td>972,250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/01/2027</td>
<td>970,250.00</td>
<td>970,250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/01/2028</td>
<td>971,250.00</td>
<td>971,250.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Sum:      | 11,228,125.00      | 10,289,425.00          | 938,700.00 | 898,273.87                              |

### Savings Summary

- PV of savings from cash flow: 898,273.87
- Plus: Refunding funds on hand: 4,558.68

Net PV Savings: 902,832.55
Included in this ordinance is the refunding of 2008A and 2008C Bonds. Savings of nearly $1M is as noted below:

**Refunding Analysis of Series 2008A and 2008C Bonds**

- The City has a refunding opportunity which would provide economic savings to the City
  - Refunding of Series 2008A and 2008C Bonds
  - The Bonds are currently callable
- The refunding analysis assumes savings are pulled upfront – targeted 2018-2021

### Key Results

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Dated</strong></td>
<td>8/7/18</td>
</tr>
<tr>
<td><strong>Refunding/New Par</strong></td>
<td>$7.82 Million</td>
</tr>
<tr>
<td><strong>Refunded Par</strong></td>
<td>$8.68 Million</td>
</tr>
<tr>
<td><strong>PV Savings ($)</strong></td>
<td>$898,362</td>
</tr>
<tr>
<td><strong>PV Savings (%)</strong></td>
<td>10.35%</td>
</tr>
</tbody>
</table>

### Series 2018 Refunding Bonds

<table>
<thead>
<tr>
<th>Year</th>
<th>Prior Debt Service</th>
<th>Refunding Debt Service</th>
<th>Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>235,925</td>
<td>123,817</td>
<td>12,318</td>
</tr>
<tr>
<td>2019</td>
<td>1,346,850</td>
<td>946,000</td>
<td>400,850</td>
</tr>
<tr>
<td>2020</td>
<td>1,441,100</td>
<td>1,008,250</td>
<td>432,850</td>
</tr>
<tr>
<td>2021</td>
<td>1,425,500</td>
<td>1,311,000</td>
<td>94,500</td>
</tr>
<tr>
<td>2022</td>
<td>971,000</td>
<td>971,000</td>
<td>-</td>
</tr>
<tr>
<td>2023</td>
<td>971,500</td>
<td>971,500</td>
<td>-</td>
</tr>
<tr>
<td>2024</td>
<td>970,250</td>
<td>970,250</td>
<td>-</td>
</tr>
<tr>
<td>2025</td>
<td>972,250</td>
<td>972,250</td>
<td>-</td>
</tr>
<tr>
<td>2026</td>
<td>972,250</td>
<td>972,250</td>
<td>-</td>
</tr>
<tr>
<td>2027</td>
<td>970,250</td>
<td>970,250</td>
<td>-</td>
</tr>
<tr>
<td>2028</td>
<td>971,250</td>
<td>971,250</td>
<td>-</td>
</tr>
</tbody>
</table>

| Total       | 11,228,125         | 10,207,817            | 941,136 |

Notes:

1. Based on spread to interpolated AAA MMD as of 6/10/18
A RESOLUTION

Amending the City of Evanston Budget Policy

WHEREAS, the City of Evanston, Cook County, Illinois (the “City”) has adopted a Budget Policy (the “Budget Policy”) pursuant to the proceedings of December 18, 2000; and

WHEREAS, “Debt Service Fund” of the Budget Policy’s Section II, “Fund Policies,” must be amended to accommodate current needs of the City and the recommendations of the City’s bond counsel,

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

SECTION 1: “Debt Service Fund” of the Budget Policy’s Section II, “Fund Policies,” is hereby amended to read as follows:

Debt Service Fund.
General Obligation Debt of the City means debt (viz., bonds) for which an unlimited real property tax levy is made or pledged for payment. General Obligation Debt shall be allocated into two categories. Self-Supporting General Obligation Debt shall mean General Obligation Debt which, at the time of issuance, is expected and intended by the Treasurer to be payable out of a source of funds other than the City’s general real property tax levy, thus permitting the abatement and avoidance of the property tax levy to pay such bonds; examples of Self-Supporting General Obligation Debt include (without limitation) bonds payable from the Water Fund or the Sewer Fund, bonds payable from special assessments, bonds payable from tax increment financing areas, and bonds payable from Motor Fuel Taxes. Tax-Supported General Obligation Debt shall mean all other General Obligation Debt, which is expected and intended to be paid from a general real property tax levy. General Obligation Debt shall not include any obligation of the City not denominated a bond, including, without limitation, short term notes or warrants or other obligations
which the City may issue from time to time for various purposes and to come due within three (3) years of issuance. General Obligation Debt does not include bonds which have been refunded or decreased and which, as a consequence of same, are provided for from a dedicated source of funds or investments. Self-Supporting General Obligation Debt shall not be limited by this Budget Policy. Tax-Supported General Obligation Debt shall not exceed $150,000,000 $113,000,000 in aggregate principal amount, which limit is expressly subject to increase from time to time by action of the City Council as the needs of the City may grow. General Obligation Debt issued as so-called zero coupon bonds or capital appreciation bonds shall be counted as debt in the original principal amount issued. The Treasurer shall at all times keep a book or record of all General Obligation Debt and its proper allocation. The Treasurer's statements as to the allocation of General Obligation Debt into these two categories shall be conclusive. Notwithstanding this statement of policy, all bonds or other obligations by whatever name designated of the City duly authorized to be issued by the City Council shall be valid and legally binding as against the City, and there shall be no defense of the City as against any bondholder or other obligation holder on the basis of this policy.

SECTION 2: This resolution shall be effective immediately, and the Budget Policy shall be accordingly restated.

SECTION 3: This resolution may only be amended by subsequent resolution or ordinance as adopted by the City Council.

SECTION 4: All motions, resolutions and orders, or parts thereof, in conflict herewith, are, to the extent of such conflict, hereby repealed.

Stephen H. Hagerty, Mayor
A RESOLUTION

Amending the City of Evanston Budget Policy

WHEREAS, the City of Evanston, Cook County, Illinois (the "City") has adopted a Budget Policy (the "Budget Policy") pursuant to the proceedings of December 18, 2000; and

WHEREAS, a paragraph of the Budget Policy, relating to the Debt Service Fund, must be amended to accommodate current needs of the City and the recommendations of the City's bond counsel,

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

SECTION 1: The Budget Policy is hereby amended to read as follows:

Debt Service Fund. General Obligation Debt of the City means debt (viz., bonds) for which an unlimited real property tax levy is made or pledged for payment. General Obligation Debt shall be allocated into two categories. Self-Supporting General Obligation Debt shall mean General Obligation Debt which, at the time of issuance, is expected and intended by the Treasurer to be payable out of a source of funds other than the City’s general real property tax levy, thus permitting the abatement and avoidance of the property tax levy to pay such bonds; examples of Self Supporting General Obligation Debt include (without limitation) bonds payable from the Water Fund or the Sewer Fund, bonds payable from special assessments, bonds payable from tax increment financing areas, and bonds payable from Motor Fuel Taxes. Tax Supported General Obligation Debt shall mean all other General Obligation Debt, which is expected and intended to be paid from a general real property tax levy. General Obligation Debt shall not include any obligation of the City not denominated a bond, including, without limitation, short term notes or warrants or other obligations which the City may issue from time to time for various purposes and to come due within three (3) years of issuance. General Obligation Debt does not include bonds which have been refunded or decreased and which, as a consequence of same, are provided for from a dedicated source of funds or investments. Self-Supporting General Obligation Debt shall not be limited by this Budget Policy. Tax Supported General Obligation Debt shall not exceed $150,000,000 in aggregate principal amount, which limit is expressly subject to increase from time
to time by action of the City Council as the needs of the City may grow. General Obligation Debt issued as so-called zero coupon bonds or capital appreciation bonds shall be counted as debt in the original principal amount issued. The Treasurer shall at all times keep a book or record of all General Obligation Debt and its proper allocation. The Treasurer’s statements as to the allocation of General Obligation Debt into these two categories shall be conclusive. Notwithstanding this statement of policy, all bonds or other obligations by whatever name designated of the City duly authorized to be issued by the City Council shall be valid and legally binding as against the City, and there shall be no defense of the City as against any bondholder or other obligation holder on the basis of this policy.

SECTION 2: This resolution shall be effective immediately, and the Budget Policy shall be accordingly restated.

SECTION 3: This resolution may only be amended by subsequent resolution or ordinance as adopted by the City Council.

SECTION 4: All motions, resolutions and orders, or parts thereof, in conflict herewith, are, to the extent of such conflict, hereby repealed.

___________________________
Stephen H. Hagerty, Mayor

Attest:

___________________________
Devon D. Reid, City Clerk

Adopted: __________________, 2018
PRELIMINARY OFFICIAL STATEMENT DATED _____, 2018

Sale Date and Time:

_____, 2018

____ A.M. Central Time

NEW ISSUES

BOOK ENTRY ONLY

Ratings: Moody’s: “____”

Fitch: “____”

(See “BOND RATINGS” herein)

Subject to compliance by the City and certain 501(c)(3) organizations with certain covenants, in the opinion of Chapman and Cutler LLP, Chicago, Illinois, Bond Counsel (“Bond Counsel”), under present law, interest on the Series A Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations, but such interest is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. Subject to compliance by the City with certain covenants, in the opinion of Bond Counsel, under present law, interest on the Series B Bonds and Series C Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, but such interest is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. Interest on the Series D Bonds is includable in gross income of the owners thereof for federal income tax purposes. Interest on the Bonds is not exempt from present State of Illinois income taxes. See “TAX TREATMENT” herein for a more complete discussion.

CITY OF EVANSTON

COOK COUNTY, ILLINOIS

$20,270,000* GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018A

$15,285,000* GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018B

$7,890,000* GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018C

$3,595,000* TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018D

Dated: Date of Delivery

Due: December 1, as shown on inside cover

The $20,270,000* General Obligation Corporate Purpose Bonds, Series 2018A (the “Series A Bonds”), $15,285,000* General Obligation Corporate Purpose Bonds, Series 2018B (the “Series B Bonds”), $7,890,000* General Obligation Refunding Bonds, Series 2018C (the “Series C Bonds”), and $3,595,000* Taxable General Obligation Corporate Purpose Bonds, Series 2018D (the “Series D Bonds”) (collectively, the “Bonds”) of the City of Evanston, Cook County, Illinois (the “City”), will bear interest from their dated date at the rates per annum as shown on the inside cover pages. Interest on the Bonds (computed on the basis of a 360-day year consisting of twelve 30 day months) will be payable semi-annually on each June 1 and December 1, commencing December 1, 2018. The Bonds will be issued in integral multiples of $5,000. The Bonds are subject to redemption prior to their maturity as more fully described in this Official Statement. See “THE BONDS – Optional Redemption” and “– Mandatory Sinking Fund Redemption” herein.

The Bonds will be issued in book-entry form, as registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York (“DTC”). Payments of principal and interest on the Bonds will be made by ZB, National Association dba Zions Bank, Chicago, Illinois, as paying agent and bond registrar (the “Bond Registrar”) to Cede & Co., which will, in turn, remit such payments to the DTC participants for subsequent disbursements to the Beneficial Owners (as defined in this Official Statement) of the Bonds. Purchases of the Bonds will be made in book-entry-only form and individual purchasers will not receive physical delivery of bond certificates.

In the opinion of Bond Counsel, the Bonds are valid and legally binding upon the City and are payable from any funds of the City legally available for such purpose, and all taxable property in the City is subject to the levy of taxes to pay the same without limitation as to rate or amount, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization, and other similar laws affecting creditors’ rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

Financial Advisors: PFM Financial Advisors LLC and Independent Public Advisors, LLC.

Not Bank Qualified: The Bonds are not “qualified tax-exempt obligations.”

Delivery: Delivery of the Bonds is expected on ____, 2018.

The date of this Official Statement is ____, 2018.

(THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.)

* Preliminary, subject to change.
# Maturity and Pricing Schedule, and CUSIP Numbers

## City of Evanston, Cook County, Illinois

$20,270,000* General Obligation Corporate Purpose Bonds, Series 2018A

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$15,285,000* General Obligation Corporate Purpose Bonds, Series 2018B

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$7,890,000* General Obligation Refunding Bonds, Series 2018C

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*Final amounts, interest rates, and reoffering yields will be set forth in the final Official Statement described herein.

**CUSIP data herein is provided by the CUSIP Global Services, managed on behalf of the American Bankers Association by S&P Capital IQ, a part of McGraw-Hill Companies Financial. No representations are made as to the correctness of the CUSIP numbers. These CUSIP numbers may also be subject to change after the issuance of the Bonds.
### Maturity and Pricing Schedule, and CUSIP Numbers

City of Evanston, Cook County, Illinois

$3,595,000* Taxable General Obligation Corporate Purpose Bonds, Series 2018D

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This Preliminary Official Statement is in a form deemed final by the City for the purposes of paragraph (b)(1) of Rule 15c2-12 (the “Rule”) under the Securities Exchange Act of 1934, as amended (except for certain information permitted to be omitted under paragraph (b)(1) of the Rule).

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR HAS THE BOND RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939 IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.


THE BONDS HAVE RISK CHARACTERISTICS WHICH REQUIRE CAREFUL ANALYSIS AND CONSIDERATION BEFORE A DECISION TO PURCHASE IS MADE. THE BONDS SHOULD BE PURCHASED BY INVESTORS WHO HAVE ADEQUATE EXPERIENCE TO EVALUATE THE MERITS AND RISKS OF THE BONDS. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS OFFICIAL STATEMENT OR ANY PRIOR OR SUBSEQUENT COMMUNICATION FROM THE UNDERWRITERS, THEIR AFFILIATES, OFFICERS, AND EMPLOYEES OR ANY PROFESSIONAL ASSOCIATED WITH THIS OFFERING AS INVESTMENT OR LEGAL ADVICE. EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN COUNSEL, ACCOUNTANT, AND OTHER ADVISORS AS TO FINANCIAL, LEGAL, AND RELATED MATTERS CONCERNING THE INVESTMENT DESCRIBED HEREIN.

Pursuant to continuing disclosure requirements promulgated by the Securities and Exchange Commission in the Rule, the City will enter into a Continuing Disclosure Undertaking. For a description of the Continuing Disclosure Undertaking, see “CONTINUING DISCLOSURE,” “THE UNDERTAKING,” and APPENDIX C.

References herein to laws, rules, regulations, ordinances, resolutions, agreements, reports, and other documents do not purport to be comprehensive or definitive. All references to such documents are qualified to their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein. Where full texts have not been included as appendices to this Official Statement they will be furnished on request.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, the Rule.

Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.
CITY OF EVANSTON
2100 Ridge Avenue
Evanston, Illinois  60201
(847) 328-2100

MAYOR
Stephen H. Hagerty

CITY COUNCIL
1st Ward  Judy Fiske
2nd Ward  Peter Braithwaite
3rd Ward  Melissa A. Wynne
4th Ward  Donald N. Wilson
5th Ward  Robin Rue Simmons
6th Ward  Thomas M. Suffredin
7th Ward  Elanor Revelle
8th Ward  Ann Rainey
9th Ward  Cicely L. Fleming

CITY CLERK
Devon Reid

CITY ADMINISTRATION
City Manager  Wally Bobkiewicz
Chief Financial Officer/Treasurer  Hitesh Desai
Director of Administrative Services  Erika Storlie
Interim Corporation Counsel  Michelle L. Masoncup

PROFESSIONAL SERVICES
Bond Counsel
Chapman and Cutler LLP
Chicago, Illinois

Financial Advisors
PFM Financial Advisors LLC
Independent Public Advisors, LLC

Disclosure Counsel
Ice Miller LLP
Chicago, Illinois

Auditor
Sikich LLP
Naperville, IL

Bond Registrar, Paying Agent, and Escrow Agent
ZB, National Association dba Zions Bank
Chicago, IL
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APPENDIX A  –  City of Evanston Annual Financial Report for Fiscal Year Ended December 31, 2016 (Excerpts)
APPENDIX B  –  Proposed Forms of Bond Counsel Opinions
APPENDIX C  –  Form of Continuing Disclosure Undertaking
INTRODUCTION

This Official Statement sets forth information concerning the offer and sale by the City of Evanston, Cook County, Illinois (the “City”), of $20,270,000* General Obligation Corporate Purpose Bonds, Series 2018A (the “Series A Bonds”), $15,285,000* General Obligation Corporate Purpose Bonds, Series 2018B (the “Series B Bonds”), $7,890,000* General Obligation Refunding Bonds, Series 2018C (the “Series C Bonds”), and $3,595,000* Taxable General Obligation Corporate Purpose Bonds, Series 2018D (the “Series D Bonds”) (collectively, the “Bonds”). The Bonds are authorized pursuant to and in accordance with the home-rule powers of the City under Section 6, Article VII of the 1970 Constitution of the State of Illinois, and a bond ordinance adopted by the City Council of the City (the “City Council”) on July 9, 2018 (as supplemented by the bond order authorized therein and executed in connection with the sale of the Bonds, the “Bond Ordinance”).

The Bonds are general obligations of the City to which the City pledges its full faith and credit and are payable from available funds of the City and the Ad Valorem Property Taxes (as defined herein). See “SECURITY FOR THE BONDS.”

The City, with a population of 74,756 as of the U.S. Census Bureau's July 1, 2017 population estimate, is located along Lake Michigan immediately north of Chicago, Illinois. Evanston includes residential neighborhoods and parks and a major revitalized central business area of shops, restaurants, theaters, offices and corporate headquarters, neighborhood shopping areas, hospitals, and universities. The City is the home of Northwestern University, with about 16,000 students and 5,200 employees at its Evanston campus. The City’s per capita and median family incomes are substantially higher than Cook County (the “County”) and State of Illinois (the “State”) levels. See “THE CITY – Economic and Demographic Data.”

PURPOSE OF THE BONDS

The Series A Bonds are being issued for the purpose of (i) paying a portion of the costs of constructing and equipping a new Robert Crown Community Center, Ice Complex, and Library Center (the “Robert Crown Project”); (ii) paying capitalized interest on the Series A Bonds through December 1, 2018; and (iii) paying costs related to the issuance of the Series A Bonds.

The Series B Bonds are being issued for the purpose of (i) providing for capital improvements at various locations throughout the City, including certain capital expenditures as detailed for the year 2018 in the City’s Capital Improvement Plan, as adopted by the City Council (the “Capital Improvement Project”); (ii) paying capitalized interest on the Series B Bonds through December 1, 2019; and (iii) paying costs related to the issuance of the Series B Bonds.

The Series C Bonds are being issued for the purpose of (i) currently refunding a portion of the City’s outstanding General Obligation Bonds, Series 2008A, and General Obligation Bonds, Series 2008C, each dated May 7, 2008 (together, the “2008 Bonds” and those 2008 Bonds being refunded, the “Refunded Obligations”); and (ii) paying costs related to the issuance of the Series C Bonds.

The Series D Bonds are being issued for the purpose of (i) providing for redevelopment projects within certain tax increment financing districts throughout the City (the “TIF Project”); (ii) paying capitalized interest on the Series D Bonds through December 1, 2019; and (iii) paying costs related to the issuance of the Series D Bonds.

SOURCES AND USES OF FUNDS

* Preliminary, subject to change.
## Attachment 5: Preliminary Official Statement

<table>
<thead>
<tr>
<th>Estimated Sources:</th>
<th>Series A Bonds</th>
<th>Series B Bonds</th>
<th>Series C Bonds</th>
<th>Series D Bonds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Par Amount of Bonds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Original Issue Premium</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Friends' Donations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Available Debt Service Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit to Project Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deposit to Escrow Account to pay the Refunded Obligations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of Issuance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capitalized Interest</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SECURITY FOR THE BONDS

The Bonds, in the opinion of Chapman and Cutler LLP, Chicago, Illinois, Bond Counsel (“Bond Counsel”), are valid and legally binding upon the City and are payable from any funds of the City legally available for such purpose, and all taxable property in the City is subject to the levy of taxes to pay the same without limitation as to rate or amount (the “Ad Valorem Property Taxes”), except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization, and other similar laws affecting creditors’ rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

The Bond Ordinance provides for the levy the Ad Valorem Property Taxes in amounts sufficient to pay, as and when due, all principal of and interest on the Bonds. The Bond Ordinance will be filed with the County Clerk of Cook County, Illinois (the “County Clerk”) and will serve as authorization to the County Clerk to extend and collect the property taxes as set forth in the Bond Ordinance to pay the Bonds.

Pursuant to the Bond Ordinance, the City may, before the deadline for the filing of an abatement of the Ad Valorem Property Taxes levied by the City for any year, by proper proceedings abate all or a portion of the Ad Valorem Property Taxes levied by the Bond Ordinance for that year to the extent that it finds that sufficient funds of the City have been deposited into the respective funds for the payment of principal of and interest on the Bonds (collectively, the “Bond Funds”) during the period otherwise provided for from that levy.

It has been the City’s practice to use a variety of revenue sources for repayment of its general obligation bonds, in addition to its ad valorem property taxes. These alternative sources include sales taxes, water and sewer service charges, special assessments, parking revenues, Tax Increment Financing (“TIF”) and/or taxes levied for special service areas in the City to make payments on its general obligation indebtedness. Although these revenue sources are not pledged to the payment of, and do not secure, the Bonds, the City expects to use certain of these sources to pay debt service on the Bonds, permitting the abatement of a portion of the Ad Valorem Property Taxes levied in the Bond Ordinance.

### THE BONDS

### General

The Bonds will be issued as fully registered bonds and will be dated the date of delivery (the “Dated Date”). The Bonds mature on the dates and in the amounts, and bear interest from the Dated Date until paid at the rates as set forth on the inside covers of this Official Statement. The Bonds will be in denominations of $5,000 or any integral multiple thereof. Interest on the Bonds is payable on June 1 and December 1 of each year. The first interest payment date is December 1, 2018.

The principal and redemption price of the Bonds are payable in lawful money of the United States of America upon presentation at the office maintained for that purpose by ZB, National Association dba Zions Bank, Chicago, Illinois, as paying agent and bond registrar (the “Bond Registrar”). Payment of interest shall be made to the registered owner of the Bonds as shown on the registration books of the City maintained by the Bond Registrar at the close of business on the applicable Record Date. The Record Date shall be the 15th day of the month preceding any regular or other interest payment date occurring on the first day of any month.
and, otherwise, 15 days preceding any interest payment date occasion by the redemption of Bonds on other than the first day of a month. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of the registered owner as it appears on such registration books (the “Register”), or at such other address furnished in writing by the registered owner to the Bond Registrar, or as otherwise agreed by the City and the Bond Registrar for so long as this Bond is held by a qualified securities clearing corporation as depository, or nominee, in book-entry form.

The Bonds will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC or a successor depository will act as securities depository of the Bonds. Individual purchases may be made in book-entry-only form, in the principal amount of $5,000 or integral multiples thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. See “Book-Entry-Only System” herein.

Optional Redemption

The Series A Bonds maturing on or after December 1, 2028, are subject to redemption at the option of the City, in whole or in part, in any order of maturity and if in part, in principal amounts that are integral multiples of $5,000 and as applicable to any mandatory redemption requirement as the City may determine, on any date on or after June 1, 2028, at a price equal to par plus accrued interest to the date fixed for redemption.

The Series B Bonds maturing on or after December 1, 2028, are subject to redemption at the option of the City, in whole or in part, in any order of maturity and if in part, in principal amounts that are integral multiples of $5,000 and as applicable to any mandatory redemption requirement as the City may determine, on any date on or after June 1, 2028, at a price equal to par plus accrued interest to the date fixed for redemption.

The Series C Bonds are not subject to optional redemption.

The Series D Bonds are not subject to optional redemption.

Mandatory Sinking Fund Redemption

The Series A Bonds due on December 1, 20__ (the “Series A Term Bonds”), are subject to mandatory redemption, in integral multiples of $5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years and in the principal amounts as follows:

<table>
<thead>
<tr>
<th>Term Bond Due December 1, 20__</th>
<th>Sinking Fund Redemption Date</th>
<th>Principal Amount to be Redeemed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>December 1, 20__</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>December 1, 20__</td>
<td>*</td>
</tr>
</tbody>
</table>

*Stated Maturity

The Series B Bonds due on December 1, 20__ (the “Series B Term Bonds”), are subject to mandatory redemption, in integral multiples of $5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years and in the principal amounts as follows:

<table>
<thead>
<tr>
<th>Term Bond Due December 1, 20__</th>
<th>Sinking Fund Redemption Date</th>
<th>Principal Amount to be Redeemed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>December 1, 20__</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>December 1, 20__</td>
<td>*</td>
</tr>
</tbody>
</table>

*Stated Maturity
The Series C Bonds due on December 1, 20__ (the “Series C Term Bonds”), are subject to mandatory redemption, in integral multiples of $5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years and in the principal amounts as follows:

<table>
<thead>
<tr>
<th>Term Bond Due December 1, 20__</th>
<th>Sinking Fund Redemption Date</th>
<th>Principal Amount to be Redeemed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>December 1, 20__</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>December 1, 20__</td>
<td>*</td>
</tr>
</tbody>
</table>

*Stated Maturity

The Series D Bonds due on December 1, 20__ (the “Series D Term Bonds” and, together with the Series A Term Bonds, Series B Term Bonds, and Series C Term Bonds, the “Term Bonds”), are subject to mandatory redemption, in integral multiples of $5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years and in the principal amounts as follows:

<table>
<thead>
<tr>
<th>Term Bond Due December 1, 20__</th>
<th>Sinking Fund Redemption Date</th>
<th>Principal Amount to be Redeemed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>December 1, 20__</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>December 1, 20__</td>
<td>*</td>
</tr>
</tbody>
</table>

* Stated Maturity

[The principal amounts of the Series A or Series B Term Bonds to be mandatorily redeemed may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Term Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the City may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the City shall, purchase Term Bonds required to be retired on such mandatory redemption date. Any such Term Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.]


The City will, at least 45 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Series A or Series B Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single series and maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such series and maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate (except when the Bonds are held in a book-entry system, in which case the selection of Bonds to be redeemed will be made in accordance with procedures established by DTC or any other book entry depository); provided that such lottery shall provide for the selection for redemption of Bonds or portions thereof in principal amounts of $5,000 and integral multiples thereof.

Unless waived by any holder of Bonds to be redeemed, notice of the call for any redemption will be given by the Bond Registrar on behalf of the City at least 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bonds to be redeemed at the address shown on the Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the City are received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption will be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice will be of no force and effect, the City will not redeem such Bonds, and the Bond Registrar will give notice, in the same manner in which the notice of redemption has been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City will deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.
Subject to the provisions for a conditional redemption described above, notice of redemption having been given as described above and in the Bond Ordinance, and notwithstanding failure to receive such notice, the Bonds or portions of Bonds so to be redeemed will, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds will be paid by the Bond Registrar at the redemption price.

All official notices of redemption shall include at least the information as follows: (a) the redemption date; (b) the redemption price; (c) if less than all of the outstanding Bonds of a particular series and maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such series and maturity, the respective principal amounts) of the Bonds to be redeemed; (d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office maintained for the purpose by the Bond Registrar.

Defeasance

Any Bond or Bonds (a) which are paid and cancelled; (b) which have matured and for which sufficient sums have been deposited with the Bond Registrar to pay all principal and interest due thereon; or (c) (i) for which sufficient funds and Defeasance Obligations have been deposited with the Bond Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity, pursuant to an irrevocable escrow or trust agreement, (ii) accompanied by an opinion of Bond Counsel or other bond counsel as to compliance with the covenants with respect to such Bonds, and (iii) accompanied by an express declaration of defeasance by the City Council; shall cease to have any lien on or right to receive or be paid from Bond Moneys or the Bond Fund (each as defined in the Bond Ordinance) and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set in the Bond Ordinance herein as such relates to lien and security of the outstanding Bonds. “Defeasance Obligations” means (a) noncallable, non-redeemable, direct and general full faith and credit obligations of the United States Treasury (“Directs”), (b) certificates of participation or trust receipts in trusts comprised wholly of Directs, or (c) other noncallable, non-redeemable, obligations unconditionally guaranteed as to timely payment to maturity by the United States Treasury.

Book-Entry-Only System

The information contained in the following paragraphs of this subsection “Book-Entry-Only System” has been extracted from a schedule prepared by The Depository Trust Company entitled “SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE.” The City makes no representation as to the completeness or the accuracy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each annual maturity of each series of the Bonds, each in the aggregate principal amount of such annual maturity, and such certificates will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934 (the “Exchange Act”). DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a S&P Global Ratings rating of AA+. The DTC Rules applicable to its Participants are
on file with the Securities and Exchange Commission (the “Commission”). More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the City or paying agent (“Agent”), on payable date in accordance with the City’s instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC, Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Bonds are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates for the Bonds will be printed and delivered to DTC.

The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

NEITHER THE CITY, NOR THE UNDERWRITERS (AS DEFINED HEREIN) WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS, TO INDIRECT PARTICIPANTS OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DTC PARTICIPANT OR ANY INDIRECT PARTICIPANT; (2) THE PAYMENT BY DTC, ANY DTC PARTICIPANT OR ANY INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS; (3) ANY NOTICE
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WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO CERTIFICATEHOLDERS; (4) ANY CONSENT GIVEN BY DTC OR OTHER ACTION TAKEN BY DTC AS CERTIFICATEHOLDER; OR (5) THE SELECTION BY DTC, ANY DTC PARTICIPANT OR ANY INDIRECT PARTICIPANT OF ANY BENEFICIAL OWNER TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE BONDS.

CERTAIN RISK FACTORS

The purchase of the Bonds involves certain investment risks. Accordingly, each prospective purchaser of the Bonds should make an independent evaluation of the entirety of the information presented in this Official Statement and its appendices and exhibits in order to make an informed investment decision. Certain of the investment risks are described below. The following statements, however, should not be considered a complete description of all risks to be considered in the decision to purchase the Bonds, nor should the order of the presentation of such risks be construed to reflect the relative importance of the various risks. There can be no assurance that other risk factors are not material or will not become material in the future.

Local Economy

The financial health of the City is in part dependent on the strength of the regional and state economy. Many factors affect the economy, including rates of employment and economic growth and the level of residential and commercial development. It is not possible to predict to what extent any changes in economic conditions, demographic characteristics, population, or commercial and industrial activity will occur and what impact such changes would have on the finances of the City.

Finances of the State of Illinois

The State has experienced adverse fiscal conditions resulting in significant shortfalls between general fund revenues and spending demands. In addition, the underfunding of the State’s pension systems has contributed to its poor financial health. The State operated without a fully enacted budget for the fiscal year ending June 30, 2016 and the fiscal year ending June 30, 2017. On July 6, 2017, the State enacted a budget for the fiscal year ending June 30, 2018, thus resolving much of the budget impasse, while not resolving significant unfunded pension liabilities or the large unpaid bill backlog. On June 4, 2018, the State enacted its budget for fiscal year ending June 30, 2019, again without addressing unfunded pension liabilities or the unpaid bill backlog. Therefore, the unfunded pension liabilities and the unpaid bill backlog will continue to pose significant challenges to the State’s finances. Illinois legislators have indicated they intend to address these matters and have issued bonds to cover a portion of the bill backlog, but it is not clear when, or if, they will resolve the remainder of the backlog or the pension liability.

As part of the State’s budget process, legislation was passed which made changes in the Local Government Distributive Fund (“LGDF”). There is a 10% reduction in LGDF payments in the State’s fiscal year ending June 30, 2018. For the State’s fiscal year ending June 30, 2019, there will be a smaller reduction of 5% in LGDF payments. These funds are now deposited into the LGDF rather than requiring the money to first pass through the General Revenue Fund (“GRF”). Bypassing the GRF resulted in municipalities and counties receiving two accelerated payments (one time only) for a total of 14 LGDF payments instead of 12 in State’s fiscal year ending June 30, 2018. [As a result of the reduction in LGDF payments, the City anticipates a decrease of $_____ for payments received in the State’s fiscal year ending June 30, 2018.]

Additionally, two percent (2%) of non-home rule and home rule sales tax collections are being retained as an administrative fee by the Illinois Department of Revenue (the “Department of Revenue”) for the State’s fiscal year ending June 30, 2018. Beginning with the State’s fiscal year ending June 30, 2019, the Department of Revenue’s administrative fee will be reduced to one and one half percent (1.5%) of non-home rule and home rule sales tax collections.

During the budget impasse, certain appropriations were enacted, including the approval of spending for elementary and secondary education, and certain other spending occurred through statutory transfers, statutory continuing appropriations, court orders, and consent decrees. The City cannot predict whether the State will continue to fund at current levels local revenue sharing, nor can the City predict the lingering effect of the State’s budget impasse on the City’s finances.

The State currently shares a portion of sales tax (see above), income tax, and motor fuel tax revenue with municipalities, including the City. The State’s general fiscal condition, the underfunding of the State’s pension systems and the State’s budget impasse have materially adversely affected the State’s financial condition and may result in decreased or delayed revenues allocated to the City.

Loss or Change of Bond Rating

- 7 -
The Bonds have received credit ratings from Moody’s Investors Service, Inc. (“Moody’s”) and Fitch Ratings (“Fitch”). The ratings can be changed or withdrawn at any time for reasons both under and outside the City’s control. Any change, withdrawal or combination thereof could adversely affect the ability of investors to sell the Bonds or may affect the price at which they can be sold.
Secondary Market for the Bonds

No assurance can be given that a secondary market will develop for the purchase and sale of the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. The Underwriter is not obligated to engage in secondary market trading or to repurchase any of the Bonds at the request of the owners thereof.

Prices of the Bonds as traded in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and other prevailing circumstances. No guarantee exists as to the future market value of the Bonds. Such market value could be substantially different from the original purchase price.

Continuing Disclosure

A failure by the City to comply with the Undertaking for continuing disclosure (see “CONTINUING DISCLOSURE” herein) will not constitute an event of default on the Bonds. Any such failure must be reported in accordance with Rule 15c2-12 (the “Rule”) adopted by the Commission under the Exchange Act and may adversely affect the transferability and liquidity of the Bonds and their market price.

Suitability of Investment

The interest rates borne by the Bonds are intended to compensate the investor for assuming the risk of investing in the Bonds. Furthermore, the tax-exempt feature of the Series A Bonds, Series B Bonds, and Series C Bonds (the “Tax-Exempt Bonds”) is currently more valuable to high tax bracket investors than to investors that are in low tax brackets. As such, the value of the interest compensation to any particular investor will vary with individual tax rates and circumstances. Each prospective investor should carefully examine this Official Statement and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Bonds are an appropriate investment for such investor.

Future Changes in Laws

Various state and federal laws, regulations and constitutional provisions apply to the City and to the Bonds. The City can give no assurance that there will not be a change in, interpretation of, or addition to such applicable laws, provisions and regulations which would have a material effect, either directly or indirectly, on the City, or the taxing authority of the City. Many elements of local government finance, including the issuance of debt and the levy of property taxes, are controlled by State government. Future actions of the State may affect the overall financial conditions of the City, the taxable value of property within the City, and the ability of the City to levy property taxes or collect revenues for its ongoing operations. For example, Illinois legislators have introduced proposals to modify the Property Tax Extension Limitation Law, as amended (the “Limitation Law”), including freezing property taxes (the “Property Tax Freeze Proposal”). If the Property Tax Freeze Proposal or similar legislation were to become law, such reform may freeze the City’s local property tax revenue. The City cannot predict whether, or in what form, any such change may be enacted into law, nor can the City predict the effect of any such change on the City’s finances.

Factors Relating to Tax-Exemption

As discussed under “TAX TREATMENT” herein, interest on the Tax-Exempt Bonds could become includible in gross income for purposes of federal income taxation, retroactive to the date the Tax-Exempt Bonds were issued, as a result of future acts or omissions of the City in violation of its covenants in the Bond Ordinance. Should such an event of taxability occur, the Tax-Exempt Bonds are not subject to any special redemption.

There are or may be pending in the Congress of the United States (“Congress”) legislative proposals relating to the federal tax treatment of interest on the Tax-Exempt Bonds, including some that carry retroactive effective dates, that, if enacted, could affect the market value of the Tax-Exempt Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Finally, reduction or elimination of the tax-exempt status of obligations such as the Tax-Exempt Bonds could have an adverse effect on the City’s ability to access the capital markets to finance future capital or operational needs by reducing market demand for such obligations or materially increasing borrowing costs of the City.

The tax-exempt bond office of the Internal Revenue Service (the “Service”) is conducting audits of tax-exempt bonds, both compliance checks and full audits, with increasing frequency to determine whether, in the view of the Service, interest on such tax-exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether the Service will commence any such audit. If an audit is commenced, under current procedures the Service may treat the City

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as a taxpayer and the Tax-Exempt Bondholders may have no right to participate in such proceeding. The commencement of an audit with respect to any tax exempt obligations of the City could adversely affect the market value and liquidity of the Tax-Exempt Bonds, regardless of the ultimate outcome.

Bankruptcy

The rights and remedies of the Bondholders may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditors’ rights, to the exercise of judicial discretion in appropriate cases, and to limitations on legal remedies against local governments. At present, there is no law in the State that authorizes any unit of government in Illinois to petition to reorganize under Chapter 9 of the U.S. Bankruptcy Code (except for the Illinois Power Agency). The various opinions of counsel to be delivered with respect to the Bonds and the Bond Ordinance will be similarly qualified.

THE PROJECTS

The Series A Bonds are being issued for the purpose of (i) paying a portion of the costs of the Robert Crown Project; (ii) paying capitalized interest on the Series A Bonds through December 1, 2018; and (iii) paying costs related to the issuance of the Series A Bonds.

The Robert Crown Community Center, Ice Complex, and Library Center (the “Robert Crown Center”) was built in 1974 and is the City’s most used health and wellness facility. The Robert Crown Center serves as a venue for dozens of sports, summer camps, pre-school, and many other community programs. In 2000, the City Council was advised of the poor condition of the Robert Crown Center and the lack of improvements since its inception. Based on the City Council’s recommendation, an evaluation of the Robert Crown Center was prepared in 2003 by a consultant hired by the City, which highlighted several civil, structural, architectural, and mechanical issues that had developed over the years. On January 19, 2016, the City Council approved a consulting services agreement for fundraising and recommended the City and the Evanston Public Library (the “Library”) proceed with a fundraising campaign for the Robert Crown Project. Friends of the Robert Crown Center is a 501(c)(3) nonprofit charitable organization formed in 2016 to spearhead a community-wide fundraising initiative for the Robert Crown Project (“Friends”), involving the City, the Library, and dozens of local recreational and community service organizations (the “501(c)(3) Organizations”). The total cost of the Robert Crown Project is estimated to be $52.9 million and will consist of a completely new facility and park, two full ice sheets, a library branch and technology center, gymnasium, turf athletic fields, an indoor running track, multipurpose rooms, expanded locker rooms, a common gathering area, a reading area, and educational and cultural program spaces. Building construction is set to begin in the summer of 2018.

Robert Crown Project Borrowing

<table>
<thead>
<tr>
<th>Project Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Crown Project Fund</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$</td>
</tr>
</tbody>
</table>

The Series B Bonds are being issued for the purpose of (i) providing for the Capital Improvement Project; (ii) paying capitalized interest on the Series B Bonds through December 1, 2019; and (iii) paying costs related to the issuance of the Series B Bonds.

Capital Projects Borrowing

<table>
<thead>
<tr>
<th>Project Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Improvement Project Fund</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$</td>
</tr>
</tbody>
</table>
The Series D Bonds are being issued for the purpose of (i) providing for the TIF Project; (ii) paying capitalized interest on the Series D Bonds through December 1, 2019; and (iii) paying costs related to the issuance of the Series D Bonds.

**Economic Development Borrowing**

<table>
<thead>
<tr>
<th>Project Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIF Project Fund</td>
<td>$</td>
</tr>
<tr>
<td>Total</td>
<td>$</td>
</tr>
</tbody>
</table>

**THE REFUNDING**

The Series C Bonds are being issued for the purpose of (i) currently refunding a portion of the Refunded Obligations, as described in the below table (the “Refunding”); and (ii) paying costs related to the issuance of the Series C Bonds.

**Refunded Obligations**

<table>
<thead>
<tr>
<th>Dated</th>
<th>Issue</th>
<th>Maturities</th>
<th>Maturities</th>
<th>Amount</th>
<th>Redemption</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/07/2008</td>
<td>General Obligation Bonds, Series 2008A</td>
<td>2018-2021</td>
<td>2019-2021</td>
<td>$1,185,000</td>
<td>09/06/2018</td>
</tr>
</tbody>
</table>

Certain proceeds received from the sale of the Series C Bonds will be deposited in an Escrow Account (the “Escrow Account”) to be held by ZB, National Association dba Zions Bank, Chicago, Illinois (the “Escrow Agent”), under the terms of an Escrow Letter Agreement, dated as of the date of issuance of the Bonds, between the City and the Escrow Agent. The moneys so deposited in the Escrow Account will be held in cash and will be sufficient to pay when due the principal of and interest on the Refunded Obligations up to and including the redemption date thereof.

**THE CITY**

**General**

The City consists of many communities, perspectives, and qualities: it is a suburb, an urban center, a college town, and lakefront community; it has leafy neighborhoods and lakefront mansions; apartment, condominium, and student housing; its residents are commuters and locally employed workers; the downtown is prospering, but neighborhood commercial centers are also strong and developing. It is a part of the Chicagoland economy and has a vigorous commercial and professional economy of its own. A population of approximately 75,000 is diverse by race, religion, age, education, economics, and occupation. With approximately 9,500 people per square mile, Evanston has double the population density of the average North and Northwest suburb, and approximately half the density of Chicago. The City has over 260 acres in 75 parks and five beaches.

Evanston is contiguous with Chicago, and approximately 13 miles by rapid transit, commuter rail, expressway, or parkway from downtown Chicago. It borders the north shore communities of Skokie and Wilmette.

In 1863, the Village of Evanston was incorporated as a town, and, after several annexations, the town became a city in 1892. The City’s southern boundary was established with the City of Chicago and the present City limits, encompassing an area of approximately 8.0 square miles, have been essentially the same ever since. The City has four miles of shoreline along Lake Michigan.

**Northwestern University**

Evanston is the home of Northwestern University, so named as it was established to serve the Northwest Territory. The University first platted the village which surrounded it. The State legislature named the village “Evanston” in honor of Dr. John Evans, the president of the University’s Board.

One of the finest universities in the country, Northwestern University, not only infuses the City with a certain vitality, it affects both City revenues and many demographic profiles of the City. A significant number of the students are included in census...
counts, which tends to understate demographic statistics such as the City’s per capita income, wealth per capita, assessed value per capita, etc. On the other hand, it increases revenue sharing and other grants based on population.

Government

The City is a home rule unit of government under the Illinois Constitution and, as such, has no general obligation debt limit, nor is it required to seek referendum approval for the issuance of general obligation indebtedness; [however, the City has instituted a self-imposed limit on capital debt issues as general obligation bonds of $150,000,000.] The City has a Council/Manager form of government with an elected Mayor. The Mayor is elected for a four-year term. The Aldermen each represent one of nine wards and are elected to terms of four years. The City Council is organized into standing committees: Administration and Public Works, Human Services, Planning and Development, and Rules. The City Council has also established several special committees and commissions and advisory boards.

The City Manager is the Chief Administrative Officer of the City and is responsible for the management of all City operations under the direction of the Mayor and City Council. The City Manager appoints and supervises the directors of the City’s ten departments. The Chief Financial Officer is responsible for the central financial functions of the City.

The City provides a broad range of municipal services, including police and fire protection, streets and parking, water and sewer service, public libraries, social services, health and services for the aging, beaches, parks, and cultural events. A small portion of the City is located in the Skokie Park District. The City is engaged in assisting in community and economic development and maintains land use controls.

Public schools are provided by Evanston/Skokie School District 65 and Evanston Township High School District 202. Wastewater treatment is provided by the Metropolitan Water Reclamation District.

Administration

Wally Bobkiewicz, City Manager. Mr. Bobkiewicz is the City Manager, appointed in August 2009. Mr. Bobkiewicz is the administrative head of the municipal government and responsible for the efficient administration of all City departments. The departments are as follows: Administrative Services, Community and Economic Development, Fire, Health, Law, Library, Parks, Recreation and Community Services, Police, Public Works and Utilities. Before working for the City of Evanston, Mr. Bobkiewicz was employed as the City Manager with Santa Paula, California.

Hitesh Desai, Chief Financial Officer/Treasurer. Mr. Desai is the Chief Financial Officer/Treasurer and oversees and administers all the City’s financial functions, in conjunction with the City Manager. Prior to working for the City of Evanston, Mr. Desai was the Finance Director of the Village of Carpentersville, Illinois. Mr. Desai has previously served the City of Evanston as Accounting Manager and Senior Accountant.

Development Activity and City Layout

The City’s downtown is a central location for over eighty restaurants (ranging from casual to high-end), hundreds of hotel rooms, a state-of-the art movie theater, several theater and dance companies, retail bookstores, and numerous shops. Total equalized assessed value (“EAV”) growth in the City has grown from $1.30 billion in 1999 to $2.67 billion in 2016. Evanston’s prudent use of TIF development has added to this growth.

Commercial development in the downtown area has been a priority of City government since the City adopted a “Plan for Downtown Evanston/City Comprehensive Plan” in 1980, with continuing revisions since then. The City has encouraged and supported private development; its efforts have included enhanced public transportation through the interconnection of bus, Metra rail and the Chicago Transit Authority (the “CTA”) hubs; public art including streetscape and sidewalk amenities; creation of a commercial district to support nightlife in the City; and the creation of two TIF districts to provide support for the Church Street Plaza and Sherman Plaza redevelopment areas.

The City also has eight neighborhood commercial districts. Six of them, Central Street, Noyes Street, Chicago & Dempster, Main & Chicago, and Howard & Chicago, are formed around transportation hubs. Each of these districts has distinctive features: international, specialty retail, and baked goods at Central Street; theater and dining at Noyes Street; antiques, art, and specialty goods at Chicago & Dempster; convenient shopping at Main & Chicago; and the transportation center at Howard & Chicago, on the border of the City with Chicago. The remaining two, Evanston Center and Oakton Street Center, on the southwest side of the City, are
commercial centers initiated by developers and include a large number of national retailers. They have major anchor and supportive retail which meets the needs of the neighborhood and beyond, and were redeveloped on former vacant industrial sites.
Labor Relations

The City’s four collective bargaining contracts cover the majority of the City’s 856 (2018 budget full-time equivalent) employees and include: Police – Fraternal Order of Police (FOP) (expires on December 31, 2018); Firefighters - Local 742 of the International Association of Firefighters (IAFF) (expires on December 31, 2018); Police Sergeants - FOP (expires on December 31, 2018); Other labor and general office positions including Public Works, Utilities, Parks/Recreation, Health, Library and Community Development - American Federation of State County and Municipal Employees (AFSCME), Council 31, Local 1891A (expires on December 31, 2018).

The City has not experienced any work stoppage due to labor difficulties for the last 30 years.

Economic and Demographic Data

The City’s median family income and per capita income remain consistently and significantly above State and County levels, as does the median home value.

### Median Family Income

<table>
<thead>
<tr>
<th></th>
<th>2000</th>
<th>2006-2010</th>
<th>2012-2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Evanston</td>
<td>$78,886</td>
<td>$106,149</td>
<td>$104,409</td>
</tr>
<tr>
<td>Cook County</td>
<td>53,784</td>
<td>65,039</td>
<td>70,076</td>
</tr>
<tr>
<td>State of Illinois</td>
<td>55,545</td>
<td>68,236</td>
<td>73,714</td>
</tr>
</tbody>
</table>

Source: U.S. Census Bureau, and the 2006-2010 and 2012-2016 American Community Survey (“ACS”) 5-year estimates.

### Per Capita Income

<table>
<thead>
<tr>
<th></th>
<th>2000</th>
<th>2006-2010</th>
<th>2012-2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Evanston</td>
<td>$33,645</td>
<td>$42,925</td>
<td>$43,945</td>
</tr>
<tr>
<td>Cook County</td>
<td>23,227</td>
<td>29,335</td>
<td>32,179</td>
</tr>
<tr>
<td>State of Illinois</td>
<td>23,104</td>
<td>28,782</td>
<td>31,502</td>
</tr>
</tbody>
</table>

Source: U.S. Census Bureau, and the 2006-2010 and 2012-2016 ACS 5-year estimates.

### Median Home Values

<table>
<thead>
<tr>
<th></th>
<th>2000</th>
<th>2006-2010</th>
<th>2012-2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Evanston</td>
<td>$290,800</td>
<td>$395,000</td>
<td>$356,600</td>
</tr>
<tr>
<td>Cook County</td>
<td>157,700</td>
<td>265,800</td>
<td>219,800</td>
</tr>
<tr>
<td>State of Illinois</td>
<td>130,800</td>
<td>202,500</td>
<td>174,800</td>
</tr>
</tbody>
</table>

Source: U.S. Census Bureau, and the 2006-2010 and 2012-2016 ACS 5-year estimates.

(The remainder of this page has been left blank intentionally.)
The 2012-2016 ACS 5-year estimates by the U.S. Census Bureau reported that of the 28,887 total occupied housing units, 55.3% of those located in the City were owner-occupied. Selected home value data relative to values of owner-occupied housing units in the City compared with the County and the State are as follows:

### Home Values – Owner-Occupied

<table>
<thead>
<tr>
<th>Value of Specified Owner-Occupied Units</th>
<th>City of Evanston</th>
<th>Cook County</th>
<th>State of Illinois</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under $50,000</td>
<td>1.8%</td>
<td>4.4%</td>
<td>7.5%</td>
</tr>
<tr>
<td>$50,000 to $99,999</td>
<td>3.1</td>
<td>9.8</td>
<td>16.2</td>
</tr>
<tr>
<td>$100,000 to $149,999</td>
<td>6.9</td>
<td>14.2</td>
<td>16.6</td>
</tr>
<tr>
<td>$150,000 to $199,999</td>
<td>11.9</td>
<td>16.6</td>
<td>16.4</td>
</tr>
<tr>
<td>$200,000 to $299,999</td>
<td>18.0</td>
<td>23.1</td>
<td>20.3</td>
</tr>
<tr>
<td>$300,000 to $499,999</td>
<td>25.1</td>
<td>20.0</td>
<td>15.1</td>
</tr>
<tr>
<td>$500,000 or more</td>
<td>33.2</td>
<td>11.9</td>
<td>7.7</td>
</tr>
<tr>
<td><strong>100.0%</strong></td>
<td><strong>100.0%</strong></td>
<td><strong>100.0%</strong></td>
<td></td>
</tr>
</tbody>
</table>

Median Home Value – Owner-Occupied: $356,600, $219,800, $174,800

Source: U.S. Census Bureau, 2012-2016 ACS 5-year estimates.

**Education and Employment**

The 2012-2016 ACS 5-year estimates by the U.S. Census Bureau report that over 65% of adult residents of the City have four or more years of college, compared to 30% nationally, and 94% have at least a high school education or higher.

### Educational Attainment – Population over 25

<table>
<thead>
<tr>
<th>Educational Level</th>
<th>Number</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Graduate or Professional Degree</td>
<td>17,708</td>
<td>37.0%</td>
</tr>
<tr>
<td>Bachelor’s Degree</td>
<td>13,827</td>
<td>28.9%</td>
</tr>
<tr>
<td>Associate’s Degree</td>
<td>1,550</td>
<td>3.2%</td>
</tr>
<tr>
<td>Some college, no degree</td>
<td>6,209</td>
<td>13.0%</td>
</tr>
<tr>
<td>High school graduate</td>
<td>5,681</td>
<td>11.9%</td>
</tr>
<tr>
<td>9th to 12th grade, no diploma</td>
<td>1,346</td>
<td>2.8%</td>
</tr>
<tr>
<td>Less than 9th grade</td>
<td>1,532</td>
<td>3.2%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>47,853</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>

Source: U.S. Census Bureau, 2012-2016 ACS 5-year estimates.

The following table shows the proportion of City residents holding various job categories. Consistent with the high average level of educational attainment, over 61% of job holders who are City residents work in professional or managerial jobs, as compared to 38.7% in the County and 37.2% in the State.

### Select Occupation Categories

<table>
<thead>
<tr>
<th>Type of Occupations</th>
<th>Number</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management, business, science, and arts</td>
<td>22,516</td>
<td>61.2%</td>
</tr>
<tr>
<td>Service occupations</td>
<td>4,338</td>
<td>11.8%</td>
</tr>
<tr>
<td>Sales and office occupations</td>
<td>7,128</td>
<td>19.4%</td>
</tr>
<tr>
<td>Natural Resources, construction, and maintenance</td>
<td>878</td>
<td>2.4%</td>
</tr>
<tr>
<td>Production, transportation, material moving</td>
<td>1,911</td>
<td>5.2%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>36,771</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

Source: U.S. Census Bureau, 2012-2016 ACS 5-year estimates.
Population

The City’s population is essentially stable, having been near 70,000 since 1950.

<table>
<thead>
<tr>
<th></th>
<th>1990</th>
<th>2000</th>
<th>2010</th>
<th>2017*</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Evanston</td>
<td>73,233</td>
<td>74,239</td>
<td>74,549</td>
<td>74,756</td>
</tr>
<tr>
<td>Cook County</td>
<td>5,105,067</td>
<td>5,376,741</td>
<td>5,194,675</td>
<td>5,211,263</td>
</tr>
<tr>
<td>State of Illinois</td>
<td>11,430,602</td>
<td>12,419,293</td>
<td>12,830,632</td>
<td>12,802,023</td>
</tr>
</tbody>
</table>

*U.S. Census Bureau July 1, 2017 population estimates.
Source: U.S. Census Bureau.

Building Permits

Building Activity – Value of Permits

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Value of All Building Permits</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018(1)</td>
<td>$114,683,693</td>
</tr>
<tr>
<td>2017</td>
<td>306,352,806</td>
</tr>
<tr>
<td>2016</td>
<td>536,538,596</td>
</tr>
<tr>
<td>2015</td>
<td>321,578,749</td>
</tr>
<tr>
<td>2014</td>
<td>557,445,516</td>
</tr>
<tr>
<td>2013</td>
<td>262,464,798</td>
</tr>
</tbody>
</table>

(1) Through May 31, 2018.

Transportation

The City has excellent public transportation. It is served by a rapid transit rail line operated by CTA, with eight stations in Evanston. This is part of the CTA’s metropolitan rapid transit system. Commuter rail service provided by Metra, a Division of the Regional Transportation Authority (“RTA”), serves three stops in Evanston. Four local bus routes operated by the CTA connect all Evanston neighborhoods with its downtown area. Five bus routes operated by PACE, a suburban bus division of the RTA, connect Evanston with north and northwestern suburbs.

Employment

Business Type of Business Approximate Number of Employees
Northshore University Health System Company headquarters, hospital, and medical research 5,861
Northwestern University Private university 5,200
Presence Saint Francis Hospital Hospital 1,200
West Minster Pl., McGaw Care Center Retirement home 600
Northwestern University, Kellogg School of Management Private university, graduate programs 500
C.E. Niehoff & Co. Heavy-duty alternators 400
ZS Associates Marketing consultants 300
Accuity, Inc. Processing transactions data and software development 230
Hilton Orrington Hotel 175
Coldwell Banker Residential Brokerage Real estate brokerage 105

Industry

Although a small proportion of the total property value and employment numbers, the City is home to various manufacturing companies including Addison Steel Inc., a fabricating company; Ward Manufacturing Co., a tool and die manufacturer; and C.E. Niehoff & Co., a manufacturer of automotive components.

Unemployment

Unemployment in the City is consistently below County and State levels.

Average Unemployment Rates\(^{(1)}\)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Evanston</td>
<td>7.6%</td>
<td>7.8%</td>
<td>6.1%</td>
<td>5.0%</td>
<td>4.9%</td>
<td>4.1%</td>
<td>2.8%</td>
</tr>
<tr>
<td>Cook County</td>
<td>9.6%</td>
<td>9.6%</td>
<td>7.5%</td>
<td>6.2%</td>
<td>6.1%</td>
<td>5.2%</td>
<td>3.7%</td>
</tr>
<tr>
<td>State of Illinois</td>
<td>9.0%</td>
<td>9.0%</td>
<td>7.1%</td>
<td>6.0%</td>
<td>5.8%</td>
<td>5.0%</td>
<td>3.6%</td>
</tr>
</tbody>
</table>

\(^{(1)}\) Annual average unemployment rates were revised in 2018.
\(^{(2)}\) Preliminary for April 2018.
Source: Illinois Department of Employment Security

FINANCES

Budget Process, Accounting, and Financial Control Procedures

The City’s fiscal year has historically begun on March 1 of each year. However, the City passed a resolution that changed the City’s fiscal year to match the calendar year beginning in the year 2012. As such, fiscal year 2011 was only ten months in duration (March 1, 2011 through December 31, 2011).

The City Manager submits to the City Council a proposed operating budget not less than 60 days prior to the start of each fiscal year. The operating budget includes proposed expenditures and the means of financing those expenditures. The City Council holds several public hearings and then may modify the budget prior to adoption.

The City Manager is authorized to transfer budgeted amounts between departments within any fund (such as the General Fund); however, any revisions that alter the total expenditures of any fund must be approved by the City Council.

Budgets are legally adopted on a basis consistent with generally accepted accounting principles ("GAAP") except that property taxes are budgeted as revenue in the year they are levied. For purposes of preparing the combined statement of revenues, expenditures and changes in fund balances – budget and actual, GAAP revenue and expenditures have been adjusted to the budgetary basis. The budgets of the governmental type funds are prepared on a modified accrual basis. Obligations of the City are budgeted as expenditures, but revenue is recognized only when it has actually been received. The Comprehensive Annual Financial Report of the City ("CAFR") presents expenditures and revenues on both a GAAP basis and a budget basis for comparison.

The City uses funds and account groups to report on its financial position and the results of its operations. Fund accounting is designated to demonstrate legal compliance and to aid financial management by segregating transactions related to certain City functions or activities. A fund is a separate, self-balancing accounting entity and in the City there are three categories of funds: governmental, proprietary, and fiduciary. Governmental funds are used to account for all or most of the City’s general activities, including the collection and disbursement of earmarked monies (special revenue funds), the acquisition or construction of general fixed assets (capital project funds), and the servicing of general long-term debt (debt service funds). The General Fund is used to account for all activities of the City not accounted for in some other fund. Other major funds include Special Revenue Funds, Debt Service Funds, Enterprise Funds (water, sewer, and parking), and Pension Trust Funds.

The Enterprise Funds (water and sewer) are budgeted on a full accrual basis. Expenses are recognized when a commitment is made (through a purchase order), and revenues are recognized when they are obligated to the City (for example, water user fees are recognized as revenue when bills are produced).
The City reports financial results based on GAAP as promulgated by the Governmental Accounting Standards Board. The accounts of the City are divided into separate self-balancing funds comprised of its assets, liabilities, fund equity, revenues, and expenditures, as appropriate.

The City’s expenditures are monitored on a regular basis by the Finance Department. Disbursements are made only if an expenditure is within the authorized budget.

The City annually presents its budget to the Government Finance Officers Association (“GFOA”) for review against that organization’s standards for government budgeting. The City received an Award for Distinguished Budget Presentation from the GFOA for the fiscal year 2016 budget and has previously received the award for over 16 successive years.

Financial Statements and Independent Audits

The City annually presents its CAFR to the GFOA for review against that organization’s standards for governmental accounting and financial reporting. The City received a certificate of achievement for excellence in financial reporting from the GFOA for the fiscal year ended December 31, 2016.

The City’s financial statements are audited annually as required by State law. Sikich LLP, Certified Public Accountants and Advisors, Naperville, Illinois, audited the financial statements for fiscal year ended December 31, 2016. Copies of the City’s audited financial statements are available at the City’s website. Excerpts of the audited financial statements for the fiscal year ended December 31, 2016, are included as APPENDIX A to this Official Statement. Sikich LLP, has neither reviewed nor approved this Official Statement or its appendices.

The City has covenanted in connection with the issuance of the Bonds to file its audited annual financial statements and certain additional financial and operating data within 270 days after the close of the City’s fiscal year. See APPENDIX C to this Official Statement.

Cash Management

The City invests available funds to the extent not needed for immediate expenditures in interest bearing securities. Money market funds make up 100% of General Fund investments. Cash amounts held in bank accounts are collateralized by United States government or agency obligations.

The City’s investment policy is in compliance with the Illinois Municipal Investment Act and limits investments to those that are insured or which are registered (or for which the securities are held by the City or its agent) in the City’s name. Bond funds are invested separately.

Revenues

The City receives revenue from a wide variety of sources. These include a real property tax, municipal shares of State sales and income taxes, a home rule sales tax, utility taxes, and federal grants, as well as various use charges, licenses, and permits. The largest revenue source for the City is the property tax. See “REAL PROPERTY TAXATION” for a description of the property tax. Other major revenue sources are described below.

(The remainder of this page has been left blank intentionally.)
Sales Taxes

The City’s share of the State sales tax and a separate City home rule sales tax are the second largest source of revenue to the City. A portion of the State’s sales tax receipts from sales within Evanston are statutorily allocated to the City. The amount so received by the City equals about 1.0% of those sales subject to the State tax. In addition, the City imposes a City-wide home rule sales tax, as permitted by State law, presently at a rate of 1.0%. Sales of vehicles, groceries and medicine, among other items, are exempted by State law from this home rule sales tax. The Department of Revenue collects both the State sales tax and the City’s sales tax. Two percent (2%) of the City’s home rule sales tax collections are being retained as an administrative fee by the Department of Revenue for the State’s fiscal year ending June 30, 2018. Beginning with the State’s fiscal year ending June 30, 2019, the Department of Revenue’s administrative fee will be reduced to one and one half percent (1.5%) of home rule sales tax collections. As illustrated on the following table, the State sales tax produced $9.9 million and the home rule sales tax produced $6.1 million for the fiscal year ended December 31, 2017, based on audited results. The State sales taxes payable to the City have grown at an average compounded rate of approximately 0.93 percent between fiscal years ended February 29, 2008 and December 31, 2017, based on unaudited results.

Ten Year History State Sales Tax Receipts

<table>
<thead>
<tr>
<th>FY Ended</th>
<th>Home Rule</th>
<th>12-Month Increase/ (Decrease)</th>
<th>Sales Tax</th>
<th>12-Month Increase/ (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/2017*</td>
<td>$6,122,088</td>
<td>(0.56%)</td>
<td>$9,948,541</td>
<td>(2.63%)</td>
</tr>
<tr>
<td>12/31/2016</td>
<td>6,156,529</td>
<td>0.89%</td>
<td>10,216,966</td>
<td>2.17%</td>
</tr>
<tr>
<td>12/31/2015</td>
<td>6,102,128</td>
<td>(0.01%)</td>
<td>9,999,482</td>
<td>2.00%</td>
</tr>
<tr>
<td>12/31/2014</td>
<td>6,102,969</td>
<td>2.32%</td>
<td>9,803,582</td>
<td>0.89%</td>
</tr>
<tr>
<td>12/31/2013</td>
<td>5,964,747</td>
<td>4.51%</td>
<td>9,717,393</td>
<td>7.86%</td>
</tr>
<tr>
<td>12/31/2012</td>
<td>5,707,112</td>
<td>N/A</td>
<td>9,008,956</td>
<td>N/A</td>
</tr>
<tr>
<td>12/31/2011</td>
<td>4,902,429</td>
<td>N/A</td>
<td>7,671,007</td>
<td>N/A</td>
</tr>
<tr>
<td>2/28/2011</td>
<td>5,724,904</td>
<td>4.78%</td>
<td>8,791,573</td>
<td>2.87%</td>
</tr>
<tr>
<td>2/28/2010</td>
<td>5,463,561</td>
<td>(1.96%)</td>
<td>8,546,173</td>
<td>(3.52%)</td>
</tr>
<tr>
<td>2/28/2009</td>
<td>5,572,880</td>
<td>(5.73%)</td>
<td>8,857,994</td>
<td>(4.11%)</td>
</tr>
<tr>
<td>2/29/2008</td>
<td>5,911,796</td>
<td>4.61%</td>
<td>9,237,337</td>
<td>6.24%</td>
</tr>
</tbody>
</table>

*Unaudited.

[Personal Property Replacement Taxes]

Personal Property Replacement Taxes (“PPRT”) are revenues collected by the State and paid to local governments to replace money that was lost by local governments when their powers to impose personal property taxes on corporations, partnerships, and other business entities were taken away. Below are five years of PPRT for the City.

<table>
<thead>
<tr>
<th>FY Ended</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/2017*</td>
<td>$</td>
</tr>
<tr>
<td>12/31/2016</td>
<td>1,425,178</td>
</tr>
<tr>
<td>12/31/2015</td>
<td>1,358,443</td>
</tr>
<tr>
<td>12/31/2014</td>
<td>1,448,645</td>
</tr>
<tr>
<td>12/31/2013</td>
<td>1,422,673</td>
</tr>
</tbody>
</table>

*Unaudited
[Utility Taxes]

The City collects utility taxes on natural gas, electricity, and telephone charges. Utility taxes generated $___ million for the fiscal year ended December 31, 2017, based on unaudited results, compared to $6.7 million for the fiscal year ended December 31, 2016, and $7.1 million for the fiscal year ended December 31, 2015.

[Overview of Budget for Fiscal Years 2017 and 2018]

The total budget of the City for the fiscal year ending December 31, 2017 was $308.8 million. The General Fund portion of the total budget for fiscal year ending December 31, 2017 was $118.7 million. Based on unaudited results, the City ended the fiscal year ending December 31, 2017 [below/even/above] budget.

The total budget of the City for the fiscal year ending December 31, 2018 is $308.8 million. The General Fund portion of the total budget for fiscal year ending December 31, 2018 is $114.2 million.

Summary of Financial Information

The following summary of financial information is taken from audited financial statements of the City for fiscal years ended December 31, 2013 through December 31, 2016. This summary does not purport to be complete. Reference should be made to excerpts of the audited financial statements for fiscal year ended December 31, 2016 included as APPENDIX A of this Official Statement. Sikich LLP, Certified Public Accountants and Advisors, have neither reviewed nor approved this summary.

General Fund Balance Sheet

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Assets:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and Investments</td>
<td>$ 10,885,387</td>
<td>$ 5,070,897</td>
<td>$ 2,168,922</td>
<td>$ 6,324,402</td>
</tr>
<tr>
<td>Property Taxes Receivable</td>
<td>12,031,386</td>
<td>11,387,119</td>
<td>27,177,453</td>
<td>28,177,453</td>
</tr>
<tr>
<td>Due From Other Governments</td>
<td>7,247,146</td>
<td>6,876,727</td>
<td>8,567,535</td>
<td>7,066,670</td>
</tr>
<tr>
<td>Due From Other Funds</td>
<td>3,029,567</td>
<td>3,868,070</td>
<td>2,497,033</td>
<td>3,430,218</td>
</tr>
<tr>
<td>All Other Assets</td>
<td>2,983,910</td>
<td>3,454,712</td>
<td>1,340,477</td>
<td>2,879,876</td>
</tr>
<tr>
<td>Total Assets</td>
<td>36,177,396</td>
<td>30,657,525</td>
<td>41,751,421</td>
<td>47,878,619</td>
</tr>
<tr>
<td>Liabilities:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vouchers Payable</td>
<td>1,760,323</td>
<td>2,245,334</td>
<td>2,187,056</td>
<td>3,042,151</td>
</tr>
<tr>
<td>Accrued Payroll</td>
<td>2,317,172</td>
<td>293,472</td>
<td>600,834</td>
<td>839,121</td>
</tr>
<tr>
<td>Compensated Absences Payable</td>
<td>207,027</td>
<td>302,311</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Due To Other Funds/Governments</td>
<td>4,546,512</td>
<td>2,882,454</td>
<td>--</td>
<td>3,368,372</td>
</tr>
<tr>
<td>All Other Liabilities</td>
<td>506,188</td>
<td>420,885</td>
<td>1,042,031</td>
<td>783,589</td>
</tr>
<tr>
<td>Total Liabilities</td>
<td>9,337,222</td>
<td>6,144,456</td>
<td>3,829,921</td>
<td>8,033,233</td>
</tr>
<tr>
<td>Deferred Revenue</td>
<td>10,477,223</td>
<td>9,530,103</td>
<td>27,216,664</td>
<td>28,177,453</td>
</tr>
<tr>
<td>Fund Balances:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nonspendable</td>
<td>--</td>
<td>--</td>
<td>118,433</td>
<td>--</td>
</tr>
<tr>
<td>Restricted</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Committed</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Assigned</td>
<td>6,361,490</td>
<td>5,347,110</td>
<td>5,671,992</td>
<td>5,045,638</td>
</tr>
<tr>
<td>Unassigned</td>
<td>10,001,461</td>
<td>9,635,856</td>
<td>4,914,411</td>
<td>6,622,295</td>
</tr>
<tr>
<td>Total Fund Balance</td>
<td>16,362,951</td>
<td>14,982,966</td>
<td>10,704,836</td>
<td>11,667,933</td>
</tr>
<tr>
<td>Total Liabilities, Deferred Inflows and Fund Balance</td>
<td>$36,177,396</td>
<td>$30,657,525</td>
<td>$41,751,421</td>
<td>$47,878,619</td>
</tr>
</tbody>
</table>

Sources: City of Evanston, Illinois; CAFR for fiscal year ended 12/31/2013 through 12/31/2016.
### General Fund

#### Statement of Fund Operations

**Fiscal Years Ended**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td>$38,709,390</td>
<td>$38,222,153</td>
<td>$52,628,569</td>
<td>$54,336,773</td>
</tr>
<tr>
<td>Licenses and Permits</td>
<td>10,617,414</td>
<td>14,503,168</td>
<td>12,184,303</td>
<td>17,933,413</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>18,382,644</td>
<td>17,964,980</td>
<td>18,998,689</td>
<td>18,445,108</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>7,722,937</td>
<td>7,792,469</td>
<td>8,224,155</td>
<td>8,694,803</td>
</tr>
<tr>
<td>Fines and Forfeits</td>
<td>3,448,523</td>
<td>3,357,965</td>
<td>3,554,188</td>
<td>3,611,901</td>
</tr>
<tr>
<td>Investment Income</td>
<td>26,907</td>
<td>13,037</td>
<td>6,573</td>
<td>30,285</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>1,418,949</td>
<td>1,138,650</td>
<td>950,964</td>
<td>1,338,381</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>80,326,764</td>
<td>82,992,422</td>
<td>96,547,441</td>
<td>104,390,664</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Management and Support</td>
<td>14,147,518</td>
<td>11,642,286</td>
<td>11,753,081</td>
<td>15,929,441</td>
</tr>
<tr>
<td>Public Safety</td>
<td>40,650,660</td>
<td>43,013,173</td>
<td>58,461,316</td>
<td>60,939,168</td>
</tr>
<tr>
<td>Public Works</td>
<td>8,797,497</td>
<td>17,398,563</td>
<td>16,866,953</td>
<td>13,240,692</td>
</tr>
<tr>
<td>Health &amp; Human Resource Dev.</td>
<td>3,601,469</td>
<td>3,836,705</td>
<td>3,140,999</td>
<td>3,021,327</td>
</tr>
<tr>
<td>Recreation &amp; Cultural Opportunities</td>
<td>14,744,293</td>
<td>10,486,537</td>
<td>11,079,855</td>
<td>11,893,837</td>
</tr>
<tr>
<td>Housing &amp; Economic Dev.</td>
<td>2,536,209</td>
<td>2,627,187</td>
<td>2,359,753</td>
<td>2,455,754</td>
</tr>
<tr>
<td>Debt Service - Principal</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Debt Service - Interest</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>84,477,646</td>
<td>89,004,451</td>
<td>103,661,957</td>
<td>107,480,219</td>
</tr>
</tbody>
</table>

| Transfers In | 6,826,313 | 7,233,511 | 7,769,334 | 8,099,626 |
| Transfers Out | (3,345,967) | (2,601,467) | (3,169,989) | (4,046,974) |

| Fund Balance, Beginning of Year | 17,033,487 | 16,362,951 | 14,982,966 | 10,704,836 |
| Prior period adjustment | -- | -- | (1,762,959) | -- |
| **Fund Balance, End of Year** | $16,362,951 | $14,982,966 | $10,704,836 | $11,667,933 |

Sources: City of Evanston, Illinois; CAFR for fiscal year ended 12/31/2013 through 12/31/2016.

**Insurance Coverage**

The City maintains commercial all-risk property insurance with regard to City facilities, subject to a deductible of $75,000 per occurrence. The City maintains general liability insurance for claims in excess of $2.0 million per occurrence.

*(The remainder of this page has been left blank intentionally.)*
**GENERAL OBLIGATION BONDED INDEBTEDNESS**

**Outstanding General Obligation Debt**

The below table provides the City’s outstanding general obligation debt issues as of the issuance of the Bonds and the Refunding of the Refunded Obligations.

<table>
<thead>
<tr>
<th>Date of Issue</th>
<th>Type of Obligation</th>
<th>Amount Issued</th>
<th>Final Maturity</th>
<th>Interest Rates</th>
<th>Principal Outstanding</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/07/2008</td>
<td>Ref. Bonds, Series 2008A*</td>
<td>3,800,000</td>
<td>12/01/2021</td>
<td>3.75% - 5.00%</td>
<td>$315,000</td>
</tr>
<tr>
<td>05/07/2008</td>
<td>Ref. Bonds, Series 2008B</td>
<td>27,755,000</td>
<td>12/01/2018</td>
<td>3.75% - 5.00%</td>
<td>1,645,000</td>
</tr>
<tr>
<td>05/07/2008</td>
<td>Bonds, Series 2008C*</td>
<td>12,395,000</td>
<td>12/01/2028</td>
<td>3.75% - 5.00%</td>
<td>570,000</td>
</tr>
<tr>
<td>08/15/2010</td>
<td>Bonds, Series 2010A</td>
<td>6,500,000</td>
<td>12/01/2029</td>
<td>2.00% - 3.625%</td>
<td>4,720,000</td>
</tr>
<tr>
<td>08/15/2010</td>
<td>Taxable Bonds, Series 2010B</td>
<td>8,000,000</td>
<td>12/01/2019</td>
<td>2.50% - 3.30%</td>
<td>2,190,000</td>
</tr>
<tr>
<td>08/01/2011</td>
<td>Bonds, Series 2011A</td>
<td>19,240,000</td>
<td>12/01/2031</td>
<td>2.00% - 4.50%</td>
<td>13,050,000</td>
</tr>
<tr>
<td>07/26/2012</td>
<td>Bonds, Series 2012</td>
<td>15,720,000</td>
<td>12/01/2032</td>
<td>3.00% - 3.25%</td>
<td>10,220,000</td>
</tr>
<tr>
<td>08/15/2013</td>
<td>Bonds, Series 2013A</td>
<td>12,565,000</td>
<td>12/01/2033</td>
<td>2.00% - 4.75%</td>
<td>10,885,000</td>
</tr>
<tr>
<td>11/20/2013</td>
<td>Ref. Bonds, Series 2013B</td>
<td>28,875,000</td>
<td>12/01/2025</td>
<td>2.00% - 3.00%</td>
<td>14,545,000</td>
</tr>
<tr>
<td>08/21/2014</td>
<td>Bonds, Series 2014</td>
<td>12,045,000</td>
<td>12/01/2034</td>
<td>1.25% - 5.00%</td>
<td>10,755,000</td>
</tr>
<tr>
<td>11/10/2015</td>
<td>Bonds, Series 2015A</td>
<td>13,095,000</td>
<td>12/01/2035</td>
<td>2.00% - 4.00%</td>
<td>12,170,000</td>
</tr>
<tr>
<td>11/10/2015</td>
<td>Ref. Bonds, Series 2015B</td>
<td>11,075,000</td>
<td>12/01/2022</td>
<td>2.00% - 3.00%</td>
<td>8,325,000</td>
</tr>
<tr>
<td>09/28/2016</td>
<td>Bonds, Series 2016A</td>
<td>13,715,000</td>
<td>12/01/2036</td>
<td>2.00% - 4.00%</td>
<td>13,235,000</td>
</tr>
<tr>
<td>09/28/2016</td>
<td>Ref. Bonds, Series 2016B</td>
<td>7,635,000</td>
<td>12/01/2026</td>
<td>2.00% - 3.00%</td>
<td>6,980,000</td>
</tr>
<tr>
<td>10/16/2017</td>
<td>Bonds, Series 2017A</td>
<td>13,990,000</td>
<td>12/01/2037</td>
<td>3.00% - 4.00%</td>
<td>13,990,000</td>
</tr>
<tr>
<td>10/16/2017</td>
<td>Ref. Bonds, Series 2017B</td>
<td>9,225,000</td>
<td>12/01/2027</td>
<td>2.00% - 4.00%</td>
<td>9,225,000</td>
</tr>
<tr>
<td>10/16/2017</td>
<td>Taxable Bonds, Series 2017C</td>
<td>5,000,000</td>
<td>12/01/2035</td>
<td>2.05% - 4.00%</td>
<td>5,000,000</td>
</tr>
<tr>
<td><strong>Existing Total</strong></td>
<td></td>
<td><strong>20,270,000</strong></td>
<td></td>
<td></td>
<td><strong>20,270,000</strong></td>
</tr>
<tr>
<td><strong>Dated Date</strong></td>
<td>Bonds, Series 2018A**</td>
<td>15,285,000</td>
<td></td>
<td></td>
<td>15,285,000</td>
</tr>
<tr>
<td><strong>Dated Date</strong></td>
<td>Ref. Bonds, Series 2018C**</td>
<td>7,890,000</td>
<td></td>
<td></td>
<td>7,890,000</td>
</tr>
<tr>
<td><strong>Dated Date</strong></td>
<td>Taxable Bonds, Series 2018D**</td>
<td>3,595,000</td>
<td></td>
<td></td>
<td>3,595,000</td>
</tr>
<tr>
<td><strong>Total</strong>**</td>
<td></td>
<td><strong>$184,860,000</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Principal Outstanding reflects the scheduled December 1, 2018 payment.

**Preliminary, subject to change.

(The remainder of this page has been left blank intentionally.)
The below table provides the City’s outstanding general obligation debt service as of the issuance of the Bonds and the Refunding of the Refunded Obligations.

### Total General Obligation Debt Service

<table>
<thead>
<tr>
<th>Year Ending</th>
<th>Outstanding G.O. Debt*</th>
<th>The Bonds*</th>
<th>Total Debt Service*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Principal</td>
<td>Interest</td>
<td>Principal</td>
</tr>
<tr>
<td>12/31/2018</td>
<td>$14,970,000</td>
<td>$4,806,341</td>
<td>$ -</td>
</tr>
<tr>
<td>12/31/2019</td>
<td>10,755,000</td>
<td>4,045,155</td>
<td>555,000</td>
</tr>
<tr>
<td>12/31/2020</td>
<td>10,045,000</td>
<td>3,741,388</td>
<td>645,000</td>
</tr>
<tr>
<td>12/31/2021</td>
<td>10,345,000</td>
<td>3,454,385</td>
<td>1,070,000</td>
</tr>
<tr>
<td>12/31/2022</td>
<td>10,400,000</td>
<td>3,144,653</td>
<td>1,620,000</td>
</tr>
<tr>
<td>12/31/2023</td>
<td>8,965,000</td>
<td>2,806,502</td>
<td>1,690,000</td>
</tr>
<tr>
<td>12/31/2024</td>
<td>8,190,000</td>
<td>2,497,989</td>
<td>2,195,000</td>
</tr>
<tr>
<td>12/31/2025</td>
<td>8,425,000</td>
<td>2,215,234</td>
<td>2,300,000</td>
</tr>
<tr>
<td>12/31/2026</td>
<td>7,395,000</td>
<td>1,912,794</td>
<td>2,410,000</td>
</tr>
<tr>
<td>12/31/2027</td>
<td>6,610,000</td>
<td>1,639,109</td>
<td>2,530,000</td>
</tr>
<tr>
<td>12/31/2028</td>
<td>5,745,000</td>
<td>1,402,109</td>
<td>2,655,000</td>
</tr>
<tr>
<td>12/31/2029</td>
<td>5,960,000</td>
<td>1,206,589</td>
<td>1,815,000</td>
</tr>
<tr>
<td>12/31/2030</td>
<td>5,660,000</td>
<td>1,004,396</td>
<td>1,905,000</td>
</tr>
<tr>
<td>12/31/2031</td>
<td>5,860,000</td>
<td>809,802</td>
<td>2,000,000</td>
</tr>
<tr>
<td>12/31/2032</td>
<td>4,825,000</td>
<td>604,539</td>
<td>2,095,000</td>
</tr>
<tr>
<td>12/31/2033</td>
<td>4,400,000</td>
<td>443,683</td>
<td>2,200,000</td>
</tr>
<tr>
<td>12/31/2034</td>
<td>3,685,000</td>
<td>291,974</td>
<td>2,305,000</td>
</tr>
<tr>
<td>12/31/2035</td>
<td>2,965,000</td>
<td>174,866</td>
<td>2,420,000</td>
</tr>
<tr>
<td>12/31/2036</td>
<td>1,715,000</td>
<td>80,926</td>
<td>2,535,000</td>
</tr>
<tr>
<td>12/31/2037</td>
<td>905,000</td>
<td>29,413</td>
<td>2,665,000</td>
</tr>
<tr>
<td>12/31/2038</td>
<td>-</td>
<td>-</td>
<td>2,795,000</td>
</tr>
<tr>
<td>12/31/2039</td>
<td>-</td>
<td>-</td>
<td>1,200,000</td>
</tr>
<tr>
<td>12/31/2040</td>
<td>-</td>
<td>-</td>
<td>1,260,000</td>
</tr>
<tr>
<td>12/31/2041</td>
<td>-</td>
<td>-</td>
<td>1,325,000</td>
</tr>
<tr>
<td>12/31/2042</td>
<td>-</td>
<td>-</td>
<td>1,390,000</td>
</tr>
<tr>
<td>12/31/2043</td>
<td>-</td>
<td>-</td>
<td>1,460,000</td>
</tr>
<tr>
<td>Total</td>
<td>$137,820,000</td>
<td>$36,311,847</td>
<td>$47,040,000</td>
</tr>
</tbody>
</table>

*Preliminary, subject to change.

(The remainder of this page has been left blank intentionally.)
A portion of the debt service on the City’s outstanding general obligation bonds is expected to be paid from sources other than general property taxes levied throughout the City. These sources include incremental taxes in TIF districts, special service area taxes, and revenues from various enterprise funds including sewer services fees (the “Other Debt Service Sources”). The City’s total general obligation debt service schedule and portion expected to be paid from Other Debt Service Sources is presented in the table below; no assurance is given that such Other Debt Service Sources will be available or will be so applied.

<table>
<thead>
<tr>
<th>Year Ending</th>
<th>Outstanding G.O. Debt*</th>
<th>Expected to be Paid From Other Debt Service Sources</th>
<th>Net Debt Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Principal</td>
<td>Interest</td>
<td>Principal</td>
</tr>
<tr>
<td>12/31/2018</td>
<td>$ 14,970,000</td>
<td>$ 5,537,641</td>
<td></td>
</tr>
<tr>
<td>12/31/2019</td>
<td>11,310,000</td>
<td>6,354,522</td>
<td></td>
</tr>
<tr>
<td>12/31/2020</td>
<td>10,690,000</td>
<td>6,023,005</td>
<td></td>
</tr>
<tr>
<td>12/31/2021</td>
<td>11,415,000</td>
<td>5,703,752</td>
<td></td>
</tr>
<tr>
<td>12/31/2022</td>
<td>12,020,000</td>
<td>5,340,520</td>
<td></td>
</tr>
<tr>
<td>12/31/2023</td>
<td>10,655,000</td>
<td>4,924,771</td>
<td></td>
</tr>
<tr>
<td>12/31/2024</td>
<td>10,385,000</td>
<td>4,534,977</td>
<td></td>
</tr>
<tr>
<td>12/31/2025</td>
<td>10,725,000</td>
<td>4,145,096</td>
<td></td>
</tr>
<tr>
<td>12/31/2026</td>
<td>9,805,000</td>
<td>3,730,282</td>
<td></td>
</tr>
<tr>
<td>12/31/2027</td>
<td>9,140,000</td>
<td>3,338,722</td>
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</tr>
<tr>
<td>12/31/2028</td>
<td>8,400,000</td>
<td>2,977,742</td>
<td></td>
</tr>
<tr>
<td>12/31/2029</td>
<td>7,775,000</td>
<td>2,651,942</td>
<td></td>
</tr>
<tr>
<td>12/31/2030</td>
<td>7,565,000</td>
<td>2,361,242</td>
<td></td>
</tr>
<tr>
<td>12/31/2031</td>
<td>7,860,000</td>
<td>2,073,550</td>
<td></td>
</tr>
<tr>
<td>12/31/2032</td>
<td>6,920,000</td>
<td>1,770,387</td>
<td></td>
</tr>
<tr>
<td>12/31/2033</td>
<td>6,600,000</td>
<td>1,506,871</td>
<td></td>
</tr>
<tr>
<td>12/31/2034</td>
<td>5,990,000</td>
<td>1,247,232</td>
<td></td>
</tr>
<tr>
<td>12/31/2035</td>
<td>5,385,000</td>
<td>1,017,298</td>
<td></td>
</tr>
<tr>
<td>12/31/2036</td>
<td>4,250,000</td>
<td>804,784</td>
<td></td>
</tr>
<tr>
<td>12/31/2037</td>
<td>3,570,000</td>
<td>628,994</td>
<td></td>
</tr>
<tr>
<td>12/31/2038</td>
<td>2,795,000</td>
<td>468,896</td>
<td></td>
</tr>
<tr>
<td>12/31/2039</td>
<td>1,200,000</td>
<td>331,750</td>
<td></td>
</tr>
<tr>
<td>12/31/2040</td>
<td>1,260,000</td>
<td>271,750</td>
<td></td>
</tr>
<tr>
<td>12/31/2041</td>
<td>1,325,000</td>
<td>208,750</td>
<td></td>
</tr>
<tr>
<td>12/31/2042</td>
<td>1,390,000</td>
<td>142,500</td>
<td></td>
</tr>
<tr>
<td>12/31/2043</td>
<td>1,460,000</td>
<td>73,000</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$184,860,000</td>
<td>$68,169,974</td>
<td></td>
</tr>
</tbody>
</table>

(1) As of the Dated Date.
*Preliminary, subject to change.

(The remainder of this page has been left blank intentionally.)
Overlapping General Obligation Bonded Debt  
(As of June 8, 2018)

<table>
<thead>
<tr>
<th>Taxing Body</th>
<th>Total Outstanding Debt</th>
<th>Percent</th>
<th>Amount Allocable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cook County</td>
<td>$3,085,186,750</td>
<td>1.86%</td>
<td>$57,384,474</td>
</tr>
<tr>
<td>Cook County Forest Preserve District(1)</td>
<td>101,200,000</td>
<td>1.86%</td>
<td>1,882,320</td>
</tr>
<tr>
<td>Metropolitan Water Reclamation District(2)</td>
<td>2,542,465,186</td>
<td>1.90%</td>
<td>48,306,839</td>
</tr>
<tr>
<td>Skokie Park District(3)</td>
<td>2,634,000</td>
<td>0.63%</td>
<td>16,594</td>
</tr>
<tr>
<td>Community Consolidated School District No. 65</td>
<td>74,830,826</td>
<td>90.20%</td>
<td>67,497,405</td>
</tr>
<tr>
<td>Township High School District No. 202</td>
<td>28,685,000</td>
<td>90.20%</td>
<td>25,873,870</td>
</tr>
<tr>
<td>Community College District No. 535</td>
<td>34,150,000</td>
<td>11.98%</td>
<td>4,091,170</td>
</tr>
<tr>
<td><strong>Total Overlapping General Obligation Bonded Debt</strong></td>
<td><strong>$205,052,671</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1)Does not include $48,810,000 alternate revenue source bonds.  
(2)Does not include $98,145,000 alternate revenue source bonds.  
(3)Does not include $20,430,470 alternate revenue source bonds.  
Source: Cook County Tax Extension and EMMA.

Debt Ratios

<table>
<thead>
<tr>
<th>Metric</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>True Value (2016)</td>
<td>$8,011,235,307</td>
</tr>
<tr>
<td>EAV (2016)(1)</td>
<td>2,670,411,769</td>
</tr>
<tr>
<td>Population (U.S. Census Bureau July 1, 2017 population estimate)</td>
<td>74,756</td>
</tr>
<tr>
<td>Direct Debt (Property Tax Supported)</td>
<td>$[ ]</td>
</tr>
<tr>
<td>Direct Debt (Supported by Other Sources)</td>
<td>[ ]</td>
</tr>
<tr>
<td><strong>Total Direct Debt</strong></td>
<td><strong>$184,860,000</strong></td>
</tr>
<tr>
<td>Self-imposed Debt Limit</td>
<td>$150,000,000</td>
</tr>
<tr>
<td><strong>Total Overlapping Debt</strong></td>
<td><strong>$205,052,671</strong></td>
</tr>
<tr>
<td><strong>Total Direct and Overlapping Debt</strong></td>
<td><strong>$389,912,671</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Debt Ratio</th>
<th>All General Obligation Debt</th>
<th>General Obligation Debt (Less Self Supporting Debt)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Debt Per True Value*</td>
<td>2.31%</td>
<td>[ ]%</td>
</tr>
<tr>
<td>Direct Debt Per EAV*</td>
<td>6.92%</td>
<td>[ ]%</td>
</tr>
<tr>
<td>Direct Debt Per Capita*</td>
<td>$2,473</td>
<td>$[ ]</td>
</tr>
<tr>
<td>Direct and Overlapping Debt Per True Value*</td>
<td>4.87%</td>
<td>[ ]%</td>
</tr>
<tr>
<td>Direct and Overlapping Debt Per EAV*</td>
<td>14.60%</td>
<td>[ ]%</td>
</tr>
<tr>
<td>Direct and Overlapping Debt Per Capita*</td>
<td>$5,216</td>
<td>$[ ]</td>
</tr>
</tbody>
</table>

*Preliminary, subject to change.  
(1)Does not include TIF incremental value.
[General Obligation Debt Trends]

<table>
<thead>
<tr>
<th>Year</th>
<th>Governmental Ending Activities</th>
<th>Business-Type Ending Activities</th>
<th>Library Component Unit</th>
<th>Total General Obligation</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/2017</td>
<td>$112,107,778</td>
<td>$29,902,079</td>
<td>$1,970,143</td>
<td>$143,980,000</td>
</tr>
<tr>
<td>12/31/2016</td>
<td>$114,683,721</td>
<td>$30,957,894</td>
<td>$1,643,381</td>
<td>$147,284,996</td>
</tr>
<tr>
<td>12/31/2015</td>
<td>$116,836,839</td>
<td>$29,787,840</td>
<td>$2,125,321</td>
<td>$148,750,000</td>
</tr>
<tr>
<td>12/31/2014</td>
<td>$117,531,511</td>
<td>$30,411,358</td>
<td>--</td>
<td>$150,710,000</td>
</tr>
<tr>
<td>12/31/2013</td>
<td>$120,938,742</td>
<td>$33,221,258</td>
<td>$2,767,131</td>
<td>$153,900,000</td>
</tr>
<tr>
<td>12/31/2012</td>
<td>$122,579,206</td>
<td>$35,115,794</td>
<td>--</td>
<td>$156,695,000</td>
</tr>
<tr>
<td>2/28/2011</td>
<td>$117,322,439</td>
<td>$36,212,561</td>
<td>--</td>
<td>$153,535,000</td>
</tr>
<tr>
<td>2/28/2010</td>
<td>$111,233,880</td>
<td>$40,236,120</td>
<td>--</td>
<td>$151,470,000</td>
</tr>
<tr>
<td>2/28/2009</td>
<td>$118,126,135</td>
<td>$55,983,865</td>
<td>--</td>
<td>$174,110,000</td>
</tr>
<tr>
<td>2/29/2008</td>
<td>$118,005,000</td>
<td>$66,530,000</td>
<td>--</td>
<td>$184,535,000</td>
</tr>
<tr>
<td>2/28/2007</td>
<td>$120,215,000</td>
<td>$76,825,000</td>
<td>--</td>
<td>$190,815,000</td>
</tr>
</tbody>
</table>

Future Financings

The City does not plan on issuing additional debt during this calendar year. In 2019, the City anticipates issuing an additional $18.75 million in bonds to finance the Robert Crown Project.

REAL PROPERTY TAXATION

As a home rule municipality, the City has the ability to levy real property taxes on the taxable property in the City without limitation as to rate or amount. The City levies real property taxes for general government purposes, pension contributions, and general obligation debt service. Real property taxes are applied to taxable property based on its assessed value (less various exemptions), as equalized among counties by the Department of Revenue. This is referred to as the equalized assessed valuation or “EAV.” See “Real Property Assessment, Tax Levy, and Collections Procedures.”

Taxable property is reassessed every three years. The most recent reassessment period was tax year 2016. The following table shows the City’s EAV in recent years. The taxes collected in 2017 were payable with respect to the EAV for tax year 2016. The EAV of property for tax year 2016 was approximately $2.7 billion which does not include approximately $158.9 million of EAV included in TIF districts (see “Tax Increment Financing” herein).

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Equalized Assessed Valuation</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>$2,670,411,769</td>
</tr>
<tr>
<td>2015</td>
<td>$2,196,021,525</td>
</tr>
<tr>
<td>2014</td>
<td>$2,244,569,975</td>
</tr>
<tr>
<td>2013</td>
<td>$2,201,697,038</td>
</tr>
<tr>
<td>2012</td>
<td>$2,514,621,552</td>
</tr>
<tr>
<td>2011</td>
<td>$2,727,367,573</td>
</tr>
<tr>
<td>2010</td>
<td>$3,041,884,087</td>
</tr>
<tr>
<td>2009</td>
<td>$3,305,989,369</td>
</tr>
<tr>
<td>2008</td>
<td>$2,938,397,892</td>
</tr>
<tr>
<td>2007</td>
<td>$2,772,340,028</td>
</tr>
</tbody>
</table>

(1)TIF Incremental value not included.
Source: Cook County Clerk’s Office

Property owned by not-for-profit colleges, universities, and hospitals is not subject to real property taxation. Northwestern University, the City’s largest employer, does not pay property taxes on educational properties. The University does pay its share of water and sewer charges, utilities taxes, permit fees, and other charges for services.
Equalized Assessed Valuation by Classification of Property\(^{(1)}\)

<table>
<thead>
<tr>
<th>Classification</th>
<th>2013</th>
<th>Percent</th>
<th>2014</th>
<th>Percent</th>
<th>2015</th>
<th>Percent</th>
<th>2016</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$1,653,524,481</td>
<td>75.10%</td>
<td>$1,792,383,435</td>
<td>79.85%</td>
<td>$1,751,252,888</td>
<td>79.75%</td>
<td>$2,151,672,082</td>
<td>80.57%</td>
</tr>
<tr>
<td>Farm</td>
<td>15,956</td>
<td>0.00%</td>
<td>15,467</td>
<td>0.00%</td>
<td>15,467</td>
<td>0.00%</td>
<td>15,467</td>
<td>0.00%</td>
</tr>
<tr>
<td>Commercial</td>
<td>452,108,891</td>
<td>20.53%</td>
<td>416,165,953</td>
<td>18.54%</td>
<td>410,670,248</td>
<td>18.70%</td>
<td>483,830,858</td>
<td>18.12%</td>
</tr>
<tr>
<td>Industrial</td>
<td>94,820,879</td>
<td>4.31%</td>
<td>34,726,327</td>
<td>1.55%</td>
<td>32,549,681</td>
<td>1.48%</td>
<td>33,333,491</td>
<td>1.25%</td>
</tr>
<tr>
<td>Railroad</td>
<td>1,226,831</td>
<td>0.06%</td>
<td>1,278,793</td>
<td>0.06%</td>
<td>1,533,241</td>
<td>0.07%</td>
<td>1,559,871</td>
<td>0.06%</td>
</tr>
<tr>
<td><strong>Total EAV</strong></td>
<td><strong>$2,201,697,038</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$2,244,569,975</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$2,196,021,525</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$2,670,411,769</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

\(^{(1)}\) Does not include TIF incremental value. See “Tax Incremental Financing” below. The City’s TIF incremental value for 2016 was $158,901,401.

Note: Percentages may not add to 100% because of rounding.

Source: Cook County Clerk’s Office

**Tax Increment Financing**

Under Illinois law, municipalities may designate particular areas as redevelopment project areas and may provide for tax increment financing for redevelopment project costs in those TIF districts. In a TIF district, collections of real property taxes levied by all taxing bodies, to the extent attributed to increases in the EAV of the TIF district over its EAV when the TIF district was so designated, are deposited in a special tax allocation fund of the municipality and are available for use by the municipality to pay qualified redevelopment costs with respect to the TIF district. Qualified redevelopment costs include, among other items, costs of construction of public works or improvements, costs of rehabilitation of public or private buildings, and costs of land acquisition. Amounts in the special tax allocation fund for a TIF district also may be used to pay debt service on bonds issued by the municipality for qualified redevelopment costs of that district (“TIF Bonds”). To the extent that the tax collections in respect of a TIF district are deposited in the special tax allocation fund and used for qualified redevelopment costs or related debt service, they are not available for other governmental purposes, including paying unrelated general obligation bonds of the municipality.

As of tax year 2016 the City has designated six TIF districts. The total incremental EAV of these districts for this tax year totaled $158,901,401. The EAV for these districts at the time the districts were so designated (the base or “frozen” value) was $91,489,225.

Equalized Assessed Valuation of Tax Increment Financing Districts

<table>
<thead>
<tr>
<th>Classification</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frozen Value</td>
<td>$88,042,066</td>
<td>$100,935,488</td>
<td>$99,927,882</td>
<td>$99,927,882</td>
<td>$91,489,225</td>
</tr>
<tr>
<td>Incremental</td>
<td>76,867,019</td>
<td>73,305,912</td>
<td>67,584,148</td>
<td>64,362,312</td>
<td>68,721,151</td>
</tr>
<tr>
<td><strong>Total EAV</strong>(^{(1)})</td>
<td>157,864,225</td>
<td>162,748,327</td>
<td>157,025,794</td>
<td>154,808,491</td>
<td>158,901,401</td>
</tr>
</tbody>
</table>

\(^{(1)}\) The Total EAV of the TIF districts located in the City may not equal the sum of the Frozen Value and the Incremental EAV where the current EAV of certain TIF districts is less than the Frozen Value.

Source: Cook County Clerk’s Office

TIF Bonds may, in some cases, also be general obligations of the municipality. In that case general obligation bonds, in addition to their other claims for payment, may have a claim for payment from the amounts on deposit in the special tax allocation fund for that TIF district.

**Special Service Areas**

Under Illinois law, municipalities may establish special service areas and may levy real property taxes with respect to taxable real property within the special service area to pay costs of special municipal services for the area or to pay debt service on bonds of the municipality issued to provide those special services.

The City has established a number of special service areas for the upgrade of streets and sidewalks in its central business district. Taxes levied and collected with respect to special service areas are not shown as general revenues of the City.
City Property Taxes

The following table shows the collection history for real property taxes levied by the City.

### Tax Extensions and Collections

<table>
<thead>
<tr>
<th>Year</th>
<th>Levy</th>
<th>Year</th>
<th>Extended</th>
<th>Collection</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>2017</td>
<td>$47,538,529</td>
<td>$46,723,572</td>
<td>98.29%</td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td>2016</td>
<td>46,394,914</td>
<td>44,974,845</td>
<td>96.94%</td>
<td></td>
</tr>
<tr>
<td>2014</td>
<td>2015</td>
<td>45,557,079</td>
<td>44,280,493</td>
<td>97.20%</td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td>2014</td>
<td>43,869,798</td>
<td>42,762,685</td>
<td>97.48%</td>
<td></td>
</tr>
<tr>
<td>2012</td>
<td>2013</td>
<td>43,330,121</td>
<td>41,776,375</td>
<td>96.41%</td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>2012</td>
<td>43,397,590</td>
<td>42,064,756</td>
<td>96.93%</td>
<td></td>
</tr>
<tr>
<td>2010</td>
<td>2011</td>
<td>41,479,398</td>
<td>39,412,004</td>
<td>95.02%</td>
<td></td>
</tr>
<tr>
<td>2009</td>
<td>2010</td>
<td>39,779,364</td>
<td>38,018,159</td>
<td>95.57%</td>
<td></td>
</tr>
<tr>
<td>2008</td>
<td>2009</td>
<td>38,044,671</td>
<td>36,246,629</td>
<td>95.27%</td>
<td></td>
</tr>
<tr>
<td>2007</td>
<td>2008</td>
<td>35,550,694</td>
<td>34,061,461</td>
<td>95.81%</td>
<td></td>
</tr>
</tbody>
</table>

The following table shows the ten largest real property taxpayers in the City.

### Ten Largest Real Property Taxpayers

<table>
<thead>
<tr>
<th>Taxpayer</th>
<th>Type of Business</th>
<th>2016 Equalized Assessed Values</th>
<th>Percentage of Total City EAV</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orrington TT LLC Golub</td>
<td>Commercial buildings and public parking garage</td>
<td>$26,079,776</td>
<td>0.95%</td>
</tr>
<tr>
<td>Rotary International</td>
<td>Non-profit organization</td>
<td>25,117,589</td>
<td>0.92%</td>
</tr>
<tr>
<td>McCaffery Interests</td>
<td>Commercial buildings</td>
<td>22,279,503</td>
<td>0.81%</td>
</tr>
<tr>
<td>FSP 909 Davis Street</td>
<td>Commercial buildings</td>
<td>18,740,303</td>
<td>0.68%</td>
</tr>
<tr>
<td>MB Sherman</td>
<td>Commercial buildings</td>
<td>16,617,333</td>
<td>0.61%</td>
</tr>
<tr>
<td>Northshore University Health</td>
<td>Commercial, healthcare</td>
<td>15,127,946</td>
<td>0.55%</td>
</tr>
<tr>
<td>1890 Maple LLC</td>
<td>Apartments</td>
<td>14,716,958</td>
<td>0.54%</td>
</tr>
<tr>
<td>Omni Orrington Hotel</td>
<td>Hotel</td>
<td>13,851,298</td>
<td>0.51%</td>
</tr>
<tr>
<td>FDS 1007 Evanston LLC</td>
<td>Commercial</td>
<td>13,727,884</td>
<td>0.50%</td>
</tr>
<tr>
<td>TIAA PK Evanston Inc.</td>
<td>Apartment building, super market, retail store</td>
<td>13,058,329</td>
<td>0.48%</td>
</tr>
<tr>
<td>Top Ten Total</td>
<td></td>
<td>$179,011,757</td>
<td>6.55%</td>
</tr>
</tbody>
</table>

City Total 2016 EAV, including TIF incremental value. $2,739,132,920

Source: Cook County Clerk’s Office.

(The remainder of this page has been left blank intentionally.)
Property tax rates for City purposes, as well as rates for governmental bodies that substantially overlap the City are shown below.

### Historic City Tax Rates

(Per $100 EAV)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate</td>
<td>$0.3887</td>
<td>$0.4351</td>
<td>$0.3939</td>
<td>$0.3896</td>
<td>$0.2954</td>
</tr>
<tr>
<td>Bond &amp; Interest</td>
<td>0.4788</td>
<td>0.5468</td>
<td>0.5298</td>
<td>0.4990</td>
<td>0.4234</td>
</tr>
<tr>
<td>Police Pension</td>
<td>0.3274</td>
<td>0.3740</td>
<td>0.3810</td>
<td>0.4208</td>
<td>0.3788</td>
</tr>
<tr>
<td>Fire Pension</td>
<td>0.2460</td>
<td>0.2809</td>
<td>0.2756</td>
<td>0.3286</td>
<td>0.3007</td>
</tr>
<tr>
<td>IMRF</td>
<td>0.1097</td>
<td>0.1225</td>
<td>0.1238</td>
<td>0.1238</td>
<td>0.1018</td>
</tr>
<tr>
<td>General Assistance</td>
<td>--</td>
<td>--</td>
<td>0.0613</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$1.551</td>
<td>$1.759</td>
<td>$1.765</td>
<td>$1.762</td>
<td>$1.501</td>
</tr>
</tbody>
</table>

### Tax Rates for Overlapping Taxing Agencies

(Taxes Billed in 2016 – Per $1,000 EAV)

<table>
<thead>
<tr>
<th>Taxing Agency</th>
<th>2016 Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Evanston</td>
<td>$1.501</td>
</tr>
<tr>
<td>Cook County</td>
<td>0.533</td>
</tr>
<tr>
<td>Cook County Forest Preserve District</td>
<td>0.063</td>
</tr>
<tr>
<td>Consolidated Elections</td>
<td>--</td>
</tr>
<tr>
<td>City of Evanston Library Fund</td>
<td>0.241</td>
</tr>
<tr>
<td>General Assistance</td>
<td>0.035</td>
</tr>
<tr>
<td>Elementary School District No. 65</td>
<td>3.676</td>
</tr>
<tr>
<td>Evanston Township High School District No. 202</td>
<td>2.332</td>
</tr>
<tr>
<td>Oakton Community College District No. 535</td>
<td>0.231</td>
</tr>
<tr>
<td>Metropolitan Water Reclamation District</td>
<td>0.406</td>
</tr>
<tr>
<td>North Shore Mosquito Abatement District</td>
<td>0.010</td>
</tr>
<tr>
<td>Total - property not in park or special purpose district</td>
<td>$9.028</td>
</tr>
</tbody>
</table>

Source: Cook County Clerk’s Office

### Real Property Assessment, Tax Levy, and Collection Procedures

The following is a summary of general real property assessment, tax levy, and collection procedures in the County.

**Real Property Assessment.** The County Assessor (the “Assessor”) is responsible for the assessment of all taxable real property within the County, including such property located within the boundaries of the City, except for certain railroad property, pollution control facilities, and low sulfur dioxide emission coal-fueled devices, which are assessed directly by the Department of Revenue. For triennial reassessment purposes, Cook County is divided into three districts: west and south suburbs (the “South Tri”), north and northwest suburbs (the “North Tri”), and the City of Chicago (the “City Tri”). The City is located in the North Tri and was reassessed for the 2016 tax levy year.

In response to the downturn of the real estate market, the Assessor reduced the 2009 assessed value on suburban residential properties (specifically, those properties located in the South Tri and the North Tri) not originally scheduled for reassessment in 2009. For tax year 2009, each suburban township received an adjustment percentage for tax year 2009, lowering the existing assessed values of all residential properties in such township within a range of 4% to 15%, beginning with the second-installment tax bills payable in the fall of 2010.

Real property in the County is separated into classes for assessment purposes. After the Assessor establishes the fair market value of a parcel of property, that value is multiplied by the appropriate classification percentage to arrive at the assessed valuation.
(the “Assessed Valuation”) for the parcel. Such classification percentages range from 10% for certain residential, commercial and industrial property to 25% for other industrial and commercial property.

Property is classified for assessment into six basic categories, each of which is assessed (beginning with the 2009 tax levy year) at various percentages of fair market value as follows: Class 1 - unimproved real estate (10%); Class 2 - residential (10%); Class 3 - rental-residential (16% in tax year 2009, 13% in tax year 2010, and 10% in tax year 2011 and subsequent years); Class 4 - not-for-profit (25%); Class 5a - commercial (25%); and Class 5b - industrial (25%). In addition, property may be temporarily classified into one of eight additional assessment classification categories. Upon expiration of such classification, property so classified will revert to one of the basic six assessment classifications described above.

The Assessor has established procedures enabling taxpayers to contest their proposed Assessed Valuations. Once the Assessor certifies its final Assessed Valuations, a taxpayer can seek review of its assessment by appealing to the Cook County Board of Review (the “Board of Review”), which consists of three commissioners elected by the voters of the County. The Board of Review has the power to adjust the Assessed Valuations set by the Assessor.

Owners of residential property having six or fewer units are able to appeal decisions of the Board of Review to the Illinois Property Tax Appeal Board (the “PTAB”), a statewide administrative body. The PTAB has the power to determine the Assessed Valuation of real property based on equity and the weight of the evidence. Taxpayers may appeal the decision of PTAB to either the Circuit Court of Cook County (the “Circuit Court”) or the Illinois Appellate Court under the Illinois Administrative Review Law.

As an alternative to seeking review of Assessed Valuations by PTAB, taxpayers who have first exhausted their remedies before the Board of Review may file an objection in the Circuit Court. The procedure under this alternative is similar to the judicial review procedure described in the immediately preceding paragraph, however, the standard of proof differs. In addition, in cases where the Assessor agrees that an assessment error has been made after tax bills have been issued, the Assessor can correct any factual error, and thus reduce the amount of taxes due, by issuing a Certificate of Error. Certificates of Error are not issued in cases where the only issue is the opinion of the valuation of the property.

*Equalization.* After the Assessor has established the Assessed Valuation for each parcel for a given year, and following any revisions by the Board of Review or PTAB, the Department of Revenue is required by statute to review the Assessed Valuations. The Department of Revenue establishes an equalization factor (the “Equalization Factor”), commonly called the “multiplier,” for each county to make all valuations uniform among the 102 counties in the State. Under State law, the aggregate of the assessments within each county is equalized at 33-1/3% of the estimated fair cash value of real property located within the county prior to any applicable exemptions. One multiplier is applied to all property in the County, regardless of its assessment category, except for certain farmland property and wind energy assessable property, which are not subject to equalization.

Once the Equalization Factor is established, the Assessed Valuation, as revised by the Board of Review or PTAB, is multiplied by the Equalization Factor to determine the EAV of that parcel. The EAV for each parcel is the final property valuation used for determination of tax liability. The aggregate EAV for all parcels in any taxing body’s jurisdiction, plus the valuation of property assessed directly by the Department of Revenue, constitute the total real estate tax base for the taxing body, which is used to calculate tax rates (the “Assessment Base”).

*Exemptions.* The Illinois Property Tax Code, as amended (the “Property Tax Code”), currently provides for a variety of different homestead exemptions (“Homestead Exemptions”). Homestead Exemptions reduce the property tax burden of the recipient while increasing the tax burden for all other taxpayers in the taxing district.

The General (Residential) Homestead Exemption reduces the taxable assessed value of an individual's primary residence by an amount equal to the increase in EAV over the 1977 EAV. The maximum assessment deduction for counties with 3,000,000 or more inhabitants is $7,000 for taxable years 2012 through 2016 and $10,000 for taxable years 2017 and thereafter. This exemption may be granted on a pro-rated basis for newly constructed homes based upon the number of days in the tax year the home was occupied by the taxpayer.

The Disabled Persons' Homestead Exemption is an additional exemption available to certain disabled individuals who meet State-mandated guidelines. The exemption reduces the taxable assessed value by an additional $2,000.

The Long-Time Occupant Homestead Exemption limits the increase in EAV of a taxpayer’s homestead property to 10% per year if such taxpayer has owned the property for at least ten years as of January 1 of the assessment year (or five years if purchased with certain government assistance) and has a household income of $100,000 or less (“Qualified Homestead Property”). If the
taxpayer’s annual income is $75,000 or less, the EAV of the Qualified Homestead Property may increase by no more than 7% per year. There is no exemption limit for Qualified Homestead Properties.

The Homestead Improvement Exemption applies to residential properties that have been improved or rebuilt in the 2 years following a catastrophic event, as defined in the Property Tax Code. The exemption is limited to the fair cash value up to an annual maximum of $75,000 for up to four years (or $25,000 in assessed value, which is 33-1/3% of fair cash value), to the extent the assessed value deduction is attributable solely to such improvements or rebuilding.

There are two additional exemptions for senior citizens. The Senior Citizens Homestead exemption operates annually to reduce the EAV on a senior citizen’s home. The maximum reduction for counties with 3,000,000 or more inhabitants is $5,000 for taxable years 2013 through 2016 and $8,000 for taxable years 2017 and thereafter. Furthermore, property that is first occupied as a residence after January 1 of any assessment year by a person who is eligible for the Senior Citizens Homestead Exemption must be granted a pro-rata exemption for the assessment year based on the number of days during the assessment year that the property is occupied as a residence by a person eligible for the exemption.

A Senior Citizens Assessment Freeze Homestead Exemption freezes property tax assessments for homeowners who are 65 and older and receive an annual income not in excess of $55,000 through taxable year 2016 and $65,000 for taxable year 2017 and thereafter. In general, this exemption limits the annual real property tax bill of such property by granting to qualifying senior citizens an exemption as to a portion of the valuation of their property. The exempt amount is the difference between (i) the current EAV of their residence and (ii) the base amount, which is the EAV of a senior citizen's residence for the year prior to the year in which he or she first qualifies and applies for this exemption, plus the EAV of improvements since such year. Beginning in taxable year 2017, the amount of the exemption is equal to the greater of the amount calculated as described in the previous sentence (as more completely set forth in the Property Tax Code) or $2,000.

Beginning January 1, 2015, purchasers of certain single family homes and residences of one to six units located in certain targeted areas (as defined in the applicable section of the Property Tax Code) can apply for the Community Stabilization Assessment Freeze Pilot Program. To be eligible the purchaser must meet certain requirements for rehabilitating the property, including expenditures of at least $5 per square foot, adjusted by CPI. Upon meeting the requirements, the assessed value of the improvements is reduced by (a) 90% in the first seven years, (b) 65% in the eighth year, and (c) 35% in the ninth year. The benefit ceases in the tenth year. The program will be phased out by June 30, 2029.

The Natural Disaster Homestead Exemption (the “Natural Disaster Exemption”) applies to homestead properties containing a residential structure that has been rebuilt following a natural disaster, as defined in the Property Tax Code, occurring in taxable year 2012 or any taxable year thereafter. The Natural Disaster Exemption is equal to the EAV of the residence in the first taxable year for which the taxpayer applies for the exemption minus the base amount. To be eligible for the Natural Disaster Exemption, the residential structure must be rebuilt within two years after the date of the natural disaster, and the square footage of the rebuilt residential structure may not be more than 110% of the square footage of the original residential structure as it existed immediately prior to the natural disaster. The Natural Disaster Exemption remains at a constant amount until the taxable year in which the property is sold or transferred.

Three exemptions are available to veterans of the United States armed forces. The Veterans with Disabilities Exemption for Specially-Adapted Housing exempts up to $100,000 of the Assessed Valuation of property owned and used exclusively by veterans with a disability, their spouses or unmarried surviving spouses. Qualification for this exemption requires the veteran’s disability to be of such nature that the federal government has authorized payment for purchase of specially adapted housing under the U.S. Code as certified by the Illinois Department of Veterans Affairs or for housing or adaptations donated by a charitable organization.

The Returning Veterans’ Homestead Exemption is available for property owned and occupied as the principal residence of a veteran in the assessment year, and the year following the assessment year, in which the veteran returns from an armed conflict while on active duty in the United States armed forces. This provision grants a one-time, two-year homestead exemption of $5,000.

The Standard Homestead Exemption for Veterans with Disabilities provides an annual homestead exemption to veterans with a service-connected disability based on the percentage of such disability. If the veteran has a (i) service-connected disability of 30% or more but less than 50%, the annual exemption is $2,500, (ii) service-connected disability of 50% or more but less than 70%, the annual exemption is $5,000, and (iii) service-connected disability of 70% or more, the property is exempt from taxation.

The Returning Veterans’ Homestead Exemption is available for property owned and occupied as the principal residence of a veteran in the assessment year, and the year following the assessment year, in which the veteran returns from an armed conflict while on active duty in the United States armed forces. This provision grants a one-time, two-year homestead exemption of $5,000.
Lastly, in addition to the Homestead Exemptions, certain property is exempt from taxation on the basis of ownership and/or use, such as public parks, not-for-profit schools and public schools, churches, and not-for-profit hospitals and public hospitals.

**Tax Levy.** As part of the annual budgetary process of governmental units (the “Units”) with power to levy taxes in the County, the designated body for each Unit annually adopts proceedings to levy real estate taxes. The administration and collection of real estate taxes is statutorily assigned to the County Clerk and the County Treasurer. After the Units file their annual tax levies, the County Clerk computes the annual tax rate for each Unit.

**Extensions.** The County Clerk then computes the total tax rate applicable to each parcel of real property by aggregating the tax rates of all of the Units having jurisdiction over the particular parcel. The County Clerk extends the tax by entering the tax (determined by multiplying the total tax rate by the EAV of that parcel for the current assessment year) in the books prepared for the County Collector (the “Warrant Books”) along with the tax rates, the Assessed Valuation and the EAV. The Warrant Books are the County Collector’s authority for the collection of taxes and are used by the County Collector as the basis for issuing tax bills to all property owners.

**Collections.** Property taxes are collected by the County Collector, who also serves as the County Treasurer, who remits to each Unit its share of the collections. Taxes levied in one year become payable during the following year in two installments, the first due on March 1 and the second on the later of August 1 or 30 days after the mailing of the tax bills. A payment due is deemed to be paid on time if the payment is postmarked on the due date. Beginning with the first installment payable in 2010, the first installment is equal to 55% of the prior year’s tax bill. However, if a Certificate of Error is approved by a court or certified on or before November 30 of the preceding year and before the estimated tax bills are prepared, then the first installment is instead based on the certain percentage of the corrected prior year’s tax bill. The second installment covers the balance of the current year’s tax bill, and is based on the then current tax year levy, Assessed Valuation, and Equalization Factor, and reflects any changes from the prior year in those factors. The following table sets forth the second installment penalty date for the last 10 tax levy years in Cook County; the first installment penalty date has been March 1 for all such years.

<table>
<thead>
<tr>
<th>Tax Levy Year</th>
<th>Second Installment Penalty Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007</td>
<td>November 3, 2008</td>
</tr>
<tr>
<td>2008</td>
<td>December 1, 2009</td>
</tr>
<tr>
<td>2009</td>
<td>December 13, 2010</td>
</tr>
<tr>
<td>2010</td>
<td>November 1, 2011</td>
</tr>
<tr>
<td>2011</td>
<td>August 1, 2012</td>
</tr>
<tr>
<td>2012</td>
<td>August 1, 2013</td>
</tr>
<tr>
<td>2013</td>
<td>August 1, 2014</td>
</tr>
<tr>
<td>2014</td>
<td>August 3, 2015</td>
</tr>
<tr>
<td>2015</td>
<td>August 1, 2016</td>
</tr>
<tr>
<td>2016</td>
<td>August 1, 2017</td>
</tr>
</tbody>
</table>

It is possible that the changes to the assessment appeals process described above will cause delays similar to those experienced in past years in preparation and mailing of the second installment in future years. The County may provide for tax bills to be payable in four installments instead of two. However, the County has not required payment of tax bills in four installments. During the periods of peak collections, tax receipts are forwarded to each Unit on a weekly basis. Upon receipt of taxes from the County Collector, the City promptly credits the taxes received to the funds for which they were levied.

At the end of each collection year, the County Collector presents the Warrant Books to the Circuit Court and applies for a judgment for all unpaid taxes. The court orders resulting from the application for judgment provides for an Annual Tax Sale (the “Annual Tax Sale”) of unpaid taxes shown on that year’s Warrant Books. A public sale is held, at which time successful tax buyers pay the unpaid taxes plus penalties. In each such public sale, the collector can use any “automated means.” Unpaid taxes accrue penalties at the rate of 1.5% per month from their due date until the date of sale. Taxpayers can redeem their property by paying the amount paid at the sale, plus a maximum of 12% for each six-month period after the sale. If no redemption is made within the applicable redemption period (ranging from six months to two and one-half years depending on the type and occupancy of the property) and the tax buyer files a petition in the Circuit Court, notifying the necessary parties in accordance with the applicable law, the tax buyer receives a deed to the property. In addition, there are miscellaneous statutory provisions for foreclosure of tax liens.

If there is no sale of the tax lien on a parcel of property at the Annual Tax Sale, the taxes are forfeited and the property becomes eligible to be purchased at any time thereafter at an amount equal to all delinquent taxes and interest accrued to the date of purchase. Redemption periods and procedures are the same as applicable to the Annual Tax Sale.
The Scavenger Sale (the “Scavenger Sale”), like the Annual Tax Sale, is a sale of unpaid taxes. The Scavenger Sale is held every two years on all property on which two or more years’ taxes are delinquent. The sale price of the unpaid taxes is the amount bid at such sale, which may be less than the amount of delinquent taxes. Redemption periods vary from six months to two and a half years depending upon the type and occupancy of the property.

Truth in Taxation Law. Legislation known as the Truth in Taxation Law (the “Law”) limits the aggregate amount of certain taxes which can be levied by, and extended for, a taxing district to 105% of the amount of taxes extended in the preceding year unless specified notice, hearing, and certification requirements are met by the taxing body. The express purpose of the Law is to require published disclosure of, and hearing upon, an intention to adopt a levy in excess of the specified levels.

PENSION AND RETIREMENT OBLIGATIONS

Illinois Municipal Retirement Fund

The City contributes to the Illinois Municipal Retirement Fund (“IMRF”), a defined benefit agent multiple-employer public employee retirement system that acts as a common investment and administrative agent for local governments and school districts in the State (other than those covered by the Police or Firefighters’ Pension Plan). The Illinois Pension Code establishes the benefit provisions of the plan that can only be amended by the Illinois General Assembly. IMRF issues a publicly available financial report that includes financial statements and supplementary information for the plan as a whole, but not by individual employer. That report may be obtained online at www.imrf.org or by writing to the Illinois Municipal Retirement Fund, 2211 York Road, Suite 500, Oak Brook, Illinois 60523.

Plan Administration. All employees hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members. The plan is accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required; benefits and refunds are recognized as an expense and liability when due and payable.

Benefits Provided. IMRF provides two tiers of pension benefits. Employees hired before January 1, 2011, are eligible for Tier 1 benefits. Tier 1 employees are vested for pension benefits when they have at least eight years of qualifying service credit. Tier 1 employees who retire at age 55 (at reduced benefits) or after age 60 (at full benefits) with eight years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings, for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any consecutive 48 months within the last 10 years of service, divided by 48.

Employees hired on or after January 1, 2011, are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after ten years of service. Participating members who retire at age 62 (reduced benefits) or after age 67 (full benefits) with ten years of credited service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of their final rate of earnings, for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any 96 consecutive months within the last 10 years of service, divided by 96.

Plan Membership. At December 31, 2015, IMRF membership consisted of the following:

- Inactive employees or their beneficiaries currently receiving benefits: 651
- Inactive employees entitled to but not yet receiving benefits: 389
- Active employees: 512
- Total: 1,552

The IMRF data included in the table above included membership of both the City and the Library.

Contributions. Employees participating in IMRF are required to contribute 4.50% of their annual covered salary to IMRF. The member rate is established by State statute. The City is required to contribute the remaining amounts necessary to fund IMRF as specified by statute. The employer contribution rate for the calendar year ended December 31, 2015 was 10.66% of covered payroll.

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(1) Source: City of Evanston, Illinois; CAFR for fiscal year ended 12/31/2016.
**Actuarial Assumptions.** The City’s net pension liability was measured as of December 31, 2015 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation performed as of the same date using the following actuarial methods and assumptions:

<table>
<thead>
<tr>
<th>Actuarial Valuation Date</th>
<th>12/31/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actuarial Cost Method</td>
<td>Entry-age Normal</td>
</tr>
<tr>
<td>Asset Valuation Method</td>
<td>Market Value</td>
</tr>
<tr>
<td>Inflation Rate</td>
<td>2.75%</td>
</tr>
<tr>
<td>Salary Increases</td>
<td>3.75% - 14.50%</td>
</tr>
<tr>
<td>Investment Rate of Return</td>
<td>7.50%</td>
</tr>
<tr>
<td>Cost of Living Adjustments</td>
<td>3.00%</td>
</tr>
</tbody>
</table>

For nondisabled retirees, an IMRF specific mortality table was used with fully generational projection scale MP-2014 (base year 2014). IMRF specific rates were developed from the RP-2014 Blue Collar Health Annuitant Mortality Table with adjustments to match current IMRF experience. For disabled retirees, an IMRF specific mortality table was used with fully generational projection scale MP-2014 (base year 2014). IMRF specific rates were developed from the RP-2014 Disabled Retirees Mortality Table applying the same adjustment that were applied for nondisabled lives. For active members, an IMRF specific mortality table was used with fully generational projection scale MP-2014 (base year 2014). IMRF specific rates were developed from the RP-2014 Employee Mortality Table with adjustments to match current IMRF experience. Changes in assumptions related to retirement age and mortality were made since the prior measurement date.

**Discount Rate.** The discount rate used to measure the total pension liability was 7.49%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that the City contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the City’s fiduciary net position was projected not to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments of 7.50% was blended with the index rate of 3.57% for tax exempt general obligation municipal bonds rated “AA” or better at December 31, 2015 to arrive at a discount rate of 7.49% used to determine the total pension liability.

**Discount Rate Sensitivity.** The following is a sensitivity analysis of the net pension liability (asset) to changes in the discount rate. The table below presents the net pension liability (asset) of the City calculated using the discount rate of 7.49% as well as what the City’s net pension liability (asset) would be if it were calculated using a discount rate that is 1 percentage point lower (6.49%) or 1 percentage point higher (8.59%) than the current rate:

<table>
<thead>
<tr>
<th>Current Discount Rate</th>
<th>1% Decrease (6.49%)</th>
<th>(7.49%)</th>
<th>1% Increase (8.59%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>$44,213,500</td>
<td>$17,681,357</td>
<td>$(4,178,950)</td>
</tr>
<tr>
<td>Library</td>
<td>3,865,556</td>
<td>1,546,083</td>
<td>(365,363)</td>
</tr>
<tr>
<td>Total</td>
<td>$48,079,056</td>
<td>$19,227,440</td>
<td>$(4,544,313)</td>
</tr>
</tbody>
</table>

(The remainder of this page has been left blank intentionally.)
Schedule of Changes in Net Pension Liability and Related Ratios.

Total Pension Liability – Calendar Year Ending December 31, 2015

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Cost</td>
<td>$3,910,996</td>
</tr>
<tr>
<td>Interest</td>
<td>16,235,086</td>
</tr>
<tr>
<td>Changes in Benefit Terms</td>
<td>-</td>
</tr>
<tr>
<td>Difference Between Expected and Actual Experience</td>
<td>1,465,442</td>
</tr>
<tr>
<td>Changes of Assumptions</td>
<td>266,906</td>
</tr>
<tr>
<td>Benefit Payments, including Refunds of Employee Contributions</td>
<td>(11,928,345)</td>
</tr>
<tr>
<td>Net Change in Total Pension Liability</td>
<td>9,950,085</td>
</tr>
<tr>
<td>Total Pension Liability – Beginning of Year</td>
<td>220,476,485</td>
</tr>
<tr>
<td>Total Pension Liability – End of Year</td>
<td>$230,426,570</td>
</tr>
</tbody>
</table>

Plan Fiduciary Net Position – Calendar Year Ending December 31, 2015

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contributions – Employer</td>
<td>$4,018,268</td>
</tr>
<tr>
<td>Contributions – Employee</td>
<td>1,767,523</td>
</tr>
<tr>
<td>Net investment income</td>
<td>1,062,353</td>
</tr>
<tr>
<td>Benefit payments, including Refunds of Member Contributions</td>
<td>(11,928,345)</td>
</tr>
<tr>
<td>Administrative Expense</td>
<td>737,427</td>
</tr>
<tr>
<td>Net Change in Plan Fiduciary Net Position</td>
<td>(4,342,774)</td>
</tr>
<tr>
<td>Plan Fiduciary Net Position – Beginning</td>
<td>215,541,904</td>
</tr>
<tr>
<td>Plan Fiduciary Net Position – Ending</td>
<td>$211,199,130</td>
</tr>
<tr>
<td>Employer Net Pension Liability</td>
<td>$19,227,440</td>
</tr>
<tr>
<td>Plan Fiduciary Net Position as a % of Total Pension Liability</td>
<td>91.66%</td>
</tr>
<tr>
<td>Covered-Employee Payroll</td>
<td>37,703,487</td>
</tr>
<tr>
<td>City’s Net Pension Liability as a % of Covered-Employee Payroll</td>
<td>51.00%</td>
</tr>
</tbody>
</table>

Schedule of Employer Contributions.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Actuarially Determined Contribution</th>
<th>Actual Contribution</th>
<th>Contribution Deficiency (Excess)</th>
<th>% Contributed</th>
<th>Covered Employee Payroll</th>
<th>Contribution as a % of Covered Employee Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>$3,882,629</td>
<td>$3,963,856</td>
<td>$(81,227)</td>
<td>102.1%</td>
<td>$37,477,116</td>
<td>10.6%</td>
</tr>
<tr>
<td>2015</td>
<td>3,977,718</td>
<td>4,018,268</td>
<td>(40,550)</td>
<td>101.0%</td>
<td>37,703,487</td>
<td>10.7%</td>
</tr>
</tbody>
</table>

Police and Firefighters’ Pension Plans

Plan Administration. The Police Pension Plan and Firefighters’ Pension Plan are contributory, defined benefit public employee retirement plans administered by the City and a Board of Trustees for each fund. All sworn City police officers and firefighters are participants in the plans. The plans do not issue stand-alone financial reports and they are not included in the report of a public employee retirement system or another entity. The City accounts for the Police Pension and Firefighters’ Pension Plans as pension trust funds.

The plans are governed by a five-member pension board. Two members appointed by the City's Council, one elected by retired pension members, and two elected by active members, constitute the pension board.

The Police and Firefighters’ Pension Plans are accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized on an expense and liability when due and payable.
For employer contributions, the City’s budget policy is to fund pension plans at the funding level recommended annually by the actuary. The General Fund is used to liquidate the net pension liability.

Benefits Provided. As provided for by State statute, the Police and Firefighters’ Pension Funds provide retirement benefits as well as death and disability benefits to employees grouped into two tiers. Tier 1 is for employees hired prior to January 1, 2011 and Tier 2 is for employees hired after that date. The following is a summary of the Police and Firefighters’ Pension Funds as provided for by State statute.

Police Pension Plan

Tier 1 - Covered employees attaining the age of 50 or more with 20 or more years of creditable service are entitled to receive an annual retirement benefit of one half of the salary attached to the rank on the last day of service, or for one year prior to the last day, whichever is greater. The pension shall be increased by 2.5% of such salary for each additional year of service over 20 years up to 30 years to a maximum of 75% of such salary. Employees with at least 8 years but less than 20 years of credited service may retire at or after age 60 and receive a reduced retirement benefit. The monthly pension of a police officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and paid upon reaching at least age 55, by 3% of the original pension and 3% compounded annually thereafter.

Tier 2 - Covered employees attaining the age of 55 or more with 10 or more years of creditable service are entitled to receive a monthly pension of 2.5% of the final average salary for each year of creditable service. The salary is initially capped at $106,800 but increases annually thereafter and is limited to 75% of final average salary. Employees with 10 or more years of creditable service may retire at or after age 50 and receive a reduced retirement benefit. The monthly pension of a police officer shall be increased annually on the January 1 occurring either on or after the attainment of age 60 or the first anniversary of the pension start date, whichever is later. Each annual increase shall be calculated at 3% or one-half the annual unadjusted percentage increase in the consumer price index (“CPI”), whichever is less.

Firefighters’ Pension Plan

Tier 1 - Covered employees attaining the age of 50 or more with 20 or more years of creditable service are entitled to receive a monthly retirement benefit of one-half of the monthly salary attached to the rank held in the fire service at the date of retirement. The monthly pension shall be increased by one-twelfth of 2.5% of such monthly salary for each additional month over 20 years of service through 30 years of service to a maximum of 75% of such monthly salary. Employees with at least 10 years but less than 20 years of credited service may retire at or after age 60 and receive a reduced retirement benefit. The monthly pension of a firefighter who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and paid upon reaching at least the age 55, by 3% of the original pension and 3% compounded annually thereafter.

Tier 2 - Covered employees attaining the age of 55 or more with 10 or more years of creditable service are entitled to receive a monthly pension of 2.5% of the final average salary for each year of creditable service. The salary is initially capped at $106,800 but increases annually thereafter and is limited to 75% of final average salary. Employees with 10 or more years of creditable service may retire at or after age 50 and receive a reduced retirement benefit. The monthly pension of a firefighter shall be increased annually on the January 1 occurring either on or after the attainment of age 60 or the first anniversary of the pension start date, whichever is later. Each annual increase shall be calculated at 3% or one-half the annual unadjusted percentage increase in the CPI, whichever is less.

Plan Membership. At January 1, 2016, plan membership consisted of the following:

<table>
<thead>
<tr>
<th></th>
<th>Police</th>
<th>Firefighters’</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inactive plan members or their beneficiaries currently receiving benefits</td>
<td>179</td>
<td>142</td>
</tr>
<tr>
<td>Inactive plan members entitled to but not yet receiving benefits</td>
<td>16</td>
<td>4</td>
</tr>
<tr>
<td>Active plan members</td>
<td>158</td>
<td>105</td>
</tr>
<tr>
<td>Total</td>
<td>353</td>
<td>251</td>
</tr>
</tbody>
</table>

Contributions. Covered employees are required to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The City is required to contribute the remaining amounts necessary to finance the plans as actuarially determined by an enrolled actuary. Effective January 1, 2011, the City’s contributions must accumulate to the point where the past service cost for the Police Pension Plan is 90% funded by the year 2040. For the year ended December 31, 2016, the City’s contribution was 54.08% of covered payroll.
Participants contribute a fixed percentage of their base salary to the Firefighters’ Pension Plan. At December 31, 2016, the contribution percentage was 9.455%. If a participant leaves covered employment with less than 20 years of service, accumulated participant contributions may be refunded without accumulated interest. The City is required to contribute the remaining amounts necessary to finance the plan as actuarially determined by an enrolled actuary. Effective January 1, 2011, the City’s contributions must accumulate to the point where the past service cost for the Firefighters’ Pension Plan is 90% funded by the year 2040. For the year ended December 31, 2016, the City’s contribution was 70.13% of covered payroll.

**Actuarial Assumptions.** The City’s total pension liability was determined by an actuarial valuation performed using the following actuarial methods and assumptions:

<table>
<thead>
<tr>
<th>Actuarial Valuation Date</th>
<th>Actuarial Cost Method</th>
<th>Asset Valuation Method</th>
<th>Inflation Rate</th>
<th>Salary Increases</th>
<th>Investment Rate of Return</th>
<th>Cost of Living Adjustments</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/2016</td>
<td>Entry-age Normal</td>
<td>Market Value</td>
<td>2.75%</td>
<td>7.69% - 3.62%</td>
<td>6.50%</td>
<td>3.00% - 1.25%</td>
</tr>
<tr>
<td>12/31/2016</td>
<td>Entry-age Normal</td>
<td>Market Value</td>
<td>2.50%</td>
<td>7.36% - 3.62%</td>
<td>6.50</td>
<td>3.00% - 1.25%</td>
</tr>
</tbody>
</table>

Mortality rates were based on the RP-2000 Combined Healthy Mortality table with a Blue Collar Adjustment; disabled mortality rate is based on RP-2000 Disabled Retiree Mortality table.

**Discount Rate.** The discount rate used to measure both the total police pension liability and the total firefighters' pension liability was 6.50%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that the City contribution will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, both the Police Pension Plan’s and the Firefighter’s Pension Plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members.

**Discount Rate Sensitivity.** The following is a sensitivity analysis of the net pension liability (asset) to changes in the discount rate. The table below presents the net pension liability (asset) of the City calculated using the discount rate of 6.50% as well as what the City’s net pension liability (asset) would be if it were calculated using a discount rate that is 1 percentage point lower (5.50%) or 1 percentage point higher (7.50%) than the current rate:

<table>
<thead>
<tr>
<th>Current Discount Rate</th>
<th>Police</th>
<th>Firefighters’</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1% Decrease (5.50%)</td>
<td>$142,019,936</td>
<td>$114,406,343</td>
<td>$256,426,249</td>
</tr>
<tr>
<td>(6.50%)</td>
<td>$112,304,807</td>
<td>$92,543,567</td>
<td>$204,848,374</td>
</tr>
<tr>
<td>1% Increase (7.50%)</td>
<td>$87,933,861</td>
<td>$74,593,645</td>
<td>$162,527,506</td>
</tr>
</tbody>
</table>

(The remainder of this page has been left blank intentionally.)
### Schedule of Changes in Net Pension Liability and Related Ratios.

<table>
<thead>
<tr>
<th>Service Cost</th>
<th>Calendar Year Ending December 31, 2016 (Police)</th>
<th>$3,679,212</th>
<th>(Firefighters')</th>
<th>$2,731,257</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td>13,192,680</td>
<td></td>
<td>9,922,911</td>
</tr>
<tr>
<td>Changes in Benefit Terms</td>
<td></td>
<td>-</td>
<td>(Police)</td>
<td>-</td>
</tr>
<tr>
<td>Difference Between Expected and Actual Experience</td>
<td></td>
<td>(3,214,201)</td>
<td></td>
<td>(3,239,221)</td>
</tr>
<tr>
<td>Changes of Assumptions</td>
<td></td>
<td>11,039,027</td>
<td></td>
<td>7,971,672</td>
</tr>
<tr>
<td>Benefit Payments, including Refunds of Employee Contributions</td>
<td></td>
<td>(10,970,916)</td>
<td></td>
<td>(8,343,940)</td>
</tr>
<tr>
<td>Net Change in Total Pension Liability</td>
<td></td>
<td>13,725,802</td>
<td></td>
<td>9,042,679</td>
</tr>
<tr>
<td>Total Pension Liability – Beginning of Year</td>
<td></td>
<td>204,770,550</td>
<td></td>
<td>154,100,886</td>
</tr>
<tr>
<td>Total Pension Liability – End of Year</td>
<td></td>
<td>$218,496,352</td>
<td></td>
<td>$163,143,565</td>
</tr>
<tr>
<td>Plan Fiduciary Net Position – Calendar Year Ending December 31, 2016</td>
<td></td>
<td>$9,450,824</td>
<td></td>
<td>$7,396,641</td>
</tr>
<tr>
<td>Contributions – Employer</td>
<td></td>
<td>1,731,740</td>
<td></td>
<td>997,198</td>
</tr>
<tr>
<td>Net investment income</td>
<td></td>
<td>7,544,856</td>
<td></td>
<td>3,894,765</td>
</tr>
<tr>
<td>Benefit payments, including Refunds of Member Contributions</td>
<td></td>
<td>(10,970,916)</td>
<td></td>
<td>(8,343,940)</td>
</tr>
<tr>
<td>Administrative Expense</td>
<td></td>
<td>(123,796)</td>
<td></td>
<td>(85,750)</td>
</tr>
<tr>
<td>Net Change in Plan Fiduciary Net Position</td>
<td></td>
<td>7,632,708</td>
<td></td>
<td>3,858,914</td>
</tr>
<tr>
<td>Plan Fiduciary Net Position – Beginning</td>
<td></td>
<td>98,558,837</td>
<td></td>
<td>66,741,084</td>
</tr>
<tr>
<td>Plan Fiduciary Net Position – Ending</td>
<td></td>
<td>$106,191,545</td>
<td></td>
<td>$70,599,998</td>
</tr>
<tr>
<td>Employer Net Pension Liability</td>
<td></td>
<td>$112,304,807</td>
<td></td>
<td>$92,543,567</td>
</tr>
<tr>
<td>Plan Fiduciary Net Position as a % of Total Pension Liability</td>
<td></td>
<td>48.60%</td>
<td></td>
<td>43.27%</td>
</tr>
<tr>
<td>Covered-Employee Payroll</td>
<td></td>
<td>$17,474,672</td>
<td></td>
<td>$10,546,779</td>
</tr>
<tr>
<td>City’s Net Pension Liability as a % of Covered-Employee Payroll</td>
<td></td>
<td>642.67%</td>
<td></td>
<td>877.46%</td>
</tr>
</tbody>
</table>

### Schedule of Employer Contributions.

#### Police Pension Plan

<table>
<thead>
<tr>
<th>Fiscal Year Ended December 31</th>
<th>Actuarially Determined Contribution</th>
<th>Actual Contribution</th>
<th>Contribution Deficiency (Excess)</th>
<th>% Contributed</th>
<th>Covered Employee Payroll</th>
<th>Contribution as a % of Covered Employee Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>$10,237,200</td>
<td>$9,450,824</td>
<td>$786,376</td>
<td>92.3%</td>
<td>$17,474,672</td>
<td>54.1%</td>
</tr>
<tr>
<td>2015</td>
<td>9,380,940</td>
<td>8,804,264</td>
<td>576,676</td>
<td>93.9%</td>
<td>14,921,328</td>
<td>59.0%</td>
</tr>
<tr>
<td>2014</td>
<td>8,257,475</td>
<td>8,746,427</td>
<td>(488,952)</td>
<td>105.9%</td>
<td>13,537,726</td>
<td>64.6%</td>
</tr>
</tbody>
</table>

#### Firefighters’ Pension Plan

<table>
<thead>
<tr>
<th>Fiscal Year Ended December 31</th>
<th>Actuarially Determined Contribution</th>
<th>Actual Contribution</th>
<th>Contribution Deficiency (Excess)</th>
<th>% Contributed</th>
<th>Covered Employee Payroll</th>
<th>Contribution as a % of Covered Employee Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>$8,148,709</td>
<td>$7,396,641</td>
<td>$752,068</td>
<td>90.8%</td>
<td>$10,546,779</td>
<td>70.1%</td>
</tr>
<tr>
<td>2015</td>
<td>7,350,865</td>
<td>6,385,244</td>
<td>965,621</td>
<td>86.9%</td>
<td>10,396,357</td>
<td>61.4%</td>
</tr>
<tr>
<td>2014</td>
<td>5,903,483</td>
<td>6,527,697</td>
<td>(624,214)</td>
<td>110.6%</td>
<td>9,520,925</td>
<td>68.6%</td>
</tr>
</tbody>
</table>
OTHER POSTEMPLOYMENT BENEFITS(1)

The City's and Library’s group health insurance plan provides coverage to active employees and retirees (or other qualified terminated employees) at blended premium rates. This results in an other postemployment benefit (“OPEB”) for the retirees, commonly referred to as an implicit rate subsidy. The group health insurance plan does not issue a publicly available financial report.

Contribution requirements are established through State laws. The City and Library implicitly contribute the difference between retiree’s contributions and unblended rates. Retirees pay 100% of the blended premiums to cover themselves and their covered dependents ranging from $493 for single coverage to $1,891 for family coverage. The City pays 100% of health care premiums for police officers and firefighters, their dependents, and their surviving spouses and dependent children if they were injured or killed in the line of duty during an emergency, ranging from $493 for single coverage to $1,891 for family coverage. For the year ended December 31, 2016, the City and Library's estimated contribution to the plan is $767,139. The City's and the Library's annual OPEB cost (expense) is calculated based on the annual required contribution of the employer (“ARC”), an amount actuarially determined in accordance with parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed 30 years.

Plan Membership. At December 31, 2016, membership consisted of the following:

<table>
<thead>
<tr>
<th>Membership Category</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retirees and beneficiaries currently receiving benefits</td>
<td>87</td>
</tr>
<tr>
<td>Terminated employees entitled to but not yet receiving benefits</td>
<td>-</td>
</tr>
<tr>
<td>Active employees</td>
<td>729</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>816</strong></td>
</tr>
</tbody>
</table>

The following table shows the components of the City’s annual OPEB cost for the year ended December 31, 2016, the estimated contributions to the plan, and changes in the City’s net OPEB obligation to the retiree health plan:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARC</td>
<td>$1,271,450</td>
</tr>
<tr>
<td>Interest on net OPEB obligation</td>
<td>103,940</td>
</tr>
<tr>
<td>Adjustment to Annual Required Contribution</td>
<td>(88,205)</td>
</tr>
<tr>
<td>Annual OPEB cost</td>
<td>1,287,185</td>
</tr>
<tr>
<td>Contributions made</td>
<td>(758,138)</td>
</tr>
<tr>
<td>Change in OPEB obligation</td>
<td>529,047</td>
</tr>
<tr>
<td>Net OPEB obligation at May 1, 2016</td>
<td>2,309,788</td>
</tr>
<tr>
<td>Net OPEB obligation at April 30, 2017</td>
<td>$2,838,835</td>
</tr>
</tbody>
</table>

Trend Information. The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for 2016 and two years prior were as follows:

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>Annual OPEB Cost</th>
<th>% of OPEB Contributed</th>
<th>Net OPEB Obligation</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/2016</td>
<td>$1,287,185</td>
<td>58.89%</td>
<td>$2,838,835</td>
</tr>
<tr>
<td>12/31/2015</td>
<td>1,086,641</td>
<td>92.27%</td>
<td>2,309,788</td>
</tr>
<tr>
<td>12/31/2014</td>
<td>1,085,542</td>
<td>85.12%</td>
<td>2,225,756</td>
</tr>
</tbody>
</table>

Funding Status. As of December 31, 2016, the City’s actuarial accrued liability for benefits was $14,506,212, all of which was unfunded. The covered payroll (annual payroll of active employees covered by the plan) was $59,573,207, and the percentage of the unfunded actuarial accrued liability to covered payroll was 24.35%.

In the actuarial valuation as of December 31, 2016, the entry-age normal cost method was used. The actuarial assumptions include a 4.5% discount rate and an annual health care cost trend rate of 8.5% initially, reduced by decrements to an ultimate rate of 4.5%. Both rates include a 2.5% price inflation assumption. The actuarial value of retiree health plan assets was determined using techniques that spread the effects of short-term volatility in the market value of investments over a three-year period. Retiree health

(1) Source: City of Evanston, Illinois; CAFR for fiscal year ended 12/31/2016.
plan’s unfunded actuarial accrued liability is being amortized as a level percentage of projected payroll on an open basis. The amortization period at December 31, 2016 was 30 years.

**TAX TREATMENT**

**Tax-Exempt Bonds**

Federal tax law contains a number of requirements and restrictions which apply to the Tax-Exempt Bonds, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The City and the 501(c)(3) Organizations have covenanted or will covenant to comply with all requirements that must be satisfied in order for the interest on the Series A Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Series A Bonds to become includible in gross income for federal income tax purposes retroactively to the date of issuance of the Series A Bonds. The City has covenanted to comply with all requirements that must be satisfied in order for the interest on the Series B Bonds and Series C Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Series B Bonds and Series C Bonds to become includible in gross income for federal income tax purposes retroactively to the date of issuance of the Series B Bonds and Series C Bonds.

Subject to compliance by the City and the 501(c)(3) Organizations with the above referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Series A Bonds is excludable from the gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations. Interest on the Series A Bonds is taken into account, however, in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. Subject to the City’s compliance with the above referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Series B Bonds and Series C Bonds is excludable from the gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, but interest on the Series B Bonds and Series C Bonds is taken into account, however, in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

In rendering its opinions, Bond Counsel will rely upon certifications of the City with respect to certain material facts within the City’s knowledge. Bond Counsel’s opinions represent its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result. The City has agreed to confirm that the 501(c)(3) Organizations are 501(c)(3) organizations and certain other matters prior to entering into use agreements with same.

The Code includes provisions for an alternative minimum tax (“AMT”) for corporations in addition to the regular corporate tax in certain cases. The AMT, if any, depends upon the corporation’s alternative minimum taxable income (“AMTI”), which is the corporation’s taxable income with certain adjustments. One of the adjustment items used in computing AMTI of a corporation (with certain exceptions) is an amount equal to 75% of the excess of such corporation’s “adjusted current earnings” over an amount equal to its AMTI (before such adjustment item and the alternative tax net operating loss deduction). “Adjusted current earnings” would include certain tax-exempt interest, including interest on the Tax-Exempt Bonds. The AMT for corporations is repealed for taxable years beginning after December 31, 2017.

Ownership of the Tax-Exempt Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax exempt obligations. Prospective purchasers of the Tax-Exempt Bonds should consult their tax advisors as to applicability of any such collateral consequences.

The issue price for original issue discount (as further discussed below) and market discount purposes (the “OID Issue Price”) for each maturity of the Tax-Exempt Bonds is the price at which a substantial amount of such maturity of the Tax-Exempt Bonds is first sold to the public (excluding bond houses and brokers and similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The OID Issue Price of a maturity of the Tax-Exempt Bonds may be different from the prices set forth, or the prices corresponding to the yields set forth, on the inside cover page hereof.

If the OID Issue Price of a maturity of the Tax-Exempt Bonds is less than the principal amount payable at maturity, the difference between the OID Issue Price of each such maturity, if any, of the Tax-Exempt Bonds (the “OID Bonds”) and the principal amount payable at maturity is original issue discount.
For an investor who purchases an OID Bond in the initial public offering at the OID Issue Price for such maturity and who holds such OID Bond to its stated maturity, subject to the condition that the City (and the 501(c)(3) Organizations, with respect to the Series A Bonds) comply with the covenants discussed above, (a) the full amount of original issue discount with respect to such OID Bond constitutes interest which is excludable from the gross income of the owner thereof for federal income tax purposes; (b) such owner will not realize taxable capital gain or market discount upon payment of such OID Bond at its stated maturity; (c) such original issue discount is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code, but is taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations under the Code, as described above; and (d) the accretion of original issue discount in each year may result in an alternative minimum tax liability for corporations or certain other collateral federal income tax consequences in each year even though a corresponding cash payment may not be received until a later year. Based upon the stated position of the Illinois Department of Revenue, under Illinois income tax law, accreted original issue discount on such OID Bonds is subject to taxation as it accretes, even though there may not be a corresponding cash payment until a later year. Owners of OID Bonds should consult their own tax advisors with respect to the state and local tax consequences of original issue discount on such OID Bonds.

Owners of Tax-Exempt Bonds who dispose of Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase Tax-Exempt Bonds in the public offering, but at a price different from the OID Issue Price or purchase Tax-Exempt Bonds subsequent to the initial public offering should consult their own tax advisors.

If a Tax-Exempt Bond is purchased at any time for a price that is less than the Tax-Exempt Bond’s stated redemption price at maturity or, in the case of an OID Bond, its OID Issue Price plus accreted original issue (the “Revised Issue Price”), the purchaser will be treated as having purchased a Tax-Exempt Bond with market discount subject to the market discount rules of the Code (unless a statutory de minimis rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Tax-Exempt Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser’s election, as it accrues. Such treatment would apply to any purchaser who purchases an OID Bond for a price that is less than its Revised Issue Price. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Tax-Exempt Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Tax-Exempt Bonds.

An investor may purchase a Tax-Exempt Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as “bond premium” and must be amortized by an investor on a constant yield basis over the remaining term of the Tax-Exempt Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax exempt bond. The amortized bond premium is treated as a reduction in the tax exempt interest received. As bond premium is amortized, it reduces the investor’s basis in the Tax-Exempt Bond. Investors who purchase a Tax-Exempt Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Tax-Exempt Bond’s basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Tax-Exempt Bond.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or affect the market value of the Tax-Exempt Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Tax-Exempt Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Service has an ongoing program of auditing tax exempt obligations to determine whether, in the view of the Service, interest on such tax exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Tax-Exempt Bonds. If an audit is commenced, under current procedures the Service may treat the City as a taxpayer and the Tax-Exempt Bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Tax-Exempt Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax exempt obligations, including the Tax-Exempt Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Tax-Exempt Bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Tax-Exempt Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.
Interest on the Tax-Exempt Bonds is not exempt from present State of Illinois income taxes. Ownership of the Tax-Exempt Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Tax-Exempt Bonds. Prospective purchasers of the Tax-Exempt Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

Series D Bonds

Interest on the Series D Bonds is includible in gross income of the owners thereof for federal income tax purposes. Ownership of the Series D Bonds may result in other federal income tax consequences to certain taxpayers. Holders of the Series D Bonds should consult their tax advisors with respect to the inclusion of interest on the Series D Bonds in gross income for federal income tax purposes and any collateral tax consequences.

Interest on the Series D Bonds is not exempt from present State of Illinois income taxes. Ownership of the Series D Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Series D Bonds. Prospective purchasers of the Series D Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

CONTINUING DISCLOSURE

The City will enter into a Continuing Disclosure Undertaking (the “Undertaking”) for the benefit of the beneficial owners of the Bonds to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board (the “MSRB”) pursuant to the requirements the Rule adopted by the Commission under the Exchange Act. The information to be provided on an annual basis, the events which will be noticed on an occurrence basis, and a summary of other terms of the Undertaking, including termination, amendment, and remedies, are set forth below under “THE UNDERTAKING” and APPENDIX C hereto.

[COMPLIANCE UNDER REVIEW]

A failure by the City to comply with the Undertaking will not constitute a default under the Bond Ordinance and beneficial owners of the Bonds are limited to the remedies described in the Undertaking. See “THE UNDERTAKING--Consequences of Failure of the City to Provide Information” herein. A failure by the City to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

Bond Counsel expresses no opinion as to whether the Undertaking complies with the requirements of Section (b)(5) of the Rule.

THE UNDERTAKING

The following is a brief summary of certain provisions of the Undertaking of the City and does not purport to be complete. The statements made under this caption are subject to the detailed provisions of the Undertaking, a copy of which is available upon request from the City.

Annual Financial Information Disclosure

The City covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements, if any (as described below), annually to the MSRB in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. The City is required to deliver such information by within 270 days after the last day of the City’s fiscal year (currently December 31), beginning with the fiscal year ending December 31, 2018. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, Audited Financial Statements will be submitted to EMMA within 30 days after availability to the City. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.
“Annual Financial Information” means the financial information and operating data of the type contained in the following headings and subheadings of the Official Statement:

- [All of the tables under the heading “FINANCES”;
- All of the tables under the heading “GENERAL OBLIGATION BONDED INDEBTEDNESS” (other than the table entitled “Total and Scheduled for Abatement General Obligation Debt Service”); and
- The following tables under the heading “REAL PROPERTY TAXATION”:  
  o “Historic Equalized Assessed Valuation”;  
  o “Equalized Assessed Valuation by Classification of Property”;  
  o “Tax Extensions and Collections”; and  
  o “Historic City Tax Rates.”]

“Audited Financial Statements” means audited financial statements of the City prepared in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States.

All or a portion of the Annual Financial Information or Audited Financial Statements may be included by reference to other documents which have been submitted to EMMA. If the information included by reference is contained in an official statement, the official statement must be available from EMMA. The City shall clearly identify each such item of information included by reference.

To the extent that the foregoing are included in or easily derived from the Audited Financial Statements, such information may not necessarily be restated separately under the Annual Financial Information.

**Reportable Events Disclosure**

The City covenants that it will disseminate in a timely manner, not in excess of ten business days after the occurrence of the Reportable Event (as defined below), Reportable Events disclosure to the MSRB in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission or the State at the time of delivery of such information. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents filed with EMMA, including financial statements and other externally prepared reports. The “Reportable Events” are:

- Principal and interest payment delinquencies
- Non-payment related defaults, if material
- Unscheduled draws on debt service reserves reflecting financial difficulties
- Unscheduled draws on credit enhancements reflecting financial difficulties
- Substitution of credit or liquidity providers, or their failure to perform
- Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax-exempt status of the security
- Modifications to the rights of security holders
- Bond calls, if material, and tender offers
- Defeasances
- Release, substitution or sale of property securing repayment of the securities, if material
- Rating changes
- Bankruptcy, insolvency, receivership or similar event of the City*
- The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement to any such actions, other than pursuant to its terms, if material
- Appointment of a successor or additional trustee or the change of name of a trustee, if material

* This Reportable Event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.
Consequences of Failure of the City to Provide Information

The City shall give notice in a timely manner to the MSRB of any failure to provide disclosure of Annual Financial Information and Audited Financial Statements when the same are due under the Undertaking.

In the event of a failure of the City to comply with any provision of the Undertaking, the beneficial owner of any Bond may seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Undertaking. A default under the Undertaking shall not be deemed a default under the Ordinance, and the sole remedy under the Undertaking in the event of any failure of the City to comply with the Undertaking shall be an action to compel performance.

Amendment; Waiver

Notwithstanding any other provision of the Undertaking, the City by ordinance authorizing such amendment or waiver, may amend the Undertaking, and any provision of the Undertaking may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a “no-action” letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the City, or type of business conducted; or

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the City (such as Bond Counsel).

In the event that the Commission or the MSRB or other regulatory authority approves or requires the Annual Financial Information, Audited Financial Statements, or notices of a Reportable Event to be filed with a central post office, governmental agency, or similar entity other than the MSRB or in lieu of the MSRB, the City shall, if required, make such dissemination to such central post office, governmental agency, or similar entity without the necessity of amending the Undertaking.

Termination of Undertaking

The Undertaking shall be terminated if the City shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Ordinance. The City shall give notice to the MSRB in a timely manner if this paragraph is applicable.

Additional Information

Nothing in the Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in the Undertaking or any other means of communication, or including any other information in any Annual Financial Information or Audited Financial Statements or notice of occurrence of an event, in addition to that which is specifically required by the Undertaking. If the City chooses to include any information from any document or notice of occurrence of an event in addition to that which is specifically required by the Undertaking, the City shall have no obligation under the Undertaking to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

Dissemination of Information; Dissemination Agent

When filings are required to be made with the MSRB in accordance with the Undertaking, such filings are required to be made through EMMA or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

BOND RATINGS

The Bonds are rated “___” by Moody’s Investors Service, Inc. and “___” by Fitch Ratings. Such ratings reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses: Moody’s Investors Service, 99 Church Street, New York, New York 10007; Fitch Ratings, 70 West Madison Street, Chicago, Illinois 60602. Generally, a rating agency bases its rating on the information and materials
furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. Such ratings are not to be construed as recommendations of the rating agencies to buy, sell, or hold the Bonds, and the ratings assigned by the rating agencies should be evaluated independently.

UNDERWRITING

Bids for the Bonds were received at a competitive public sale on ___, 2018.

____ has agreed, subject to the conditions of closing set forth in the notice of sale (the “Notice of Sale”) for the Series A Bonds, to purchase the Series A Bonds at a purchase price of $____ (consisting of the par amount of the Series A Bonds, plus net original issue premium of $____, less an underwriter's discount of $____), plus accrued interest, if any.

____ has agreed, subject to the conditions of closing set forth in the Series B Bonds Notice of Sale, to purchase the Series B Bonds at a purchase price of $____ (consisting of the par amount of the Series B Bonds, plus an original issue premium of $____, less an underwriter's discount of $____), plus accrued interest, if any.

____ has agreed, subject to the conditions of closing set forth in the Series C Bonds Notice of Sale, to purchase the Series C Bonds at a purchase price of $____ (consisting of the par amount of the Series C Bonds, plus an original issue premium of $____, less an underwriter's discount of $____), plus accrued interest, if any.

____ has agreed, subject to the conditions of closing set forth in the Series D Bonds Notice of Sale, to purchase the Series D Bonds at a purchase price of $____ (consisting of the par amount of the Series D Bonds, plus an original issue premium of $____, less an underwriter's discount of $____), plus accrued interest, if any.

The Bonds will be offered at the respective initial public offering prices which produce the yields shown on the inside cover page of this Official Statement. After the Bonds are released for sale to the public, the initial public offering prices and other selling terms may from time to time be varied by the underwriters.

[LITIGATION]

The City is subject from time to time to litigation in the ordinary course of its activities, including land use issues, employment, and traffic accidents, among other matters.

There is no controversy or litigation of any nature now pending or, to the knowledge of the City, threatened to restrain or enjoin the issuance, sale, execution or delivery of the Bonds or the levy and collection of taxes to pay the debt service on the Bonds; or questioning the proceedings or authority pursuant to which the Bonds are issued and taxes levied; or questioning or relating to the validity of the Bonds, or contesting the corporate existence of the City or the titles of its present officers to their respective offices.

FINANCIAL ADVISORS

The City has engaged PFM Financial Advisors LLC and Independent Public Advisors, LLC (the “Financial Advisors”) in connection with the City’s issuance and sale of the Bonds. Under the terms of their engagement, the Financial Advisors are not obligated to undertake any independent verification of or assume any responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. Both PFM Financial Advisors LLC and Independent Public Advisors, LLC are registered with the Commission and the MSRB as a municipal advisor.

LEGAL MATTERS

Certain legal matters incident to the authorization, issuance, and sale of the Bonds are subject to the approving legal opinion of Chapman and Cutler LLP, Chicago, Illinois, as Bond Counsel (“Bond Counsel”), which has been retained by, and acts as, Bond Counsel to the City. Bond Counsel has not been retained or consulted on disclosure matters and has not undertaken to review or verify the accuracy, completeness, or sufficiency of this Official Statement or other offering material relating to the Bonds and assumes no responsibility for the statements or information contained in or incorporated by reference in this Official Statement, except that in its capacity as Bond Counsel, Chapman and Cutler LLP has, at the request of the City, reviewed only those portions of this Official Statement involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates, or any other financial or economic information in connection therewith), and the description of the federal tax treatment of the interest on
the Bonds. This review was undertaken solely at the request and for the benefit of the City and did not include any obligation to establish or confirm factual matters set forth herein. Certain legal matters in conjunction with the issuance of the Bonds will be passed upon for the City by its Law Department. Ice Miller LLP, Chicago, Illinois will serve as Disclosure Counsel to the City.

**CLOSING CERTIFICATE**

The City will provide to the purchasers at the time of delivery of the Bonds, a certificate confirming to the purchaser that, to the best of their knowledge and belief, the Official Statement, together with any supplements to it, as of the date of sale and at the time of delivery of the Bonds, was true and correct in all material respects and did not at any time contain any untrue statement of a material fact or omit to state a material fact required to be stated, where necessary to make the statements, in light of the circumstances under which they were made, not misleading.

This Official Statement has been duly approved, executed and delivered by the City.

City of Evanston,
Cook County, Illinois

By:  /s/ ________________________________
     City Manager

By: /s/ ________________________________
     Mayor
APPENDIX A

AUDITED ANNUAL FINANCIAL REPORT OF THE CITY OF EVANSTON, IL
FOR THE YEAR ENDED DECEMBER 31, 2016

Selected Sections of The Comprehensive Annual Financial Report

The City’s Comprehensive Annual Financial Report for the year ended December 31, 2016, is available from EMMA and is hereby incorporated by reference.

The independent auditor has not been engaged to perform, and has not performed since the date of its report (a portion of which is included herein), any procedures on the financial statements addressed in the report nor on this Official Statement, nor has the independent auditor been asked to give consent to the inclusion of this appendix in this Official Statement.
APPENDIX B

PROPOSED FORMS OF BOND COUNSEL OPINIONS
PROPOSED FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF CHAPMAN AND CUTLER LLP]

[TO BE DATED CLOSING DATE]

We hereby certify that we have examined certified copy of the proceedings (the “Proceedings”) of the City Council of the City of Evanston, Cook County, Illinois (the “City”) passed preliminary to the issue by the City of its fully registered General Obligation Corporate Purpose Bonds, Series 2018A (the “Bonds”), to the amount of $________________, dated the date hereof, due serially on December 1 of the years and in the amounts and bearing interest as follows:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT ($)</th>
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the Bonds due on or after December 1, 20__, being subject to redemption prior to maturity at the option of the City as a whole or in part in any order of their maturity as determined by the City (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on December 1, 20__, or on any date thereafter, at the redemption price of par plus accrued interest to the redemption date, as provided in the Proceedings, and we are of the opinion that the Proceedings show lawful authority for said issue under the laws of the State of Illinois now in force.
We further certify that we have examined the form of bond prescribed for said issue and find the same in due form of law, and in our opinion said issue, to the amount named, is valid and legally binding upon the City and is payable from any funds of the City legally available for such purpose, and all taxable property in the City is subject to the levy of taxes to pay the same without limitation as to rate or amount, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors’ rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

It is our opinion that, subject to compliance by the City and certain 501(c)(3) organizations with certain covenants (the “Covenants”), under present law, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Internal Revenue Code of 1986, as amended, but is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. Failure to comply with certain of the Covenants could cause interest on the Bonds to be includible in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. Ownership of the Bonds may result in other federal tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Bonds.

We express no opinion herein as to the accuracy, adequacy or completeness of any information furnished to any person in connection with any offer or sale of the Bonds.

In rendering this opinion, we have relied upon certifications of the City with respect to certain material facts within the City’s knowledge. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.
We hereby certify that we have examined certified copy of the proceedings (the “Proceedings”) of the City Council of the City of Evanston, Cook County, Illinois (the “City”) passed preliminary to the issue by the City of its fully registered General Obligation Corporate Purpose Bonds, Series 2018B (the “Bonds”), to the amount of $_________________, dated the date hereof, due serially on December 1 of the years and in the amounts and bearing interest as follows:

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the Bonds due on or after December 1, 20__, being subject to redemption prior to maturity at the option of the City as a whole or in part in any order of their maturity as determined by the City (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on December 1, 20__, or on any date thereafter, at the redemption price of par plus accrued interest to the redemption date, as provided in the Proceedings, and we are of the opinion that the Proceedings show lawful authority for said issue under the laws of the State of Illinois now in force.

We further certify that we have examined the form of bond prescribed for said issue and find the same in due form of law, and in our opinion said issue, to the amount named, is valid and legally binding upon the City and is payable from any funds of the City legally available for such purpose, and all taxable property in the City is subject to the levy of taxes to pay the same without limitation as to rate or amount, except that the rights of the owners of the Bonds and the
enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors’ rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

It is our opinion that, subject to the City’s compliance with certain covenants, under present law, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Internal Revenue Code of 1986, as amended, but is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. Failure to comply with certain of such City covenants could cause interest on the Bonds to be includible in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. Ownership of the Bonds may result in other federal tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Bonds.

We express no opinion herein as to the accuracy, adequacy or completeness of any information furnished to any person in connection with any offer or sale of the Bonds.

In rendering this opinion, we have relied upon certifications of the City with respect to certain material facts within the City’s knowledge. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.
PROPOSED FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF CHAPMAN AND CUTLER LLP]

[TO BE DATED CLOSING DATE]

We hereby certify that we have examined certified copy of the proceedings (the “Proceedings”) of the City Council of the City of Evanston, Cook County, Illinois (the “City”) passed preliminary to the issue by the City of its fully registered General Obligation Refunding Bonds, Series 2018C (the “Bonds”), to the amount of $______________, dated the date hereof, due serially on December 1 of the years and in the amounts and bearing interest as follows:

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<th>YEAR</th>
<th>AMOUNT ($)</th>
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</table>

and we are of the opinion that the Proceedings show lawful authority for said issue under the laws of the State of Illinois now in force.

We further certify that we have examined the form of bond prescribed for said issue and find the same in due form of law, and in our opinion said issue, to the amount named, is valid and legally binding upon the City and is payable from any funds of the City legally available for such purpose, and all taxable property in the City is subject to the levy of taxes to pay the same without limitation as to rate or amount, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors’ rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

It is our opinion that, subject to the City’s compliance with certain covenants, under present law, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Internal Revenue Code of 1986, as amended, but is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. Failure to comply with certain of such City covenants could cause interest on the Bonds to be includible in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. Ownership of the Bonds
may result in other federal tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Bonds.

We express no opinion herein as to the accuracy, adequacy or completeness of any information furnished to any person in connection with any offer or sale of the Bonds.

In rendering this opinion, we have relied upon certifications of the City with respect to certain material facts within the City’s knowledge. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.
PROPOSED FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF CHAPMAN AND CUTLER LLP]

[TO BE DATED CLOSING DATE]

We hereby certify that we have examined certified copy of the proceedings (the “Proceedings”) of the City Council of the City of Evanston, Cook County, Illinois (the “City”) passed preliminary to the issue by the City of its fully registered Taxable General Obligation Corporate Purpose Bonds, Series 2018D (the “Bonds”), to the amount of $______________, dated the date hereof, due serially on December 1 of the years and in the amounts and bearing interest as follows:

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<th>YEAR</th>
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We further certify that we have examined the form of bond prescribed for said issue and find the same in due form of law, and in our opinion said issue, to the amount named, is valid and legally binding upon the City and is payable from any funds of the City legally available for such purpose, and all taxable property in the City is subject to the levy of taxes to pay the same without limitation as to rate or amount, except that the rights of the owners of the Bonds and the
enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors’ rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

It is our opinion that under present law, interest on the Bonds is includible in gross income of the owners thereof for federal income tax purposes. Ownership of the Bonds may result in other federal income tax consequences to certain taxpayers. Bondholders should consult their own tax advisors concerning tax consequences of ownership of the Bonds.

We express no opinion herein as to the accuracy, adequacy or completeness of any information furnished to any person in connection with any offer or sale of the Bonds.

In rendering this opinion, we have relied upon certifications of the City with respect to certain material facts within the City’s knowledge. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.
APPENDIX C

FORM OF CONTINUING DISCLOSURE UNDERTAKING
CONTINUING DISCLOSURE UNDERTAKING
FOR THE PURPOSE OF PROVIDING
CONTINUING DISCLOSURE INFORMATION
UNDER SECTION (B)(5) OF RULE 15C2-12

This Continuing Disclosure Undertaking (this “Agreement”) is executed and delivered by the City of Evanston, Cook County, Illinois (the “City”), in connection with the issuance of $_________________ General Obligation Corporate Purpose Bonds, Series 2018A, $_________________ General Obligation Corporate Purpose Bonds, Series 2018B, $_________________ General Obligation Refunding Bonds, Series 2018C, and $_________________ Taxable General Obligation Corporate Purpose Bonds, Series 2018D (collectively, the “Bonds”). The Bonds are being issued pursuant to an ordinance adopted by the City Council of the City on the 9th day of July, 2018 (as supplemented by the Bond Order authorized therein and executed in connection with the sale of the Bonds, the “Ordinance”).

In consideration of the issuance of the Bonds by the City and the purchase of such Bonds by the beneficial owners thereof, the City covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT. This Agreement is executed and delivered by the City as of the date set forth below, for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with the requirements of the Rule (as defined below). The City represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriters and that no other person is expected to become so committed at any time after issuance of the Bonds.

2. DEFINITIONS. The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

Annual Financial Information means information of the type contained under the following headings and subheadings of, and in the following appendices and exhibits to, the Official Statement:

[- All of the tables under the heading “FINANCES”;
- All of the tables under the heading “GENERAL OBLIGATION BONDED INDEBTEDNESS” (other than the table entitled “Total and Scheduled for Abatement General Obligation Debt Service”); and
- The following tables under the heading “REAL PROPERTY TAXATION”:
  - “Historic Equalized Assessed Valuation”;
  - “Equalized Assessed Valuation by Classification of Property”;
  - “Tax Extensions and Collections”; and
  - “Historic City Tax Rates.”]

Annual Financial Information Disclosure means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.
**Audited Financial Statements** means the audited financial statements of the City prepared pursuant to the principles and as described in *Exhibit I*.

**Commission** means the Securities and Exchange Commission.

**Dissemination Agent** means any agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent’s successors and assigns.

**EMMA** means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.


**MSRB** means the Municipal Securities Rulemaking Board.

**Official Statement** means the Final Official Statement, dated _____________, 2018, and relating to the Bonds.

**Participating Underwriter** means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

**Reportable Event** means the occurrence of any of the Events with respect to the Bonds set forth in *Exhibit II*.

**Reportable Events Disclosure** means dissemination of a notice of a Reportable Event as set forth in Section 5.

**Rule** means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

**State** means the State of Illinois.

**Undertaking** means the obligations of the City pursuant to Sections 4 and 5.

3. **CUSIP NUMBERS.** The CUSIP Numbers of the Bonds are set forth in *Exhibit III*. The City will include the CUSIP Numbers in all disclosure materials described in Sections 4 and 5 of this Agreement.

4. **ANNUAL FINANCIAL INFORMATION DISCLOSURE.** Subject to Section 8 of this Agreement, the City hereby covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements (in the form and by the dates set forth in *Exhibit I*) to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all
EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment or waiver is made to this Agreement, the Annual Financial Information for the year in which such amendment or waiver is made (or in any notice or supplement provided to EMMA) shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

5. **Reportable Events Disclosure.** Subject to Section 8 of this Agreement, the City hereby covenants that it will disseminate in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event) Reportable Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Ordinance.

6. **Consequences of Failure of the City to Provide Information.** The City shall give notice in a timely manner to EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Agreement, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed a default under the Ordinance, and the sole remedy under this Agreement in the event of any failure of the City to comply with this Agreement shall be an action to compel performance.

7. **Amendments; Waiver.** Notwithstanding any other provision of this Agreement, the City by ordinance or resolution authorizing such amendment or waiver, may amend this Agreement, and any provision of this Agreement may be waived, if:

   (a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a “no-action” letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the City, or type of business conducted; or
(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the City (such as Bond Counsel).

In the event that the Commission or the MSRB or other regulatory authority shall approve or require Annual Financial Information Disclosure or Reportable Events Disclosure to be made to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, the City shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

8. TERMINATION OF UNDERTAKING. The Undertaking of the City shall be terminated hereunder if the City shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Ordinance. The City shall give notice to EMMA in a timely manner if this Section is applicable.

9. DISSEMINATION AGENT. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

10. ADDITIONAL INFORMATION. Nothing in this Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement. If the City chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, the City shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

11. BENEFICIARIES. This Agreement has been executed in order to assist the Participating Underwriters in complying with the Rule; however, this Agreement shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

12. RECORDKEEPING. The City shall maintain records of all Annual Financial Information Disclosure and Reportable Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.
13. ** ASSIGNMENT.** The City shall not transfer its obligations under the Ordinance unless the transferee agrees to assume all obligations of the City under this Agreement or to execute an Undertaking under the Rule.

14. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State.

**CITY OF EVANSTON, COOK COUNTY, ILLINOIS**

By ______________________________

                                 Mayor

Date: _________________, 2018
EXHIBIT I
ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED
FINANCIAL STATEMENTS

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. If the information included by reference is contained in a Final Official Statement, the Final Official Statement must be available on EMMA; the Final Official Statement need not be available from the Commission. The City shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be submitted to EMMA by 270 days after the last day of the City’s fiscal year (currently December 31), beginning with the fiscal year ending December 31, 2018. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, Audited Financial Statements will be submitted to EMMA within 30 days after availability to the City.

Audited Financial Statements will be prepared in accordance with accounting principles generally accepted in the United States of America.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the City will disseminate a notice of such change as required by Section 4.
EXHIBIT II
EVENTS WITH RESPECT TO THE BONDS
FOR WHICH REPORTABLE EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies
2. Non-payment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final
determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other
material notices or determinations with respect to the tax status of the security, or other
material events affecting the tax status of the security
7. Modifications to the rights of security holders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the City*
13. The consummation of a merger, consolidation, or acquisition involving the City or the
sale of all or substantially all of the assets of the City, other than in the ordinary course of
business, the entry into a definitive agreement to undertake such an action or the
termination of a definitive agreement relating to any such actions, other than pursuant to
its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if
material

* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal
agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding
under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all
of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body
and officials or officers in possession but subject to the supervision and orders of a court or governmental authority,
or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental
authority having supervision or jurisdiction over substantially all of the assets or business of the City.
<table>
<thead>
<tr>
<th>Year of Maturity</th>
<th>CUSIP Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(299228)</td>
</tr>
</tbody>
</table>
OFFICIAL NOTICE OF SALE

$20,270,000*
City of Evanston, Cook County, Illinois
General Obligation Corporate Purpose Bonds, Series 2018A
Dated the Date of Delivery

Date, Time and Place. IRREVOCABLE, SEALED AND ELECTRONIC BIDS will be received by PFM Financial Advisors LLC, 222 N. LaSalle St., Suite 910, Chicago, Illinois 60601, financial advisor acting on behalf of the City of Evanston, Cook County, Illinois (the “City”), for all but not part of the City’s $20,270,000* General Obligation Corporate Purpose Bonds, Series 2018A (the “Bonds”), until 10:00 a.m. (Central Time) on:

July 24, 2018

at which time sealed bids will be opened, electronic bids retrieved and all bids publicly read. Sealed bids should be mailed or delivered to the offices of PFM Financial Advisors LLC, 222 N. LaSalle St., Suite 910, Chicago, Illinois, 60601, Attention: ____, or faxed to (312) ____-____, and plainly marked “Bid for the City of Evanston, Illinois, General Obligation Corporate Purpose Bonds, Series 2018A.” Electronic bids must be submitted through Parity®.

Term of the Bonds. The Bonds will be dated their date of delivery, and will mature December 1 in the years and amounts as follows:

| Year | Amount*
|------|--------|
| 2022 | $ 570,000
| 2023 | 595,000
| 2024 | 580,000
| 2025 | 605,000
| 2026 | 635,000
| 2027 | 670,000
| 2028 | 700,000
| 2029 | 735,000
| 2030 | 775,000
| 2031 | 815,000
| 2032 | 855,000
| 2033 | 895,000
| 2034 | 940,000
| 2035 | 990,000
| 2036 | 1,040,000
| 2037 | 1,090,000
| 2038 | 1,145,000
| 2039 | 1,200,000
| 2040 | 1,260,000
| 2041 | 1,325,000
| 2042 | 1,390,000
| 2043 | 1,460,000

Interest on said Bonds will be payable semi-annually on June 1 and December 1, commencing December 1, 2018.

Adjustments to Principal Amounts After Determination of Best Proposal. The aggregate principal amount of the Bonds, and each scheduled maturity thereof, are subject to increase or reduction by the City or its designee after the

* Preliminary, subject to change.
determination of the successful bidder. Such adjustments shall be the sole discretion of the City provided that the City or its designee shall only make such adjustments in order to size the Bonds to provide enough funds to effect the project funds, or to establish a debt service structure that is acceptable to the City.

Term Bond Option. Proposals for the Bonds may contain a maturity schedule providing for a combination of serial and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

Call Feature. The Bonds maturing on December 1, 2028, and thereafter are subject to redemption prior to maturity at the option of the City on June 1, 2028 and any date thereafter, in whole or in part and if in part in such principal amounts and from such maturities as the City shall determine and within any maturity by lot at a redemption price of par plus accrued interest to the date fixed for redemption.

Registration. The Bonds will be issued as fully registered bonds without coupons and, when issued, will be registered only in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). The City will assume no liability for failure of DTC, its participants or other nominees to promptly transfer payments to beneficial owners of the Bonds. In the event that the securities depository relationship with DTC for the Bonds is terminated and the City does not appoint a successor depository, the City will prepare, authenticate and deliver, at its expense, fully registered certificated Bonds in the denomination of $5,000 or any integral multiple thereof in the aggregate principal amount of Bonds of the same maturities and with the same interest rate or rates then outstanding to the beneficial owners of the Bonds.

Security and Purpose. The Bonds are general obligations of the City. The principal of and interest on the Bonds will be payable from ad valorem taxes, which shall be levied without limitation as to rate or amount upon all taxable property located in the territory of the City. The Bonds are being issued for the purpose of (i) paying a portion of the cost of the construction and equipment of a new Robert Crown Community Center, Ice Complex, and Library Center; (ii) paying capitalized interest on the Bonds through December 1, 2018; and (iii) paying costs related to the issuance of the Bonds.

Not Bank Qualified. The Bonds will not be designated “qualified tax-exempt obligations” pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Bid Specifications. Bids shall be received on an interest rate basis in an integral multiple of One-Twentieth (1/20) or One-Eighth (1/8) of One Percent (1%). All Bonds of the same maturity shall bear the same interest rate. A rate of interest must be named for each maturity; a zero rate of interest shall not be named; and the premium, if any, must be paid in cash as part of the purchase price. The maximum rate of interest is 4.0%. No supplemental interest shall be specified. Each bid shall offer to purchase all of the Bonds and shall offer a price (payable in federal or other immediately available funds) which is not less than $20,720,000* (100.0% of par), nor more than $21,080,800* (104.0% of par), plus accrued interest to the date of delivery.

Good Faith Deposit. A good faith deposit in the amount of TWO HUNDRED TWO THOUSAND SEVEN HUNDRED DOLLARS* ($202,700*) is only required by the successful bidder for the Bonds. The successful bidder for the Bonds is required to submit such Good Faith Deposit payable to the order of the City in the form of a wire transfer in federal funds. Instructions for wiring the Good Faith Deposit are as follows:

[Destination: First Bank and Trust (Evanston, Illinois)
ABA #: 071925538
For credit to: City of Evanston, Illinois
Account #: 4012041
Account Name: Robert Crown Fund]

* Preliminary, subject to change.
Attachment 5: Preliminary Official Statement

The successful bidder shall submit the Good Faith Deposit within two hours after verbal award is made. The successful bidder should provide as quickly as it is available, evidence of wire transfer by providing the City the federal funds reference number. If the Good Faith Deposit is not received in the time allotted, the bid of the successful bidder may be rejected and the City may direct the next lowest bidder to submit a Good Faith Deposit and thereafter may award the sale of the Bonds to the same. If the successful bidder fails to comply with the Good Faith Deposit requirement as described herein, that bidder is nonetheless obligated to pay to the City the sum of $202,700 as liquidated damages due to the failure of the successful bidder to timely deposit the Good Faith Deposit.

Submission of a bid to purchase the Bonds serves as acknowledgement and acceptance of the terms of the Good Faith Deposit requirement.

The Good Faith Deposit so wired will be retained by the City until the delivery of the Bonds, at which time the Good Faith Deposit will be applied against the purchase price of the Bonds or the good faith deposit will be retained by the City as partial liquidated damages in the event of the failure of the successful bidder to take up and pay for such Bonds in compliance with the terms of the Official Notice of Sale and of its bid. No interest on the good faith deposit will be paid by the City. The balance of the purchase price must be wired in federal funds to the account detailed in the closing memorandum, simultaneously with delivery of the Bonds.

Insurance on Bonds. In the event the successful bidder obtains a bond insurance policy for all or a portion of the Bonds, by or on behalf of it or any other member of its underwriting group, the successful bidder is responsible for making sure that disclosure information is provided about the credit enhancement provider (for example, through a wrapper to the Official Statement). The City will cooperate with the successful bidder in this manner. The costs of obtaining any bond insurance policy and the costs of providing disclosure information about the credit enhancement provider shall be paid by the successful bidder. In addition, the successful bidder will be required, as a condition for delivery of the Bonds, to certify that the premium will be less than the present value of the interest expected to be saved as a result of such insurance.

Electronic Bidding. The City assumes no responsibility or liability for electronic bids. If any provisions in this Official Notice of Sale conflict with information provided by Parity®, this Official Notice of Sale shall control. Further information about the electronic bidding service providers, including any fee charged and applicable requirements, may be obtained from:

Parity®/IPREO
1359 Broadway, 2nd Floor
New York, New York 10018
(212) 849-5021 phone

Award. Unless all bids are rejected, the Bonds will be awarded to the bidder whose proposal shall result in the lowest true interest cost to the City. The true interest cost is computed as the discount rate which, when used with semiannual compounding to determine the present worth of the principal and interest payments as of the date of the Bonds, produces an amount equal to the purchase price. If two or more bids provide the same lowest true interest rate, the City shall determine which proposal shall be accepted, and such determination shall be final. A computation by the bidder of such true interest cost rate contained in any bid shall be for information only and shall not constitute a part of the bid. The purchaser shall pay accrued interest from the date of the Bonds to the date of delivery and payment of the purchase price.

Establishment of the Issue Price. The successful bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City prior to Closing a certificate acceptable to Bond Counsel setting forth the reasonably expected initial public offering price to the public (the “Initial Public Offering Price”), or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary in the reasonable judgment of the successful bidder, the City or Bond Counsel. All

* Preliminary, subject to change.
actions to be taken by the City under this Official Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the City by the City’s municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City’s municipal advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

1. the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

2. all bidders shall have an equal opportunity to bid;

3. the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

4. the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event the City receives less than three bids that conform to the parameters contained herein such that the competitive sale requirements are not satisfied, the City intends to treat the initial public offering price to the public of each maturity of the Bonds as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). Consequently, bidders should assume for purposes of making its bid that, if the competitive sale requirements described above are not met, and less than 10% of any maturity has been sold to the public at the initial public offering price, as of the sale date, the bidder will be required to comply with the hold-the-offering-price rule described below. The City will advise the apparent winning bidder within one hour of receipt of bids if the hold-the-offering-price rule will apply as to any maturities for which less than 10% has been sold to the public on the sale date at the initial public offering price to the public (“the 10% test”). The winning bidder shall notify the City on the sale date as to any maturities for which the 10% test has been met, and shall apply the hold-the-offering-price rule to all other maturities. In the event that the competitive sale requirements are not satisfied, the issue price certificate shall be modified as necessary in the reasonable judgment of Bond Counsel and the City.

By submitting a bid, the successful bidder shall, on behalf of the underwriters participating in the purchase of the Bonds, (i) confirm that the underwriters have offered or will offer each maturity of the Bonds to the public on or before the date that the Bonds are awarded by the City to the successful bidder (“Sale Date”) at the initial public offering price set forth in the bid submitted by the winning bidder, and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell any maturity of the Bonds to any person at a price that is higher than the initial public offering price for such maturity during the period starting on the Sale Date and ending on the earlier of the following:

1. the close of the fifth business day after the Sale Date; or

2. the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial public offering price for such maturity.

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial public offering price if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

The City acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among
underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to

(A) report the prices at which it sells to the public the Bonds of each maturity allotted to it until it is notified by the successful bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder and in the related pricing wires, and

(ii) any agreement among underwriters relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to

(A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the successful bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) “public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of
another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date the Bonds are awarded by the City to the winning bidder.

**Undertakings of the Successful Bidder.** The successful bidder shall make a bona fide public offering of all of the Bonds to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers who are not purchasing for their own account as ultimate purchasers without a view to resell) and will, within 30 minutes after being notified that such firm is the apparent winning bidder of the Bonds, advise the City in writing of the initial public offering price to the public of each maturity of the Bonds. Prior to the delivery of the Bonds, the successful bidder will furnish a certificate acceptable to Bond Counsel as to the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended. It will be the responsibility of the successful bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty.

**Delivery.** The Bonds will be delivered in typewritten form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, securities depository of the Bonds for the establishment of book-entry accounts at the direction of the successful bidder, within approximately 45 days after the award. Payment at the time of delivery must be made in federal or other immediately available funds. In the event delivery is not made within 45 days after the date of the sale of the Bonds, the successful bidder may, prior to tender of the Bonds, at its option, be relieved of its obligation under the contract to purchase the Bonds and its good faith check shall be returned, but no interest shall be allowed thereon. Delivery of the Bonds is currently anticipated to be on or about [August 7, 2018].

**Legal Opinion.** The successful bidder will be furnished without cost, the unqualified approving legal opinion of Chapman and Cutler LLP, Chicago, Illinois, Bond Counsel. By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the City in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder consents to and waives any conflict of interest arising from any adverse position to the City in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

**CUSIP Numbers.** The City will assume no obligation for the assignment of CUSIP numbers on the Bonds or for the correctness of any numbers printed thereon. The City will permit such numbers to be assigned and printed at the expense of the original purchaser, but neither the failure to print such numbers on any Bonds nor any error with respect thereto will constitute cause for failure or refusal by the original purchaser to accept delivery of the Bonds.

**Official Statement.** Upon the sale of the Bonds, the City will publish an Official Statement in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. Promptly after the sale date, but in no event later than seven business days after such date, the City will provide the successful bidder with up to 25 copies of the final Official Statement without cost. The successful bidder agrees to supply to the City all necessary pricing information and any underwriter identification necessary to complete the final Official Statement within 24 hours after the award of Bonds.

**Certification Regarding Official Statement.** The City will deliver, at closing, a certificate, executed by appropriate officers of the City acting in their official capacities, to the effect that the facts contained in the Official Statement relating to the City and the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

**Undertaking to Provide Continuing Disclosure.** A Continuing Disclosure Undertaking will be delivered at closing setting forth the details and terms of the City’s undertaking and such Continuing Disclosure Undertaking is a condition of
closing. In order to assist bidders in complying with SEC Rule 15c2-12, as amended, the City will covenant to undertake (pursuant to a Resolution adopted by the City Council), to provide annual reports and timely notice of certain events for the benefit of holders of the Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Undertaking to be executed and delivered by the City, a form of which is included in the Preliminary Official Statement and in the final Official Statement.

Transcript of Proceedings. A transcript of the proceedings relative to the issuance of the Bonds will be furnished to the successful bidder without cost, including a Closing Certificate stating that there is no litigation pending or threatened affecting the validity of or the security for the Bonds.

Irregularities. The City Council reserves the right to reject any and all bids and to waive any and all irregularities.

Information. The Preliminary Official Statement can be viewed on the worldwide web at www.i-dealprospectus.com or copies of the Preliminary Official Statement and additional information may be obtained by addressing inquiries to the City’s financial advisor, PFM Financial Advisors LLC, 222 N. LaSalle St., Suite 910, Chicago, Illinois 60601, Attention: ___, phone (312) ___-_____.
OFFICIAL NOTICE OF SALE

$15,285,000*
City of Evanston, Cook County, Illinois
General Obligation Corporate Purpose Bonds, Series 2018B
Dated the Date of Delivery

Date, Time and Place.  IRREVOCABLE, SEALED AND ELECTRONIC BIDS will be received by PFM Financial Advisors LLC, 222 N. LaSalle St., Suite 910, Chicago, Illinois 60601, financial advisor acting on behalf of the City of Evanston, Cook County, Illinois (the “City”), for all but not part of the City’s $15,285,000* General Obligation Corporate Purpose Bonds, Series 2018B (the “Bonds”), until 10:00 a.m. (Central Time) on:

July 24, 2018

at which time sealed bids will be opened, electronic bids retrieved and all bids publicly read. Sealed bids should be mailed or delivered to the offices of PFM Financial Advisors LLC, 222 N. LaSalle St., Suite 910, Chicago, Illinois 60601, Attention: ____, or faxed to (312) ___-____, and plainly marked “Bid for the City of Evanston, Illinois, General Obligation Corporate Purpose Bonds, Series 2018B.” Electronic bids must be submitted through Parity®.

Term of the Bonds. The Bonds will be dated their date of delivery, and will mature December 1 in the years and amounts as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount*</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>$ 180,000</td>
</tr>
<tr>
<td>2023</td>
<td>185,000</td>
</tr>
<tr>
<td>2024</td>
<td>690,000</td>
</tr>
<tr>
<td>2025</td>
<td>725,000</td>
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<td>2026</td>
<td>760,000</td>
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<td>800,000</td>
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<td>2029</td>
<td>885,000</td>
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<td>2030</td>
<td>925,000</td>
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<td>975,000</td>
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<td>2033</td>
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<td>2034</td>
<td>1,125,000</td>
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<td>2035</td>
<td>1,185,000</td>
</tr>
<tr>
<td>2036</td>
<td>1,240,000</td>
</tr>
<tr>
<td>2037</td>
<td>1,305,000</td>
</tr>
<tr>
<td>2038</td>
<td>1,370,000</td>
</tr>
</tbody>
</table>

Interest on said Bonds will be payable semi-annually on June 1 and December 1, commencing December 1, 2018.

Adjustments to Principal Amounts After Determination of Best Proposal. The aggregate principal amount of the Bonds, and each scheduled maturity thereof, are subject to increase or reduction by the City or its designee after the determination of the successful bidder. Such adjustments shall be the sole discretion of the City provided that the City or its designee shall only make such adjustments in order to size the Bonds to provide enough funds to effect the refunding, or to establish a debt service structure that is acceptable to the City.

* Preliminary, subject to change.
Term Bond Option. Proposals for the Bonds may contain a maturity schedule providing for a combination of serial and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

Call Feature. The Bonds maturing on December 1, 2028, and thereafter are subject to redemption prior to maturity at the option of the City on June 1, 2028 and any date thereafter, in whole or in part and if in part in such principal amounts and from such maturities as the City shall determine and within any maturity by lot at a redemption price of par plus accrued interest to the date fixed for redemption.

Registration. The Bonds will be issued as fully registered bonds without coupons and, when issued, will be registered only in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). The City will assume no liability for failure of DTC, its participants or other nominees to promptly transfer payments to beneficial owners of the Bonds. In the event that the securities depository relationship with DTC for the Bonds is terminated and the City does not appoint a successor depository, the City will prepare, authenticate and deliver, at its expense, fully registered certificated Bonds in the denomination of $5,000 or any integral multiple thereof in the aggregate principal amount of Bonds of the same maturities and with the same interest rate or rates then outstanding to the beneficial owners of the Bonds.

Security and Purpose. The Bonds are general obligations of the City. The principal of and interest on the Bonds will be payable from ad valorem taxes, which shall be levied without limitation as to rate or amount upon all taxable property located in the territory of the City. The Bonds are being issued for the purpose of (i) providing for capital improvements at various locations throughout the City, including certain capital expenditures as detailed for the year 2018 in the City’s Capital Improvement Plan, as adopted by the City Council; (ii) paying capitalized interest on the Bonds through December 1, 2019; and (iii) paying costs related to the issuance of the Bonds.

Not Bank Qualified. The Bonds will not be designated “qualified tax-exempt obligations” pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Bid Specifications. Bids shall be received on an interest rate basis in an integral multiple of One-Twentieth (1/20) or One-Eighth (1/8) of One Percent (1%). All Bonds of the same maturity shall bear the same interest rate. A rate of interest must be named for each maturity; a zero rate of interest shall not be named; and the premium, if any, must be paid in cash as part of the purchase price. The maximum rate of interest is 4.0%. No supplemental interest shall be specified. Each bid shall offer to purchase all of the Bonds and shall offer a price (payable in federal or other immediately available funds) which is not less than $15,285,000* (100.0% of par), nor more than $15,896,400* (104.0% of par), plus accrued interest to the date of delivery.

Good Faith Deposit. A good faith deposit in the amount of ONE HUNDRED FIFTY TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS* ($152,850*) is only required by the successful bidder for the Bonds. The successful bidder for the Bonds is required to submit such Good Faith Deposit payable to the order of the City in the form of a wire transfer in federal funds. Instructions for wiring the Good Faith Deposit are as follows:

[Destination: First Bank and Trust (Evanston, Illinois)
ABA #: 071925538
For credit to: City of Evanston, Illinois
Account #: 4012041
Account Name: Capital Improvements Fund]

The successful bidder shall submit the Good Faith Deposit within two hours after verbal award is made. The successful bidder should provide as quickly as it is available, evidence of wire transfer by providing the City the federal funds reference number. If the Good Faith Deposit is not received in the time allotted, the bid of the successful bidder may be rejected and the City may direct the next lowest bidder to submit a Good Faith Deposit and thereafter may award

* Preliminary, subject to change.
the sale of the Bonds to the same. If the successful bidder fails to comply with the Good Faith Deposit requirement as described herein, that bidder is nonetheless obligated to pay to the City the sum of $152,850* as liquidated damages due to the failure of the successful bidder to timely deposit the Good Faith Deposit.

Submission of a bid to purchase the Bonds serves as acknowledgement and acceptance of the terms of the Good Faith Deposit requirement.

The Good Faith Deposit so wired will be retained by the City until the delivery of the Bonds, at which time the Good Faith Deposit will be applied against the purchase price of the Bonds or the good faith deposit will be retained by the City as partial liquidated damages in the event of the failure of the successful bidder to take up and pay for such Bonds in compliance with the terms of the Official Notice of Sale and of its bid. No interest on the good faith deposit will be paid by the City. The balance of the purchase price must be wired in federal funds to the account detailed in the closing memorandum, simultaneously with delivery of the Bonds.

Insurance on Bonds. In the event the successful bidder obtains a bond insurance policy for all or a portion of the Bonds, by or on behalf of it or any other member of its underwriting group, the successful bidder is responsible for making sure that disclosure information is provided about the credit enhancement provider (for example, through a wrapper to the Official Statement). The City will cooperate with the successful bidder in this manner. The costs of obtaining any bond insurance policy and the costs of providing disclosure information about the credit enhancement provider shall be paid by the successful bidder. In addition, the successful bidder will be required, as a condition for delivery of the Bonds, to certify that the premium will be less than the present value of the interest expected to be saved as a result of such insurance.

Electronic Bidding. The City assumes no responsibility or liability for electronic bids. If any provisions in this Official Notice of Sale conflict with information provided by Parity®, this Official Notice of Sale shall control. Further information about the electronic bidding service providers, including any fee charged and applicable requirements, may be obtained from:

Parity®/IPREO
1359 Broadway, 2nd Floor
New York, New York 10018
(212) 849-5021 phone

Award. Unless all bids are rejected, the Bonds will be awarded to the bidder whose proposal shall result in the lowest true interest cost to the City. The true interest cost is computed as the discount rate which, when used with semiannual compounding to determine the present worth of the principal and interest payments as of the date of the Bonds, produces an amount equal to the purchase price. If two or more bids provide the same lowest true interest rate, the City shall determine which proposal shall be accepted, and such determination shall be final. A computation by the bidder of such true interest cost rate contained in any bid shall be for information only and shall not constitute a part of the bid. The purchaser shall pay accrued interest from the date of the Bonds to the date of delivery and payment of the purchase price.

Establishment of the Issue Price. The successful bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City prior to Closing a certificate acceptable to Bond Counsel setting forth the reasonably expected initial public offering price to the public (the “Initial Public Offering Price”), or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary in the reasonable judgment of the successful bidder, the City or Bond Counsel. All actions to be taken by the City under this Official Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the City by the City’s municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City’s municipal advisor.

* Preliminary, subject to change.
Attachment 5: Preliminary Official Statement

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

1. the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
2. all bidders shall have an equal opportunity to bid;
3. the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
4. the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event the City receives less than three bids that conform to the parameters contained herein such that the competitive sale requirements are not satisfied, the City intends to treat the initial public offering price to the public of each maturity of the Bonds as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). Consequently, bidders should assume for purposes of making its bid that, if the competitive sale requirements described above are not met, and less than 10% of any maturity has been sold to the public at the initial public offering price, as of the sale date, the bidder will be required to comply with the hold-the-offering-price rule described below. The City will advise the apparent winning bidder within one hour of receipt of bids if the hold-the-offering-price rule will apply as to any maturities for which less than 10% has been sold to the public on the sale date at the initial public offering price to the public (“the 10% test”). The winning bidder shall notify the City on the sale date as to any maturities for which the 10% test has been met, and shall apply the hold-the-offering-price rule to all other maturities. In the event that the competitive sale requirements are not satisfied, the issue price certificate shall be modified as necessary in the reasonable judgment of Bond Counsel and the City.

By submitting a bid, the successful bidder shall, on behalf of the underwriters participating in the purchase of the Bonds, (i) confirm that the underwriters have offered or will offer each maturity of the Bonds to the public on or before the date that the Bonds are awarded by the City to the successful bidder (“Sale Date”) at the initial public offering price set forth in the bid submitted by the winning bidder, and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell any maturity of the Bonds to any person at a price that is higher than the initial public offering price for such maturity during the period starting on the Sale Date and ending on the earlier of the following:

1. the close of the fifth business day after the Sale Date; or
2. the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial public offering price for such maturity.

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial public offering price if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

The City acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the
Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to

(A) report the prices at which it sells to the public the Bonds of each maturity allotted to it until it is notified by the successful bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder and in the related pricing wires, and

(ii) any agreement among underwriters relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to

(A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the successful bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) “public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a
partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date the Bonds are awarded by the City to the winning bidder.]

Undertakings of the Successful Bidder. The successful bidder shall make a bona fide public offering of all of the Bonds to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers who are not purchasing for their own account as ultimate purchasers without a view to resell) and will, within 30 minutes after being notified that such firm is the apparent winning bidder of the Bonds, advise the City in writing of the initial public offering price to the public of each maturity of the Bonds. Prior to the delivery of the Bonds, the successful bidder will furnish a certificate acceptable to Bond Counsel as to the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended. It will be the responsibility of the successful bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty.

Delivery. The Bonds will be delivered in typewritten form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, securities depository of the Bonds for the establishment of book-entry accounts at the direction of the successful bidder, within approximately 45 days after the award. Payment at the time of delivery must be made in federal or other immediately available funds. In the event delivery is not made within 45 days after the date of the sale of the Bonds, the successful bidder may, prior to tender of the Bonds, at its option, be relieved of its obligation under the contract to purchase the Bonds and its good faith check shall be returned, but no interest shall be allowed thereon. Delivery of the Bonds is currently anticipated to be on or about [August 7, 2018].

Legal Opinion. The successful bidder will be furnished without cost, the unqualified approving legal opinion of Chapman and Cutler LLP, Chicago, Illinois, Bond Counsel. By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the City in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder consents to and waives any conflict of interest arising from any adverse position to the City in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

CUSIP Numbers. The City will assume no obligation for the assignment of CUSIP numbers on the Bonds or for the correctness of any numbers printed thereon. The City will permit such numbers to be assigned and printed at the expense of the original purchaser, but neither the failure to print such numbers on any Bonds nor any error with respect thereto will constitute cause for failure or refusal by the original purchaser to accept delivery of the Bonds.

Official Statement. Upon the sale of the Bonds, the City will publish an Official Statement in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. Promptly after the sale date, but in no event later than seven business days after such date, the City will provide the successful bidder with up to 25 copies of the final Official Statement without cost. The successful bidder agrees to supply to the City all necessary pricing information and any underwriter identification necessary to complete the final Official Statement within 24 hours after the award of Bonds.

Certification Regarding Official Statement. The City will deliver, at closing, a certificate, executed by appropriate officers of the City acting in their official capacities, to the effect that the facts contained in the Official Statement relating to the City and the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Undertaking to Provide Continuing Disclosure. A Continuing Disclosure Undertaking will be delivered at closing setting forth the details and terms of the City’s undertaking and such Continuing Disclosure Undertaking is a condition of closing. In order to assist bidders in complying with SEC Rule 15c2-12, as amended, the City will covenant to undertake (pursuant to a Resolution adopted by the City Council), to provide annual reports and timely notice of certain events for the benefit of holders of the Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure
Undertaking to be executed and delivered by the City, a form of which is included in the Preliminary Official Statement and in the final Official Statement.

**Transcript of Proceedings.** A transcript of the proceedings relative to the issuance of the Bonds will be furnished to the successful bidder without cost, including a Closing Certificate stating that there is no litigation pending or threatened affecting the validity of or the security for the Bonds.

**Irregularities.** The City Council reserves the right to reject any and all bids and to waive any and all irregularities.

**Information.** The Preliminary Official Statement can be viewed on the worldwide web at www.i-dealprospectus.com or copies of the Preliminary Official Statement and additional information may be obtained by addressing inquiries to the City’s financial advisor, PFM Financial Advisors LLC, 222 N. LaSalle St., Suite 910, Chicago, Illinois 60601, Attention: ___, phone (312) ____-_____.

* * * * *

180 of 632
OFFICIAL NOTICE OF SALE
$7,890,000*
City of Evanston, Cook County, Illinois
General Obligation Refunding Bonds, Series 2018C
Dated the Date of Delivery

Date, Time and Place. IRREVOCABLE, SEALED AND ELECTRONIC BIDS will be received by PFM Financial Advisors LLC, 115 South 84th Street, Suite 315, Milwaukee, Wisconsin 53214, financial advisor acting on behalf of the City of Evanston, Cook County, Illinois (the “City”), for all but not part of the City’s $7,890,000* General Obligation Refunding Bonds, Series 2018C (the “Bonds”), until 10:00 a.m. (Central Time) on:

July 24, 2018

at which time sealed bids will be opened, electronic bids retrieved and all bids publicly read. Sealed bids should be mailed or delivered to the offices of PFM Financial Advisors LLC, 222 N. LaSalle St., Suite 910, Chicago, Illinois 60601, Attention: ____, or faxed to (312)____-____-____, , and plainly marked “Bid for the City of Evanston, Illinois, General Obligation Refunding Bonds, Series 2018C.” Electronic bids must be submitted through Parity®.

Term of the Bonds. The Bonds will be dated their date of delivery, and will mature December 1 in the years and amounts as follows:

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<tr>
<th>MATURITY SCHEDULE</th>
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<tr>
<td>Year</td>
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<td>2019</td>
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<td>2028</td>
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*Preliminary, subject to change.

Interest on said Bonds will be payable semi-annually on June 1 and December 1, commencing December 1, 2018.

Adjustments to Principal Amounts After Determination of Best Proposal. The aggregate principal amount of the Bonds, and each scheduled maturity thereof, are subject to increase or reduction by the City or its designee after the determination of the successful bidder. Such adjustments shall be the sole discretion of the City provided that the City or its designee shall only make such adjustments in order to size the Bonds to provide enough funds to effect the project funds, or to establish a debt service structure that is acceptable to the City.

Term Bond Option. Proposals for the Bonds may contain a maturity schedule providing for a combination of serial and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

Call Feature. The Bonds are not subject to optional redemption.
Registration. The Bonds will be issued as fully registered bonds without coupons and, when issued, will be registered only in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). The City will assume no liability for failure of DTC, its participants or other nominees to promptly transfer payments to beneficial owners of the Bonds. In the event that the securities depository relationship with DTC for the Bonds is terminated and the City does not appoint a successor depository, the City will prepare, authenticate and deliver, at its expense, fully registered certificated Bonds in the denomination of $5,000 or any integral multiple thereof in the aggregate principal amount of Bonds of the same maturities and with the same interest rate or rates then outstanding to the beneficial owners of the Bonds.

Security and Purpose. The Bonds are general obligations of the City. The principal of and interest on the Bonds will be payable from ad valorem taxes, which shall be levied without limitation as to rate or amount upon all taxable property located in the territory of the City. The Bonds are being issued for the purpose of (i) currently refunding certain obligations of the City; and (ii) paying costs related to the issuance of the Bonds.

Bid Specifications. Bids shall be received on an interest rate basis in an integral multiple of One-Twentieth (1/20) or One-Eighth (1/8) of One Percent (1%). All Bonds of the same maturity shall bear the same interest rate. A rate of interest must be named for each maturity; a zero rate of interest shall not be named; and the premium, if any, must be paid in cash as part of the purchase price. The maximum rate of interest is 4.0%. No supplemental interest shall be specified. Each bid shall offer to purchase all of the Bonds and shall offer a price (payable in federal or other immediately available funds) which is not less than $7,890,000* (100.0% of par), nor more than $8,205,600* (104.0% of par), plus accrued interest to the date of delivery.

Good Faith Deposit. A good faith deposit in the amount of SEVENTY EIGHT THOUSAND NINE HUNDRED DOLLARS* ($78,900*) is only required by the successful bidder for the Bonds. The successful bidder for the Bonds is required to submit such Good Faith Deposit payable to the order of the City in the form of a wire transfer in federal funds. Instructions for wiring the Good Faith Deposit are as follows:

[Destination: First Bank and Trust (Evanston, Illinois)
ABA #: 071925538
For credit to: City of Evanston, Illinois
Account #: 4012041
Account Name: Refunding Fund]

The successful bidder shall submit the Good Faith Deposit within two hours after verbal award is made. The successful bidder should provide as quickly as it is available, evidence of wire transfer by providing the City the federal funds reference number. If the Good Faith Deposit is not received in the time allotted, the bid of the successful bidder may be rejected and the City may direct the next lowest bidder to submit a Good Faith Deposit and thereafter may award the sale of the Bonds to the same. If the successful bidder fails to comply with the Good Faith Deposit requirement as described herein, that bidder is nonetheless obligated to pay to the City the sum of $78,900* as liquidated damages due to the failure of the successful bidder to timely deposit the Good Faith Deposit.

Submission of a bid to purchase the Bonds serves as acknowledgement and acceptance of the terms of the Good Faith Deposit requirement.

The Good Faith Deposit so wired will be retained by the City until the delivery of the Bonds, at which time the Good Faith Deposit will be applied against the purchase price of the Bonds or the good faith deposit will be retained by the City as partial liquidated damages in the event of the failure of the successful bidder to take up and pay for such Bonds in compliance with the terms of the Official Notice of Sale and of its bid. No interest on the good faith deposit will be paid by the City. The balance of the purchase price must be wired in federal funds to the account detailed in the closing memorandum, simultaneously with delivery of the Bonds.

* Preliminary, subject to change.
Insurance on Bonds. In the event the successful bidder obtains a bond insurance policy for all or a portion of the Bonds, by or on behalf of it or any other member of its underwriting group, the successful bidder is responsible for making sure that disclosure information is provided about the credit enhancement provider (for example, through a wrapper to the Official Statement). The City will cooperate with the successful bidder in this manner. The costs of obtaining any bond insurance policy and the costs of providing disclosure information about the credit enhancement provider shall be paid by the successful bidder. In addition, the successful bidder will be required, as a condition for delivery of the Bonds, to certify that the premium will be less than the present value of the interest expected to be saved as a result of such insurance.

Electronic Bidding. The City assumes no responsibility or liability for electronic bids. If any provisions in this Official Notice of Sale conflict with information provided by Parity®, this Official Notice of Sale shall control. Further information about the electronic bidding service providers, including any fee charged and applicable requirements, may be obtained from:

Parity®/IPREO
1359 Broadway, 2nd Floor
New York, New York  10018
(212) 849-5021 phone

Award. Unless all bids are rejected, the Bonds will be awarded to the bidder whose proposal shall result in the lowest true interest cost to the City. The true interest cost is computed as the discount rate which, when used with semiannual compounding to determine the present worth of the principal and interest payments as of the date of the Bonds, produces an amount equal to the purchase price. If two or more bids provide the same lowest true interest rate, the City shall determine which proposal shall be accepted, and such determination shall be final. A computation by the bidder of such true interest cost rate contained in any bid shall be for information only and shall not constitute a part of the bid. The purchaser shall pay accrued interest from the date of the Bonds to the date of delivery and payment of the purchase price.

Establishment of the Issue Price. The successful bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City prior to Closing a certificate acceptable to Bond Counsel setting forth the reasonably expected initial public offering price to the public (the “Initial Public Offering Price”), or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary in the reasonable judgment of the successful bidder, the City or Bond Counsel. All actions to be taken by the City under this Official Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the City by the City’s municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City’s municipal advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

1. the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

2. all bidders shall have an equal opportunity to bid;

3. the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

4. the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.
Any bid submitted to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event the City receives less than three bids that conform to the parameters contained herein such that the competitive sale requirements are not satisfied, the City intends to treat the initial public offering price to the public of each maturity of the Bonds as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). Consequently, bidders should assume for purposes of making its bid that, if the competitive sale requirements described above are not met, and less than 10% of any maturity has been sold to the public at the initial public offering price, as of the sale date, the bidder will be required to comply with the hold-the-offering-price rule described below. The City will advise the apparent winning bidder within one hour of receipt of bids if the hold-the-offering-price rule will apply as to any maturities for which less than 10% has been sold to the public on the sale date at the initial public offering price to the public (“the 10% test”). The winning bidder shall notify the City on the sale date as to any maturities for which the 10% test has been met, and shall apply the hold-the-offering-price rule to all other maturities. In the event that the competitive sale requirements are not satisfied, the issue price certificate shall be modified as necessary in the reasonable judgment of Bond Counsel and the City.

By submitting a bid, the successful bidder shall, on behalf of the underwriters participating in the purchase of the Bonds, (i) confirm that the underwriters have offered or will offer each maturity of the Bonds to the public on or before the date that the Bonds are awarded by the City to the successful bidder (“Sale Date”) at the initial public offering price set forth in the bid submitted by the winning bidder, and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell any maturity of the Bonds to any person at a price that is higher than the initial public offering price for such maturity during the period starting on the Sale Date and ending on the earlier of the following:

1. the close of the fifth business day after the Sale Date; or
2. the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial public offering price for such maturity.

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial public offering price if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

The City acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to
(A) report the prices at which it sells to the public the Bonds of each maturity allotted to it until it is notified by the successful bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder and in the related pricing wires, and

(ii) any agreement among underwriters relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to

(A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the successful bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) “public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date the Bonds are awarded by the City to the winning bidder.

Undertakings of the Successful Bidder. The successful bidder shall make a bona fide public offering of all of the Bonds to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers who are not purchasing for their own account as ultimate purchasers without a view to resell) and will, within 30 minutes after being notified that such firm is the apparent winning bidder of the Bonds, advise the City in writing of the initial public offering price to the public of each maturity of the Bonds. Prior to the delivery of the Bonds, the successful bidder will furnish a certificate acceptable to Bond Counsel as to the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended. It will be the responsibility of the successful
bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty.

**Delivery.** The Bonds will be delivered in typewritten form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, securities depository of the Bonds for the establishment of book-entry accounts at the direction of the successful bidder, within approximately 45 days after the award. Payment at the time of delivery must be made in federal or other immediately available funds. In the event delivery is not made within 45 days after the date of the sale of the Bonds, the successful bidder may, prior to tender of the Bonds, at its option, be relieved of its obligation under the contract to purchase the Bonds and its good faith check shall be returned, but no interest shall be allowed thereon. Delivery of the Bonds is currently anticipated to be on or about [August 7, 2018].

**Legal Opinion.** The successful bidder will be furnished without cost, the unqualified approving legal opinion of Chapman and Cutler LLP, Chicago, Illinois, Bond Counsel. By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the City in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder consents to and waives any conflict of interest arising from any adverse position to the City in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

**CUSIP Numbers.** The City will assume no obligation for the assignment of CUSIP numbers on the Bonds or for the correctness of any numbers printed thereon. The City will permit such numbers to be assigned and printed at the expense of the original purchaser, but neither the failure to print such numbers on any Bonds nor any error with respect thereto will constitute cause for failure or refusal by the original purchaser to accept delivery of the Bonds.

**Official Statement.** Upon the sale of the Bonds, the City will publish an Official Statement in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. Promptly after the sale date, but in no event later than seven business days after such date, the City will provide the successful bidder with up to 25 copies of the final Official Statement without cost. The successful bidder agrees to supply to the City all necessary pricing information and any underwriter identification necessary to complete the final Official Statement within 24 hours after the award of Bonds.

**Certification Regarding Official Statement.** The City will deliver, at closing, a certificate, executed by appropriate officers of the City acting in their official capacities, to the effect that the facts contained in the Official Statement relating to the City and the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

**Undertaking to Provide Continuing Disclosure.** A Continuing Disclosure Undertaking will be delivered at closing setting forth the details and terms of the City’s undertaking and such Continuing Disclosure Undertaking is a condition of closing. In order to assist bidders in complying with SEC Rule 15c2-12, as amended, the City will covenant to undertake (pursuant to a Resolution adopted by the City Council), to provide annual reports and timely notice of certain events for the benefit of holders of the Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Undertaking to be executed and delivered by the City, a form of which is included in the Preliminary Official Statement and in the final Official Statement.

**Transcript of Proceedings.** A transcript of the proceedings relative to the issuance of the Bonds will be furnished to the successful bidder without cost, including a Closing Certificate stating that there is no litigation pending or threatened affecting the validity of or the security for the Bonds.

**Irregularities.** The City Council reserves the right to reject any and all bids and to waive any and all irregularities.

**Information.** The Preliminary Official Statement can be viewed on the worldwide web at www.i-dealprospectus.com or copies of the Preliminary Official Statement and additional information may be obtained by
addressing inquiries to the City’s financial advisor, PFM Financial Advisors LLC, 222 N. LaSalle St., Suite 910, Chicago, Illinois 60601, Attention: ____, or faxed to (312)____-____.
OFFICIAL NOTICE OF SALE

$3,595,000*
City of Evanston, Cook County, Illinois
Taxable General Obligation Corporate Purpose Bonds, Series 2018D
Dated the Date of Delivery

Date, Time and Place. IRREVOCABLE, SEALED AND ELECTRONIC BIDS will be received by PFM Financial Advisors LLC, 222 N. LaSalle St., Suite 910, Chicago, Illinois 60601, financial advisor acting on behalf of the City of Evanston, Cook County, Illinois (the “City”), for all but not part of the City’s $3,595,000* Taxable General Obligation Corporate Purpose Bonds, Series 2018D (the “Bonds”), until 10:00 a.m. (Central Time) on:

July 24, 2018

at which time sealed bids will be opened, electronic bids retrieved and all bids publicly read. Sealed bids should be mailed or delivered to the offices of PFM Financial Advisors LLC, 222 N. LaSalle St., Suite 910, Chicago, Illinois 60601, Attention: ____, or faxed to (312)___-____, and plainly marked “Bid for the City of Evanston, Illinois, Taxable General Obligation Corporate Purpose Bonds, Series 2018D.” Electronic bids must be submitted through Parity®.

Term of the Bonds. The Bonds will be dated their date of delivery, and will mature December 1 in the years and amounts as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount*</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>$ 180,000</td>
</tr>
<tr>
<td>2023</td>
<td>185,000</td>
</tr>
<tr>
<td>2024</td>
<td>165,000</td>
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<td>2025</td>
<td>170,000</td>
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<td>2026</td>
<td>175,000</td>
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<tr>
<td>2027</td>
<td>180,000</td>
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<tr>
<td>2028</td>
<td>190,000</td>
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<tr>
<td>2029</td>
<td>195,000</td>
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<td>205,000</td>
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<tr>
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<td>2032</td>
<td>220,000</td>
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<td>230,000</td>
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<td>2034</td>
<td>240,000</td>
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<td>2035</td>
<td>245,000</td>
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<tr>
<td>2036</td>
<td>255,000</td>
</tr>
<tr>
<td>2037</td>
<td>270,000</td>
</tr>
<tr>
<td>2038</td>
<td>280,000</td>
</tr>
</tbody>
</table>

Interest on said Bonds will be payable semi-annually on June 1 and December 1, commencing December 1, 2018.

Adjustments to Principal Amounts After Determination of Best Proposal. The aggregate principal amount of the Bonds, and each scheduled maturity thereof, are subject to increase or reduction by the City or its designee after the determination of the successful bidder. Such adjustments shall be the sole discretion of the City provided that the City or its designee shall only make such adjustments in order to size the Bonds to provide enough funds to effect the project funds, or to establish a debt service structure that is acceptable to the City.

* Preliminary, subject to change.
Term Bond Option. Proposals for the Bonds may contain a maturity schedule providing for a combination of serial and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

Call Feature. The Bonds are not subject to optional redemption.

Registration. The Bonds will be issued as fully registered bonds without coupons and, when issued, will be registered only in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). The City will assume no liability for failure of DTC, its participants or other nominees to promptly transfer payments to beneficial owners of the Bonds. In the event that the securities depository relationship with DTC for the Bonds is terminated and the City does not appoint a successor depository, the City will prepare, authenticate and deliver, at its expense, fully registered certificated Bonds in the denomination of $5,000 or any integral multiple thereof in the aggregate principal amount of Bonds of the same maturities and with the same interest rate or rates then outstanding to the beneficial owners of the Bonds.

Security and Purpose. The Bonds are general obligations of the City. The principal of and interest on the Bonds will be payable from ad valorem taxes, which shall be levied without limitation as to rate or amount upon all taxable property located in the territory of the City. The Bonds are being issued for the purpose of (i) providing for redevelopment projects within certain tax increment financing districts throughout the City; (ii) paying capitalized interest on the Bonds through December 1, 2019; and (iii) paying costs related to the issuance of the Bonds.

Bid Specifications. Bids shall be received on an interest rate basis in an integral multiple of One-Twentieth (1/20) or One-Eighth (1/8) of One Percent (1%). All Bonds of the same maturity shall bear the same interest rate. A rate of interest must be named for each maturity; a zero rate of interest shall not be named; and the premium, if any, must be paid in cash as part of the purchase price. The maximum rate of interest is 4.0%. No supplemental interest shall be specified. Each bid shall offer to purchase all of the Bonds and shall offer a price (payable in federal or other immediately available funds) which is not less than $3,595,000* (100.0% of par), nor more than $3,738,800* (104.0% of par), plus accrued interest to the date of delivery.

Good Faith Deposit. A good faith deposit in the amount of THIRTY FIVE THOUSAND NINE HUNDRED FIFTY DOLLARS* ($35,950*) is only required by the successful bidder for the Bonds. The successful bidder for the Bonds is required to submit such Good Faith Deposit payable to the order of the City in the form of a wire transfer in federal funds. Instructions for wiring the Good Faith Deposit are as follows:

[Destination: First Bank and Trust (Evanston, Illinois)]
ABA #: 071925538
For credit to: City of Evanston, Illinois
Account #: 4012041
Account Name: TIF Project Fund]

The successful bidder shall submit the Good Faith Deposit within two hours after verbal award is made. The successful bidder should provide as quickly as it is available, evidence of wire transfer by providing the City the federal funds reference number. If the Good Faith Deposit is not received in the time allotted, the bid of the successful bidder may be rejected and the City may direct the next lowest bidder to submit a Good Faith Deposit and thereafter may award the sale of the Bonds to the same. If the successful bidder fails to comply with the Good Faith Deposit requirement as described herein, that bidder is nonetheless obligated to pay to the City the sum of $35,950* as liquidated damages due to the failure of the successful bidder to timely deposit the Good Faith Deposit.

Submission of a bid to purchase the Bonds serves as acknowledgement and acceptance of the terms of the Good Faith Deposit requirement.

* Preliminary, subject to change.
The Good Faith Deposit so wired will be retained by the City until the delivery of the Bonds, at which time the Good Faith Deposit will be applied against the purchase price of the Bonds or the good faith deposit will be retained by the City as partial liquidated damages in the event of the failure of the successful bidder to take up and pay for such Bonds in compliance with the terms of the Official Notice of Sale and of its bid. No interest on the good faith deposit will be paid by the City. The balance of the purchase price must be wired in federal funds to the account detailed in the closing memorandum, simultaneously with delivery of the Bonds.

Insurance on Bonds. In the event the successful bidder obtains a bond insurance policy for all or a portion of the Bonds, by or on behalf of it or any other member of its underwriting group, the successful bidder is responsible for making sure that disclosure information is provided about the credit enhancement provider (for example, through a wrapper to the Official Statement). The City will cooperate with the successful bidder in this manner. The costs of obtaining any bond insurance policy and the costs of providing disclosure information about the credit enhancement provider shall be paid by the successful bidder. In addition, the successful bidder will be required, as a condition for delivery of the Bonds, to certify that the premium will be less than the present value of the interest expected to be saved as a result of such insurance.

Electronic Bidding. The City assumes no responsibility or liability for electronic bids. If any provisions in this Official Notice of Sale conflict with information provided by Parity®, this Official Notice of Sale shall control. Further information about the electronic bidding service providers, including any fee charged and applicable requirements, may be obtained from:

Parity®/IPREO
1359 Broadway, 2nd Floor
New York, New York  10018
(212) 849-5021 phone

Award. Unless all bids are rejected, the Bonds will be awarded to the bidder whose proposal shall result in the lowest true interest cost to the City. The true interest cost is computed as the discount rate which, when used with semiannual compounding to determine the present worth of the principal and interest payments as of the date of the Bonds, produces an amount equal to the purchase price. If two or more bids provide the same lowest true interest rate, the City shall determine which proposal shall be accepted, and such determination shall be final. A computation by the bidder of such true interest cost rate contained in any bid shall be for information only and shall not constitute a part of the bid. The purchaser shall pay accrued interest from the date of the Bonds to the date of delivery and payment of the purchase price.

Delivery. The Bonds will be delivered in typewritten form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, securities depository of the Bonds for the establishment of book-entry accounts at the direction of the successful bidder, within approximately 45 days after the award. Payment at the time of delivery must be made in federal or other immediately available funds. In the event delivery is not made within 45 days after the date of the sale of the Bonds, the successful bidder may, prior to tender of the Bonds, at its option, be relieved of its obligation under the contract to purchase the Bonds and its good faith check shall be returned, but no interest shall be allowed thereon. Delivery of the Bonds is currently anticipated to be on or about [August 7, 2018].

Legal Opinion. The successful bidder will be furnished without cost, the unqualified approving legal opinion of Chapman and Cutler LLP, Chicago, Illinois, Bond Counsel. By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the City in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder consents to and waives any conflict of interest arising from any adverse position to the City in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

CUSIP Numbers. The City will assume no obligation for the assignment of CUSIP numbers on the Bonds or for the correctness of any numbers printed thereon. The City will permit such numbers to be assigned and printed at the
expense of the original purchaser, but neither the failure to print such numbers on any Bonds nor any error with respect thereto will constitute cause for failure or refusal by the original purchaser to accept delivery of the Bonds.

**Official Statement.** Upon the sale of the Bonds, the City will publish an Official Statement in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. Promptly after the sale date, but in no event later than seven business days after such date, the City will provide the successful bidder with up to 25 copies of the final Official Statement without cost. The successful bidder agrees to supply to the City all necessary pricing information and any underwriter identification necessary to complete the final Official Statement within 24 hours after the award of Bonds.

**Certification Regarding Official Statement.** The City will deliver, at closing, a certificate, executed by appropriate officers of the City acting in their official capacities, to the effect that the facts contained in the Official Statement relating to the City and the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

**Undertaking to Provide Continuing Disclosure.** A Continuing Disclosure Undertaking will be delivered at closing setting forth the details and terms of the City’s undertaking and such Continuing Disclosure Undertaking is a condition of closing. In order to assist bidders in complying with SEC Rule 15c2-12, as amended, the City will covenant to undertake (pursuant to a Resolution adopted by the City Council), to provide annual reports and timely notice of certain events for the benefit of holders of the Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Undertaking to be executed and delivered by the City, a form of which is included in the Preliminary Official Statement and in the final Official Statement.

**Transcript of Proceedings.** A transcript of the proceedings relative to the issuance of the Bonds will be furnished to the successful bidder without cost, including a Closing Certificate stating that there is no litigation pending or threatened affecting the validity of or the security for the Bonds.

**Irregularities.** The City Council reserves the right to reject any and all bids and to waive any and all irregularities.

**Information.** The Preliminary Official Statement can be viewed on the worldwide web at www.i-dealprospectus.com or copies of the Preliminary Official Statement and additional information may be obtained by addressing inquiries to the City’s financial advisor, PFM Financial Advisors LLC, 222 N. LaSalle St., Suite 910, Chicago, Illinois 60601, Attention: ____., or faxed to (312)____-____.

* * * * *
BID FORM

$20,270,000*
GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018A
CITY OF EVANSTON, COOK COUNTY, ILLINOIS

City of Evanston, Illinois

c/o PFM Financial Advisors LLC (Fax: ____/____-____)  

Sale Date: July 24, 2018

For all or none of the principal amount of $20,270,000* General Obligation Corporate Purpose Bonds, Series 2018A (the “Bonds”) legally issued and as described in the Official Notice of Sale, we will pay the City $_____________ (not less than 100.0% nor more than 104.0% of par) plus accrued interest on the total principal amount of the Bonds to date of delivery, provided the Bonds bear the following interest rates:

<table>
<thead>
<tr>
<th>Year</th>
<th>Original Amount*</th>
<th>Rate</th>
<th>Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>$ 570,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2023</td>
<td>595,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2024</td>
<td>580,000</td>
<td>%</td>
<td>%</td>
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<tr>
<td>2025</td>
<td>605,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2026</td>
<td>635,000</td>
<td>%</td>
<td>%</td>
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<tr>
<td>2027</td>
<td>670,000</td>
<td>%</td>
<td>%</td>
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<td>700,000</td>
<td>%</td>
<td>%</td>
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<td>2029</td>
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<td>%</td>
<td>%</td>
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<td>%</td>
<td>%</td>
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<td>815,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2032</td>
<td>855,000</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Original Amount*</th>
<th>Rate</th>
<th>Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>2033</td>
<td>$ 895,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2034</td>
<td>940,000</td>
<td>%</td>
<td>%</td>
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<td>2035</td>
<td>990,000</td>
<td>%</td>
<td>%</td>
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<tr>
<td>2036</td>
<td>1,040,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2037</td>
<td>1,090,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2038</td>
<td>1,145,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2039</td>
<td>1,200,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2040</td>
<td>1,260,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2041</td>
<td>1,325,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2042</td>
<td>1,390,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2043</td>
<td>1,460,000</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

* Preliminary, subject to change.

The Bonds mature on December 1 in each of the years as indicated above and interest is payable June 1 and December 1 of each year, commencing December 1, 2018. The Bonds maturing on December 1, 2028, and thereafter are subject to redemption prior to maturity at the option of the City on June 1, 2028 and any date thereafter.

In making this offer, we accept the terms and conditions as defined in the Official Notice of Sale published in the Preliminary Official Statement dated ___, 2018. In submitting this bid, we represent that (i) this bid constitutes a firm offer to purchase the Bonds on the terms set forth in this bid from and the Official Notice of Sale and is not subject to any conditions, except as permitted by the Official Notice of Sale, and (ii) we have an established industry reputation for underwriting new issuances of municipal bonds and notes. All blank spaces of this offer are intentional and are not to be construed as an omission. Our good faith deposit in the amount of $202,700* will be wired in federal funds to the City within two hours after verbal award is made according to the Official Notice of Sale.

Respectfully submitted,

[Signature]
Account Manager

[Signature]
Peter Anderson

The foregoing offer is hereby accepted by and on behalf of City of Evanston, Cook County, Illinois, this 24th day of July, 2018.

Stephen H. Hagerty, Mayor
Devon Reid, City Clerk
BID FORM

$15,285,000*
GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018B
CITY OF EVANSTON, COOK COUNTY, ILLINOIS

City of Evanston, Illinois  
Sale Date: July 24, 2018

c/o PFM Financial Advisors LLC (Fax: ____/____-____)

For all or none of the principal amount of $15,285,000* General Obligation Corporate Purpose Bonds, Series 2018B (the “Bonds”) legally issued and as described in the Official Notice of Sale, we will pay the City $______________ (not less than 100.0% nor more than 104.0% of par) plus accrued interest on the total principal amount of the Bonds to date of delivery, provided the Bonds bear the following interest rates:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount*</th>
<th>Rate</th>
<th>Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>$ 180,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2023</td>
<td>185,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2024</td>
<td>690,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2025</td>
<td>725,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2026</td>
<td>760,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2027</td>
<td>800,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2028</td>
<td>840,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2029</td>
<td>885,000</td>
<td>%</td>
<td>%</td>
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<td>2030</td>
<td>925,000</td>
<td>%</td>
<td>%</td>
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<tr>
<td>2031</td>
<td>$ 975,000</td>
<td>%</td>
<td>%</td>
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<td>2032</td>
<td>1,020,000</td>
<td>%</td>
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<td>2033</td>
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<td>%</td>
<td>%</td>
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<td>2036</td>
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<td>2038</td>
<td>1,370,000</td>
<td>%</td>
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</tr>
<tr>
<td>2039</td>
<td>1,435,000</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

* Preliminary, subject to change.

The Bonds mature on December 1 in each of the years as indicated above and interest is payable June 1 and December 1 of each year, commencing December 1, 2018. The Bonds maturing on December 1, 2028, and thereafter are subject to redemption prior to maturity at the option of the City on June 1, 2028 and any date thereafter.

In making this offer, we accept the terms and conditions as defined in the Official Notice of Sale published in the Preliminary Official Statement dated ____ , 2018. In submitting this bid, we represent that (i) this bid constitutes a firm offer to purchase the Bonds on the terms set forth in this bid from and the Official Notice of Sale and is not subject to any conditions, except as permitted by the Official Notice of Sale, and (ii) we have an established industry reputation for underwriting new issuances of municipal bonds and notes. All blank spaces of this offer are intentional and are not to be construed as an omission. Our good faith deposit in the amount of $152,850* will be wired in federal funds to the City within two hours after verbal award is made according to the Official Notice of Sale.

Explanatory Note: According to our computation this bid involves the following:

- Net Interest Cost
- True Interest Rate (TIC)

Respectfully submitted,

______________________________
Account Manager

The foregoing offer is hereby accepted by and on behalf of City of Evanston, Cook County, Illinois, this 24th day of July, 2018.

______________________________  
Stephen H. Hagerty, Mayor

______________________________  
Devon Reid, City Clerk

C:\1230938.3
BID FORM

$7,890,000*
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018C
CITY OF EVANSTON, COOK COUNTY, ILLINOIS

City of Evanston, Illinois

c/o PFM Financial Advisors LLC (Fax: ___/___-____)

For all or none of the principal amount of $7,890,000* General Obligation Refunding Bonds, Series 2018C (the “Bonds”) legally issued and as described in the Official Notice of Sale, we will pay the City $____________ (not less than 100.0% nor more than 104.0% of par) plus accrued interest on the total principal amount of the Bonds to date of delivery, provided the Bonds bear the following interest rates:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount*</th>
<th>Rate</th>
<th>Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$ 555,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2020</td>
<td>645,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2021</td>
<td>1,070,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2022</td>
<td>690,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2023</td>
<td>725,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2024</td>
<td>760,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2025</td>
<td>800,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2026</td>
<td>840,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2027</td>
<td>880,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2028</td>
<td>925,000</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

*Preliminary, subject to change.

The Bonds mature on December 1 in each of the years as indicated above and interest is payable June 1 and December 1 of each year, commencing December 1, 2018. The Bonds are not subject to optional redemption.

In making this offer, we accept the terms and conditions as defined in the Official Notice of Sale published in the Preliminary Official Statement dated _____, 2018. All blank spaces of this offer are intentional and are not to be construed as an omission. Our good faith deposit in the amount of $78,900* will be wired in federal funds to the City within two hours after verbal award is made according to the Official Notice of Sale.

NOT PART OF THE BID

Explanatory Note: According to our computation this bid involves the following:

Net Interest Cost

True Interest Rate (TIC)

Respectfully submitted,

________________________
Account Manager

The foregoing offer is hereby accepted by and on behalf of City of Evanston, Cook County, Illinois, this 24th day of July, 2018.

________________________
Stephen H. Hagerty, Mayor

________________________
Devon Reid, City Clerk

194 of 632
BID FORM

$3,595,000*

TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018D

CITY OF EVANSTON, COOK COUNTY, ILLINOIS

City of Evanston, Illinois

c/o PFM Financial Advisors LLC (Fax: ___/___-___)

Sale Date:  July 24, 2018

For all or none of the principal amount of $3,595,000* Taxable General Obligation Corporate Purpose Bonds, Series 2018D (the “Bonds”) legally issued and as described in the Official Notice of Sale, we will pay the City $____________ (not less than 100.0% nor more than 104.0% of par) plus accrued interest on the total principal amount of the Bonds to date of delivery, provided the Bonds bear the following interest rates:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount*</th>
<th>Rate</th>
<th>Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>$180,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2023</td>
<td>185,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2024</td>
<td>165,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2025</td>
<td>170,000</td>
<td>%</td>
<td>%</td>
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<tr>
<td>2026</td>
<td>175,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2027</td>
<td>180,000</td>
<td>%</td>
<td>%</td>
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<tr>
<td>2028</td>
<td>190,000</td>
<td>%</td>
<td>%</td>
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<tr>
<td>2029</td>
<td>195,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2030</td>
<td>205,000</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

Year | Amount* | Rate | Yield |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2031</td>
<td>$210,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2032</td>
<td>220,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2033</td>
<td>230,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2034</td>
<td>240,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2035</td>
<td>245,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2036</td>
<td>255,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2037</td>
<td>270,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2038</td>
<td>280,000</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

* Preliminary, subject to change.

The Bonds mature on December 1 in each of the years as indicated above and interest is payable June 1 and December 1 of each year, commencing December 1, 2018. The Bonds are not subject to optional redemption.

In making this offer, we accept the terms and conditions as defined in the Official Notice of Sale published in the Preliminary Official Statement dated ____, 2018. In submitting this bid, we represent that (i) this bid constitutes a firm offer to purchase the Bonds on the terms set forth in this bid from and the Official Notice of Sale and is not subject to any conditions, except as permitted by the Official Notice of Sale, and (ii) we have an established industry reputation for underwriting new issuances of municipal bonds and notes. All blank spaces of this offer are intentional and are not to be construed as an omission. Our good faith deposit in the amount of $35,950* will be wired in federal funds to the City within two hours after verbal award is made according to the Official Notice of Sale.

NOT PART OF THE BID

Explanatory Note: According to our computation this bid involves the following:

- Net Interest Cost
- True Interest Rate (TIC)

Respectfully submitted,

__________________________________________
Account Manager

The foregoing offer is hereby accepted by and on behalf of City of Evanston, Cook County, Illinois, this 24th day of July, 2018.

__________________________________________
Stephen H. Hagerty, Mayor

__________________________________________
Devon Reid, City Clerk
STATE OF ILLINOIS

COUNTY OF COOK

BOND ORDER

IN CONNECTION WITH THE ISSUANCE OF
$[2018A PAR] GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018A
$[2018B PAR] GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018B
$[2018C PAR] GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018C
$[2018D PAR] TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018D

To: City Council
       City of Evanston, Cook County, Illinois
       County Clerk of The County of Cook, Illinois

GREETINGS:

We are pleased to advise you as follows:

A. Sale. Please be advised that the City Council (the “Corporate Authorities”) of the City of Evanston, Cook County Illinois (the “City”), has heretofore adopted on the 9th day of July, 2018, a bond ordinance entitled:

AN ORDINANCE providing for the issuance of one or more series of not to exceed $50,000,000 General Obligation Corporate Purpose Bonds, Series 2018A, to finance the construction and equipment of a new Robert Crown Community Center, Ice Complex and Library Center, one or more series of not to exceed $20,000,000 General Obligation Corporate Purpose Bonds, Series 2018B, for capital improvements, one or more series of not to exceed $10,000,000 General Obligation Refunding Bonds, Series 2018C, for refunding purposes and one or more series of not to exceed $5,000,000 Taxable General Obligation Corporate Purpose Bonds, Series 2018D, for redevelopment projects, of the City of Evanston, Cook County, Illinois, authorizing the execution of one or more bond orders in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of
an escrow agreement in connection with said refunding bonds, and
authorizing and directing the sale of said bonds at public competitive
sale.

(the “2018 Bond Ordinance”), which authorizes the issuance of (i) one or more series of General
Obligation Corporate Purpose Bonds, Series 2018A, of the City (the “2018A Bonds”) for the purpose of
financing the construction and equipment of a new Robert Crown Community Center, Ice Complex and
Library Center and paying costs related to the issuance of the 2018A Bonds; (ii) one or more series of
General Obligation Corporate Purpose Bonds, Series 2018B, of the City (the “2018B Bonds”) for the
purpose of providing for various capital improvements at various locations throughout the City,
including certain capital expenditures as detailed for the year 2018 in the City’s Capital Improvement
Plan, as adopted and amended from time to time by the Corporate Authorities and paying costs related
to the issuance of the 2018B Bonds, (iii) one or more series of General Obligation Refunding Bonds,
Series 2018C, of the City (the “2018C Bonds”) for the purpose of refunding a portion of the City’s
and paying costs related to the issuance of the 2018C Bonds and (iv) one or more series of Taxable
General Obligation Corporate Purpose Bonds, Series 2018D, of the City (the “2018D Bonds” and
collectively with the 2018A Bonds, the 2018B Bonds and the 2018C Bonds, the “Bonds”) for the purpose
of providing for redevelopment projects within certain tax increment financing districts throughout the
City, and paying costs related to the issuance of the 2018D Bonds. Terms used but not defined herein
shall have the same meanings as terms defined in the 2018 Bond Ordinance.

1. Responsive to authority contained in the 2018 Bond Ordinance, the undersigned City
Manager and Mayor have sold the 2018A Bonds in the aggregate principal amount of $[2018A Par] to
the purchaser thereof, namely, ________________, __________________ (the “2018A Purchaser”),
pursuant to an Official Notice of Sale and an official Bid Form between the City and the 2018A Purchaser
after a public competitive sale of the 2018A Bonds, held on the date hereof (the “2018A Bond Purchase
Agreement”), at a price of $________________ (representing par, plus original issue premium in the amount of $_____________ and less a purchaser’s discount of $____________). The 2018A Bonds are [Tax-exempt][Taxable] Bonds (as defined in the 2018 Bond Ordinance).

2. Responsive to authority contained in the 2018 Bond Ordinance, the undersigned City Manager and Mayor have sold the 2018B Bonds in the aggregate principal amount of $[2018B Par] to the purchaser thereof, namely, ______________, ________________ (the “2018B Purchaser”), pursuant to an Official Notice of Sale and an official Bid Form between the City and the 2018B Purchaser after a public competitive sale of the 2018B Bonds, held on the date hereof (the “2018B Bond Purchase Agreement”), at a price of $________________ (representing par, plus original issue premium in the amount of $_____________ and less a purchaser’s discount of $____________).

3. Responsive to authority contained in the 2018 Bond Ordinance, the undersigned City Manager and Mayor have sold the 2018C Bonds in the aggregate principal amount of $[2018C Par] to the purchaser thereof, namely, ______________, ________________ (the “2018C Purchaser”), pursuant to an Official Notice of Sale and an official Bid Form between the City and the 2018C Purchaser after a public competitive sale of the 2018C Bonds, held on the date hereof (the “2018C Bond Purchase Agreement”), at a price of $[2018C Par] (representing par, plus original issue premium in the amount of $_____________ and less a purchaser’s discount of $____________).

4. Responsive to authority contained in the 2018 Bond Ordinance, the undersigned City Manager and Mayor have sold the 2018D Bonds in the aggregate principal amount of $[2018D Par] to the purchaser thereof, namely, ______________, ________________ (the “2018D Purchaser” and collectively with the 2018A Purchaser, the 2018B Purchaser and the 2018C Purchaser, the “Purchasers”), pursuant to an Official Notice of Sale and an official Bid Form between the City and the 2018D Purchaser after a public competitive sale of the 2018D Bonds, held on the date hereof (the “2018D Bond Purchase Agreement”).
“Agreement” and collectively with the 2018A Bond Purchase Agreement, the 2018B Bond Purchase Agreement and the 2018C Bond Purchase Agreement, the “Bond Purchase Agreements”), at a price of $[2018D Par] (representing par, plus original issue premium in the amount of $_______________ and less a purchaser’s discount of $_______________).

5. The price to be paid to the City for each Series of the Bonds is not less than ________% of the par amount of the respective Series of the Bonds.

B. FINDINGS

The following further conditions have also been met:

1. 2018A BONDS. (a) We have received the required certificates and reports of the Financial Advisors supporting our statements herein. (b) The 2018A Bonds do not exceed the maximum authorized amount of $50,000,000. (c) No interest rate on the 2018A Bonds exceeds 5.0% per annum. (d) The final maturity date of the 2018A Bonds does not extend past December 1, 2043. (e) The sum of the principal of and interest on the 2018A Bonds due (or subject to mandatory redemption) in any given annual period from December 2 to the following December 1 (a “Bond Year”) does not exceed $4,000,000. (f) The terms of the 2018A Bonds are fair and reasonable in light of current conditions in the market for tax-exempt obligations such as the 2018A Bonds.

2. 2018B BONDS. (a) We have received the required certificates and reports of the Financial Advisors supporting our statements herein. (b) The 2018B Bonds do not exceed the maximum authorized amount of $20,000,000. (c) No interest rate on the 2018B Bonds exceeds 5.0% per annum. (d) The final maturity date of the 2018B Bonds does not extend past December 1, 2038. (e) The sum of the principal of and interest on the 2018B Bonds due (or subject to mandatory redemption) in any Bond Year does not exceed $2,000,000. (f) The terms of the 2018B
Bonds are fair and reasonable in light of current conditions in the market for tax-exempt obligations such as the 2018B Bonds.

3. 2018C BONDS. (a) We have received the required certificates and reports of the Financial Advisors supporting our statements herein. (b) The 2018C Bonds do not exceed the maximum authorized amount of 10,000,000. (c) No interest rate on the 2018C Bonds exceeds 5.0% per annum. (d) The final maturity date of the 2018C Bonds does not extend past December 1, 2028. (e) The sum of the principal of and interest on the 2018C Bonds due (or subject to mandatory redemption) in any given Bond Year does not exceed $2,000,000. (f) The terms of the 2018C Bonds are fair and reasonable in light of current conditions in the market for tax-exempt obligations such as the 2018C Bonds. (g) The savings accomplished by the Refunding is not less than 3.0% of the par amount of the Refunded Bonds. (h) The Prior Bonds selected for redemption are as set forth in Exhibit III attached hereto and made a part hereof.

4. 2018D BONDS. (a) We have received the required certificates and reports of the Financial Advisors supporting our statements herein. (b) The 2018D Bonds do not exceed the maximum authorized amount of $5,000,000. (c) No interest rate on the 2018D Bonds exceeds 5.0% per annum. (d) The final maturity date of the 2018D Bonds does not extend past December 1, 2038. (e) The sum of the principal of and interest on the 2018D Bonds due (or subject to mandatory redemption) in any Bond Year does not exceed $500,000. (f) The terms of the 2018D Bonds are fair and reasonable in light of current conditions in the market for taxable obligations such as the 2018D Bonds.

C. NO CONFLICTS

No person responsible for the sale of either Series of the Bonds (being the undersigned, the Assistant City Manager, the Treasurer, the Director of Administrative Services, and the Corporation
Counsel) and holding any office of the City, either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in any of the Bond Purchase Agreements with any of the Purchasers for the sale of the Bonds.

D. TERMS OF THE BONDS

The 2018A Bonds shall be designated “General Obligation Corporate Purpose Bonds, Series 2018A.” Pursuant to the terms of the 2018A Bond Purchase Agreement, the 2018A Bonds shall be issued in the amount of $[2018A Par]; shall be dated as of the date of delivery thereof; and shall have the further terms as is set forth in Exhibit I attached hereto and incorporated herein by reference. The 2018B Bonds shall be designated “General Obligation Corporate Purpose Bonds, Series 2018B.” Pursuant to the terms of the 2018B Bond Purchase Agreement, the 2018B Bonds shall be issued in the amount of $[2018B Par]; shall be dated as of the date of delivery thereof; and shall have the further terms as is set forth in Exhibit I attached hereto and incorporated herein by reference. The 2018C Bonds shall be designated “General Obligation Refunding Bonds, Series 2018C.” Pursuant to the terms of the 2018C Bond Purchase Agreement, the 2018C Bonds shall be issued in the amount of $[2018C Par]; shall be dated as of the date of delivery thereof; and shall have the further terms as is set forth in Exhibit I attached hereto and incorporated herein by reference. The 2018D Bonds shall be designated “Taxable General Obligation Corporate Purpose Bonds, Series 2018D.” Pursuant to the terms of the 2018D Bond Purchase Agreement, the 2018D Bonds shall be issued in the amount of $[2018D Par]; shall be dated as of the date of delivery thereof; and shall have the further terms as is set forth in Exhibit I attached hereto and incorporated herein by reference.

The 2018A Bonds, 2018B Bonds and 2018C Bonds are being issued as Tax-Exempt Bonds and the 2018D Bonds are being issued as Taxable Bonds.
E. **Taxes**

Section 11 of the 2018 Bond Ordinance provides for direct annual taxes sufficient to pay the principal of and interest on each Series of the Bonds promptly when and as the same falls due at maturity or as subject to mandatory redemption. Please be further advised that the Bonds were sold on terms resulting in a final schedule of taxes levied and to be extended as set forth in *Exhibit II* attached hereto and incorporated herein by reference.

F. **Bond Insurance**

The Purchasers have not requested and no Bond Insurance has been procured as of the date hereof for the payment of principal of and interest on the Bonds.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
G. DEPOSITS INTO FUNDS

At the time of execution of this Bond Order, the proceeds of the Bonds are expected to be used substantially as follows:

**2018A BONDS**

Derived as follows:  

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>Par Amount</td>
</tr>
<tr>
<td>(2)</td>
<td>Reoffering Premium (+)</td>
</tr>
<tr>
<td>(3)</td>
<td>Purchaser’s Discount (-)</td>
</tr>
<tr>
<td>(4)</td>
<td>Purchase Price (=)</td>
</tr>
<tr>
<td>(5)</td>
<td>Total Received by City (=)</td>
</tr>
</tbody>
</table>

Allocated or spent as follows:  

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Costs of Issuance to be paid directly or to 2018A Expense Fund</td>
</tr>
<tr>
<td>(b)</td>
<td>Deposit to Robert Crown Project Fund</td>
</tr>
<tr>
<td>(c)</td>
<td>Total (=)</td>
</tr>
</tbody>
</table>

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
## 2018B Bonds

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>Par Amount</td>
<td>[2018B Par].00</td>
</tr>
<tr>
<td>(2)</td>
<td>Reoffering Premium (+)</td>
<td>___________</td>
</tr>
<tr>
<td>(3)</td>
<td>Purchaser’s Discount (-)</td>
<td>___________</td>
</tr>
<tr>
<td>(4)</td>
<td>Purchase Price (=)</td>
<td>___________</td>
</tr>
<tr>
<td>(5)</td>
<td>Total Received by City (=)</td>
<td>___________</td>
</tr>
</tbody>
</table>

Allocated or spent as follows: ($)

(a) Costs of Issuance to be paid directly or to 2018B Expense Fund: ___________  
(b) Deposit to Capital Improvement Project Fund: ___________  
(c) Total (=): ___________  

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
### 2018 C BONDS

Derived as follows:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Par Amount</td>
</tr>
<tr>
<td>2</td>
<td>Reoffering Premium (+)</td>
</tr>
<tr>
<td>3</td>
<td>Purchaser’s Discount (-)</td>
</tr>
<tr>
<td>4</td>
<td>Purchase Price (=)</td>
</tr>
<tr>
<td>5</td>
<td>Total Received by City (=)</td>
</tr>
</tbody>
</table>

Allocated or spent as follows:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Costs of Issuance to be paid directly or to 2018C Expense Fund</td>
</tr>
<tr>
<td>b</td>
<td>Deposit with Paying Agent for Prior Bonds</td>
</tr>
<tr>
<td>c</td>
<td>Contingency (for costs of issuance, or, if not needed, to 2018C Bond Fund)</td>
</tr>
<tr>
<td>d</td>
<td>Total (=)</td>
</tr>
</tbody>
</table>

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
## 2018D Bonds

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Par Amount</td>
<td>[2018D Par].00</td>
</tr>
<tr>
<td>2</td>
<td>Reoffering Premium (+)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Purchaser’s Discount (-)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Purchase Price (=)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Total Received by City (=)</td>
<td></td>
</tr>
</tbody>
</table>

Allocated or spent as follows: ($)

| (a) | Costs of Issuance to be paid directly or to 2018D Expense Fund |              |
| (b) | Deposit to TIF Project Fund                                   |              |
| (c) | Total (=)                                                    |              |

### H. Bond Registrar

The Bond Registrar and Paying Agent for the Bonds is ________________________.

### I. Records

Finally, please be advised that this Bond Order shall be entered into the records of the City and made available to all members of the Corporate Authorities at a public meeting thereof held after the date hereof.
Respectfully submitted as of this ___ day of July, 2018.

___________________________________________
Wally Bobkiewicz, City Manager

___________________________________________
Stephen H. Hagerty, Mayor

ACKNOWLEDGMENT OF FILING

Filed in the office of the City Clerk of the City of Evanston, Cook County, Illinois, this ___ day of July, 2018.

___________________________________________
City Clerk
City of Evanston
Cook County, Illinois
**EXHIBITS:**

<table>
<thead>
<tr>
<th>EXHIBIT</th>
<th>DESCRIBES</th>
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</thead>
<tbody>
<tr>
<td>I</td>
<td>Terms of the Bonds</td>
</tr>
<tr>
<td>II</td>
<td>Taxes to be levied for the Bonds</td>
</tr>
<tr>
<td>III</td>
<td>Refunded Bonds</td>
</tr>
</tbody>
</table>
EXHIBIT I

TERMS OF THE BONDS

THE 2018A BONDS

The 2018A Bonds are due serially on December 1 of the years and in the amounts and bear interest at the rates percent per annum as follows:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT ($)</th>
<th>RATE (%)</th>
</tr>
</thead>
</table>

Each of the 2018A Bonds bears interest from the later of the dated date as stated above or from the most recent interest payment date to which interest has been paid or duly provided for, until the
principal amount of such 2018A Bond, respectively, is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on ____________ 1, 20__. 

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Mandatory Redemption. [The 2018A Bonds are not subject to mandatory redemption.][The 2018A Bonds due on December 1, 20__, are subject to mandatory redemption, in integral multiples of $5,000 selected by lot by the Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years and in the principal amounts as follows:
Optional Redemption. [The 2018A Bonds are not subject to optional redemption.][The 2018A Bonds maturing on or after December 1, 20___, are subject to redemption at the option of the City, in whole or in part, in any order of maturity and if in part, in principal amounts that are integral multiples of $5,000 and as applicable to any mandatory redemption requirement as the City may determine, on any date on or after December 1, 20___, at a price equal to par plus accrued interest to the date fixed for redemption.]

THE 2018B BONDS

The 2018B Bonds are due serially on December 1 of the years and in the amounts and bear interest at the rates percent per annum as follows:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT ($)</th>
<th>RATE (%)</th>
</tr>
</thead>
</table>

Each of the 2018B Bonds bears interest from the later of the dated date as stated above or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such 2018B Bond, respectively, is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on __________ 1, 20__.
2018B BOND REDEMPTION

Mandatory Redemption.  [The 2018B Bonds are not subject to mandatory redemption.][The 2018B Bonds due on December 1, 20__, are subject to mandatory redemption, in integral multiples of $5,000 selected by lot by the Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years and in the principal amounts as follows:
Optional Redemption. [The 2018B Bonds are not subject to optional redemption.][The 2018B Bonds maturing on or after December 1, 20__, are subject to redemption at the option of the City, in whole or in part, in any order of maturity and if in part, in principal amounts that are integral multiples of $5,000 and as applicable to any mandatory redemption requirement as the City may determine, on any date on or after December 1, 20__, at a price equal to par plus accrued interest to the date fixed for redemption.]

THE 2018C BONDS

The 2018C Bonds are due serially on December 1 of the years and in the amounts and bear interest at the rates percent per annum as follows:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT ($)</th>
<th>RATE (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Each of the 2018C Bonds bears interest from the later of the dated date as stated above or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such 2018C Bond, respectively, is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on ________ 1, 20__.

2018C BOND REDEMPTION

Mandatory Redemption. [The 2018C Bonds are not subject to mandatory redemption.][The 2018C Bonds due on December 1, 20__, are subject to mandatory redemption, in integral multiples of $5,000 selected by lot by the Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years and in the principal amounts as follows:
Optional Redemption.  [The 2018C Bonds are not subject to optional redemption.][The 2018C Bonds maturing on or after December 1, 20__, are subject to redemption at the option of the City, in whole or in part, in any order of maturity and if in part, in principal amounts that are integral multiples of $5,000 and as applicable to any mandatory redemption requirement as the City may determine, on any date on or after December 1, 20__, at a price equal to par plus accrued interest to the date fixed for redemption.]

The 2018D Bonds

The 2018D Bonds are due serially on December 1 of the years and in the amounts and bear interest at the rates percent per annum as follows:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT ($)</th>
<th>RATE (%)</th>
</tr>
</thead>
</table>

Each of the 2018D Bonds bears interest from the later of the dated date as stated above or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such 2018D Bond, respectively, is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on __________ 1, 20__.
**Mandatory Redemption.** [The 2018D Bonds are not subject to mandatory redemption.][The 2018D Bonds due on December 1, 20__, are subject to mandatory redemption, in integral multiples of $5,000 selected by lot by the Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years and in the principal amounts as follows:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>PRINCIPAL AMOUNT</th>
</tr>
</thead>
</table>

**Optional Redemption.** [The 2018D Bonds are not subject to optional redemption.][The 2018D Bonds maturing on or after December 1, 20__, are subject to redemption at the option of the City, in whole or in part, in any order of maturity and if in part, in principal amounts that are integral multiples of $5,000 and as applicable to any mandatory redemption requirement as the City may determine, on any date on or after December 1, 20__, at a price equal to par plus accrued interest to the date fixed for redemption.]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
EXHIBIT II

TAX LEVY FOR BONDS

THE 2018A BONDS
<table>
<thead>
<tr>
<th>YEAR</th>
<th>A TAX SUFFICIENT TO PRODUCE THE DOLLAR ($) AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$ for interest and principal up to and including December 1, 2019</td>
</tr>
</tbody>
</table>
THE 2018B BONDS

<table>
<thead>
<tr>
<th>YEAR</th>
<th>A TAX SUFFICIENT TO PRODUCE THE DOLLAR ($) AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$ for interest and principal up to and including December 1, 2019</td>
</tr>
</tbody>
</table>

THE 2018C BONDS
<table>
<thead>
<tr>
<th>YEAR</th>
<th>A TAX SUFFICIENT TO PRODUCE THE DOLLAR ($) AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$</td>
</tr>
</tbody>
</table>

for interest and principal up to and including December 1, 2019
<table>
<thead>
<tr>
<th>YEAR</th>
<th>A TAX SUFFICIENT TO PRODUCE THE DOLLAR ($) AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$ for interest and principal up to and including December 1, 2019</td>
</tr>
</tbody>
</table>
EXHIBIT III

DESCRIPTION OF THE REFUNDED BONDS
NOTIFICATION OF BOND TERMS AND
DIRECTION FOR COLLECTION OF TAXES

$[2018A Par] General Obligation Corporate Purpose Bonds, Series 2018A
$[2018D Par] Taxable General Obligation Corporate Purpose Bonds, Series 2018D

TO: THE COUNTY CLERK OF THE COUNTY OF COOK, ILLINOIS: GREETINGS.

Please take note of the advice and terms on the attached Bond Order (the “Bond Order”), dated as of the ___ day of July, 2018, for the aggregate principal amount of $[2018A Par] General Obligation Corporate Purpose Bonds, Series 2018A, $[2018B Par] General Obligation Corporate Purpose Bonds, Series 2018B, $[2018C Par] General Obligation Refunding Bonds, Series 2018C, and $[2018D Par] Taxable General Obligation Corporate Purpose Bonds, Series 2018D, of the City of Evanston, Cook County, Illinois (the “City”), which Bond Order has been executed by the City Manager and the Mayor. Terms used herein are by reference to the Bond Order.

YOU ARE ACCORDINGLY ORDERED AND DIRECTED to collect taxes, levied in the bond ordinance authorizing the issuance of the Bonds, as enumerated in the Bond Order.
IN WITNESS WHEREOF we hereunto affix our official signatures as of this ___ day of July, 2018.

_________________________________________
City Manager
City of Evanston
Cook County, Illinois

_________________________________________
Mayor
City of Evanston
Cook County, Illinois
STATE OF ILLINOIS  
COUNTY OF COOK  

FILING CERTIFICATE
$[2018A Par] GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018A
$[2018B Par] GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018B
$[2018C Par] GENERAL OBLIGATION REFINDDING BONDS, SERIES 2018C
$[2018D Par] TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018D

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting County Clerk of The County of Cook, Illinois (the “County”), and as such officer I do further certify that on the ___ day of ______________, 2018, there was filed in my office as County Clerk a BOND ORDER IN CONNECTION WITH THE ISSUANCE OF $[2018A Par] GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018A, $[2018B Par] GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018B, $[2018C Par] GENERAL OBLIGATION REFINDDING BONDS, SERIES 2018C, AND $[2018D Par] TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018D, of the City of Evanston, Cook County, Illinois (the “City”), which Bond Order has been executed by the City Manager and the Mayor, has been dated as of the ___ day of July, 2018, and is accompanied by a NOTIFICATION OF BOND TERMS AND DIRECTION FOR COLLECTION OF TAXES, signed by said officers of said City, each as attached hereto, and that said Bond Order and said Notification of Bond Terms and Direction for Collection of Taxes have each been placed on file in and do appear in the records of my office; and that, further, said taxes levied for the payment of said City’s General Obligation Corporate Purpose Bonds, Series 2018A, General Obligation Corporate Purpose Bonds, Series 2018B, General Obligation Refunding Bonds, Series 2018C, and Taxable General Obligation Corporate Purpose Bonds, Series 2018D, will be extended for collection as provided in said Bond Order.
IN WITNESS WHEREOF I hereunto affix my official signature and the seal of The County of Cook, Illinois, this ____ day of _____________, 2018.

_________________________________________
County Clerk of
The County of Cook, Illinois

[SEAL]
STATE OF ILLINOIS

) SS

COUNTY OF COOK

) SS

AVAILABILITY OF BOND ORDER

$[2018A Par] GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018A
$[2018B Par] GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018B
$[2018C Par] GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018C
$[2018D Par] TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018D

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Evanston, Cook County, Illinois (the “City”), and as such official I am the keeper of the official books, records, minutes and files of the City and of the City Council thereof (the “Corporate Authorities”).


IN WITNESS WHEREOF I hereunto affix my official signature, this ___ day of July, 2018.

________________________________________
City Clerk

City of Evanston,
Cook County, Illinois
__________ ___, 2018

_____________________
_____________________

Re: City of Evanston, Cook County, Illinois
General Obligation Bonds, Series 2008A
General Obligation Bonds, Series 2008C

Ladies and Gentlemen:

The City of Evanston, Cook County, Illinois (the “City”), by Ordinance No. 71-O-18, adopted by its City Council on July 9, 2018 (as supplemented by the Bond Order authorized therein and executed in connection with the sale of the hereinafter defined Bonds, the “Bond Ordinance”), has authorized the issue and delivery of $___________ General Obligation Refunding Bonds, Series 2018C, dated __________ ___, 2018 (the “Bonds”). The City has authorized by the Bond Ordinance that proceeds of the Bonds be used to pay the principal of and interest on $______________ of the City’s outstanding and unpaid General Obligation Bonds, Series 2008A, and General Obligation Bonds, Series 2008C, each dated May 7, 2008, maturing on December 1 of each of the years 20__ to 20__, inclusive (the “Refunded Bonds”) when due and upon redemption prior to maturity on _____________, 2018 (the “Redemption Date”) at the redemption price of principal plus accrued interest to the Redemption Date (the “Redemption Price”).

The City hereby deposits with you $______________ from the proceeds of the Bonds and $______________ from funds of the City on hand and lawfully available (collectively, the “Deposit”) and you are hereby instructed as follows with respect thereto:

1. Upon deposit, you are directed to hold the Deposit in an irrevocable trust fund account (the “Trust Account”) for the City to the benefit of the holders of the Refunded Bonds.

2. You shall hold the Deposit in the Trust Account in cash for the sole and exclusive benefit of the holders of the Refunded Bonds until redemption of the Refunded Bonds on the Redemption Date is made.

3. You shall promptly collect the principal, interest or profit from the proceeds deposited in the Trust Account and promptly apply the same as necessary to the payment of the Refunded Bonds as herein provided.
4. The City has called the Refunded Bonds for redemption and payment prior to maturity on the Redemption Date. The City has previously directed you to provide for and give timely notice of the call for redemption of the Refunded Bonds in the form as specified in the ordinance authorizing the issuance of the Refunded Bonds. The form and time of the giving of such notice regarding the Refunded Bonds shall be as specified in the ordinance authorizing the issuance of the Refunded Bonds. The City agrees to reimburse you for any actual out-of-pocket expenses incurred in the giving of such notice, but the failure of the City to make such payment shall not in any respect whatsoever relieve you from carrying out any of the duties, terms or provisions of this Agreement.

5. In addition, the City has previously directed you to give notice of the call of the Refunded Bonds, on or before the date the notice of such redemption is given to the holders of the Refunded Bonds, to the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Information with respect to procedures for submitting notice can be found at https://msrb.org.

6. You shall remit the sum of $________________ on the Redemption Date, as paying agent for the Refunded Bonds (the “Prior Paying Agent”), such sum being sufficient to pay the Redemption Price on such date, and such remittance shall fully release and discharge you from any further duty or obligation thereto under this Agreement.

7. You shall make no payment of fees, due or to become due, of Prior Paying Agent or the bond registrar and paying agent for the Bonds. The City shall pay the same as they become due.

8. If at any time it shall appear to you that the available proceeds of the deposits on demand in the Trust Account will not be sufficient to pay the Redemption Price, you shall notify the City not less than five (5) days prior to the Redemption Date and the City shall make up the anticipated deficit from any funds legally available for such purpose so that no default in the making of any such payment will occur.
9. Upon final disbursement of funds sufficient to pay the Refunded Bonds as hereinabove provided for, you shall transfer any balance remaining in the Trust Account to the City and thereupon this Agreement shall terminate.

Very truly yours,

CITY OF EVANSTON,
Cook County, Illinois

By: ______________________________

Mayor

By: ______________________________

City Clerk

Accepted this ___ day of __________, 2018.
CONTINUING DISCLOSURE UNDERTAKING
FOR THE PURPOSE OF PROVIDING
CONTINUING DISCLOSURE INFORMATION
UNDER SECTION (b)(5) OF RULE 15c2-12

This Continuing Disclosure Undertaking (this “Agreement”) is executed and delivered by the City of Evanston, Cook County, Illinois (the “City”), in connection with the issuance of $____________ General Obligation Corporate Purpose Bonds, Series 2018A, $____________ General Obligation Corporate Purpose Bonds, Series 2018B, $____________ General Obligation Refunding Bonds, Series 2018C, and $____________ Taxable General Obligation Corporate Purpose Bonds, Series 2018D (collectively, the “Bonds”). The Bonds are being issued pursuant to an ordinance adopted by the City Council of the City on the 9th day of July, 2018 (as supplemented by the Bond Order authorized therein and executed in connection with the sale of the Bonds, the “Ordinance”).

In consideration of the issuance of the Bonds by the City and the purchase of such Bonds by the beneficial owners thereof, the City covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT. This Agreement is executed and delivered by the City as of the date set forth below, for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with the requirements of the Rule (as defined below). The City represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriters and that no other person is expected to become so committed at any time after issuance of the Bonds.

2. DEFINITIONS. The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

Annual Financial Information means information of the type contained under the following headings and subheadings of, and in the following appendices and exhibits to, the Official Statement:

[- All of the tables under the heading “FINANCES”;
- All of the tables under the heading “GENERAL OBLIGATION BONDED INDEBTEDNESS” (other than the table entitled “Total and Scheduled for Abatement General Obligation Debt Service”); and
- The following tables under the heading “REAL PROPERTY TAXATION”:
  - “Historic Equalized Assessed Valuation”;
  - “Equalized Assessed Valuation by Classification of Property”;
  - “Tax Extensions and Collections”; and
  - “Historic City Tax Rates.”]

Annual Financial Information Disclosure means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.
Audited Financial Statements means the audited financial statements of the City prepared pursuant to the principles and as described in Exhibit I.

Commission means the Securities and Exchange Commission.

Dissemination Agent means any agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent’s successors and assigns.

EMMA means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.


MSRB means the Municipal Securities Rulemaking Board.

Official Statement means the Final Official Statement, dated _____________, 2018, and relating to the Bonds.

Participating Underwriter means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

Reportable Event means the occurrence of any of the Events with respect to the Bonds set forth in Exhibit II.

Reportable Events Disclosure means dissemination of a notice of a Reportable Event as set forth in Section 5.

Rule means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

State means the State of Illinois.

Undertaking means the obligations of the City pursuant to Sections 4 and 5.

3. CUSIP NUMBERS. The CUSIP Numbers of the Bonds are set forth in Exhibit III. The City will include the CUSIP Numbers in all disclosure materials described in Sections 4 and 5 of this Agreement.

4. ANNUAL FINANCIAL INFORMATION DISCLOSURE. Subject to Section 8 of this Agreement, the City hereby covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements (in the form and by the dates set forth in Exhibit I) to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all
EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment or waiver is made to this Agreement, the Annual Financial Information for the year in which such amendment or waiver is made (or in any notice or supplement provided to EMMA) shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

5. **REPORTABLE EVENTS DISCLOSURE.** Subject to Section 8 of this Agreement, the City hereby covenants that it will disseminate in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event) Reportable Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Ordinance.

6. **CONSEQUENCES OF FAILURE OF THE CITY TO PROVIDE INFORMATION.** The City shall give notice in a timely manner to EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Agreement, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed a default under the Ordinance, and the sole remedy under this Agreement in the event of any failure of the City to comply with this Agreement shall be an action to compel performance.

7. **AMENDMENTS; WAIVER.** Notwithstanding any other provision of this Agreement, the City by ordinance or resolution authorizing such amendment or waiver, may amend this Agreement, and any provision of this Agreement may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a “no-action” letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the City, or type of business conducted; or
(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the City (such as Bond Counsel).

In the event that the Commission or the MSRB or other regulatory authority shall approve or require Annual Financial Information Disclosure or Reportable Events Disclosure to be made to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, the City shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

8. TERMINATION OF UNDERTAKING. The Undertaking of the City shall be terminated hereunder if the City shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Ordinance. The City shall give notice to EMMA in a timely manner if this Section is applicable.

9. DISSEMINATION AGENT. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

10. ADDITIONAL INFORMATION. Nothing in this Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement. If the City chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, the City shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

11. BENEFICIARIES. This Agreement has been executed in order to assist the Participating Underwriters in complying with the Rule; however, this Agreement shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

12. RECORDKEEPING. The City shall maintain records of all Annual Financial Information Disclosure and Reportable Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.
13. Assignment. The City shall not transfer its obligations under the Ordinance unless the transferee agrees to assume all obligations of the City under this Agreement or to execute an Undertaking under the Rule.

14. Governing Law. This Agreement shall be governed by the laws of the State.

CITY OF EVANSTON, COOK COUNTY, ILLINOIS

By ________________________________  
Mayor

Date: ________________, 2018
EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. If the information included by reference is contained in a Final Official Statement, the Final Official Statement must be available on EMMA; the Final Official Statement need not be available from the Commission. The City shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be submitted to EMMA by 270 days after the last day of the City’s fiscal year (currently December 31), beginning with the fiscal year ending December 31, 2018. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, Audited Financial Statements will be submitted to EMMA within 30 days after availability to the City.

Audited Financial Statements will be prepared in accordance with accounting principles generally accepted in the United States of America.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the City will disseminate a notice of such change as required by Section 4.
EXHIBIT II

EVENTS WITH RESPECT TO THE BONDS
FOR WHICH REPORTABLE EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies
2. Non-payment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to the rights of security holders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the City*
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material

* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.
<table>
<thead>
<tr>
<th>YEAR OF MATURITY</th>
<th>CUSIP NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(299228)</td>
</tr>
</tbody>
</table>
CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, May 21st, 2018

Present:

Alderman Braithwaite
Alderman Wynne
Alderman Wilson
Alderman Rue Simmons

(7)

Alderman Revelle
Alderman Rainey
Alderman Fleming

Absent:

Alderman Fiske
Alderman Suffredin

(2)

Presiding: Mayor Stephen Hagerty
Mayor’s Public Announcements

Mayor Hagerty Announcements:
congratulated former Evanstonian Megan and NU graduate Meghan Markle on marrying Prince Harry and becoming The Duke and Duchess of Sussex. Thanked the people from the Officer and the Gentlemen Academy for their work in helping members of the community and congratulated their Inaugural Empowerment Breakfast & Awards Ceremony. Thanked the Metropolitan Mayors Caucus for their new campaign “Protect My Town” which is a lobbying effort by Mayors’ across the State who are working hard to protect The Local Government Distributive Fund. Lastly, the Mayor recognized the Police Department in their Award Ceremony in recognition of their fearless service and keeping our community safe.

Mayor Hagerty had 3 Proclamations:
- National Public Works Week, May 20-26
- National Gun Violence Awareness Day, June 2
- National Historic Preservation Month, May

City Manager’s Public Announcements

Assistant City Manager Erika Storlie invited Kimberly Richardson, Interim Administrative Director to present the 100 Best Government Fleet Operations Award given to the City of Evanston. Also provided an update to Cradle to Career

City Clerk’s Communications

City Clerk had no Announcements
<table>
<thead>
<tr>
<th>Name</th>
<th>Comment</th>
<th>Watch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Junad Riski</td>
<td>Suggested hiring a new City Manager and independent audit of the books from the City. Talked about Robert Crown, Smiley Brothers and water pumping station. Presented City Council with a visual chart of mistakes made so far, presumably by city staff actions.</td>
<td></td>
</tr>
<tr>
<td>Oliver A. Ruff</td>
<td>Spoke of the programs currently being considered to be slashed due to budget cuts</td>
<td></td>
</tr>
<tr>
<td>Nicolette Jones</td>
<td>Spoke on behalf of the Youth and Young Adult Outreach program that allowed her children to obtain employment and assisting her children with fees associated with their education. Urged City Council to continue the program.</td>
<td></td>
</tr>
<tr>
<td>William Jones</td>
<td>Son of Nicolette Jones that spoke about the benefits he obtained from the Youth and Young Adult Outreach program.</td>
<td></td>
</tr>
<tr>
<td>Joseph Jones</td>
<td>Said the Youth and Young Adult Outreach is a benefit that he wishes to see be continued in the city.</td>
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</tr>
<tr>
<td>Jarett Jones</td>
<td>Spoke about the benefits he obtained through the Youth and Young Adult Outreach program and asked City Council to continue the program so it can continue to help the youth in the City of Evanston</td>
<td></td>
</tr>
<tr>
<td>Bruce King</td>
<td>Asked City Council to not halt the expungement program for past offenders. Says it's a gateway for a better life for both them and their families</td>
<td></td>
</tr>
<tr>
<td>Neil Gambow</td>
<td>Expressed his support for the youth program in the City of Evanston. Believes that the youth deserve all the support they can obtain by their community. Urged City Council to not cut funding from any youth programs.</td>
<td></td>
</tr>
<tr>
<td>Daniel Marko</td>
<td>Shared his concerns of the conduct displayed by city staff in regards to a written letter of legal action received to their condominium association. Expressed not being able to obtain answers or explanation as to what building code violations their building complex has violated.</td>
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<tr>
<td>Jessica Sales</td>
<td>Social worker who voiced her support for the Mental Health Board programs</td>
<td></td>
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<tr>
<td>Conseta Legrone</td>
<td>Shared the benefits the outreach programs have had on her live and wants to see it continued to be offered</td>
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<tr>
<td>Lonnie Wilson</td>
<td>Stated that the Youth and Young Adult Outreach program has enriched the community. Asked City Council to calculate the cost of</td>
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<tr>
<td>Name</td>
<td>Statement</td>
<td>Watch</td>
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<tr>
<td>Robin Robinson</td>
<td>Spoke on behalf of the Youth and Young Adult Outreach. She is a member of the community that has directly benefited by the program by obtaining The Certificate of Rehabilitation program. Says it would be a tremendous loss to the community by losing such a powerful and life changing program</td>
<td></td>
</tr>
<tr>
<td>Albert Gibbs</td>
<td>Spoke on the behalf of Programs at Work and shared how he sees the Youth and Young Adult Outreach, as well as the Mayor Summer Youth Program working in the city.</td>
<td></td>
</tr>
<tr>
<td>Alyce Barry</td>
<td>Felt that the budget surveys was a terrible way to determine priorities, with the negative impact it may have. Doesn’t think certain programs should be place on the same footing as others.</td>
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</tr>
<tr>
<td>Jennifer Burgner</td>
<td>Spoke on behalf of the youth outreach workers that provide vital support to the marginalized youth in Evanston.</td>
<td></td>
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<tr>
<td>D.K. Schwartz</td>
<td>Shared a video message of New York Times bestseller James Howard Kunstler and his support for the preservation of the Harley Clarke mansion</td>
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<tr>
<td>Sarah Vanderwicken</td>
<td>Briefly talked about the budget surveys and doesn’t feel the data adds up with prioritizing certain programs. Went of to talk about impact fees and how it affects affordable housing.</td>
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<tr>
<td>Carolyn Murray</td>
<td>Talked about the Summer Youth program and the development of the program.</td>
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<tr>
<td>Anna Roosevelt</td>
<td>Member of the Southeast Evanston Association who says there's huge support on not destroying the Harley Clarke Mansion and turning the mansion into a recreation center for all members of the community to use.</td>
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</tr>
<tr>
<td>Lori Keenan</td>
<td>Spoke on the behalf of Evanston Lakehouse &amp; Gardens urging the support for the preservation of the Harley Clarke mansion. Proposed giving Evanston Lakehouse &amp; Gardens she opportunity to raise $1 Million dollars in pledges with the rest due in 5 years. Asked for at least a year to raise the funds in pledges</td>
<td></td>
</tr>
<tr>
<td>Dave Studenmed</td>
<td>Spoke on behalf of the Mental Health Board and Youth and Young Adult Outreach programs. Said both are equally great programs that area great investment in our youth in Evanston</td>
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<tr>
<td>Renetrice Pierre</td>
<td>Shared the benefits her son and herself have received thanks to the Youth and Young Adult Outreach. She stated she is a recipient of the Entrepreneurial Grant that allowed her to keep her business afloat.</td>
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<table>
<thead>
<tr>
<th>Name</th>
<th>Statement</th>
<th>Watch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traci Kurtzer</td>
<td>Stated that her two children benefited from the youth employment and the fire explorer programs. Also shared her support for the Mental Health Board.</td>
<td></td>
</tr>
<tr>
<td>Sergeant Donald Knott</td>
<td>Lead recruiter for the Army in Evanston who believes the youth program in Evanston is by far the best he’s seen in his 17 years in working with youth programs across the country.</td>
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</tr>
<tr>
<td>Marcus Johnson</td>
<td>Spoke on behalf of the Youth and Young Adult Outreach program and how it has affected the life of kids in a positive matter. Wants to see the program continue in order to help the youth of the city.</td>
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</tr>
<tr>
<td>Carlis B. Sutton</td>
<td>Voiced his concerns of time during public comments and being able to give time to someone else. Asked City Clerk Devon Reid to provide him with the committee that changed the rules for public speaking in order for the public to be aware of such changes. Lastly spoke about the budget priorities and asked we being the search for a new City Manager</td>
<td></td>
</tr>
<tr>
<td>Carl Klein</td>
<td>Wants the Harley Clarke mansion to continue to be the lakehouse for all Evanstonians due to the broad support by the community. Asked Ald. Wynne for her leadership in urging her colleagues to vote in support for the preservation of the Harley Clarke mansion</td>
<td></td>
</tr>
<tr>
<td>Joi Russell</td>
<td>Said the Youth and Young Adult Outreach program has been a great partner in the community and over 6,500 youth have been served with positive effects. She also supports all the other programs that offer benefits for the members of the community</td>
<td></td>
</tr>
<tr>
<td>Darius Mayor</td>
<td>Spoke on behalf of the Youth and Young Adult Outreach and how they helped him personally. He took various study and training classes offered by the program that allowed him to turn his life around and helped him obtain employment.</td>
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<tr>
<td>Bennett Johnson</td>
<td>Believes it's important to understand how the issue of race plays a key role when talking about the future of the Harley Clarke mansion</td>
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<tr>
<td>John Kennedy</td>
<td>Talked about the artificial turf at Robert Crown and the cancers within them. Does not want City Council to spend more on this health hazard for children playing on the fields.</td>
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<tr>
<td>Patrick Donnelly</td>
<td>Member of the Evanston Lakehouse &amp; Gardens who said they hired a fundraiser and are willing to work with members of Council to make the project obtainable.</td>
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</tr>
<tr>
<td>Jackie Prince</td>
<td>Wants City Council to prioritize spending money on programs that affect the lives of residents directly and not spend funds on items we don’t need.</td>
<td>Watch</td>
</tr>
<tr>
<td>Audrey Iffineider</td>
<td>Voiced her support for the Harley Clarke mansion</td>
<td>Watch</td>
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</table>

**Special Order of Business**

(SP1) **Public Benefits and Impact Fees from Planned Developments**

Staff requested City Council direction, which could come in the form of a referral to the Plan Commission if a Text Amendment is recommended or a recommendation for no further action.

*For Discussion*

Set for a date certain in late July or early August

(SP2) **Implementation of West Evanston Form-Based Code and Impact on Potential New Development**

Staff sought City Council direction on making zoning changes to the West Evanston Overlay district in order to preserve community-driven desires for urban form while encouraging the sustainable redevelopment of underutilized or vacant properties.

*For Discussion*

(SP3) **2018 Capital Improvement Program**

Staff presented City Council with the proposed 2018 Capital Improvement Program and seek feedback via discussion on how much to issue in General Obligation Bonds for 2018.

*For Discussion*

Moved to defer the Viaduct Painting, Service Center-Tuckpointing, Animal Shelter Study and the Lovelace Tennis Courts

(SP4) **Robert Crown Community Center, Ice Complex and Library Project Update**

Staff presented City Council with an update on the Robert Crown Community Center, Ice Complex and Library project. Topics covered will include project costs, bond issue, construction timeline, economic benefit plan, guaranteed maximum price proposal and turf field options.
**For Discussion**
Ald. Fleming would like to have a discussion on how to raise money solely for Robert Crown. Staff was asked to provide ideas on how to pay for the financing the project.

### Call of the Wards

<table>
<thead>
<tr>
<th>Ward</th>
<th>Report</th>
<th>Watch</th>
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<tbody>
<tr>
<td>1</td>
<td>No Report</td>
<td>Watch</td>
</tr>
<tr>
<td>2</td>
<td>Requested staff to remove programs from the list that are knowingly not going to be cut in order to remove the anxiety from members of the community</td>
<td>Watch</td>
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<tr>
<td>3</td>
<td>No Report</td>
<td>Watch</td>
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<tr>
<td>4</td>
<td>No Report. Ald. Wilson did speak to the fact that many in the community are not aware of some programs being promoted by the city and by showing up to City Council to voice their concerns on issues they care about, they are able to learn more about what is happening with the programs</td>
<td>Watch</td>
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<tr>
<td>5</td>
<td>No Report</td>
<td>Watch</td>
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<tr>
<td>6</td>
<td>No Report</td>
<td>Watch</td>
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<tr>
<td>7</td>
<td>No Report</td>
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<tr>
<td>8</td>
<td>Informed the public that the Community Development Block Grant Program awarded money to the city and City Council will allocate $15,000 towards the summer youth employment program, $10,000 towards the City Certificate of Records Sealing and $187,813.00 to the Foster Athletic Field renovation. 8th Ward community meeting at the Levy Center starting at 7:00 p.m. regarding violence in the Ward.</td>
<td>Watch</td>
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<td>9</td>
<td>Priority Based Budgeting presentation happening on Thursday May 24, from 3-8 p.m. in the lower-level room G300 at the Civic Center</td>
<td>Watch</td>
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</table>

**Adjournment**

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

CITY OF EVANSTON, ILLINOIS  
LORRAINE H. MORTON CIVIC CENTER  
JAMES C. LYTLE COUNCIL CHAMBERS  
Tuesday, May 29th, 2018

<table>
<thead>
<tr>
<th>Present:</th>
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<tbody>
<tr>
<td>Alderman Fiske</td>
<td>Alderman Revelle</td>
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<tr>
<td>Alderman Braithwaite</td>
<td>Alderman Rainey</td>
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<tr>
<td>Alderman Wynne</td>
<td>Alderman Fleming</td>
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<tr>
<td>Alderman Wilson</td>
<td>Alderman Suffredin</td>
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<tr>
<th>Absent:</th>
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<tbody>
<tr>
<td>Alderman Rue Simmons</td>
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<tr>
<th>Presiding:</th>
<th>Mayor Stephen Hagerty</th>
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</table>
Mayor’s Public Announcements

Mayor Hagerty informed everyone that Gun Violence Prevention Day is June 1 and Wear Orange Day is June 2. There will be rally at Fountain Square south plaza.

City Manager’s Public Announcements

City Manager Wally Bobkiewicz had no Announcements

City Clerk’s Communications

City Clerk announced 2 events that the office will be hosting in the near future. The Cook County Recorder of Deeds, Karen A. Yarbrough, on Thursday June 14 from 6:00 pm to 8:30 pm to present the Property After Death Workshop and Parliamentarian Joan Bundey “How to Adjourn Before Midnight” event.

Public Comment

Gary Johnson
Said he was opposed to the development at 1727 Oak Avenue because of the congestion of traffic and how it will affect the residents with special needs that live in the Sienna complex.

Basil Clunie
Spoke in support of the arts in Evanston. Doesn't want to see the funding cut for the Fleetwood-Jourdain theater.

Gerri Sizemore
Spoke in support of the Fleetwood-Jourdain theater and the numerous events that happen at the venue. Does not want to see the budget cut for the theater

Allan Bergman
1720 Oak resident who asked City Council think of the negative human impact this development would have on residents, particularly those with disabilities and the safety implications it will have. He also shared statistics from a letter he sent out in an email to all City Council staff.

Junad Rizki
Asked City Council to replace the current City Manager because there needs to be a investigation of the financial condition of the city.

Susan Johnson
Expressed her extreme concern over the construction happening at
1815 Ridge and 1727 Oak Ave. Says there will be an increase in congestion of traffic by building the two projects simultaneously.

Flo Flenneman  
Opposed the 1727 Oak development project because it will take away from the community as a whole

Jackie Crihfield  
Says she is pro development but opposes the 1727 Oak development project, as it creates negative impact on safety, density and traffic

Jeff Coney  
Wants the opportunity to broaden the appeal of Lake house for all Evanstonians

Nicole Kustok  
Spoke in favor of deconstructing the Harley Clarke mansion and coach house to open up view of the lake

Jackie Prince  
Spoke about microaggressions made towards her by a police officer and felt she shouldn’t be subjected to that sort of treatment. Also wanted staff to hire a new City Manager and Assistant City Manager

Courtney Long  
Condo owner at 1720 oak who urged City Council to reject the proposal based parking, traffic and other issues it will cause. Also said the dog park being proposed would create a nuisance for many residents

Kurt Sheffer  
Claimed the 1727 Oak proposal doesn’t comply with the affordable housing ordinance.

Kathryn Crihfield  
Presented City Council with a document containing 100 signatures of residents of the community in opposition to the 1727 Oak development

Linda Barr  
Voiced her opposition to the vacation rental at 1109 Garnett. Doesn’t want to deal with young vacation rental people. Said she’s had to call the police previously on numerous occasions.

Marek Suszko  
Opposed the vacation rental at 1109 Garnett and asked City Council to vote against the proposal. Said that neighborhood is one of the last affordable areas in Evanston for families and others moving into Evanston.

Mollie O’Connell  
Opposed the 1727 Oak project because it would become difficult for caretakers to find parking when visiting their residents

Dave Graver  
Said that many like himself that require wheelchair accessibility oppose the development because it will cause a traffic hazard and hassel for anyone with a disability
Consent Agenda

(M1) Approval of Minutes of the Regular City Council Meeting of May 14, 2018.  
For Action  
Passed 7-0

(A1) Payroll – April 30, 2018 through May 13, 2018 $ 3,049,254.40  
For Action  
Passed 7-0

(A2.1) Bills List – May 30, 2018 $ 5,237,593.76  
Credit Card Activity(not including Amazon)- Period Ending March 31, 2018  
Bank of America $ 17,565.93  
Credit Card Activity(not including Amazon)- Period Ending March 26, 2018  
BMO $ 132,105.42  
For Action  
Passed 7-0

(A2.2) Amazon Credit Card Activity – Period Ending March 31, 2018  
Bank of America $ 1,454.57  
Amazon Credit Card Activity – Period Ending March 26, 2018  
BMO $ 12,061.30  
For Action  
Passed 6-0  
Ald. Suffredin Abstained

(A3.1) Contract with J.A. Johnson Paving Company for 2018 Motor Fuel Tax Street Resurfacing Project

City Council authorized the City Manager to execute a contract for the 2018 Motor Fuel Tax (MFT) Street Resurfacing Project (Bid No. 18-19) with J.A. Johnson Paving Company (1025 E. Addison Court, Arlington Heights, IL 60005) in the amount of $1,022,639.20. Funding will be provided from the Motor Fuel Tax Fund (Fund 200), which has a total
Budget of $1,508,678, FY 2018 budget allocation of $1,200,000 and charged to Account 415.40.4218.65515 – 418002.

**For Action**

Approved on Consent Agenda

(A3.2) **One-Year Contract with Corrective Asphalt Materials for Reclamite® Pavement Rejuvenation Program**

City Council authorized the City Manager to execute a one-year contract for Reclamite® pavement sealing with Corrective Asphalt Materials (43W630 Wheeler Road, Sugar Grove, IL 60554) in the not to exceed amount of $50,000. This contract award is part of a bid let by the Municipal Partnering Initiative. Funding will be from Capital Improvement Program Funds (Account 415.40.4118.65515-418018) with a FY 2018 budget and remaining balance of $50,000.

**For Action**

Approved on Consent Agenda

(A3.3) **Purchase of Arbotect Fungicide from Rainbow Treecare Scientific Advancements**

City Council authorized the City Manager to execute a purchase order for the sole source purchase of 72 gallons of Arbotect fungicide from Rainbow Treecare Scientific Advancements (Minnetonka, MN) for a total purchase amount of $28,248.88. This vendor has the sole license from the European manufacturer, Syngenta, to distribute Arbotect in the United States. Funding for this purchase is from the General Fund - Forestry (Account 100.40.4320.62496), which has a 2018 budget and YTD balance of $38,000.

**For Action**

Approved on Consent Agenda

(A3.4) **Sole Source Contract with Otis Elevator Company for Modernization of Elevators at the Lorraine H. Morton Civic Center**

City Council authorized the City Manager to execute a sole source contract for elevator modernization at the Lorraine H. Morton Civic Center with Otis Elevator Company (949 Oak Creek Drive, Lombard, IL60148), in the amount of $456,779.00. Funding will be provided from the Capital Improvement Program 2018 General Obligation Bonds in the amount of $456,779. A detailed breakdown of Accounts can be found on the corresponding transmittal memorandum.

**For Action**
Passed 7-1

Ald. Suffredin voted No

(A3.5) Contract with Kovilic Construction Co., Inc. for Church Street Harbor – South Pier Renovations

City Council authorized the City Manager to execute a contract for the Church Street Harbor – South Pier Renovations (Bid 18-25) with Kovilic Construction Co., Inc. (3721 N. Carnation Street, Franklin Park, IL) in the amount of $891,000.00. Funding will be provided from the Capital Improvement Program 2018 General Obligation Bonds for Church Street Harbor in the amount of $891,000. A detailed breakdown of Accounts can be found on the corresponding transmittal memorandum.

For Action
Approved on Consent Agenda

(A3.6) Three-Year Contract with Mark Vend Company for Vending Machine Services at City of Evanston Facilities

City Council authorized the City Manager to execute a three (3) year contract with Mark Vend Company for the City’s vending machine services (RFP 18-22). Mark Vend Company was the only firm that responded to the Request for Proposal. There is no cost associated with this contract. Mark Vend will share profits from the vending machines, and will include $5,000 worth of in-kind donations annually “to be used for events or other activities at the discretion of the City and the Parks, Recreation and Community Services Director.”

For Action
Approved on Consent Agenda

(A3.7) Renewal of Sole Source Computer Aided Dispatch Software License and Service Agreement with Superion

City Council authorized the City Manager to renew sole source software license and service agreement with Superion (1000 Business Center Drive, Lake Mary, FL) for the Police Department’s CAD (Computer Aided Dispatch) software in the amount of $75,592.43. The Agreement is effective from May 1, 2018 through April 30, 2019. Funding will be provided by the Emergency Telephone System Fund (Account 205.22.5150.62509), with a FY18 budget of $220,000 and a YTD balance of $130,762.

For Action
Approved on Consent Agenda
(A3.8) **Two-Year Contract Amendment for Parking Meters and Multi-Space Pay Stations with Duncan Solutions**

City Council authorized the City Manager to execute a multi-year contract (2-year agreement with a 1-year option to renew) with to Duncan Solutions Inc. (633 W. Wisconsin Ave., Milwaukee, WI) to cover the fees for remote monitoring and management of the credit card functionality in the amount of $91,971. Funding for this contract will come from the Parking Fund - Parking Lots and Meters (Account 505.19.7015.65070), with a FY18 budget of $230,000 and a YTD balance of $192,811.54.

**For Action**

Approved on Consent Agenda

(A3.9) **Sidewalk Café – Falcon Eddy’s Barbeque**

City Council approved first-time application for a sidewalk café permit for Falcon Eddy’s Barbeque, a Type 2 restaurant located at 825 Church Street. The sidewalk café will consist of four tables with two seats each for a seating capacity of eight, and will operate daily from 11:00 a.m. - 9:00 p.m.

**For Action**

Approved on Consent Agenda

(A3.10) **Request to Extend Hours for Alcohol Service for The Celtic Knot**

City Council approved a request to approve extension of alcohol service hours for The Celtic Knot located at 626 Church Street from June 14, 2018 through July 15, 2018 accommodating the airing of live coverage of the 2018 World Cup. Because of the time difference, applicant requests alcohol service to begin at 7:00 a.m.

**For Action**

Approved on Consent Agenda

(A4) **Resolution 27-R-18, Terminate Lease for City-Owned Real Property Located at 2222 Oakton Street with Smylie Brothers**

Staff seeks direction on the next steps for the City-owned property at 2222 Oakton Street, including possible issuance of a Request for Qualifications/Proposals. Staff recommends continuation of 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” to the next Administration & Public Works Committee meeting.
For Action:
Item Held in Committee

(A5) Ordinance 63-O-18, Amending the City Code to Remove One-Way Alley Restriction between Harrison Street and Colfax Place

City Council adopted Ordinance 63-O-18, amending Section 10-11-4, Schedule IV(B) of the City Code to remove one-way restriction for the alley between Harrison Street and Colfax Place east of Crawford Avenue. The required signs will cost approximately $40 and will be installed by in-house staff. Funding will come from the General Fund-Traffic Control Supplies (Account 100.40.4520.65115), with a FY 2018 budget of $58,000 and a YTD balance of $24,406.

For Introduction
Approved on Consent Agenda

(A6) Ordinance 35-O-18, Sale of Surplus Property Fleet Vehicles

City Council adopted Ordinance 35-O-18, directing the City Manager to offer the sale of vehicles owned by the City through public auction at the Northwest Municipal Vehicle Auction being sponsored by America’s Auto Auctions on Tuesday, July 24, 2018 or any other subsequent America’s Online Auction. These vehicles have been determined to be surplus as a result of new vehicle replacements being placed into service or vehicles that had to be taken out of service for safety reasons with the intention of eventual replacement.

For Introduction
Approved on Consent Agenda

(P1) Vacation Rental License for 2001 Orrington Avenue

City staff recommends approval of a Vacation Rental License for the property located at 2001 Orrington Avenue. The Vacation Rental meets all of the Standards and Procedures for license approval.

For Action
Item Held in Committee

(P2) Vacation Rental License for 1109 Garnett Place

City Council approved a Vacation Rental License for the property located at 1109 Garnett Place. The Vacation Rental meets all of the Standards and Procedures for license approval.

For Action
Passed 5-3  Ald Fiske, Wynne, Revelle voted No

(P3) Resolution 32-R-18, Plat of Resubdivision for 2652 Sheridan Road

City Council adopted Resolution 32-R-18 approving the proposed re-subdivision of the property located at 2652 Sheridan Road. The applicant, Joshua Siegel, representing Illinois Institute of Technology, is proposing to re-subdivide the property into 2 lots. The proposed lots will exceed the minimum lot dimension requirements for the district.

For Action
Approved on Consent Agenda

(P4) Ordinance 68-O-18, Special Use Permit to Expand Community Center Located at 1215 Church Street and 1726-1730 Ridge Avenue

City Council adopted Ordinance 68-O-18 granting special use approval for the expansion of a Community Center – Public and Recreation Center – Public, YWCA Evanston/North Shore, at 1215 Church St. & 1726-1730 Ridge Ave. in the R4 General Residential District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district.

For Introduction and Action
Passed 8-0

(P5) Ordinance 66-O-18, Adding City Code Subsection 5-4-5-6, “Examination of Records by Unit Owners”

City Council adopted Ordinance 66-O-18, Adding City Code Subsection 5-4-5-6, “Examination of Records by Unit Owners.” Pursuant to Alderman Fiske’s request and within the City’s home rule authority, Ordinance 66-O-18 will codify and incorporate Public Act 100-0292 record keeping requirements into the City of Evanston Municipal Code, but prohibit the unauthorized access to condominium unit owners’ email addresses and telephone numbers.

For Introduction
Approved on Consent Agenda

(P6) Resolution 22-R-18, Approving a Plat of Resubdivision for 1727 Oak Avenue

City Council adopted 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. Resolution 22-R-18 was held in Committee on May 14, 2018 until May 29, 2018 for Action.

**For Action**

**Passed 6-2**

Ald. Fiske & Wynne voted No

(P7) **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**

City Council adopted 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 Action**

**Passed 6-2**

Ald. Fiske & Wynne voted No

(P8) **Ordinance 61-O-18, Map Amendment, Planned Development and Special Use for Open Sales Lot at 128-132 Chicago Avenue**

City Council adopted 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. Ordinance 61-O-18 was approved for Introduction by City Council on May 14, 2018 with an amendment to remove condition of approval G requiring the applicant to make an $8,500 contribution for the cost of a parking pay box.

**For Action**

**Approved on Consent Agenda**

**Motion:** Ald. Revelle

(H1) **Bed & Breakfast License Renewal for Stone Porch by the Lake at 300 Church Street**

City Council approved the renewal of the Bed and Breakfast License for
Stone Porch by the Lake Bed and Breakfast located at 300 Church Street, Evanston, IL 60201.

**For Action**

**Passed 7-1**

Ald. Fiske voted No

(O1) **Resolution 35-R-18, Approving the 2018 Action Plan and Adopting the 2018 Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant Program Budgets for 2018**

For Action

Approved on Consent Agenda

Motion: Ald. Rainey

(O2) **Resolution 36-R-18, Amending the 2011, 2014, 2015 and 2016 Community Development Block Grant Program and Authorizing the Reallocation of Unexpended CDBG Funds in the 2018 Action Plan**

For Action

Approved on Consent Agenda

Motion: Ald. Wilson

(O3) **Entrepreneurship Support Program Applications for IKandi Salon and Total Transformation Solutions**

City Council approved financial assistance through the Entrepreneurship Support Program totaling $5,000 for the following Evanston businesses: IKandi Salon for $2,500; and Total Transformation Coaching for $2,500. Funding will be from the Economic Development’s 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 $34,658.47 has been spent or encumbered from this account since the beginning of FY 2018, leaving $115,342.53 available for expenditure.

For Action

Approved on Consent Agenda

(O4) **Storefront Modernization Program Applications for Booked and Prairie Moon**

City Council approved financial assistance on a 50/50 cost-sharing basis through the Storefront Modernization Program to the following Evanston businesses: Booked at 506 Main Street in an amount not to exceed $4,748.40 for signage and a new door; and Prairie Moon at Chicago Avenue in an amount not to exceed $8,037 for signage, and storefront improvements. Funding will be from the Economic Development’s 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, $34,489 has been spent or encumbered from this account, leaving $214,511 available for expenditure.

**For Action**
Approved on Consent Agenda

**(O5) Evanston Great Merchants Grant – West Village**

City Council approved to provide financial assistance through the Great Merchants Grant Program to the West Village Business Association (WVBA) for the remainder of the funds set aside for them, totaling $2,178.75. Staff recommends utilizing the Economic Development Business District Improvement Program Fund (Account 100.21.5300.62662). The approved 2017 Fiscal Year Budget allocated $150,000 to this account. To date, $32,738.47 has been spent from this account, leaving $115,341.33 available for expenditure.

**For Action**
Approved on Consent Agenda

**(APP1) For Appointment to:**

**Library Board**

Rachel Hayman

Rachel Hayman is the program coordinator at Womencare Counseling Center, an organization providing individual, group, couple and family counseling. A 30-year resident of Evanston, Ms. Hayman is a long-time supporter of the Evanston Public Library and formerly served as a member of the Library’s Fund for Excellence Committee. Ms. Hayman served for eight years on the District 202 Board of Education, including two years as president. She is the founding member of the YWCA Evanston/North Shore’s Racial Justice Committee, having served for 10 years on the organization’s Board of Directors. Ms. Hayman is currently a member of the Y.O.U. Board of Directors and the YWCA Advisory Committee, and in the past has donated her time as a volunteer tutor at Books & Breakfast. A graduate of Leadership Evanston, Ms. Hayman holds bachelor’s and master’s degrees in English from Indiana University.

| Library Board | Rachel Hayman | Rachel Hayman is the program coordinator at Womencare Counseling Center, an organization providing individual, group, couple and family counseling. A 30-year resident of Evanston, Ms. Hayman is a long-time supporter of the Evanston Public Library and formerly served as a member of the Library’s Fund for Excellence Committee. Ms. Hayman served for eight years on the District 202 Board of Education, including two years as president. She is the founding member of the YWCA Evanston/North Shore’s Racial Justice Committee, having served for 10 years on the organization’s Board of Directors. Ms. Hayman is currently a member of the Y.O.U. Board of Directors and the YWCA Advisory Committee, and in the past has donated her time as a volunteer tutor at Books & Breakfast. A graduate of Leadership Evanston, Ms. Hayman holds bachelor’s and master’s degrees in English from Indiana University. |
| Library Board | Shawn Iles | Library Board |
| Library Board | Margaret Lurie | Library Board |
| Library Board | Vaishali Patel | Library Board |
| Library Board | Benjamin Schapiro | Library Board |
| Preservation | Commission Kenneth Itle | Preservation |

**For Action**
Library Board and Preservation Commission separated
Library Board
Passed 6-2

Ald. Suffredin and Fleming voted No

Preservation Commission
Passed 8-0

Call of the Wards

Ward 1:
1st Ward meeting June 5th from 7-9 p.m. at the Evanston Public Library. Requested that the Mayor look at the “Good Neighbour Fund” to see if there is money to pay for dumpsters that NU can’t afford for the dumpster move-out program

Ward 2:
Congratulated the ETHS class of 2018. Requested that a vote be taken to remove outreach programs and the mayor summer youth program off the list of services being considered to close.

Ward 3:
On June 7th office hours will be from 7-10 a.m. at Brothers K

Ward 4:
No Report

Ward 5:
No Report

Ward 6:
6th and 7th joint Ward meeting on June 5th at 7:30 p.m. at the Ecology Center

Ward 7:
Premature to talk of the deconstruction of the Harley Clarke Mansion. Wants to give Evanston Lakehouse & Gardens a year to raise the $1 Million before entering into a lease agreement and testing the waters for their vision of the mansion

Ward 8:
Asked staff to prepare a resolution for consideration by City Council for the next meeting. It directs the City Manager to explore the demolition of the Harley Clarke mansion. Referred to Rules Committee a binding referendum for the November ballot to make the City Clerk’s position an appointed position. Also referred to the Rules Committee to have new sidewalk cafes to be considered by city staff and Alderman of the designated Ward. Lastly, Ald. Rainey wanted to discuss the way Amazon purchases are handled.
Ward 9: Asked Public Works to generate a report of the top 10 capital improvement of city own facilities

**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 (8-0) City Council recessed into Executive Session.
AGENDA

I. DECLARATION OF A QUORUM: ALDERMAN RAINEY

II. APPROVAL OF MINUTES OF REGULAR MEETING OF MAY 29, 2018

III. CONSENT CALENDAR
   All matters listed under the Item III (3), Consent Calendar, are considered by the Committee to be routine and will be enacted in one motion without discussion. If discussion is desired, that item may be removed and considered separately.

(A1) Payroll – May 28, 2018 through June 10, 2018   $2,914,751.37
   For Action

(A2) Bills List – June 26, 2018   $3,366,487.59
   For Action

(A3) One-Year Contract Renewal with Sam Goss & Associates for Handyman Services
   Staff recommends that City Council authorize the City Manager to execute the final year of a three (3) year agreement with Sam Goss & Associates (1727 Brummel, Evanston) to provide handyman services for the Handyman Program. This agreement will cover the period of July 1, 2018 through June 31, 2019 at a cost not to exceed $35,000 ($30/hour for labor plus materials/supplies purchased to complete a task). Funding is provided from the Affordable Housing Fund (Account 250.21.5465.63095), with a budget of $35,000.00.
   For Action
(A4) **Contract with American Surveying & Engineering, P.C. for the Survey Benchmark Update**
Staff recommends City Council authorize the City Manager to execute a contract for the Survey Benchmark Update (No. 18-26) with American Surveying & Engineering, P.C. (150 N. Wacker Drive, Suite 2650, Chicago, IL 60606) in the amount of $49,447.42. This will verify the accuracy of the existing 18 survey monuments and to install an additional 20 monuments around the City. The monuments are utilized by contractors, developers, engineers, and City staff to design and construct projects ranging from roadway improvements to commercial development. Funding for this project will be provided from Capital Improvement Program (CIP) 2018 General Obligation Bonds (Account 415.40.4118.65515 – 418015), which has a budget allocation of $50,000, all of which is remaining.
For Action

(A5) **Contract with Construction Consulting & Disbursement Services for the Water Treatment Plant Door Renovations**
Staff recommends City Council authorize the City Manager to execute a contract with Construction Consulting & Disbursement Services (5836 Lincoln Avenue, Suite 200, Morton Grove, IL) for the Water Treatment Plant Door Renovations (Bid 18-29) in the amount of $80,500. Funding will be provided from the Water Fund (Account No. 513.71.7330.65515 – 718002), which was budgeted at $130,000 in FY 2018 and has $128,040 remaining.
For Action

(A6) **Sole Source Contract with Elcast Lighting to Repair the City of Evanston’s Street Light Fixtures and Units**
Staff recommends the City Council authorize the City Manager to execute a sole source contract for the repair of ninety-three (93) Tallmadge Induction lighting units and fifty-eight (58) Induction Davit fixtures with Elcast Lighting (815 S. Kay Avenue, Addison, Illinois, 60101) in the amount of $36,473.00. Funding for this purchase will come from Capital Improvement Fund – Street Improvement Program – Lighting (Account 415.40.4118.65515-418024) budgeted in the amount of $175,000.00 with a remaining balance of $85,000.
For Action

(A7) **Contract with Garland/DBS, Inc. for the Fire Station 2 Roof Replacement**
Staff recommends City Council authorize the City Manager to execute a contract for the Fire Station 2 Roof Replacement with Garland/DBS, Inc. (3800 East 91st St., Cleveland, OH) in the amount of $234,057. Funding will be provided from the GO Bond Capital Improvement Fund (Account 415.40.4118.65515 – 418007). The roof replacement project was budgeted at $220,000 in FY 2018. The additional $14,057 for the masonry repairs will be provided from Facilities Contingency.
For Action
A8) **Contract with Garland/DBS, Inc. for Mason Park Fieldhouse Roof and Exterior Improvements**

Staff recommends City Council authorize the City Manager to execute a contract for Mason Park Fieldhouse roof and exterior improvements with Garland/DBS, Inc. (3800 East 91st St., Cleveland, OH) in the amount of $109,996. Garland/DBS Inc. was the selected contractor for roofing and masonry work through the U.S. Communities cooperative purchasing program. Funding will be provided from Community Development Block Grant Funds (Account 415.40.4318.65515 – 618009). This project was budgeted at $110,000 in FY 2018.

**For Action**

A9) **Contract with MAG Construction Co. for the South Standpipe Pump Station Motor Control Center and Building Renovation**

Staff recommends the City Council authorize the City Manager to execute a contract for the South Standpipe Pump Station Motor Control Center and Building Renovation (Bid 18-17) with MAG Construction Co. (629 Homewood Avenue, Highland Park, IL 60035) in the amount of $377,000.00. Funding for will be provided from the Water Fund (Account 513.71.7330.65515 – 717006), which has an FY2018 budget of $325,000. Funding for the difference between the budget and the bid cost is available in the Water Fund from delays on other projects, specifically the Clearwell 9 Replacement Project.

**For Action**

IV. **ITEMS FOR CONSIDERATION**

A12) **Resolution 39-R-18, Local Agency Agreement with the Illinois Department of Transportation for the Central Street Bridge Phase II Engineering Funding**

Staff recommends City Council adoption of Resolution 39-R-18 authorizing the City Manager to sign a Local Agency Agreement with the Illinois Department of Transportation (IDOT) for the Central Street Bridge Phase II Engineering (construction plans). The Agreement establishes the maximum grant funding at 80% of the engineering cost and commits Evanston to fund 20% of the engineering cost. In accordance with IDOT procurement procedures, City staff negotiated a final cost for the Phase II Engineering with Stanley Consultants. The total Phase II Engineering cost is $519,512, of which $415,674 (80%) will be funded from a federal grant from the Surface Transportation Program – Bridge Program (STP-BR) and $103,918 (20%) from the City’s Capital Improvement Program (CIP) General Obligation Bonds.

**For Action**
(A13) Resolution 40-R-18, Agreements with Illinois Department of Transportation and Stanley Consultants, Inc. for the Central Street Bridge Phase II Engineering Study
Staff recommends City Council adoption of Resolution 40-R-18 authorizing the City Manager to sign a Preliminary Engineering Services Agreement for Federal Participation with the Illinois Department of Transportation and a Professional Services Agreement with Stanley Consultants, Inc. (850 West Higgins Road, Suite 730, Chicago, IL 60631) for the Central Street Bridge Phase II Engineering. The total cost of the Phase II Engineering Services with Stanley Consultants, Inc. is $519,512. A federal grant will reimburse the City for 80% of the engineering cost, or $415,674 and the remaining 20%, or $103,918 will be from the Capital Improvements Fund, 2018 General Obligation Bonds, account 415.40.4118.62145-416513.
For Action

(A14) Resolution 44-R-18, Approval of Amended Agreement for the Northern Illinois Police Alarm System
Evanston Police Department Staff recommend City Council adopt Resolution 44-R-18, authorizing the City Manager to approve an amended mutual aid agreement for the Northern Illinois Police Alarm System (NIPAS). NIPAS is a mutual-aid group that provides the Evanston Police Department with emergency services capability, mobile field force capability, and a large contingent of bicycle-officers trained for crowd control.
For Action

(A15) Resolution 27-R-18, Termination of Lease at 2222 Oakton; and Issuance of a Request for Qualifications/Proposals for Reuse
Staff seeks direction on the next steps for the City-owned property at 2222 Oakton Street, including issuance of a Request for Qualifications/Proposals. Staff recommends continuation of 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" to the next Administration & Public Works Committee meeting.
For Action

(A16) Resolution 29-R-18, Authorizing the City Manager to Enter into a Six Month Lease Agreement for Studio 220 at the Noyes Cultural Arts Center
Staff recommends City Council approval of Resolution 29-R-18, authorizing the City Manager to enter into an agreement for a six (6) month lease term with new tenant Soccorro Mucino, an Evanston resident, to lease vacant studio 220 at the Noyes Cultural Arts Center.
For Action
(A17) **Resolution 46-R-18, Amendment to the Commercial Lease of City-Owned Property located at 727 Howard Street to Hip Circle Empowerment Center**
Staff recommends City Council adoption of Resolution 46-R-18, authorizing the City Manager to amend the five year lease agreement with Hip Circle Empowerment Center located in city-owned property at 727 Howard Street to account for additional expenses related to construction of tenant improvements. **For Action**

(A18) **Ordinance 67-O-18, Updating Authorized Signatories and Financial Institutions for Deposits/Investments of City Funds**
Staff recommends City Council adopt Ordinance 67-O-18 to allow the City to invest money using services of 5/3 Securities, Inc., PFM Investment Services and Wintrust Community Bank. **For Introduction**

(A19) **Ordinance 72-O-18, Increasing the Onsite Beer Sample Sale Size Limit From 24 to 32 ounces for the Class K license Class.**
Local Liquor Commissioner recommends City Council adoption of Ordinance 72-O-18, amending Evanston City Code Subsection 3-4-6-(K) to increase the onsite beer sample sale size limit from 24 to 32 ounces. **For Introduction**

(A20) **Ordinance 73-O-18, Amending Sunday Service Hours to Begin at 10 a.m. for Restaurant Liquor Licenses**
Local Liquor Commissioner recommends City Council adoption of Ordinance 73-O-18, amending Evanston City Code Subsections 3-4-6-(A), 3-4-6-(C), 3-4-6-(C-1), 3-4-6-(D), 3-4-6-(H), 3-4-6-(I), and 3-4-6-(J) to amend Sunday alcohol service hours to begin at 10 a.m. **For Introduction**

(A21) **Ordinance 74-O-18, Decreasing the Number of Class C Liquor Licenses for Cheesie’s Pub and Grub LLC, located at 622 Davis Street**
Staff recommends City Council adoption of Ordinance 74-O-18, amending Evanston City Code Subsection 3-4-6-(C) to decrease the number of Class C Liquor Licenses from twenty-five (25) to twenty-four (24), due to the closure of Cheesie’s Pub and Grub located at 622 Davis Street. **Staff recommends suspension of the rules for Introduction and Action at the June 25, 2018 City Council meeting.** **For Introduction and Action**
V. ITEMS FOR DISCUSSION

(APW1) Fire Department Services Evaluation
Staff requests the Administration and Public Works Committee receive a report providing an overview and evaluation of current Fire Department staffing and resource delivery along with budgetary considerations for the department relative to FY2019.
For Discussion

VI. COMMUNICATIONS

VII. ADJOURNMENT
MEMBERS PRESENT: T. Suffredin, A. Rainey, C. Fleming

MEMBERS ABSENT: P. Braithwaite, R. Rue Simmons


PRESIDING OFFICIAL: Ald. Fleming

I. DECLARATION OF A QUORUM: ALDERMAN FLEMING, CHAIR
A quorum being present, Ald. Fleming called the meeting to order at 6:11 p.m.

II. APPROVAL OF MINUTES OF REGULAR MEETING OF MAY 14, 2018
Ald. Fleming moved to accept the Minutes of May 14, 2018 and the A&PW meeting as submitted, seconded by Ald. Rainey.

The Minutes of the May 14, 2018 A&PW meeting were approved unanimously 3-0.

III. ITEMS FOR CONSIDERATION

(A1) Payroll – April 30, 2018 through May 13, 2018  $ 3,049,254.40

(A2.1) Bills List – May 30, 2018  $ 5,237,593.76

Credit Card Activity (not including Amazon) - Period Ending March 31, 2018
Bank of America  $ 17,565.93

Credit Card Activity (not including Amazon) - Period Ending March 26, 2018
BMO  $ 132,105.42

For Action
Ald. Rainey moved to recommend approval of the City of Evanston Payroll for the period April 30, 2018 through May 13, 2018 in the amount of $3,049,254.40, the Bills list through May 30, 2018 in the amount of $5,237,593.76, credit card activity (not including Amazon) for the period ending March 31, 2018 for Bank of America in the amount of $17,565.93 and credit card activity (not including Amazon) for the period ending March 26, 2018 for BMO in the amount of $132,105.42, seconded by Ald. Suffredin.
The Committee voted unanimously 3-0 to approve the payroll, bills and credit card activity.

(A2.2) Amazon Credit Card Activity – Period Ending March 31, 2018  
Bank of America $1,454.57

Amazon Credit Card Activity – Period Ending March 26, 2018  
BMO $12,061.30

For Action
Ald. Rainey moved to recommend approval of the Amazon credit card activity for the period ending March 31, 2018 for Bank of America in the amount of $1,454.57 and the Amazon credit card activity for the period ending March 26, 2018 for BMO in the amount of $12,061.30, seconded by Ald. Fleming.

The Committee voted 2-0 with Ald. Suffredin abstaining to approve the credit card activity.

(A3.1) Contract with J.A. Johnson Paving Company for 2018 Motor Fuel Tax Street Resurfacing Project
Staff recommends City Council authorize the City Manager to execute a contract for the 2018 Motor Fuel Tax (MFT) Street Resurfacing Project (Bid No. 18-19) with J.A. Johnson Paving Company (1025 E. Addison Court, Arlington Heights, IL 60005) in the amount of $1,022,639.20. Funding will be provided from the Motor Fuel Tax Fund (Fund 200), which has a total Budget of $1,508,678, FY 2018 budget allocation of $1,200,000 and charged to Account 415.40.4118.65515-418018.

For Action
Ald. Suffredin moved to recommend City Council authorize the City Manager to execute a contract for the 2018 Motor Fuel Tax (MFT) Street Resurfacing Project (Bid No. 18-19) with J.A. Johnson Paving Company in the amount of $1,022,639.20, seconded by Ald. Rainey.

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

(A3.2) One-Year Contract with Corrective Asphalt Materials for Reclamite® Pavement Rejuvenation Program
Staff recommends City Council authorize the City Manager to execute a one-year contract for Reclamite® pavement sealing with Corrective Asphalt Materials (43W630 Wheeler Road, Sugar Grove, IL 60554) in the not to exceed amount of $50,000. This contract award is part of a bid let by the Municipal Partnering Initiative. Funding will be from Capital Improvement Program Funds (Account 415.40.4118.65515-418018) with a FY 2018 budget and remaining balance of $50,000.

For Action
Ald. Fleming moved to recommend City Council authorize the City Manager
to execute a one-year contract for Reclamite® pavement sealing with Corrective Asphalt Materials in the not to exceed amount of $50,000, seconded by Ald. Rainey.

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

(A3.3) Purchase of Arbotect Fungicide from Rainbow Treecare Scientific Advancements

Staff recommends the City Council authorize the City Manager to execute a purchase order for the sole source purchase of 72 gallons of Arbotect fungicide from Rainbow Treecare Scientific Advancements (Minnetonka, MN) for a total purchase amount of $28,248.88. This vendor has the sole license from the European manufacturer, Syngenta, to distribute Arbotect in the United States. Funding for this purchase is from the General Fund - Forestry (Account 100.40.4320.62496), which has a 2018 budget and YTD balance of $38,000.

For Action
Ald. Rainey moved to recommend City Council authorize the City Manager to execute a purchase order for the sole source purchase of 72 gallons of Arbotect fungicide from Rainbow Treecare Scientific Advancements for a total purchase amount of $28,248.88, seconded by Ald. Suffredin.

The Committee voted unanimously 3-0 to approve the purchase order.

(A3.4) Sole Source Contract with Otis Elevator Company for Modernization of Elevators at the Lorraine H. Morton Civic Center

Staff recommends City Council authorize the City Manager to execute a sole source contract for elevator modernization at the Lorraine H. Morton Civic Center with Otis Elevator Company (949 Oak Creek Drive, Lombard, IL60148), in the amount of $456,779.00. Funding will be provided from the Capital Improvement Program 2018 General Obligation Bonds in the amount of $456,779. A detailed breakdown of Accounts can be found on the corresponding transmittal memorandum.

For Action
Ald. Suffredin moved to recommend City Council authorize the City Manager to execute a sole source contract for elevator modernization at the Lorraine H. Morton Civic Center with Otis Elevator Company in the amount of $456,779.00, seconded by Ald. Rainey.

At Ald. Suffredin’s inquiry, Public Works Agency Bureau Chief Lara Biggs explained that the two major issues in the Civic Center are the HVAC and elevators. The elevators require an upgrade of all the mechanicals and the boiler is in need of rehab. She suggests a boiler study to understand how to proceed with repair.

Ald. Rainey supports the replacement and repair of the elevators for the safety of all that frequent this building.

The Committee voted unanimously 3-0 to approve the contract.
(A3.5) **Contract with Kovilic Construction Co., Inc. for Church Street Harbor – South Pier Renovations**

Staff recommends authorizing the City Manager to execute a contract for the Church Street Harbor – South Pier Renovations (Bid 18-25) with Kovilic Construction Co., Inc. (3721 N. Carnation Street, Franklin Park, IL) in the amount of $891,000.00. Funding will be provided from the Capital Improvement Program 2018 General Obligation Bonds for Church Street Harbor in the amount of $891,000. A detailed breakdown of Accounts can be found on the corresponding transmittal memorandum.

**For Action**

Ald. Fleming moved to recommend City Manager to execute a contract for the Church Street Harbor – South Pier Renovations (Bid 18-25) with Kovilic Construction Co., Inc. in the amount of $891,000.00, seconded by Ald. Rainey.

At Ald. Suffredin’s inquiry, Parks, Recreation and Community Services Director Lawrence Hemingway explained that the boat launch generates approximately $200,000 per year in revenue annually. The aquatics camp, which also uses the boat ramp, generates around $180,000 annually in revenue. It is also the access point for lifeguard and fire department rescue.

At Ald. Suffredin’s inquiry, Director Hemingway noted that there are other boat launches in Chicago, Wilmette and Waukegan, but does not have the fees charged in those communities at the moment. This project has been delayed in previous years, but in order to reduce the costs of future dredgings it needs to be done now. This is this most sand he has seen in the harbor in the past three years.

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

(A3.6) **Three-Year Contract with Mark Vend Company for Vending Machine Services at City of Evanston Facilities**

Staff recommends City Council authorize the City Manager to execute a three (3) year contract with Mark Vend Company for the City’s vending machine services (RFP 18-22). Mark Vend Company was the only firm that responded to the Request for Proposal. There is no cost associated with this contract. Mark Vend will share profits from the vending machines, and will include $5,000 worth of in-kind donations annually “to be used for events or other activities at the discretion of the City and the Parks, Recreation and Community Services Director.”

**For Action**

Ald. Rainey moved to recommend City Council authorize the City Manager to execute a three (3) year contract with Mark Vend Company for the City’s vending machine services (RFP 18-22), seconded by Ald. Suffredin.

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

(A3.7) **Renewal of Sole Source Computer Aided Dispatch Software License and”**
Service Agreement with Superion
Staff recommends that the City Council authorize the City Manager to renew sole source software license and service agreement with Superion (1000 Business Center Drive, Lake Mary, FL) for the Police Department’s CAD (Computer Aided Dispatch) software in the amount of $75,592.43. The Agreement is effective from May 1, 2018 through April 30, 2019. Funding will be provided by the Emergency Telephone System Fund (Account 205.22.5150.62509), with a FY18 budget of $220,000 and a YTD balance of $130,762.

For Action
Ald. Suffredin moved to recommend City Council authorize the City Manager to renew sole source software license and service agreement with Superion for the Police Department’s CAD (Computer Aided Dispatch) software in the amount of $75,592.43 effective from May 1, 2018 through April 30, 2019, seconded by Ald. Rainey.

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

(A3.8) Two-Year Contract Amendment for Parking Meters and Multi-Space Pay Stations with Duncan Solutions
Staff recommends the City Council authorize the City Manager to execute a multi-year contract (2-year agreement with a 1-year option to renew) with to Duncan Solutions Inc. (633 W. Wisconsin Ave., Milwaukee, WI) to cover the fees for remote monitoring and management of the credit card functionality in the amount of $91,971. Funding for this contract will come from the Parking Fund - Parking Lots and Meters (Account 505.19.7015.65070), with a FY18 budget of $230,000 and a YTD balance of $192,811.54.

For Action
Ald. Fleming moved to recommend City Council authorize the City Manager to execute a multi-year contract (2-year agreement with a 1-year option to renew) with to Duncan Solutions Inc. to cover the fees for remote monitoring and management of the credit card functionality in the amount of $91,971, seconded by Ald. Rainey.

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

(A3.9) Sidewalk Café – Falcon Eddy’s Barbeque
Staff recommends City Council approval of first-time application for a sidewalk café permit for Falcon Eddy’s Barbeque, a Type 2 restaurant located at 825 Church Street. The sidewalk café will consist of four tables with two seats each for a seating capacity of eight, and will operate daily from 11:00 a.m. - 9:00 p.m.

For Action
Ald. Rainey moved to recommend City Council approval of first-time application for a sidewalk café permit for Falcon Eddy’s Barbeque, a Type 2 restaurant located at 825 Church Street consisting of four tables with two seats each for a seating capacity of eight, and will operate daily from 11:00 a.m. - 9:00 p.m., seconded by Ald. Suffredin.

The Committee voted unanimously 3-0 to approve the permit.
(A3.10) Request to Extend Hours for Alcohol Service for The Celtic Knot
Staff submits for City Council approval to approve extension of alcohol service hours for The Celtic Knot located at 626 Church Street from June 14, 2018 through July 15, 2018 accommodating the airing of live coverage of the 2018 World Cup. Because of the time difference, applicant requests alcohol service to begin at 7:00 a.m.

For Action
Ald. Suffredin moved to recommend City Council approval to approve extension of alcohol service hours for The Celtic Knot located at 626 Church Street from June 14, 2018 through July 15, 2018 accommodating the airing of live coverage of the 2018 World Cup applicant requests alcohol service to begin at 7:00 a.m., seconded by Ald. Fleming.

The Committee voted unanimously 3-0 to approve the extension of service hours.

(A4) Resolution 27-R-18, Terminate Lease for City-Owned Real Property Located at 2222 Oakton Street with Smylie Brothers
Staff seeks direction on the next steps for the City-owned property at 2222 Oakton Street, including possible issuance of a Request for Qualifications/Proposals. Staff recommends continuation of 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” to the next Administration & Public Works Committee meeting.

For Action: Request Direction/Continue Action on Resolution
Ald. Fleming moved to recommend direction on the next steps for the City-owned property at 2222 Oakton Street, including possible issuance of a Request for Qualifications/Proposals, seconded by Ald. Rainey.

PUBLIC COMMENT
India Mussell-McKay/Debbie Evans, owners of Peckish Pig, spoke regarding their interest in submitting a proposal to turn the recycling center in a multi-functional event space for public and private events/food hall. Peckish Pig currently generates over $75,000 annually in sales, liquor and property taxes.

Aina Gutiérrez, Executive Director of the Evanston Rebuilding Warehouse, feels that their mission is in line with the City’s sustainability efforts. She would like to use the space to offer classes and workshops and expand job creation and its workforce development program.

Lou Dickson, founder of Evanston Rebuilding Warehouse, asked the Committee for consideration of its proposal. She opened the current location right before the recycling center closed.

Ald. Rainey directed staff to come back to the next meeting with a plan to terminate the Smylie Brothers lease and an RFP for use of the space. This
property needs to go on the tax rolls. She would like to see scenarios of leasing, sale and lease-to-own options.

Community Development Director Johanna Leonard will continue to stress lease terms to Smylie Brothers in an effort to determine what is owed to the City.

Ald. Fleming expressed her preference to sell the property. She is open to use, except restaurants because of the proximity of liquor to James Park events and traffic.

Ald. Rainey suggested taking a look at the zoning for the area to determine permitted uses. Community Development Director Leonard will return to Committee with a RFP document with permitted uses.

This item was held in Committee.

(A5) Ordinance 63-O-18, Amending the City Code to Remove One-Way Alley Restriction between Harrison Street and Colfax Place
Staff recommends City Council adopt Ordinance 63-O-18, amending Section 10-11-4, Schedule IV(B) of the City Code to remove one-way restriction for the alley between Harrison Street and Colfax Place east of Crawford Avenue. The required signs will cost approximately $40 and will be installed by in-house staff. Funding will come from the General Fund-Traffic Control Supplies (Account 100.40.4520.65115), with a FY 2018 budget of $58,000 and a YTD balance of $24,406.

For Introduction
Ald. Fleming moved to recommend City Council adopt Ordinance 63-O-18, amending Section 10-11-4, Schedule IV(B) of the City Code to remove one-way restriction for the alley between Harrison Street and Colfax Place east of Crawford Avenue, seconded by Ald. Suffredin.

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

(A6) Ordinance 35-O-18, Sale of Surplus Property Fleet Vehicles
Staff recommends that City Council adopt Ordinance 35-O-18, directing the City Manager to offer the sale of vehicles owned by the City through public auction at the Northwest Municipal Vehicle Auction being sponsored by America’s Auto Auctions on Tuesday, July 24, 2018 or any other subsequent America’s Online Auction. These vehicles have been determined to be surplus as a result of new vehicle replacements being placed into service or vehicles that had to be taken out of service for safety reasons with the intention of eventual replacement.

For Introduction
Ald. Rainey moved to recommend City Council adopt Ordinance 35-O-18, directing the City Manager to offer the sale of vehicles owned by the City through public auction at the Northwest Municipal Vehicle Auction being sponsored by America’s Auto Auctions on Tuesday, July 24, 2018 or any other subsequent America’s Online Auction, seconded by Ald. Suffredin.
The Committee voted unanimously 3-0 to adopt the ordinance.

IV. ITEMS FOR DISCUSSION

(APW1) Sherman Plaza Parking Garage Rooftop Fence
At the February 12, 2018, City Council meeting, Alderman Fiske requested that the topic of fencing for the rooftop of the Sherman Plaza Parking Garage be brought back for discussion due to a recent, potential suicide attempt at the garage thwarted by successful police intervention. At the April 9, 2018 Committee meeting, Council requested Staff return with an update on costs associated with the staff intervention and the installation of a fence.

For Discussion
At Ald. Rainey’s direction, Assistant City Manager Erika Storlie will discuss the Sherman Plaza Condo Association paying for half the cost of fencing the rooftop. She will bring this item back to a subsequent meeting.

At Ald. Fleming’s inquiry, Assistant City Manager Storlie explained that some of the personnel costs from the suicide attempt at the parking garage earlier in the year was partial overtime. Most of the personnel that responded were already on duty.

VI. COMMUNICATIONS

VII. ADJOURNMENT
Ald. Fleming moved to adjourn the meeting, seconded by Ald. Suffredin. The meeting adjourned at 6:57pm.
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: June 20, 2018

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

Summary:
Payroll – May 28, 2018 through June 10, 2018 $2,914,751.37
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Bills List – June 26, 2018 $3,366,487.59
General Fund Amount – Bills list $ 293,921.94

TOTAL AMOUNT OF BILLS LIST & PAYROLL $6,281,238.96

*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.

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## CITY OF EVANSTON

### BILLS LIST

**PERIOD ENDING 06.26.2018**

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### 65060 NEW RIDE INC.

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PREPARED BY ___________________________ DATE ___________________________

REVIEWED BY ___________________________ DATE ___________________________

APPROVED BY ___________________________ DATE ___________________________
For City Council meeting of June 25, 2018

Business of the City by Motion: Handyman Agreement Renewal
For Action

Memorandum

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

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

Subject: Approval of Handyman Agreement Renewal with Sam Goss & Associates

Date: June 25, 2018

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute the final year of a three (3) year agreement with Sam Goss & Associates (1727 Brummel) to provide handyman services for the Handyman Program. This agreement will cover the period of July 1, 2018 through June 31, 2019.

Funding Source:
Funding is provided from the Affordable Housing Fund (Account 250.21.5465.63095), with a budget of $35,000.00.

Livability Benefits:
Built Environment: Support housing affordability
Economy and Jobs: Retain and expand local businesses

Summary:
The City of Evanston Community Services Division provides a Handyman Program for eligible senior residents. These are minor repair and maintenance services in the homes or apartments of its seniors so they may remain safely in their residences. This program is funded by Affordable Housing Fund and is used for materials and labor.
The Handyman Program performs very small scale housing rehab/repair jobs that increase safety, reduce energy and water usage and help low-income seniors age in place.

In 2016, the City of Evanston sought proposals for contracting a vendor to provide handyman services to be performed in homes of older residents. The vendor is to assess individual tasks, perform the job, pay for materials, and prepare a monthly
invoice for the City of Evanston to reimburse labor and materials. Nineteen companies were contacted and two quotes were received: On Call Properties, Inc and Sam Goss and Associates. Sam Goss & Associates is the current vendor and was also the lowest bid received by City staff. Below is a bid tabulation from the RFP issued in 2016 showing the detailed results:

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<tr>
<th>Contractor</th>
<th>Pricing Per Job</th>
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<tbody>
<tr>
<td>Goss &amp; Associates</td>
<td>$30/hour plus materials</td>
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<tr>
<td>On Call Properties, Inc</td>
<td>Job charges range from $120-$990. Additional charges for jobs not associated with list in RFP of $100/hour.</td>
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</tbody>
</table>

This Agreement has a term of July 1, 2018 – June 30, 2019 at a cost-not-to-exceed $35,000.00 (labor plus materials/supplies purchased to complete a task).

Attachment:
Agreement
THIS AGREEMENT (hereinafter referred to as the “Agreement”) entered into this 1st day of July, 2018, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the “City”), and Goss & Associates, Inc with offices located at 1727 Brummel St. Evanston, IL 60202 (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 $50,000.

I. COMMENCEMENT DATE

Consultant shall commence the Services on July 1, 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 June 30, 2019. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

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

Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City’s Request for Proposal/Qualifications No. # 16-46 (Exhibit B) and Consultant’s Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

VII. SEXUAL HARASSMENT POLICY

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

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;

C. A description of sexual harassment utilizing examples;

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

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

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

VIII. CONSULTANT CERTIFICATIONS

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

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

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

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

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

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

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

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

IX. INTEGRATION

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

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

CONSULTANT:     CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201

By ________________________  By:________________________
Its:  ________________________  Its:  City Manager
FEIN Number:  _______________  Date:  _____________________
Date:  _______________________

By:__________________________
Its:  ________________________
For City Council meeting of June 25, 2018  
Business of the City by Motion: Survey Benchmark Update Contract  
For Action

Memorandum

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

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

Subject: Approval of Contract for Survey Benchmark Update (No. 18-26)

Date: June 25, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a contract for the Survey Benchmark Update (No. 18-26) with American Surveying & Engineering, P.C. (150N. Wacker Drive, Suite 2650, Chicago, IL 60606) in the amount of $49,447.42.

Funding Source:
Funding for this project will be provided from Capital Improvement Program (CIP) 2018 General Obligation Bonds (Account 415.40.4118.65515 – 418015), which has a budget allocation of $50,000, all of which is remaining.

Livability Benefits:
Built Environment: Enhance public spaces

Background Information:
The City of Evanston maintains survey monuments throughout the city limits. The monuments are utilized by contractors, developers, engineers, and City staff to design and construct projects ranging from roadway improvements to commercial development.

There are currently 18 usable survey monuments in the City, however, many more have been damaged over the years and various locations around town are without easily accessible benchmarks or monuments. Additionally, Evanston utilizes its own datum for determining elevations. Due to this unique standard, it is important for companies who are not familiar with working in the City to have many accurate benchmarks to reference.
A proposal was requested from surveying and engineering firms to verify the accuracy of the existing 18 monuments and to install an additional 20 monuments around the City. The work performed by the selected company will also be updated into the City’s GIS database.

Analysis:
The RFP was advertised on Demandstar and in the Pioneer Press. Proposals were received on May 22, 2018. Six consultants submitted proposals for this project as follows.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Surveying &amp; Engr.</td>
<td>150 N. Wacker Dr., Suite 2650, Chicago, IL 60606</td>
</tr>
<tr>
<td>Accurate Group</td>
<td>101 Schelter Rd., Suite B 200, Lincolnshire, IL 60069</td>
</tr>
<tr>
<td>Christopher B. Burke Engr.</td>
<td>9575 West Higgins Rd., Suite 600, Rosemont, IL 60018</td>
</tr>
<tr>
<td>H.R. Green</td>
<td>820 Davis St., Suite 500, Evanston, IL 60201</td>
</tr>
<tr>
<td>TERRA Engineering</td>
<td>225 W. Ohio St., 4th Floor, Chicago, IL 60654</td>
</tr>
<tr>
<td>Thomas Engineering</td>
<td>238 S. Kenilworth Ave., Suite 100, Oak Park, IL 60302</td>
</tr>
</tbody>
</table>

A selection committee consisting of members from the Public Works Agency and Purchasing reviewed the proposals and scored the firms for project selection. A summary table of the scoring results is below.

<table>
<thead>
<tr>
<th>Firm</th>
<th>Qualifications and Expertise</th>
<th>Project Approach</th>
<th>Price</th>
<th>Organization and Completeness of Proposal</th>
<th>Willingness to Execute City Contract</th>
<th>M/W/EBE Participation</th>
<th>Total</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Surveying &amp; Engr.</td>
<td>25</td>
<td>15</td>
<td>30</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>100</td>
<td>$49,447.42</td>
</tr>
<tr>
<td>Accurate Group</td>
<td>17</td>
<td>10</td>
<td>5</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>62</td>
<td>$243,427.01</td>
</tr>
<tr>
<td>Christopher B. Burke Engr.</td>
<td>19</td>
<td>12</td>
<td>18</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>80</td>
<td>$92,500.00</td>
</tr>
<tr>
<td>H.R. Green</td>
<td>20</td>
<td>9</td>
<td>26</td>
<td>8</td>
<td>10</td>
<td>10</td>
<td>83</td>
<td>$59,000.00</td>
</tr>
<tr>
<td>Terra Engineering</td>
<td>17</td>
<td>7</td>
<td>28</td>
<td>7</td>
<td>10</td>
<td>10</td>
<td>79</td>
<td>$52,852.32</td>
</tr>
<tr>
<td>Thomas Engineering</td>
<td>22</td>
<td>13</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>75</td>
<td>$168,846.88</td>
</tr>
</tbody>
</table>

Based on the scoring by the selection committee there was unanimous agreement that American Surveying and Engineering delivered the best proposal. They were brought in for a follow-up interview which further reinforced their qualifications for this work.
Staff has successfully worked with American Surveying and Engineering on prior projects and found their past experience very applicable to the work required for this project. Therefore, staff recommends that the contract be awarded to American Surveying and Engineering for a total cost of $49,447.42.

American Surveying and Engineering is an MBE therefore 100% of the value of this contract will go toward the City’s MBE goal.

Attachments:
Memo on M/W/EBE Compliance, dated 06/25/2018
To:        David Stoneback, Public Work Agency Director  
           Lara Biggs, Bureau Chief – Capital Planning / City Engineer  
           Chris Venatta, P.E., Senior Project Manager  

From:     Tammi Nunez, Purchasing Manager  

Subject:  Survey Benchmark Update, RFP 18-26  

Date:     June 25, 2018  

The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City’s goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract.

With regard to the recommendation for the Survey Benchmark Update, RFP 18-26, American Surveying & Engineering’s total base bid is $49,447.42, and they will receive 100% credit for compliance towards the M/W/EBE goal.

<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>WBE</th>
<th>EBE</th>
</tr>
</thead>
</table>
| American Surveying & Engineering  
150 N, Wacker, Suite 2650  
Chicago, IL 60606  
| Engineering Services  
| $49,447.42  
100%  
x |
| Total M/W/EBE  
| $49,447.42  
100%  
| |

CC: Hitesh Desai, Chief Financial Officer
For City Council meeting of June 25, 2018

Business of the City by Motion: Water Treatment Plant Door Renovations
For Action

Memorandum

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

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

Subject: Water Treatment Plant Door Renovations (Bid 18-29)

Date: June 25, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a contract with
Construction Consulting & Disbursement Services (5836 Lincoln Avenue, Suite 200,
Morton Grove, IL) for the Water Treatment Plant Door Renovations (Bid 18-29) in the
amount of $80,500.

Funding Source:
Funding will be provided from the Water Fund (Account No. 513.71.7330.65515 –
718002), which was budgeted at $130,000 in FY 2018 and has $128,040 remaining.

Livability Benefits:
Built Environment: Manage water resources responsibly
Education, Arts, & Community: Preserve and reuse historic structures and sites
Health & Safety: Enhance resiliency to natural & human hazards

Background:
The Evanston water treatment plant was built in several expansions from 1914 through
1964. Over time, many of the interior and exterior doors have reached the point of
needing repair or replacement, either for security or because of difficulty in operation.
Seven of these doors have been included in this project as follows:

- Two exterior overhead doors to be replaced
- One exterior high-security double-door to be replaced
- One interior swing door to be replaced
- Three doors to be repaired (two exterior, one interior)
Design of this project was completed by in-house staff. Since the oldest section of the water plant, built in 1914, has been designated a historic landmark, staff presented the project to the Historic Preservation Commission on January 9, 2018, and the project received a positive recommendation.

Construction of this project is scheduled to begin in July 2018. The current substantial completion deadline is September 15, 2018.

Analysis:
On May 3, 2018, the City of Evanston advertised the project in the Chicago Tribune and on Demandstar. A mandatory pre-bid meeting was held on May 10, 2018, which was attended by three contractors. However, on May 23, 2018 only two bids were received as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Consulting &amp; Disbursement Services</td>
<td>$80,500.00</td>
</tr>
<tr>
<td>5836 Lincoln Ave., Suite 200, Morton Grove, IL. 60053</td>
<td></td>
</tr>
<tr>
<td>G.A. Johnson &amp; Son</td>
<td>Non-responsive</td>
</tr>
<tr>
<td>828 Foster Street, Evanston, IL. 60201</td>
<td></td>
</tr>
</tbody>
</table>

Staff reviewed the bid, and the pricing is reasonable. CCDS has requested waiver to the City’s M/W/EBE goal (see attached memo for more information). CCDS has successfully completed various construction projects with the City of Evanston. Staff therefore recommends that the contract be awarded to CCDS for a total amount of $80,500.

Attachments:
M/W/EBE Memo
To:        David Stoneback, Public Works Agency Director  
          Lara Biggs, P.E. Bureau Chief – Capital Planning / City Engineer  
          Paul Moyano, Senior Project Manager  
          Anil Khatkhate, Project Manager

From:     Tammi Nunez, Purchasing Manager

Subject:  Water Production Facility Doors Renovations, Bid 18-29

Date:     June 25, 2018

The goal of the Minority, Women, and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City has established a 25% M/W/EBE subcontracting participation goal for general contractors. However, the Water Production Facility Doors Renovations, Bid 18-29, precludes subcontracting opportunities.

No M/W/EBEs responded to outreach on behalf of this project. Therefore a waiver is granted.

CC: Hitesh Desai, Chief Financial Officer
For City Council meeting of June 25, 2018

Business of the City by Motion: Sole Source Street Light Fixture Repairs
For Action

Memorandum

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

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

Subject: Sole Source Purchase for Street Light Fixture Repairs

Date: June 25, 2018

Recommended Action:
Staff recommends the City Council authorize the City Manager to execute a sole source contract for the repair of ninety-three (93) Tallmadge Induction lighting units and fifty-eight (58) Induction Davit fixtures with Elcast Lighting (815 S. Kay Avenue, Addison, Illinois, 60101) in the amount of $36,473.00.

Funding Source:
Funding for this purchase will come from Capital Improvement Fund – Street Improvement Program – Lighting (Account 415.40.4118.65515-418024) budgeted in the amount of $175,000.00 with a remaining balance of $85,000.

Livability Benefits:
Built Environment – Provide compact and complete streets and neighborhoods
Climate & Energy – Improve energy and water efficiency

Background:
In 2003 the City Council awarded Elcast Lighting the contract to produce the Induction lighting units for the upgrade of 4,200 Tallmadge street lights. The upgrade project consisted of Elcast suppling the lighting units and City forces installing them in the Tallmadge street lights. The total upgrade project lasted 4 years. In 2011 the City began installing Induction Davit fixtures on streets such as Green Bay Road, Simpson Street and Dodge Avenue. Over the past 10 years Elcast lighting has been providing their Induction expertise in repairing many of the City’s lighting units and fixtures that have needed repair.
Summary:
In the past, Traffic Operations relied on residents or other Departments to report street light outages. On average approximately 65 Tallmadge induction lighting units and 30 induction Davit fixtures were reported and repaired.

However, this past winter a new program was initiated to use the overnight snow command staff to patrolled the entire City and record any street light outages they observed. The lists of outages were then forward to Traffic Operations for repairs. The outages found by the overnight snow command staff was much larger than normally reported to Traffic Operations and consequently the number of Induction units and fixtures that need repair is much greater. Elcast Lighting has proposed to repair 93 of the Tallmadge lighting units and 58 of the Induction Davit fixtures for a total cost of $36,473.00. Elcast's unit price to make the repairs is the same price that they provided Evanston in 2016 & 2017.

Due to the success in capturing so many street light outages that normally would not have been found or reported, it is anticipated that this program will be continued in future years.

Legislative History:
In 2003 City Council awarded Elcast Lighting a contract to produce the Induction lighting units that are currently used in the City’s 4,200 Tallmadge street lights

Attachments:
Elcast Lighting Quote
CITY OF EVANSTON-ATTN: TOM TWIGG  
2100 RIDGE AVE  
EVANSTON, IL 60201  
United States of America

CITY OF EVANSTON  
PUBLIC WORKS ADMINSTN  
2100 RIDGE AVE  
EVANSTON, IL 60201  
United States of America

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>REFURBISH FIXTURE</td>
<td>66</td>
<td>$273.00</td>
<td>$18,018.00</td>
</tr>
<tr>
<td>002</td>
<td>REFURBISH FIXTURE</td>
<td>27</td>
<td>$125.00</td>
<td>$3,375.00</td>
</tr>
<tr>
<td>003</td>
<td>200W AMERICAN INDUCTION REFURBISH FIXTURE</td>
<td>58</td>
<td>$260.00</td>
<td>$15,080.00</td>
</tr>
</tbody>
</table>

**Total:** $36,473.00

**Terms:** NET 30  
**Ship Via:** BEST WAY  
**Salesperson:** SLS999

Quotation is valid for 30 days. Orders are subject to Elcast terms and conditions.
For City Council meeting of June 25, 2018

Item A7

Business of the City by Motion: Fire Station 2 Roof Replacement
For Action

Memorandum

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

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

Subject: Fire Station 2 Roof Replacement

Date: June 25, 2018

Action:
Staff recommends City Council authorize the City Manager to execute a contract for the
Fire Station 2 Roof Replacement with Garland/DBS, Inc. (3800 East 91st St., Cleveland,
OH) in the amount of $234,057.

Funding Source:
Funding will be provided from the GO Bond Capital Improvement Fund (Account
415.40.4118.65515 – 418007). The roof replacement project was budgeted at $220,000
in FY 2018. The additional $14,057 for the masonry repairs will be provided from
Facilities Contingency.

Livability Benefits:
Health & Safety: Improve emergency prevention and response, Enhance resiliency to
natural and human hazards

Background:
In 2016, the City Council approved a contract with TFS Alliance Group to investigate
and assess all City building roofs for their condition and life expectancy. The report
indicated that at Fire Station 2, several areas of the roof were saturated due to water
infiltration, mainly around roof drains. Additionally, the roofing membrane has dried out
and lost its flexibility, developing cracks. The roof has exceeded its life expectancy and
is recommendation for replacement at this time. Furthermore, a masonry parapet wall at
the building’s northwest corner has cracked and moved. It is necessary to remove the
existing wall and rebuild it with reinforcing to prevent water infiltration. This work is
quoted as an alternate.
Construction of this project is scheduled to begin in July 2018. The current substantial completion deadline is October 31, 2018.

U.S. Communities Purchasing Program:
The City of Evanston has used the U.S. Communities cooperative purchasing program for various roofing projects in the past four years. Garland/DBS Inc. is the selected contractor for roofing and masonry work through this program. Garland was selected through a competitive Request for Proposal process in 2015 in Cobb County, Georgia for a nationwide, three-year contract.

Under the U.S. Communities process, Garland acted as the project designer and produced bid documents for the project. The bid documents were sent to U.S. Communities prequalified general contractors for bidding of the labor only, while Garland is providing all material at a pre-approved price. A full labor and materials warranty is provided by Garland at the completion of the work. The City has previously contracted with Garland through the U.S. Communities process for replacement, repairs and refinishing of roofs in 2014, 2016 and 2017. Garland has successfully completed all of these prior projects to the satisfaction of staff and facility occupants. Staff recommends utilizing the U.S. Communities process for this project and the award of this contract to Garland.

Analysis:
On June 8, 2018, staff received a proposal from Garland/DBS Inc. Garland obtained proposals for labor from four local prequalified contractors. Garland’s proposal using these contractors is as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Masonry Alternate</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>DCG Roofing Solutions, Inc. Futurity 19, Lc for Masonry Alternate</td>
<td>$223,808.00</td>
<td>$10,249.00</td>
<td>$234,057.00</td>
</tr>
<tr>
<td>G.E. Riddiford Co.</td>
<td>$244,621.00</td>
<td>$22,071.00</td>
<td>$266,692.00</td>
</tr>
<tr>
<td>Knickerbocker Roofing &amp; Paving Co.</td>
<td>$258,794.00</td>
<td>No Bid</td>
<td>$258,794.00</td>
</tr>
<tr>
<td>R.E. Burke Roofing</td>
<td>$322,940.00</td>
<td>No Bid</td>
<td>322,940.00</td>
</tr>
</tbody>
</table>

Based on the bids received, staff is recommending that Garland utilize the lowest-priced contractor, DCG Roofing Solutions, Inc.

A review of compliance with the City’s M/W/EBE program goals is attached.

Attachments:
M/W/EBE Memo
Memorandum

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

From: Tammi Nunez, Purchasing Manager

Subject: Fire Station 2 Roof Replacement

Date: June 25, 2018

The goal of the Minority, Women, and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City has established a 25% M/W/EBE subcontracting participation goal for general contractors.

With regard to the Fire Station 2 Roof Replacement, the base bid amount of $234,057.00, the primary contractor Garland/DBS, Inc. has subcontracted the following:

<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>EBE</th>
<th>WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Futurity 19 Inc</td>
<td>Roofing</td>
<td>$8,990.00</td>
<td>3.8%</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>3 Grant Square #310 Hinsdale, IL 60521</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garth Building Products</td>
<td>Stock Distribution</td>
<td>$19,000.00</td>
<td>8.1%</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>579 Williams Street Thornton, IL 60476</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total M/W/EBE</strong></td>
<td></td>
<td><strong>$27,990.00</strong></td>
<td><strong>11.4%</strong></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Garland/DBS Inc. will receive credit for 11.4% M/W/EBE participation, citing MWEBE participation is impracticable. They are seeking to waive 13.6% of the remaining goal. A waiver is granted.

Cc: Hitesh Desai, Chief Financial Officer
Memorandum

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

From: David Stoneback, Public Works Agency Director
   Lara Biggs, Bureau Chief – Capital Planning / City Engineer
   Sarah Flax, Housing and Grants Administrator
   Stefanie Levine, Senior Project Manager
   Anil Khatkhate, Project Manager

Subject: Mason Park Fieldhouse Roof and Exterior Improvements

Date: June 25, 2018

Action:
Staff recommends City Council authorize the City Manager to execute a contract for Mason Park Fieldhouse roof and exterior improvements with Garland/DBS, Inc. (3800 East 91st St., Cleveland, OH) in the amount of $109,996.

Funding Source:
Funding will be provided from Community Development Block Grant Funds (Account 415.40.4318.65515 – 618009). This project was budgeted at $110,000 in FY 2018 and has $110,000 remaining.

Livability Benefits:
Built Environment: Enhance public spaces
Education, Arts, & Community: Promote a cohesive and connected community
Equity & Empowerment: Support quality human service programs
Health & Safety: Promote healthy, active lifestyles

Background:
In 2016, the City Council approved a contract with TFS Alliance Group to investigate and assess all City building roofs for their condition and life expectancy. The report indicated that at the Mason Park fieldhouse, several areas of the flat roof are saturated due to water infiltration and need replacement. In addition, the pitched standing seam metal roof has rusted at several locations. For the pitched roof, the recommendation is to sand the affected area, prime and apply a new coat of paint for the entire roof.
This project also includes replacing a rusted double door and frame, and repairing the roof fascia at the perimeter.

Construction of this project is scheduled to begin in mid-August 2018. The current substantial completion deadline is October 31, 2018.

**U.S. Communities Purchasing Program:**
The City of Evanston has used the U.S. Communities cooperative purchasing program for various roofing projects in the past four years. Garland/DBS Inc. is the selected contractor for roofing and masonry work through this program. Garland was selected through a competitive Request for Proposal process in 2015 in Cobb County, Georgia for a nationwide, three-year contract.

Under the U.S. Communities process, Garland acted as the project designer and produced bid documents for the project. The bid documents were sent to U.S. Communities prequalified general contractors for bidding of the labor only, while Garland is providing all material at a pre-approved price. A full labor and materials warranty is provided by Garland at the completion of the work. The City has previously contracted with Garland through the U.S. Communities process for replacement, repairs and refinishing of roofs in 2014, 2016 and 2017. Garland has successfully completed all of these prior projects to the satisfaction of staff and facility occupants. Staff recommends utilizing the U.S. Communities process for this project and the award of this contract to Garland.

**Analysis:**
On June 8, 2018, staff received a proposal from Garland/DBS Inc. Garland obtained proposals for labor from four local prequalified contractors. Garland's proposal using these contractors is as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>DCG Roofing Solutions, Inc.</td>
<td>$109,996.00</td>
</tr>
<tr>
<td>G.E. Riddiford Co.</td>
<td>$139,180.00</td>
</tr>
<tr>
<td>Knickerbocker Roofing &amp; Paving Co.</td>
<td>$148,414.00</td>
</tr>
<tr>
<td>R.E. Burke Roofing</td>
<td>$160,843.00</td>
</tr>
</tbody>
</table>

Based on the bids received, staff is recommending that Garland utilize the lowest-priced contractor, DCG Roofing Solutions, Inc.
For City Council meeting of June 25, 2018

Item A9

Business of the City by Motion: South Standpipe Pump Station MCC and Building Renovation Construction (Bid 18-17)

For Action

Memorandum

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

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

Subject: South Standpipe Pump Station Motor Control Center and Building Renovation Construction (Bid 18-17)

Date: June 14, 2018

Recommended Action:
Staff recommends the City Council authorize the City Manager to execute a contract for the South Standpipe Pump Station Motor Control Center and Building Renovation (Bid 18-17) with MAG Construction Co. (629 Homewood Avenue, Highland Park, IL 60035) in the amount of $377,000.00.

Funding Source:
Funding for will be provided from the Water Fund (Account 513.71.7330.65515 – 717006), which has an FY2018 budget of $325,000. Funding for the difference between the budget and the bid cost is available in the Water Fund from delays on other projects, specifically the Clearwell 9 Replacement Project.

Livability Benefits:
Built Environment: Manage water resources responsibly
Reduce Environmental Impact: Improve energy and water efficiency
Health and Safety: Improve emergency prevention and response.

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

Design of this project was authorized by the City Council on February 13, 2017, and was completed by Stanley Consultants.

**Summary:**
The contract was advertised on Demandstar and the Pioneer Press on May 3, 2018. Bids were opened and publicly read on Tuesday, June 5, 2018. A total of three bids were received as summarized below. A detailed bid tabulation is attached as part of the Bid Review for reference. The submitted bids cannot be withdrawn or canceled for a period of 60 calendar days following the bid opening, or until August 4, 2018.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGAE Contractors, Inc.</td>
<td>4549 N. Milwaukee Ave, Chicago IL</td>
<td>$428,928.00</td>
</tr>
<tr>
<td>ATP Enterprise Group, Inc.</td>
<td>400 Central Ave., Suite 250, Northfield, IL</td>
<td>$383,314.00</td>
</tr>
<tr>
<td>MAG Construction Co.</td>
<td>629 Homewood Avenue, Highland Park, IL</td>
<td>$377,000.00</td>
</tr>
</tbody>
</table>

Bids were reviewed by Paul Moyano, Senior Project Manager, and Stanley Consultants, the design engineer for this project. A detailed bid tabulation is attached, along with Stanley’s bid review memo. MAG Construction Co. submitted the lowest responsible bid, along with satisfactory references for similar work. MAG Construction indicated that no M/W/EBE’s responded to their invitation to bid, is requesting to waive the full utilization goals for M/W/EBE, and will work to employ local residents during construction. The M/W/EBE Compliance memo is attached.

**Attachments:**
Bid Tabulation
Bid Evaluation and Recommendation of Award, Stanley Consultants, June 11, 2018
M/W/EBE Compliance Memo
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Breakdown</th>
<th>AGAE Contractors, Inc.</th>
<th>ATP Enterprise Group, Inc</th>
<th>MAG Construction Co.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>New Electrical Room and MCC</td>
<td>LS</td>
<td>1</td>
<td>Mobilization (for all work)</td>
<td>$23,593.00</td>
<td>$50,000.00</td>
<td>$120,688.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Demo and Preparation (including relocation of louvers)</td>
<td>$12,340.00</td>
<td>$13,600.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Structural Concrete</td>
<td>$26,129.00</td>
<td>$45,000.00</td>
<td>$28,270.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Furnish and Install New MCC with Arc Flach Hazard Labels</td>
<td>$142,984.00</td>
<td>$111,000.00</td>
<td>$85,750.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Furnish and Install Ceiling, Walls, and Doors and Painting of New Surfaces</td>
<td>$66,154.00</td>
<td>$48,000.00</td>
<td>$35,800.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Furnish and Install HVAC, Lighting, and All Other Finishes</td>
<td>$35,431.00</td>
<td>$9,875.00</td>
<td>$39,390.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Lum Sum Item Amount</strong></td>
<td></td>
<td></td>
<td></td>
<td>$306,631.00</td>
<td>$277,475.00</td>
<td>$312,398.00</td>
</tr>
<tr>
<td>2</td>
<td>Building Renovation</td>
<td>LS</td>
<td>1</td>
<td>Roof Renovations</td>
<td>$22,494.00</td>
<td>$61,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Exterior Walls Renovations</td>
<td>$31,771.00</td>
<td>$4,000.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Painting of Existing Surfaces</td>
<td>$22,875.00</td>
<td>$3,643.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>All Other Renovations</td>
<td>$24,527.00</td>
<td>$7,107.00</td>
<td>$7,800.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Lum Sum Item Amount</strong></td>
<td></td>
<td></td>
<td></td>
<td>$101,667.00</td>
<td>$75,750.00</td>
<td>$31,800.00</td>
</tr>
<tr>
<td>3</td>
<td>Electrical Maintenance</td>
<td>LS</td>
<td>1</td>
<td>Switchgear and MCC Maintenance</td>
<td>$5,292.00</td>
<td>$17,788.00</td>
<td>$20,977.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Printing and Posting of Arc Flash Hazard Labels</td>
<td>$5,338.00</td>
<td>$2,301.00</td>
<td>$1,825.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Lum Sum Item Amount</strong></td>
<td></td>
<td></td>
<td></td>
<td>$10,630.00</td>
<td>$20,089.00</td>
<td>$22,802.00</td>
</tr>
<tr>
<td>4</td>
<td>Allowance</td>
<td>LS</td>
<td>1</td>
<td></td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Bid Amount</strong></td>
<td></td>
<td></td>
<td></td>
<td>$428,928.00</td>
<td>$383,314.00</td>
<td>$377,000.00</td>
</tr>
</tbody>
</table>
June 11, 2018

Mr. Paul Moyano  
Senior Project Manager – Water and Sewer  
Public Works Agency – Capital Planning and Engineering Bureau  
2100 Ridge Ave.  
Evanston, IL 60201  

RE: BID 18-17 South Standpipe Pump Station MCC and Building Renovation - Bid Evaluation and Recommendation of Award

Dear Mr. Moyano:

Bids for the SSPS MCC and Building Renovation were received on June 5, 2018 at 2:00 PM at City of Evanston. Stanley Consultants evaluated these bids for the purpose of making a recommendation for award.

The results of the public bid opening are as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATP Enterprise Group, Inc. Northfield, IL</td>
<td>$383,314</td>
</tr>
<tr>
<td>AGAE Construction Inc. Chicago, IL</td>
<td>$428,928</td>
</tr>
<tr>
<td>MAG Construction Co. Highland Park, IL</td>
<td>$377,000</td>
</tr>
</tbody>
</table>

All three bids were evaluated for completeness based on the Bid Form requirements. As a lump sum contract, the bid values were accepted as presented. See attachment “Bid Review Tables” for full detail.

MAG Construction Company is the apparent low bidder with a base bid of $377,000. MAG Construction Company’s bid documents, with exception of request for waiver for 100% of 25% utilization goal for M/W/EBE, adequately meet the bid requirements. MAG Construction Company has been in business for 25 years while the other bidders, AGAE for 12 years and ATP for 5 years. MAG Construction Company has done worked for many municipals in Chicago land such as Village of Winnetka, Glenview, Deerfield, Lake forest, Highland Park, and Northshore. MAG is believed to be capable of successfully completing the project. In addition MAG Construction company uses fewer subcontractors as compare to AGAE and ATP.
Based on this review, we recommend tentative award of this construction contract, SSPS MCC and Building Renovation, to MAG Construction Company in the amount of $377,000 plus any contingency amounts determined to be prudent.

Sincerely,

STANLEY CONSULTANTS, INC.

Majid Zargar, PE
Project Manager and Electrical Department Manager

Attachments:  Contract Bid Review Tables
Bid Evaluation - City of Evanston - South Standpipe Pump Station MCC and Building Renovation

<table>
<thead>
<tr>
<th>Contractors</th>
<th>Item #1 Price</th>
<th>Item #2 Price</th>
<th>Item #3 Price</th>
<th>Allowances</th>
<th>Sub Total</th>
<th>Sub-Contractors</th>
<th>M/W/EBE</th>
<th>LEP</th>
<th>Years in Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGAE</td>
<td>$306,631.00</td>
<td>$101,667.00</td>
<td>$10,630.00</td>
<td>$10,000.00</td>
<td>$428,928.00</td>
<td>6</td>
<td>22%</td>
<td>None-Willing</td>
<td>17</td>
</tr>
<tr>
<td>MAG</td>
<td>$312,398.00</td>
<td>$31,800.00</td>
<td>$22,802.00</td>
<td>$10,000.00</td>
<td>$377,000.00</td>
<td>4</td>
<td>0%</td>
<td>None-Willing-Waiver</td>
<td>25</td>
</tr>
<tr>
<td>ATP</td>
<td>$217,475.00</td>
<td>$75,750.00</td>
<td>$20,089.00</td>
<td>$10,000.00</td>
<td>$383,314.00</td>
<td>7</td>
<td>15%</td>
<td>Willing to Use Evanston based</td>
<td>5</td>
</tr>
</tbody>
</table>

**Notes**

AGAE will only oversee and coordinate subcontractors. They did not include other subcontractor for Mechanical and Electrical.

MAG has done many projects for municipals. Made attempt to hire M/W/EBE but no firm responded to their invitation.

ATP - Most of their experience is in single family houses.
To: David Stoneback, Public Works Agency Director  
Lara Biggs, P.E. Bureau Chief – Capital Planning / City Engineer  
Paul Moyano, Senior Project Manager  

From: Tammi Nunez, Purchasing Manager  

Subject: South Standpipe Pump Station MCC and Building Renovation Construction, Bid 18-17  

Date: June 25, 2018  

The goal of the Minority, Women, and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City has established a 25% M/W/EBE subcontracting participation goal for general contractors. However, the South Standpipe Pump Station MCC and Building Renovation Construction, Bid 18-17, precludes subcontracting opportunities.

No M/W/EBEs responded to outreach on behalf of this project. Therefore a waiver is granted.

CC: Hitesh Desai, Chief Financial Officer
Memorandum

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

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

Subject: Ordinance 63-O-18 Amending the City Code to Remove One-Way Alley Restriction between Harrison Street and Colfax Place

Date: May 11, 2018

Recommended Action:
Staff recommends City Council adopt Ordinance 63-O-18, amending Section 10-11-4, Schedule IV(B) of the City Code to remove one-way restriction for the alley between Harrison Street and Colfax Place east of Crawford Avenue. Ordinance 63-O-18 was approved for Introduction at the May 29, 2018 City Council meeting.

Funding Source:
The required signs will cost approximately $40 and will be installed by in-house staff. Funding will come from the General Fund-Traffic Control Supplies (Account 100.40.4520.65115), with a FY 2018 budget of $58,000 and a YTD balance of $24,406.

Livability Benefits:
Built Environment: enhance public spaces and provide complete streets

Summary:
Alderman Suffredin and the Public Works Agency received a petition from area residents requesting the removal of the one-way restriction for the alley between Harrison Street and Colfax Place east of Crawford Avenue. The residents, whose properties are adjacent to the alley, would like to access their garages from both ends of the alley for safety and convenience. With the removal of the restriction, No Thru Traffic signs will be posted on either end of the alley.

Attachment:
Ordinance 63-O-18
63-O-18

AN ORDINANCE

Amending Schedule IV (B), “One-Way Alleys,” of City Code Title 10, Chapter 11, Section 4(B), Removing North and South Alley East of Crawford Avenue from Harrison Street to Colfax Place – South Only

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

SECTION 1: Schedule IV (B), “One-Way Alleys,” of Section 10-11-4(B), of the Evanston City Code of 2012, as amended, is hereby further amended to delete the following:

| N. & S. alley east of Crawford Avenue — Harrison Street to Colfax Place | South Only |

SECTION 2: 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 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: If any provision of this Ordinance 63-O-18 or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance 63-O-18 that can be given effect without the invalid application or provision, and each invalid application of this Ordinance 63-O-18 is severable.
SECTION 5: Ordinance 63-O-18 will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _______________, 2018  
Adopted: _______________, 2018  
Approved: ________________, 2018

______________________________  
Stephen H. Hagerty, Mayor

Attest:  
Approved as to form:

______________________________  
Devon Reid, City Clerk  
Michelle L. Masoncup, Interim Corporation Counsel
Memorandum

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

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

Subject: Ordinance 35-O-18, Sale of Surplus Property Fleet Vehicles

Date: May 10, 2018

Recommended Action:
Staff recommends that City Council adopt Ordinance 35-O-18, directing the City Manager to offer the sale of vehicles owned by the City through public auction at the Northwest Municipal Vehicle Auction being sponsored by America’s Auto Auctions on Tuesday, July 24, 2018 or any other subsequent America’s Online Auction. These vehicles have been determined to be surplus as a result of new vehicle replacements being placed into service or vehicles that had to be taken out of service for safety reasons with the intention of eventual replacement. Ordinance 35-O-18 was approved for Introduction at the May 29, 2018 City Council meeting.

Funding Source:
N/A

Livability Benefit:

Summary:
The Fleet Services Division typically participates in two to three vehicle and equipment auctions per year in the Northern Illinois area. The auctions are provided on behalf of America’s Auto Auction, 14001 S. Karlov Avenue, Crestwood, Illinois 60554. America’s Auto Auction is the Northwest Municipal Conference Suburban Purchasing Cooperative’s “bid winner” for auction services for member municipalities.

This request authorizes the Facilities and Fleet Services Division of the Administrative Services Department to sell the vehicles listed in the table below through Northwest Municipal Vehicle Auction sponsored by America’s Auto Auction or any subsequent online internet auction to the highest bidder. All net proceeds from the auction will be credited to account number 601.19.7780.56065, “Sale of Surplus Property.”
### SURPLUS FLEET VEHICLES/EQUIPMENT

<table>
<thead>
<tr>
<th>Cost Center</th>
<th>Department</th>
<th>Vehicle #</th>
<th>Vehicle Make/Model</th>
<th>Vehicle Model Year</th>
<th>V.I.N. #</th>
<th>L.T.D. Miles/Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>4530</td>
<td>Administrative Services</td>
<td>255</td>
<td>Ford E250</td>
<td>2006</td>
<td>1FTNE24L36DA71945</td>
<td>55,908</td>
</tr>
<tr>
<td>4330</td>
<td>Public Works Agency</td>
<td>546</td>
<td>Ford F450</td>
<td>2004</td>
<td>1FDXW46P34ED46105</td>
<td>53,002</td>
</tr>
<tr>
<td>4320</td>
<td>Public Works Agency</td>
<td>575</td>
<td>I.H. 4700</td>
<td>1999</td>
<td>1HTWCAAR28J667584</td>
<td>39,285</td>
</tr>
<tr>
<td>3525</td>
<td>Public Works Agency</td>
<td>584</td>
<td>Ford LTS8000</td>
<td>1995</td>
<td>1FDZY82E7SVA19900</td>
<td>79,190</td>
</tr>
<tr>
<td>4310</td>
<td>Public Works Agency</td>
<td>613</td>
<td>I.H. 4900</td>
<td>1998</td>
<td>1HTSHAAR0WH535250</td>
<td>87,743</td>
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<tr>
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<td>I.H. 4300</td>
<td>2003</td>
<td>1HTMMAAM33H576767</td>
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<td>Administrative Services</td>
<td>764</td>
<td>Ford Taurus</td>
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<td>7710</td>
<td>Administrative Services</td>
<td>765</td>
<td>Chevy express 3500</td>
<td>2005</td>
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<td>147,928</td>
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<tr>
<td>4540</td>
<td>Public Works Agency</td>
<td>917</td>
<td>Ford F350</td>
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<td>1FTSF31L13EB32001</td>
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<td>Ford F350</td>
<td>2006</td>
<td>1FTWX30536ED96407</td>
<td>85,385</td>
</tr>
</tbody>
</table>

**Attachments:**

Ordinance 35-O-18: Authorizing the Sale of a Surplus Fleet Vehicle Owned by the City of Evanston (Northwest Municipal Vehicle Auction)
AN ORDINANCE

Authorizing the Sale of a Surplus Fleet Vehicle

Owned by the City of Evanston

(Northwest Municipal Vehicle Auction)

WHEREAS, the City Council of the City of Evanston (the “City”) has determined it is no longer necessary, practical, or economical, nor in the best interests of the City, to retain ownership of a certain surplus fleet vehicle that has a value in excess of one thousand five hundred dollars ($1,500.00) and is described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the City Council has determined that it is in the best interests of the City to sell said surplus fleet vehicle to the highest bidder,

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

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

SECTION 2: Pursuant to Subsection 1-17-3-(B) of the Evanston City Code of 2012, as amended, the City Council hereby authorizes and directs the City Manager to sell the aforementioned surplus fleet vehicle, upon terms and conditions deemed reasonable, necessary, and in the best interests of the City, to the highest bidder at America’s Auto Auctions, the Northwest Municipal Conference Suburban Purchasing Cooperative’s “bid winner” for auction services for member municipalities to be held on or around Tuesday, July 24, 2018 at the Manheim Arena located at 14001 S.
Karlov Avenue, Crestwood, Illinois 60554, or at any subsequent America’s Auto Auction Services online auction.

SECTION 3: Upon payment of the price indicated by the America’s Auto Auction Services, the City Manager is hereby authorized to convey evidence of ownership of aforesaid surplus fleet vehicle to the America’s Auto Auction Service.

SECTION 4: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and will be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: This ordinance will be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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

_____________________________
Stephen H. Hagerty, Mayor

Attest:
Approved as to form:

_____________________________
Devon Reid, City Clerk

Michelle L. Masoncup, Interim Corporation Counsel
## EXHIBIT A

### SURPLUS FLEET VEHICLES/EQUIPMENT

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<td>85,385</td>
</tr>
</tbody>
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Memorandum

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

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

Subject: Resolution 39-R-18, Local Agency Agreement with the Illinois Department of Transportation for the Central Street Bridge Phase II Engineering Funding

Date: June 7, 2018

Recommended Action:
Staff recommends City Council adoption of Resolution 39-R-18 authorizing the City Manager to sign a Local Agency Agreement with the Illinois Department of Transportation (IDOT) for the Central Street Bridge Phase II Engineering (construction plans). The Agreement establishes the maximum grant funding at 80% of the engineering costs, not to exceed $415,674 and commits Evanston to fund 20% of the engineering costs or $103,918.

Funding Source:
In accordance with IDOT procurement procedures, City staff negotiated a final cost for the Phase II Engineering with Stanley Consultants. The scope of work includes preparation of construction plans, specifications and cost estimates and obtaining various agency approvals for the Central Street Bridge replacement. The total Phase II Engineering cost is $519,512, of which $415,674 (80%) will be funded from a federal grant from the Surface Transportation Program – Bridge Program (STP-BR) and $103,918 (20%) from the City’s Capital Improvement Program (CIP) General Obligation Bonds. A summary of the funding is as follows:

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Account No.</th>
<th>Budgeted Amount</th>
<th>Contract Amount</th>
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</thead>
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<td>STP-BR</td>
<td>415.40.4218.62145-416513</td>
<td>$415,674</td>
<td>$415,674</td>
</tr>
<tr>
<td>CIP – GO Bonds</td>
<td>415.40.4118.62145-416513</td>
<td>$120,000</td>
<td>$103,918</td>
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<td><strong>Total</strong></td>
<td></td>
<td><strong>$535,674</strong></td>
<td><strong>$519,512</strong></td>
</tr>
</tbody>
</table>
Livability Benefits:
Built Environment: Enhance public spaces; Provide compact and complete streets and neighborhoods
Equity & Empowerment: Ensure equitable access to community assets
Health & Safety: Promote healthy, active lifestyles

Background:
City Council awarded the Phase I Engineering Study for the reconstruction of the Central Street Bridge replacement to Stanley Consultants on April 25, 2016. The Phase I Study for the reconstruction of the Central Street Bridge over the North Shore Channel was completed in November 2017 and a report was submitted to IDOT. The Phase I Design Approval was received from IDOT Bureau of Local Roads & Streets (BLR&S) in February 2018. The City submitted the Phase II Engineering agreement to IDOT in February for review and approval.

Legislative History:
The City Council approved award of the Phase I Engineering contract to Stanley Consultants at the April 25, 2016 Council meeting.

Attachments:
Resolution 39-R-18 with Local Agency Agreement
Location Map
39-R-18

A RESOLUTION

Authorizing the City Manager to Sign a Local Agency Agreement with the Illinois Department of Transportation for the Central Street Bridge Phase II Engineering Funding

WHEREAS, the City of Evanston and Illinois Department of Transportation (hereinafter “IDOT”), in the interest of improving the overall structure of the Central Street Bridge, are desirous of replacing the existing bridge structure over the North Shore Channel, said improvement to be identified as State Section Number: 16-00278-00-BR, State Job Number: P/D/C-91-301-16, and Project Number: BRM-9003(759), hereinafter referred to as the “Project”; and

WHEREAS, the parties hereto are desirous of said Project in that same will be of immediate benefit to the residents of the area and will be permanent in nature; and

WHEREAS, the State of Illinois and the City of Evanston wish to avail themselves of federal funds committed to fund the Phase II engineering services necessary for this Project; and

WHEREAS, the City Council of the City of Evanston has determined it is in the best interests of the City to enter into the local agency with said parties;

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

SECTION 1: That the City Manager is hereby authorized to sign and the City Clerk is hereby authorized to attest to the Local Agency Agreement for Federal Participation with the Illinois Department of Transportation to fund the Phase II
Engineering for the Project, attached hereto as Exhibit A and incorporated herein by reference.

**SECTION 2:** The City Manager is hereby authorized and directed to negotiate any additional conditions of the Local Agency Agreement as he may determine to be in the best interests of the City.

**SECTION 3:** That this Resolution 39-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.

Attest:

______________________________
Devon Reid, City Clerk

Adopted: _____________, 2018

______________________________
Stephen H. Hagerty, Mayor
Approved as to form:

______________________________
Michelle L. Masoncup, Interim Corporation Counsel
EXHIBIT A

Local Agency Agreement Between the City of Evanston and the Illinois Department of Transportation
This Agreement is made and entered into between the above local public agency, hereinafter referred to as the “LPA”, and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as “STATE”. The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE’s policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as “FHWA”.

Location

Local Name: Central Street Bridge
Route: 9-1301
Length: 0.1 mile
Termini: Central Street Bridge over the North Shore Channel (Structure touch-down)

Current Jurisdiction: City of Evanston
TIP Number: 03-16-006
Existing Structure No: 016-6951

Project Description

Division of Cost

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>STP-Br</th>
<th>%</th>
<th>%</th>
<th>LPA</th>
<th>%</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Construction</td>
<td>(    )</td>
<td>(  )</td>
<td>(  )</td>
<td>(  )</td>
<td>(  )</td>
<td></td>
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<tr>
<td>Non-Participating Construction</td>
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<td>(  )</td>
<td>(  )</td>
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<td></td>
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<tr>
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<td>1</td>
<td>(  )</td>
<td>(  )</td>
<td>103,918</td>
<td>( BAL )</td>
</tr>
<tr>
<td>Construction Engineering</td>
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<td>(  )</td>
<td>(  )</td>
<td>(  )</td>
<td>(  )</td>
<td></td>
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<tr>
<td>Right of Way</td>
<td>(    )</td>
<td>(  )</td>
<td>(  )</td>
<td>(  )</td>
<td>(  )</td>
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<tr>
<td>Railroads</td>
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<td>(  )</td>
<td>(  )</td>
<td>(  )</td>
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<tr>
<td>Utilities</td>
<td>(    )</td>
<td>(  )</td>
<td>(  )</td>
<td>(  )</td>
<td>(  )</td>
<td></td>
</tr>
<tr>
<td>Materials</td>
<td>(    )</td>
<td>(  )</td>
<td>(  )</td>
<td>(  )</td>
<td>(  )</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$415,674</td>
<td>$</td>
<td>$103,918</td>
<td>$</td>
<td>$519,592</td>
<td></td>
</tr>
</tbody>
</table>

* Maximum FHWA (STP-Br) participation 80% not to exceed $415,674

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A--Lump Sum (80% of LPA Obligation) ________________
METHOD B-- ________________ Monthly Payments of ________________ due by the ________________ of each successive month.
METHOD C—LPA’s Share ________________ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)
THE LPA AGREES:

(1) To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, and the STATE and the FHWA, if required.

(2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

(3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

(4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.

(5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and the FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.

(6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

(7) To maintain, for a minimum of 3 years after final project close-out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LPA agrees to cooperate fully with any audit conducted by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

(8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

(9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

(10) (State Contracts Only) That the method of payment designated on page one will be as follows:

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA’s estimated obligation incurred under this Agreement. The LPA will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the LPA will pay to the STATE, a specified amount each month for an estimated period of months, or until 60% of the LPA’s estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) by the end of the project based on final costs.

Method C - Progress Payments. Upon receipt of the contractor’s first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA’s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LPA on this or any other contract. The STATE, at its sole option, upon notice to the LPA, may place the debt into the Illinois Comptroller’s Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

(11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.

(12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.
(14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office. Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT’s District Bureau of Operations. The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer’s Payment Estimates shall be in accordance with the Division of Cost on page one.

(15) And certifies to the best of its knowledge and belief its officials:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and

(d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

(16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(17) (State Contracts) That execution of this agreement constitutes the LPA’s concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

(18) That for agreements exceeding $100,000 in federal funds, execution of this Agreement constitutes the LPA’s certification that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions;

(c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(19) To regulate parking and traffic in accordance with the approved project report.

(20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

(21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

(22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed $1,000,000 (five years if the project costs exceed $1,000,000).

(23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.

To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

(24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fixed fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

(25) The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

(26) (Single Audit Requirements) That if the LPA expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA’s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

 Federal funds utilized for construction activities on projects let and awarded by the STATE (denoted by an “X” in the State Contract field at the top of page 1) are not included in a LPA’s calculation of federal funds expended by the LPA for Single Audit purposes.

(27) That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government’s trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/portal/public/SAM/#.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: http://fedgov.dnb.com/webform.

THE STATE AGREES:

(1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA’s certification of compliance with Titles II and III requirements.

(2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.

(3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer’s Payment Estimates in accordance with the Division of Cost on page one.

(4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

(a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;

(b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

(1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.

(2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.

(3) This Agreement shall be binding upon the parties, their successors and assigns.

(4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA’s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for
enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE’s USDOT approved Disadvantaged Business Enterprise Program.

(5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

(6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

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**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

- **Number 1- Location Map**
- **Number 2 – LPA Appropriation Resolution**

(Inset Addendum numbers and titles as applicable)

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The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Wally Bobkiewicz

Name of Official (Print or Type Name)

City Manager
Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature) Date

The above signature certifies the agency’s TIN number is 36-6005870, conducting business as a Governmental Entity.

DUNS Number 074390907

**APPROVED**

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary Date

By:

Aaron A. Weatherholt, Deputy Director of Highways Date

Omer Osman, Director of Highways/Chief Engineer Date

William M. Barnes, Chief Counsel Date

Jeff Heck, Chief Fiscal Officer (CFO) Date

**NOTE:** If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.
Memorandum

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

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

Subject: Resolution 40-R-18, Agreements with Illinois Department of Transportation and Stanley Consultants, Inc. for the Central Street Bridge Phase II Engineering Study

Date: June 7, 2018

Recommended Action:
Staff recommends City Council adoption of Resolution 40-R-18 authorizing the City Manager to sign a Preliminary Engineering Services Agreement for Federal Participation with the Illinois Department of Transportation and a Professional Services Agreement with Stanley Consultants, Inc. (850 West Higgins Road, Suite 730, Chicago, IL 60631) for the Central Street Bridge Phase II Engineering.

Funding Source:
The total cost of the Phase II Engineering Services with Stanley Consultants, Inc. is $519,512. A federal grant will reimburse the City for 80% of the engineering cost, or $415,674 and the remaining 20%, or $103,918 will be from the Capital Improvements Fund, 2018 General Obligation Bonds, account 415.40.4118.62145-416513.

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Livability Benefits:
Built Environment: Enhance public spaces; Provide compact and complete streets and neighborhoods
Equity & Empowerment: Ensure equitable access to community assets
Health & Safety: Promote healthy, active lifestyles
Background:
The Central Street Bridge over the North Shore Channel is under the Jurisdiction of City of Evanston. The bridge was constructed by the Metropolitan Water Reclamation District in 1906 and the ownership of the bridge was transferred to City of Evanston at that time. In April of 2015, the Illinois Department of Transportation (IDOT) informed Evanston that there was severe deterioration of the Central Street Bridge concrete columns. Construction plans and specifications for the emergency bridge repair were prepared and the temporary repair of the columns was completed in October 2015. The City submitted a request to IDOT for Highway Bridge Program Funds in June 2015 to reconstruct the bridge and IDOT approved the funding for Central Street Bridge Rehabilitation/Replacement in July 2016. Stanley Consultants Inc. was selected to provide the engineering services for Phase I, Phase II & Phase III Engineering through the federally mandated Qualification Based Selection (QBS) process. The Phase I Engineering was completed in a timely manner and design approval was received from IDOT.

Analysis:
Staff negotiated the Phase II Design Engineering scope and fee with Stanley Consultants, and is attached as Exhibits to Resolution 40-R-18. The scope of the Phase II Design includes preparation of the construction plans, project specifications and the construction cost estimate for IDOT approval and to let the project through the State contract. Stanley Consultants has Environmental Design International (EDI) and Santacruz & Associates as sub-consultants which are DBE/MBE firms.

The Phase II Engineering contract is being reviewed by IDOT and the executed engineering services agreement needs to be submitted to IDOT. With Council approval of the Phase II Engineering contract, City staff will submit the executed local agency agreement and the Preliminary Engineering Services agreement for IDOT approval. After receiving the IDOT executed agreements, Stanley Consultants may begin Phase II Design Engineering to prepare the construction plans, specifications and cost estimate for the Central Street Bridge Replacement Project.

Legislative History:
The City Council approved award of the Phase I Engineering contract to Stanley consultants at the April 25, 2016 Council meeting.

Attachments:
Resolution 40-R-18
M/W/EBE memorandum
A RESOLUTION

Authorizing the City Manager to Sign a Preliminary Engineering Services Agreement for Federal Participation with the Illinois Department of Transportation and Stanley Consultants, Inc. for the Central Street Bridge Phase II Engineering Study

WHEREAS, the City of Evanston and Illinois Department of Transportation (hereinafter “IDOT”), in the interest of improving the overall structure of the Central Street Bridge, are desirous of replacing the existing bridge structure over the North Shore Channel, said improvement to be identified as State Section Number: 16-00278-00-BR, State Job Number: P/D/C-91-301-16, and Project Number: BRM-9003(759), hereinafter referred to as the “Project”; and

WHEREAS, the parties hereto are desirous of said Project in that same will be of immediate benefit to the residents of the area and will be permanent in nature; and

WHEREAS, the City is desirous of entering into a preliminary engineering services agreement with IDOT for federal participation for the Project; and

WHEREAS, the City is desirous of entering into a professional services agreement with Stanley Consultants, Inc. for the Project; and

WHEREAS, the City Council of the City of Evanston has determined it is in the best interests of the City to enter into a preliminary engineering services agreement for federal participation with IDOT and a professional services agreement with Stanley Consultants, Inc.,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:
SECTION 1: That the City Manager is hereby authorized to sign and the City Clerk is hereby authorized to attest to the Preliminary Engineering Services Agreement for Federal Participation with IDOT, attached hereto as Exhibit 1 and incorporated herein by reference and the City of Evanston Professional Services Agreement for the Central Street Bridge Replacement/Rehabilitation Project Phase II Engineering with Stanley Consultants, Inc., attached hereto as Exhibit 2 and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Preliminary Engineering Services Agreement and the City of Evanston Professional Services Agreement as he may determine to be in the best interests of the City.

SECTION 3: That this Resolution 40-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.

_______________________________
Stephen H. Hagerty, Mayor

Attest: ______________________________
Devon Reid, City Clerk

Approved as to form: ______________________________
Michelle L. Masoncup, Interim Corporation Counsel

Adopted: ___________________________, 2018
EXHIBIT 1

Preliminary Engineering Services Agreement for Federal Participation
Between the City of Evanston and IDOT
Preliminary Engineering Services Agreement
For Federal Participation

THIS AGREEMENT is made and entered into this __________ day of __________, _______ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Central Street Bridge Improvement Route 9-1301 Length 0.1 mile Structure No. 016-6951
Termini Central Street Bridge over the North Shore Channel (Structure touch-down)

Description Prepare all necessary Phase II Contract Documents for the improvement of the structure in accordance with the findings of the Project Development Report.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.

2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.

3. To complete the services herein described within 360 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.

4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.

5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER’s errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.

7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER’s professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER’s responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.

8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
9. The undersigned certifies neither the ENGINEER nor I have:

a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,

b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,

e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,

f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and

g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:

- Make such detailed surveys as are necessary for the planning and design of the PROJECT.

- Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.

- Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.

- Design and/or approve cofferdams and superstructure shop drawings.

- Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).

- Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.

- Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.

- Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.

- Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.

- Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.

- Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information

2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

   - Cost Plus Fixed Fee
     - CPFFE = 14.5%([DL + R(DL) + OH(DL) + IHDC], or
     - CPFFE = 14.5%([DL + R(DL) + 1.4(DL) + IHDC], or
     - CPFFE = 14.5%[(2.3 + R)DL + IHDC]

Where:
- DL = Direct Labor
- IHDC = In House Direct Costs
- OH = Consultant Firm’s Actual Overhead Factor
- R = Complexity Factor

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

   a) **With Retainage**
      - For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
      - After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
      - Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

   b) **Without Retainage**
      - For progressive payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
      - Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient’s DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.

2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.
3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER’s possession and any such loss or damage shall be restored at the ENGINEER’s expense.

4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.

5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER’s work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER’s last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.

9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, “grantee” or “contractor” means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

a. Publishing a statement:
   (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace.
   (2) Specifying the actions that will be taken against employees for violations of such prohibition.
   (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      (a) abide by the terms of the statement; and
      (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

b. Establishing a drug free awareness program to inform employees about:
   (1) The dangers of drug abuse in the workplace;
   (2) The grantee’s or contractor’s policy of maintaining a drug free workplace;
   (3) Any available drug counseling, rehabilitation and employee assistance program; and
   (4) The penalties that may be imposed upon an employee for drug violations.

c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,

f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

## Agreement Summary

<table>
<thead>
<tr>
<th>Prime Consultant:</th>
<th>TIN Number</th>
<th>Agreement Amount</th>
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</thead>
<tbody>
<tr>
<td>Stanley Consultants</td>
<td>42-1320758</td>
<td>$395,694.17</td>
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<table>
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<th>Sub-Consultants:</th>
<th>TIN Number</th>
<th>Agreement Amount</th>
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<tr>
<td>Environmental Design International, Inc.</td>
<td>36-3759119</td>
<td>$96,148.44</td>
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<tr>
<td>Santacruz Land Acquisitions</td>
<td>36-3851733</td>
<td>$27,750.00</td>
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Sub-Consultant Total: $123,898.44
Prime Consultant Total: $395,694.17
Total for all Work: $519,592.61

---

Executed by the LA: 
City of Evanston (Municipality/Township/County)

ATTEST:
By: ________________________________
    ________________________________ Clerk
Title: ________________________________
(SEAL)

Executed by the ENGINEER:

ATTEST:
By: ________________________________
Title: ________________________________
**Exhibit A - Preliminary Engineering**

Route: 
Local Agency: ____________________________________________
(Municipality/Township/County)

Section: ____________________________________________
Project: ____________________________________________
Job No.: ____________________________________________

Method of Compensation:
- Cost Plus Fixed Fee 1  ☐ 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2  ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3  ☐ 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate  ☐
- Lump Sum  ☐

*Firm’s approved rates on file with IDOT’S Bureau of Accounting and Auditing:

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<thead>
<tr>
<th>Overhead Rate (OH)</th>
<th>0.00</th>
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<tr>
<td>Complexity Factor (R)</td>
<td>0.00</td>
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<tr>
<td>Calendar Days</td>
<td>________</td>
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**Cost Estimate of Consultant’s Services in Dollars**

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<tr>
<th>Element of Work</th>
<th>Employee Classification</th>
<th>Man-Hours</th>
<th>Payroll Rate</th>
<th>Payroll Costs (DL)</th>
<th>Overhead*</th>
<th>Services by Others</th>
<th>In-House Direct Costs (IHDC)</th>
<th>Profit</th>
<th>Total</th>
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**Totals** 0.00

350 of 632
# Exhibit B

## Engineering Payment Report

### Prime Consultant

Name  
Address  
Telephone  
TIN Number  

### Project Information

Local Agency  
Section Number  
Project Number  
Job Number  

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

<table>
<thead>
<tr>
<th>Sub-Consultant Name</th>
<th>TIN Number</th>
<th>Actual Payment from Prime</th>
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<tbody>
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Sub-Consultant Total:

Prime Consultant Total:

Total for all Work Completed:

---

Signature and title of Prime Consultant  
Date  

---

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department’s Identity Protection Policy.
EXHIBIT 2

Professional Services Agreement for the Central Street Bridge Replacement/Rehabilitation Project Phase II Engineering Between the City of Evanston and Stanley Consultants, Inc.
CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT

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

Central Street Bridge Replacement/ Rehabilitation Project
Phase II Engineering
RFQ Number: 16-08

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 Stanley Consultants Inc., with offices located at 8501 West Higgins Road, Suite 730, Chicago, IL 60631, (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 $ 519,592.61.

I. COMMENCEMENT DATE
Consultant shall commence the Services on the date of FHWA authorization or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE
Consultant shall complete the Services within 12 months of FHWA authorization to proceed. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

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

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City’s Request for Qualifications No. # 16-08 (Exhibit B) and Consultant’s Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City’s direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working at the Property 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 sub consultants provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant’s work and all indemnity and insurance requirements.
The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City’s prior written consent. The Consultant shall be responsible for the accuracy and quality of any subconsultant’s work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

O. Liens and Encumbrances. Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law

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

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

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

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

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

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

U. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.
V. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2 105 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

E. 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 ______________________  By:________________________
Its:  ________________________  Its:  City Manager
FEIN Number: _______________  Date:  _______________
Date:  _______________

CITY OF EVANSTON  
2100 RIDGE AVENUE  
EVANSTON, IL 60201

By:________________________
By:________________________
Date:  _______________

FEIN Number:  _______________
EXHIBIT A – Project Milestones and Deliverables

This EXHIBIT A to that certain Consulting Agreement dated ______ between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201 (“City”) and Stanley Consultants Inc. (“Consultant”) sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

I. COMMENCEMENT DATE: Date of FHWA Authorization

II. COMPLETION DATE: 12 months from FHWA authorization to proceed

III. FEES: N/A

IV. SERVICES/SCOPE OF WORK:

As defined in RFQ # 16-08 (Exhibit B) and Consultants Response to Proposal (Exhibit C) Dated: _____________________
Project: Central Street Bridge Replacement Phase II  
Limits: Bryant Avenue to west of the CTA Purple Line  
County: Cook  
Client: City of Evanston  
Section: 16-00278-00-BR

**Phase II Scope of Services**

**Introduction**  
Phase II (design) engineering services will be provided for the preparation of plans, specifications and cost estimates for the construction of the Central Street Bridge over the North Shore Channel.

The general scope will include the replacement of the Central Street Bridge over the North Shore Channel. We propose the following scope of services:

**I. Data Collection**

**A. Utility Atlases**  

**B. Topographic Survey (EDI Inc.)**  
Pick-up survey will be performed by the Sub-consultant for the project site. Pick-up survey information provided may include the following:
- Points of access to properties, catch basins, inlets, fire hydrants, manholes, hand holes, traffic signals, fences, pavement, curbs and other manmade improvements
- Conventional elevation surveys at intervals and at locations necessary to supplement DTM
- Tree survey with location and size of trees
- Elevation data
- Location of roadways, driveways, paved paths, and parking lots
- Identify manholes, catch basins and other surface indications of subsurface utilities.

**C. Environmental Studies (NA)**  
- It is understood that Removal and Disposal of Regulated Substances will be addressed in the Contract specifications and special Provisions. Therefore, no Special Waste services are proposed for this contract.

**II. Contract Documents**

The contract documents will include:
- A. Plans
- B. Permits
- C. Cost Estimate
- D. Specifications
- E. Estimate of Time

The contract documents will be prepared in three stages as follows  
- Preliminary – 60% (City only)  
- Prefinal – 90%  
- Final – 100%
Phase II Scope of Services

A. Plan Preparation
   1. Summary of Quantities
      It is anticipated that one table will be provided on one sheet with a maximum of 12 columns
      for the breakout of quantities. The quantities will be identified by funding codes.

   2. Typical Sections
      It is anticipated that existing and proposed typical sections will be required for the multiuse
      path and bridge.

   3. Alignment & Ties
      One plan sheet is anticipated to layout the alignment for the project and indicate ties and
      benchmarks.

   4. Maintenance of Traffic (EDI Inc.)
      Maintenance of Traffic plans will be developed for the staged construction of the Central
      Street Bridge. The plans will include Typical Sections for each stage, Staging plans, MOT
      notes and standards.

   5. Plan and Profile Plan
      It is anticipated that the plan sheet will be at a 1:50 scale on a 2-view plan sheet with existing
      and removals shown in the top view and proposed shown on the bottom view. The profile will
      be shown on a separate sheet.

   6. Structural Plans
      Final structure plans will be prepared for the bridge and approach retaining walls as follows:

      Bridge Plans & Spec's SN 016-6949 (Proposed)
      • General Plan & Elevation
      • Stage Construction Details
      • Substructure
      • Superstructure
      • Deck Plan
      • Joints, Fence, and Borings
      • Retaining Walls

   7. Erosion and Sediment Control Plan (EDI Inc.)
      An erosion and sediment control plan will be prepared to identify measures to protect
      adjacent properties and drainage structures near the project.

   8. Cross Sections
      It is anticipated that path cross sections will be provided at 50-foot intervals.
**Phase II Scope of Services**

9. Standard Details
   Anticipated standard details will include Traffic Control and Protection and Work zone Signing for Highways.

A summary of anticipated sheets is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Sheets</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Cover Sheet</td>
<td>1</td>
</tr>
<tr>
<td>2 Index, General Notes and Standards</td>
<td>1</td>
</tr>
<tr>
<td>3 Summary of Quantities</td>
<td>2</td>
</tr>
<tr>
<td>4 Typical Sections</td>
<td>1</td>
</tr>
<tr>
<td>5 Quantity Schedules</td>
<td>2</td>
</tr>
<tr>
<td>6 Alignment, Ties &amp; Benchmarks</td>
<td>2</td>
</tr>
<tr>
<td>7 Plan and Profile (1”=50’)</td>
<td>1</td>
</tr>
<tr>
<td>8 Drainage Sheets (1”=50’)</td>
<td>1</td>
</tr>
<tr>
<td>9 Utility Sheets (1”=50’)</td>
<td>1</td>
</tr>
<tr>
<td>10 Removal Plans (1’=50”)</td>
<td>1</td>
</tr>
<tr>
<td>11 Maintenance of Traffic Plan</td>
<td>3</td>
</tr>
<tr>
<td>12 Erosion Control Plans</td>
<td>7</td>
</tr>
<tr>
<td>13 Pavement Marking</td>
<td>1</td>
</tr>
<tr>
<td>14 Temporary Traffic Signal Plans</td>
<td>2</td>
</tr>
<tr>
<td>15 Lighting Plan</td>
<td>6</td>
</tr>
<tr>
<td>16 Structural plans</td>
<td>49</td>
</tr>
<tr>
<td>17 Architectural Plans</td>
<td>4</td>
</tr>
<tr>
<td>20 Landscaping Plan</td>
<td>4</td>
</tr>
<tr>
<td>21 Landscaping Details</td>
<td>2</td>
</tr>
<tr>
<td>22 ADA Ramp Detail</td>
<td>2</td>
</tr>
<tr>
<td>23 Cross sections</td>
<td>6</td>
</tr>
<tr>
<td>24 Standard Details</td>
<td>10</td>
</tr>
</tbody>
</table>

**Total Structural Sheet hours = 1800 hrs**

**Total Plan Sheet hours = 753 hrs**

**B. Permits**

The following permits are anticipated with this project:

- A MWRD Construction Permit will be required. (EDI Inc.)
- As the project will disturb more than one acre, an NPDES permit is required. The preparation of the SWPPP is included in the preparation of the NPDES permit. (EDI Inc.)
- Impacts are anticipated to the wetlands within the improvement limits. A joint application will be prepared for IDNR/IEPA/USACOE. (EDI Inc.)
- An IEPA permit will be required for the proposed watermain work. 16 hrs.
C. Cost Estimate
Construction Estimate of Cost will be prepared using form BLR 11510 using current bid tabs for projects of similar size. A blank Estimate of Cost and cost breakdown of lump-sum items will be prepared. 36 hrs.

D. Specifications
Specifications including Local Roads and Streets and BDE Special Provisions will be prepared. Additional special provisions provided by the City will be included. 64 hrs.

E. Estimate of Time Required
The Estimate of Time will be prepared using form BDE 220A. 4 hrs.

A disposition of comments will be prepared after each submittal for comments provided by the City and IDOT.

III. ROW Acquisition and Negotiation
A. Acquisition Document Preparation
This item includes Title Review, Boundary Survey, Parcel Computations, Plat of Highways and legal Descriptions. (EDI Inc.)

B. Acquisition Negotiations
This item includes Appraisals, Review Appraisals and Negotiations for three (3) parcels of right-of-way. (Santacruz Land Acquisitions)

C. ROW Coordination meetings
It is anticipated that there will be three (3) meetings throughout the duration of ROW Acquisition process. 3x1x4 = 12 hrs

IV. Meetings and Coordination
1. Meetings
It is anticipated that there will be six meetings throughout the duration of preparation of contract documents. Three meetings are included to discuss architectural elements, accent lighting and the landscaping alternatives. Three meetings are included to discuss plan progress. The time to complete minutes is included in the time per meeting. 6x1x4 = 24 hrs

2. Field Checks
An initial field check will be held with the project team and one additional field check as needed to verify existing conditions and constraints. 2x2x4 = 24 hrs

3. Utility Coordination
Phase II Scope of Services

Coordination is anticipated with ComEd to review conflicts and to access the power source for proposed lighting. Two meetings are included. Additional coordination is anticipated with other utilities to review conflicts. \[2 \times 1 \times 4 = 8 \text{ hrs}\]

4. Coordination with Subconsultants
The CONSULTANT will coordinate with subconsultants during the duration of the project. Three coordination meeting are included to discuss the project with EDI Inc. and Santacruz Land Acquisitions. \[3 \times 2 \times 3 = 18 \text{ hrs}\].

5. Technical Advisory Group (TAG) Coordination
It is anticipated that there will be three (3) TAG meetings during the preparation of contract documents. Three review meetings are included to discuss plan comments at the Draft, Pre-Final, and Final contract stage. The time to complete minutes is included in the time per meeting. \[3 \times 1 \times 4 = 12 \text{ hrs}\].

6. Stake Holder Coordination
The following stakeholder meetings are anticipated:
- 2- Condo Stakeholder meetings (Sisilla/ Evanston Terrace)
- 3- Canal Shores
- 2- MWRD Technical – Permits
- 2- MWRD Legal – ROW
- 1- Hospital
- 1- Northwestern
\[11 \times 1 \times 5 = 55 \text{ hrs}\]

V. Project Management & QA/QC

The task will include managing the project budget and schedule and preparing invoices. The CONSULTANT will submit an invoice once a month.

\[
\begin{align*}
\text{Project Management} & \quad 3 \text{ hrs} \times 15 \text{ months} = 45 \text{ hrs} \\
\text{Administration} & \quad 1 \text{ hrs} \times 15 \text{ months} = 15 \text{ hrs} \\
\text{QA/QC} & \quad 40 \text{ hrs} \\
\text{Sub Consultant QA/QC (8%)} & \quad 40 \text{ hrs}
\end{align*}
\]
## Central Street Bridge
City of Evanston

### In-house Direct Costs

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<th>Task</th>
<th>SubTask</th>
<th>Notes</th>
<th>Sub-Total</th>
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<td>Mileage</td>
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<td>II Contract Documents (See tab)</td>
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<td>IV Meetings and Coordination</td>
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## Central Street Bridge

City of Evanston

### Project Length
- Central Street 1,300 feet
- # of Intersections 1

<table>
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<tr>
<th>Description</th>
<th>Sheets</th>
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<td>2 General Notes</td>
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<tr>
<td>4 Typical Sections</td>
<td>1</td>
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<tr>
<td>5 Quantity Schedules</td>
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<td>32</td>
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<td>6 Alignment, Ties &amp; Benchmarks</td>
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<td>48</td>
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<td>EDI</td>
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<td>16</td>
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Avg hours per sheet: 113 Total: 753
### Central Street Bridge

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Special Provisions: 24

$372 of 632
### PAYROLL ESCALATION TABLE
#### FIXED RAISES
**COST PLUS FIXED FEE**

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**DATE** 01/07/18

**PTB NO.** Central Street Phase II

**CONTRACT TERM** 15 MONTHS

**START DATE** 3/1/2018

**RAISE DATE** 4/1/2018

**OVERHEAD RATE** 156.17%

**COMPLEXITY FACTOR** 3.00%

**% OF RAISE**

### ESCALATION PER YEAR

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The total escalation for this project would be: **3.21%**
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# Cost Estimate of Consultant Services

**Firm:** Stanley Consultants  
**PSB:** Central Street Phase II  
**Prime/Supplement:** Prime  
**Date:** 01/07/18  
**Overhead Rate:** 1.5617  
**Complexity Factor:** 0

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<th>Outside Direct Costs</th>
<th>Services by Others</th>
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**DBE:**
- Environmental Design International  
  - Total: 96,148.44
- Santacruz Land Acquisitions  
  - Total: 27,750.00

**Subconsultant DL**
- Total: 0.00

**TOTALS**
- 2978  
  - Manhours: 134,660.83  
  - Payroll: 210,299.83  
  - Overhead & Fringe Benf: 909.00  
  - In-House Direct Costs: 49,824.51  
  - Outside Direct Costs: 0.00  
  - Services by Others: 123,898.44  
  - DBE: 519,592.61  
  - % of Grand Total: 76.15%

**DBE 23.85%**
### AVERAGE HOURLY PROJECT RATES

**FIRM**
Stanley Consultants

**PSB**
Central Street Phase II

**PRIME/SUPPLEMENT**
Prime

**DATE**
01/07/18

**SHEET**
1 OF 5

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**TOTALS**

- 2978 hours, $45.22 average hourly rate
- 12 hours, $42.88 average hourly rate
- 1800 hours, $43.27 average hourly rate
- 753 hours, $42.83 average hourly rate
- 16 hours, $45.12 average hourly rate
- 104 hours, $43.99 average hourly rate

377 of 632
# Average Hourly Project Rates

**FIRM**  
Stanley Consultants  

**PSB**  
Central Street Phase II  

**Prime/Supplement**  
Prime  

**Date**  
01/07/18  

**Sheet**  
2 of 5  

## Payroll Classification

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**PREPARED BY THE CONSULTANT**

BDE 3608 Template  
(Rev. 01/12/17)
Central Street over the
North Shore Canal
Phase II
Environmental Design International
Cost Estimate of Consultant Services
Phase II Scope of Services

Introduction
Phase II (design) engineering services will be provided for the preparation of plans, specifications and cost estimates for the construction of Central Street.

The general scope will include the following scope of services:

I. Management of Traffic (MOT)
   A. Traffic Control
      • Development of an appropriate traffic control scheme will be performed using a concept inherited from Phase I design. (6 sheet(s) x 24 hours/sheet = 144 hours)
   B. Detour Route Plans
      • A detour route will be established to provide adequate traffic flow for neighborhood residents and business owners. (1 sheet(s) x 40 hours/sheet = 40 hours)
   C. MOT Concept
      • EDI will develop and coordinate an MOT concept (prior to proceeding with detailed Traffic Control Plans) to ensure that the staged construction will function as planned and meet the goals of the project. (1 concept(s) x 32 hours/concept = 32 hours)

II. Pavement Markings
   A. Pavement Marking
      • Pavement marking will be designed in accordance with the MUTCD and IDOT Standard Details as necessitated by roadway geometry. (2 sheet(s) x 18 hours/sheet = 36 hours)

III. Erosion Control
   A. Erosion Control
      • Proper erosion control measures for each construction stage will be established as required by the work performed and the SWPPP. (6 sheet(s) x 12 hours/sheet = 72 hours)
   B. Stormwater Pollution Prevention Plan (SWPPP)
      • EDI will develop a SWPPP as required by regulatory agencies and necessary for securing any applicable permits. (28 hours)

IV. Drainage and Utilities
   A. Drainage
      • EDI will prepare drainage sheets for the bridge and adjacent approach slabs as necessary. Inlet spacing will be calculated and storm sewers sized to convey the 10-year flow to the local sewer system. (2 sheet(s) x 32 hours/sheet = 64 hours)
   B. Permits
      • Permitting with the Army Corps of Engineers, the Metropolitan Water Reclamation District and the Illinois Department of Natural Resources – Office of Water Resources will be included. However, permitting fees must be paid for by the client. (MWRD Permit = 24 hours, IDNR/USACE Permit = 24 hours)

V. Survey
   A. Pickup Topo Survey
Phase II Scope of Services

- Select pickup topographic route survey will be performed by EDI for the project site, as outlined by the needs of the project.
- Conventional elevation surveys at intervals and at locations necessary to create DTM
- Elevations on paved surfaces to 0.01 of a foot
- Elevations on other surfaces to 0.10 of a foot
- Identify manholes, catch basins, valve vaults, and other surface indications of subsurface utilities.
(76 hours)

B. Research – Title Review
Review Title and supplied record backup documentation, perform additional research as necessary to form the basis of the total holding determination. (13 hours)

C. Boundary Survey
Field locate monumentation to determine property and existing right of way lines. (58 hours)

D. Parcel Computations
Compute total holding, previously used or dedicated right of way areas, proposed right of way and permanent or temporary easement geometry and areas, as well as station & offset from the proposed alignments. (35 hours)

E. Plat of Highways
- Prepare a Plat of Highway according to current IDOT Land Acquisition Manual, to be signed and sealed by an Illinois Professional Land Surveyor. (41 hours)

F. Legal Descriptions
- Write metes and bounds legal descriptions according to current IDOT Land Acquisition Manual (22 hours)

G. Stake ROW & PE
- Stake where the propose right of way and proposed permanent easements change direction and meet existing right of way lines. (28 hours)

H. QC/QA
- Review and complete IDOT Plat of Highways & Legal Description Checklist by an Illinois Professional Land Surveyor not directly involved in the project. (17 hours)

I. ROW Meetings
- It is anticipated that there will be two meetings throughout the duration of preparation of contract documents to discuss proposed right of way requirements, and final deliverables. (2 meeting(s) x 4 hours/meeting = 8 hours)

VI. Meetings and Coordination

1. Meetings
   It is anticipated that there will be four meetings throughout the duration of preparation of contract documents. Two meetings are included to discuss engineering elements and coordinate design with Evanston Fire and Police services. Two meetings are included to discuss plan review
comments. The time to prepare any aides (visual or written - such as exhibits or memos) is included in the time per meeting. \((4 \text{ meeting(s)} \times 4 \text{ hours/meeting} = 16 \text{ hours})\)

### VII. Project Management

The task will include managing the project budget and schedule and preparing invoices. The EDI will submit an invoice once a month. \((4 \text{ hour(s)} \times 15 \text{ months} = 60 \text{ hours})\)

### Contract Documents

The contract documents will include:
- A. Plans
- B. Permits
- C. Cost Estimate
- D. Specifications

The contract documents will be prepared in three stages as follows
- Preliminary – 60% (Village only)
- Prefinal – 90%
- Final – 100%

#### A. Plan Preparation

1. **Maintenance of Traffic**
   EDI will develop 50 scale staging plans for three anticipated stages of construction (Pre-stage, Stage I and Stage II). Detour route plan for surrounding neighborhood traffic will also be developed. The remaining construction of the bridge and retaining walls will be constructed using standard IDOT details for temporary lane closures if required.

2. **Pavement Markings**
   Pavement marking plans will be developed at 20 scale as required by geometry and traffic needs.

3. **Erosion and Sediment Control Plan**
   An erosion and sediment control plan will be prepared to identify measures to protect adjacent properties and drainage structures in the vicinity of the project and to meet the requirements of the SWPPP.

4. **Drainage and Utilities**
   EDI will prepare 2 plan sheets showing the locations of inlets and other drainage appurtenances the project. Water main replacement will follow Illinois’ guidelines for sewer and water main construction.
Phase II Scope of Services

A summary of anticipated sheets is as follows:

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<th>Description</th>
<th>Sheets</th>
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<td>2 Pavement Markings</td>
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<tr>
<td>4 Drainage and Utilities</td>
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B. Permits
As the project will disturb more than one acre, an NPDES permit is required. The preparation of the SWPPP is included in the preparation of the NPDES permit. Additionally, an ACOE/IDNR Joint Permit application will be completed and submitted. Permit fees will be passed on to the owner.

C. Cost Estimate
Construction Estimate of Cost will be prepared using form BLR 11510 using current bid tabs for projects of similar size. A blank Estimate of Cost and cost breakdown of lump-sum items will be prepared.

D. Specifications
Specifications including Local Roads and Streets and BDE Special Provisions will be prepared. Additional special provisions provided by the Village or necessitated by construction will be included.

E. Comment Dispositions
A disposition of comments will be prepared after each submittal for comments provided by the Village and IDOT.
### PAYROLL ESCALATION TABLE
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**PAYROLL ESCALATION TABLE**

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**ESCALATION PER YEAR**

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= 55.56% 45.78% 1.0133

The total escalation for this project would be: 1.33%
# PAYROLL RATES

**FIRM NAME**
Environmental Design In

**DATE**
10/16/17

**PRIME/SUPPLEMENT**
Stanley Consultants

**PSB NO.**
16-08

**ESCALATION FACTOR**
1.33%

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# COST PLUS FIXED FEE

## COST ESTIMATE OF CONSULTANT SERVICES

**FIRM**

Environmental Design International

**PSB**

16-08

**PRIME/SUPPLEMENT**

Stanley Consultants

**DATE**

10/16/17

**OVERHEAD RATE**

1.4701

**COMPLEXITY FACTOR**

0

### DBE OVERHEAD RATES

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<th>MANHOURS</th>
<th>PAYROLL</th>
<th>OVERHEAD  &amp; FRINGE BENF</th>
<th>IN-HOUSE DIRECT COSTS</th>
<th>FIXED FEE</th>
<th>Outside Direct Costs</th>
<th>SERVICES BY OTHERS</th>
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**Subconsultant DL**

0.00

**TOTALS**

838 33,646.15 49,463.21 590.00 12,449.08 0.00 0.00 96,148.44 96,148.44 100.00%

---

386 of 632

**PREPARED BY THE CONSULTANT**

Bureau of Design and Environment (Rev. 11/19/15)
## AVERAGE HOURLY PROJECT RATES

**FIRM**  
Environmental Design International  
**PSB**  
16-08  
**PRIME/SUPPLEMENT** Stanley Consultants  
**DATE**  
10/16/17

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<th>Detour Route Plans</th>
<th>MOT Concept</th>
<th>Pavement Marking</th>
<th>Erosion Control</th>
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<td>Hours</td>
<td>%</td>
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<td>Hours</td>
<td>%</td>
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<td>19.76</td>
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Bureau of Design and Environment (Rev. 11/19/15)

387 of 632
### Average Hourly Project Rates

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<th>Wgtd Avg</th>
<th>Drainage Plans</th>
<th>% Part.</th>
<th>Wgtd Avg</th>
<th>Drainage Permits</th>
<th>% Part.</th>
<th>Wgtd Avg</th>
<th>Pickup Topo Survey</th>
<th>% Part.</th>
<th>Wgtd Avg</th>
<th>Research - Title Review</th>
<th>% Part.</th>
<th>Wgtd Avg</th>
<th>Boundary Survey</th>
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<tr>
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<td>18</td>
<td>64.29%</td>
<td>36.19</td>
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<td>7.86</td>
<td>34</td>
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<td>9.17</td>
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<tr>
<td><strong>TOTALS</strong></td>
<td><strong>28</strong></td>
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<td><strong>64</strong></td>
<td><strong>100%</strong></td>
<td><strong>41.67</strong></td>
<td><strong>48</strong></td>
<td><strong>100%</strong></td>
<td><strong>47.87</strong></td>
<td><strong>76</strong></td>
<td><strong>100%</strong></td>
<td><strong>28.69</strong></td>
<td><strong>13</strong></td>
<td><strong>100%</strong></td>
<td><strong>43.50</strong></td>
<td><strong>58</strong></td>
<td><strong>100%</strong></td>
<td><strong>32.72</strong></td>
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</table>
## AVERAGE HOURLY PROJECT RATES

**FIRM**  
Environmental Design International

**PSB**  
16-08

**PRIME/SUPPLEMENT**  
Stanley Consultants

**DATE**  
10/16/17

**SHEET**  
3 OF 5

<table>
<thead>
<tr>
<th>PAYROLL CLASSIFICATION</th>
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<th>Parcel Computations</th>
<th>Plat of Highways</th>
<th>Legal Descriptions</th>
<th>Stake ROW &amp; PE</th>
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<th>ROW Meetings</th>
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<tr>
<td></td>
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<td>Hours % Wgtd Avg</td>
<td>Hours % Wgtd Avg</td>
<td>Hours % Wgtd Avg</td>
<td>Hours % Wgtd Avg</td>
<td>Hours % Wgtd Avg</td>
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<td>1 2.44% 1.54</td>
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<td>2 9.09% 4.87</td>
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<td>12 29.27% 10.53</td>
<td>4 18.18% 6.54</td>
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<td>Survey Crew Chief</td>
<td>29.39</td>
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<td>Instrument Person</td>
<td>19.76</td>
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<td>8 36.36% 7.19</td>
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<td>8 28.57% 5.65</td>
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<td>Engineer III</td>
<td>56.29</td>
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</table>

**TOTALS**  
35 100% $34.46 41 100% $35.54 22 100% $29.28 28 100% $28.08 17 100% $40.59 8 100% $53.59
### AVERAGE HOURLY PROJECT RATES

<table>
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<td>AVG HOURLY RATES</td>
<td>PAYROLL</td>
<td>AVG HOURLY RATES</td>
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</tbody>
</table>

#### Meetings & Coordination

- **Program Manager**: 63.33 hours at 50.00%, 50.00% of 31.67 = 31.67 hours, 31.67% of 45.39 = 14.33 hours.
- **Surveyor II**: 53.59 hours at 2.00%, 2.00% of 1.79 = 0.36 hours.
- **Surveyor I**: 35.97 hours.
- **Survey Crew Chief**: 29.39 hours.
- **Instrument Person**: 19.76 hours.
- **CADD Technician**: 31.16 hours.
- **Admin Support I**: 30.93 hours at 15.00%, 15.00% of 7.73 = 11.55 hours.
- **Environmental Scientist**: 53.26 hours.
- **Environmental Scientist**: 26.57 hours.
- **Engineer III**: 56.29 hours at 8.00%, 8.00% of 28.15 = 2.25 hours.

#### Project Management

- **Engineer II**: 39.66 hours.
- **Engineer I**: 27.52 hours.

**TOTALS**: 16 hours (100%) at $59.81, 60 hours (100%) at $54.91, 0 hours (0%) at $0.00, 0 hours (0%) at $0.00, 0 hours (0%) at $0.00.
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<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UTILIZE</th>
<th>QUANTITY</th>
<th>CONTRACT RATE</th>
<th>TOTAL</th>
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<td>Per Diem (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>W.O. ONLY</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Lodging (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
<td>J.S. ONLY</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks’ notice, with prior IDOT approval</td>
<td>W.O. ONLY</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Vehicle Mileage (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
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<td>Vehicle Owned or Leased</td>
<td>$32.50/half day (4 hours or less) or $65/full day</td>
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<td>$65.00</td>
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<td>Vehicle Rental</td>
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<td>Tolls</td>
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<td>Parking</td>
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<td>Overtime</td>
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<td>Shift Differential</td>
<td>Actual cost (Based on firm's policy)</td>
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<td>Copies of Deliverables/Mylars (In-house)</td>
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<td>J.S. ONLY</td>
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<td>Copies of Deliverables/Mylars (Outside)</td>
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<td>2-Way Radio (Survey or Phase III Only)</td>
<td>Actual cost</td>
<td>J.S. ONLY</td>
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<tr>
<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual cost</td>
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<td>CADD</td>
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<td>Testing of Soil Samples*</td>
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<td>Lab Services*</td>
<td>Actual cost (Provide breakdown of each cost)</td>
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<td>Equipment and/or Specialized Equipment Rental*</td>
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**TOTAL DIRECT COST** $655.00

*If other allowable costs are needed and not listed, please add in the above spaces provided.

**Legend**

W.O. = Work Order  
J.S. = Job Specific
Central Street over the
North Shore Canal
Phase II
Santacruz Land Acquisitions
Cost Estimate of Consultant Services
PROPOSAL FOR
LAND ACQUISITION SERVICES

City of Evanston
Stanley Consultants

Central Street Bridge

310 Happ Road · Suite 206
Northfield, IL 60093
www.santacruz-associates.com

Contact:
J. Steve Santacruz
847-868-9620
jsteve@santacruz-associates.com
EXECUTIVE SUMMARY

Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the City of Evanston, the Local Public Agency ("LPA") the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- Deliver the right of way on-time to meet the letting
- Manage the acquisition risks, including the cost of condemnation litigation
- Compliance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), IDOT land acquisition policies and procedures and FWHA policies.

CRITICAL ISSUE 1: DELIVER THE RIGHT-OF-WAY ON-TIME TO MEET LETTING

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to the LPA. We also know that keeping the land acquisition on-time and within budget is a measurement of success for the LPA. When a project does not meet its letting schedule, we know it can impact the budget for the LPA, causing scheduling conflicts with potential contractors and also affect other economic factors which govern the delivery of the overall roadway improvement program for the LPA.

Our solution is to assemble a team of industry leading right of way professionals that have years of experience working on land acquisition projects with the understanding of what needs to be done to complete an acquisition on time.

Santacruz Land Acquisitions will work with the staff for the LPA and/or Stantley Consultants, Engineer for the LPA, ("Consultant") to develop a land acquisition plan for the reconstruction of the Central Street Bridge (the “Project”) to assure that the goals are met. Beginning with waiver valuations on the appraisal side, we look for ways to reduce the time on the acquisition cycle. With years of right of way acquisition work, we have a large database of real estate representatives for corporate acquisitions to cut down the time spent in the initial steps of locating the real estate representative for each property.
All of these efficiencies lead to ways in which we minimize our time with an acquisition and translate to your project staying on schedule.

**CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS**

Equally important as the scheduled letting is the acquisition budget for the Project. Cost overruns can jeopardize a project from moving forward. Because real estate costs can represent a significant portion of the budget for a transportation project, our team will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with the LPA to minimize the condemnation referrals that impact the budget for this Project. By the same token, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation.

Through experience, we know that a portion of the parcels will need to be acquired through condemnation. As such, your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for condemnation. Our team possesses that knowledge and has years of experience providing “expert witness” testimony in these matters.

_Santacruz Land Acquisitions is made up of skilled right of way professionals with a vast background in real estate and civil engineering with respect to transportation projects which gives us the ability to recognize issues and resolve them before they create delays._

**CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS**

All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act). In addition, we are familiar with IDOT’s land acquisition guidelines, policies and procedures.

WHY SANTACRUZ LAND ACQUISITIONS?

As you review our proposal, you will see that the team that Santacruz Land Acquisitions has assembled is versatile, experienced and qualified to deliver the full scope of the land acquisition needs for the LPA. What sets apart our team is:

- Years of successful on-time delivery of right of way land acquisition services to various other agencies
- Diverse set of real estate acquisition disciplines including backgrounds in law and civil engineering
- Extensive experience with complex valuations and acquisitions
- Title review experience, including familiarity with all types of recorded documents affecting real estate and knowledge on how to the clear title
- Experience in reviewing plats and legal descriptions, as well as an ability to review and understand roadway construction plans
- Expertise with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), Illinois Eminent Domain Act (735 ILCS 30), IDOT Land Acquisition Guidelines.
- Familiarity with IDOT policies and procedures related to land acquisition and appraisals.

Our solution is to apply our team’s extensive collective decades of experience complying with federal and state laws and maximizing the team’s knowledge of the land acquisition policies of IDOT.
ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

Santacruz Land Acquisitions is a BEP with Central Management Services, a DBE with IDOT and an MBE with Cook County and the City of Chicago.

TEAM ORGANIZATION

Santacruz Land Acquisitions has assembled a versatile team of professional right of way consultants with the experience to deliver successful land acquisition services and meet the letting dates of the project. J. Steve Santacruz, President of Santacruz Associates Ltd. d/b/a Santacruz Land Acquisitions will lead the team as Project Manager. The team brings a wealth of experience in land acquisition for governmental agencies and related real estate law and civil engineering disciplines to assure the proper handling of even the most complicated of acquisitions. Additionally, the key members of the Santacruz Land Acquisitions team have collaborated in the past on projects.

SUMMARY

With a long history of successful delivery of a variety of right of way projects on-time, within budget and to our client’s satisfaction, we look forward to the opportunity to assist the LPA with its land acquisition needs.

COMPENSATION

Santacruz Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on three (3) projected parcels of right-of-way, is as follows:

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<thead>
<tr>
<th>APPRAISALS:</th>
<th>$10,500.00.</th>
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</thead>
<tbody>
<tr>
<td>REVIEW APPRAISALS:</td>
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<tr>
<td>NEGOTIATIONS:</td>
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</tbody>
</table>

As directed, Santacruz Land Acquisitions shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender’s fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz Land Acquisitions shall include $1,000.00 per parcel for these charges. Santacruz Land Acquisitions shall pay any such fees and charges in excess of the $1,000.00 per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Santacruz Land Acquisitions will attend and/or participate in up to four (4) hours of meetings and conference calls for consultations on the project. This will include, without limitation, kick-off meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of $27,750.00 as follows:

<table>
<thead>
<tr>
<th>Land Acquisition Services</th>
<th>$24,750.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultation/Meeting Services</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Direct Billable Expenses</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>
TECHNICAL APPROACH

Santacruz Land Acquisitions shall perform all necessary services in the preparation of appraisals and review appraisals and the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed at the direction of the LPA and Consultant in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) (“Eminent Domain Act”) and the Illinois Code of Civil Procedure (“Code of Civil Procedure”).

Santacruz Land Acquisitions will review the highway construction plans with the LPA and/or the Consultant to understand the nature and purpose of the project.

Santacruz Land Acquisitions agrees to perform the services as set forth herein as well as furnish and deliver to the LPA the final reports accompanied by all necessary documents needed for recordation and/or necessary for eminent domain proceedings. The process described in this section has been the roadmap to many successful right of way projects for Santacruz Land Acquisitions helping us help you keep your projects on-time and within budget.

LAND ACQUISITION CRITICAL PATH STEPS – “OUR ROAD MAP”

Task 1: Notice to Proceed
Our services start within one week (or sooner, if requested) of an authorization to proceed from the LPA.

Task 2: Kick-off Meeting
Santacruz Land Acquisitions will meet with the LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project. At that time, we will identify the subconsultants that shall be assigned to the Project to perform the appraisal and review appraisal functions.
**Task 3: Delivery and Review of Project Information**

The LPA or Consultant will provide Santacruz Land Acquisitions with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, the LPA or Consultant will also provide us with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.

**Task 4: Introductory Notice to Owners**

The assigned Appraiser will notify the property owner of the proposed taking and the beginning the valuation process of the property. The notice will invite the property owner to be present during the inspection by the appraiser.

**Task 5: Appraisal / Waiver Valuation**

All appraisal work shall be completed within the time frame provided by the LPA at the time the project is assigned.

The Appraiser will review the plat of highways and the construction plans to determine the type of appraisal to be used for each parcel. The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports.

While IDOT has revised its policies regarding waiver valuations, their use on this Project would be available at this time. Waiver valuations would require coordination with the LPA. In addition, waiver valuations can only be used if the right-of-way is acquired in the name of the LPA.

It should be noted that a waiver valuation is not an appraisal and may not be represented to be an appraisal. Accordingly, when an offer to purchase based on a waiver valuation is rejected and the parcel is referred to condemnation, an appraisal, written by a qualified staff or fee appraiser, must be written and reviewed.

Santacruz Land Acquisitions will provide guidance to the LPA in making its decision on whether or it should proceed with waiver valuations for this Project.

The Appraiser shall assist in analyzing and responding to valuation information provided by a property owner in support of a counter offer. At the request of the LPA or Consultant, Santacruz Land Acquisitions will furnish and deliver updated or revised appraisals resulting from a revision to the right of way or for condemnation purposes.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pretrial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

**Task 6: Review Appraisal**

All appraisals will be reviewed by the Review Appraiser assuring that all items affecting the value of the property have been considered in the appraisal.

The Review Appraiser will complete the Right of Way Appraisal Review Certification (using the form designated by IDOT) and a copy will be attached to the appraisal delivered by Santacruz Land Acquisitions.

At the request of the LPA or Consultant, Santacruz Land Acquisitions will furnish and deliver updated or revised appraisals and/or reviews resulting from a revision to the right of way or for condemnation purposes. Such requests will be pursuant to a separate work order.
Task 7: Negotiation and Acquisition

All negotiations and acquisition services shall be provided by Santacruz Land Acquisitions after approval by the LPA of the amount of just compensation to be offered to the property owner.

The Negotiator will not have any authority to determine administrative settlements. The Negotiator will consult with the LPA for approval of any counter offers and upon acceptance by the LPA of any such counter offer, Santacruz Land Acquisitions will prepare the necessary documentation for administrative settlement.

Prior to the start of negotiations, the Negotiator will review the plats of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation and impact to the property. Santacruz Land Acquisitions will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the LPA. Santacruz Land Acquisitions will direct any questions to the LPA or Consultant resulting from its review of the plans, plats, appraisals and title commitments so that Santacruz Land Acquisitions is prepared for any issues raised by the property owner during negotiations.

Before contacting the owner of a parcel, Santacruz Land Acquisitions will prepare and send the introductory letter to the property owner on the LPA’s letterhead. This letter will provide a general statement of the Project, identify the property and the legal property owner, and briefly state the right of requirements necessary from the parcel. This letter shall also contain contact information for Santacruz Land Acquisitions and a representative of the LPA.

Santacruz Land Acquisitions will prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the Basis for Computing Total Approved Compensation and Offer to Purchase (in the format approved by IDOT), a copy of the plat of highway with the acquisition areas highlighted and a copy of the legal descriptions of the parcels to be acquired. If, after repeated efforts to contact the property owner to schedule a meeting to present the offer, Santacruz Land Acquisitions is unable to make contact with the property owner, or if the property owner is located out of town, or at the request of the property owner to have the offer package mailed, Santacruz Land Acquisitions will send the offer package by certified mail so that a receipt of delivery can be established.

Santacruz Land Acquisitions will personally contact the property owner a minimum of three times before making a determination that the acquisition of the parcel cannot be successfully negotiated. In most cases, Santacruz Land Acquisitions will exceed the minimum number of contacts in an attempt to make all reasonable efforts to reach a settlement before recommending that the LPA commence condemnation proceedings. All contacts and efforts to make contact with the property owner shall be documented in the negotiator’s report maintained by Santacruz Land Acquisitions for each parcel.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz Land Acquisitions will immediately notify LPA or Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, Santacruz Land Acquisitions will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz Land Acquisitions.

Upon successful negotiations with the property owner, Santacruz Land Acquisitions will prepare all necessary conveyance documents in the forms provided by and approved by IDOT in order to complete the acquisition and obtain title approval for the property. Santacruz Land Acquisitions will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator’s Log.
documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

In the event that Santacruz Land Acquisitions, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, Santacruz Land Acquisitions shall prepare and submit to the LPA a completed parcel file with its recommendation to acquire the parcel by means of condemnation. In addition, the file will include the Negotiator’s Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pretrial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

PERSONNEL

The experience and talent of the right of way professionals that make up the team for Santacruz Land Acquisitions will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. J. Steve Santacruz brings over twenty years of right of way acquisition experience to lead this team as its project manager. Steve has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. He has also worked for numerous township and municipalities. Steve has a reputation in the right of community of being able to handle the most complex of land acquisition transactions.

The internal support team members for Santacruz Land Acquisitions include Robin Weber, a real estate paralegal with over twenty years of experience in closing residential and commercial real estate transactions, and Jonathan Abplanalp, a District 1 fee negotiator.

Each of our team members, including our subconsultants, have relevant experience working collaboratively with professionals of other disciplines and other agencies. They understand the importance of effective coordination throughout the land acquisition process.

PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 as Santacruz Associates Ltd. and has grown to be one of the most dependable right of way negotiation firms in IDOT’s District 1. Since it opened, Santacruz Land Acquisitions has been providing comprehensive right of way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies. Our proprietary database overlay allows us to handle hundreds of parcels at one time keeping deadlines organized for each of our different clients.

Our team brings an array of services and broad disciplines in real estate which give us a distinct advantage in handling even the most complex of your land acquisition projects. In addition, our team of subconsultants is not new to each other as we have collaborated together on various other projects.

Our team has delivered real estate solutions for its public agencies balancing risk management and letting dates on some of the largest and most intricate projects in the State.
## Compensation for Services

### Appraisal Services (based on complexity)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appraisals</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Revision to appraisal due to change in ROW or plans(^1)</td>
<td>$1,500.00 - $4,000.00</td>
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</table>

### Review Appraisal Services (based on complexity)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review Appraisals</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>Revision to review appraisal due to change in ROW or plans(^1)</td>
<td>$900.00 - $2,000.00</td>
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### Negotiation Services (based on complexity)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest</td>
<td>$3,500.00</td>
</tr>
</tbody>
</table>

### Witness Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate for each ½ day in pretrial conference or in court for Negotiator(^1)</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Rate for each ½ day in pretrial conference or in court for Appraiser(^1)</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Hourly rate for consultation not otherwise specifically provided for herein</td>
<td>$250.00</td>
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</tbody>
</table>

### Title Services (if applicable)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Later date commitment – In addition to actual recording costs + Administrative fee</td>
<td>$25.00</td>
</tr>
<tr>
<td>Title insurance policies – In addition to actual recording costs + Administrative fee</td>
<td>$25.00</td>
</tr>
<tr>
<td>Recording of Documents – In addition to actual recording costs + Administrative fee</td>
<td>$25.00</td>
</tr>
<tr>
<td>Copies of recorded documents – In addition to actual copying costs &amp; research fees + Administrative fee</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

\(^1\) Requires additional work order.
To: David Stoneback, Public Work Agency Director  
Lara Biggs, Bureau Chief – Capital Planning / City Engineer  
Sat Nagar P.E., Senior Project Manager  

From: Tammi Nunez, Purchasing Manager  

Subject: Engineering Services Agreement for the Central Street Bridge Phase II, RFQ 16-08  

Date: June 25, 2018  

The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City’s goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract.

With regard to the recommendation for the Engineering Services Agreement for the Central Street Bridge Phase II, RFQ 16-08, Stanley Consultants Inc.’s total base bid is $519,592.61, and they will receive 23.8% credit for compliance towards the M/W/EBE goal.

<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>WBE</th>
<th>EBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Design Int’l 33 W. Monroe Str. Ste. 1825 Chicago, IL 60603</td>
<td>Engineering Services</td>
<td>$96,148.44</td>
<td>18.5%</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Santacruz Land Acquisitions 222 Northfield Rd., Ste. 201 Northfield, IL 60093</td>
<td>Consultants</td>
<td>$27,750.00</td>
<td>5.3%</td>
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<td>X</td>
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</tr>
<tr>
<td>Total M/W/EBE</td>
<td></td>
<td>$123,898.44</td>
<td>23.8%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CC: Hitesh Desai, Chief Financial Officer
Memorandum

To: Honorable Mayor and Members of the City Council
   Wally Bobkiewicz, City Manager

From: Richard Eddington, Chief of Police
       Evanston Police Department

Subject: Resolution 44-R-18, Approval of Amended Agreement for the Northern Illinois Police Alarm System (NIPAS)

Date: June 21, 2018

Recommended Action:
Evanston Police Department Staff recommend City Council adopt Resolution 44-R-18, authorizing the City Manager to approve an amended mutual aid agreement for the Northern Illinois Police Alarm System (NIPAS).

Funding Source:
N/A

Livability Benefits:
Health & Safety: Improve emergency prevention and response

Summary:
NIPAS is a mutual-aid group that provides the Evanston Police Department with emergency services capability, mobile field force capability, and a large contingent of bicycle-officers trained for crowd control. The original agreement with NIPAS and the City of Evanston was signed in 1986. Since that time, NIPAS has expanded to over 100 participating agencies. In order to adequately continue to meet those needs and serve the growing number, NIPAS has requested amended agreements with the participating agencies.

Legislative History:
On August 11, 1986, the City of Evanston adopted Ordinance 89-O-86 approving the NIPAS Agreement.

Attachments:
Resolution 44-R-18
A RESOLUTION

APPROVING AN AMENDED MUTUAL AID AGREEMENT FOR THE NORTHERN ILLINOIS POLICE ALARM SYSTEM

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorizes units of local government to exercise any power or powers, privileges or authority which may be exercised by the unit of local government individually to be exercised and enjoyed jointly with any other local government or body in the State; and

WHEREAS, the Northern Illinois Police Alarm System (“NIPAS”) is an intergovernmental organization established via an intergovernmental service and mutual aid agreement (“NIPAS Agreement”) entered into by law enforcement agencies serving the northern Illinois and Chicagoland region (“Participating Agencies”); and

WHEREAS, through the NIPAS Agreement, the Participating Agencies have agreed to provide one another with mutual aid in the event of an emergency situation within the primary law enforcement jurisdiction of a Participating Agency that threatens or causes loss of life and property and
exceeds the stand-alone physical and organizational capabilities of that Participating Agency; and

WHEREAS, on August 11, 1986, the City of Evanston adopted Ordinance 89-O-86 approving the NIPAS Agreement whereby the City of Evanston Police Department became a Participating Agency in NIPAS subject to the terms and conditions of the NIPAS Agreement; and

WHEREAS, as NIPAS has now expanded to over 100 Participating Agencies, the needs of NIPAS have evolved and grown in complexity beyond the constraints of the NIPAS Agreement as it is currently constituted; and

WHEREAS, in order to adequately continue to meet those needs and serve its growing number of Participating Agencies, NIPAS has requested that its Participating Agencies agree to amend the NIPAS Agreement by entering into an amended NIPAS Agreement (“Amended NIPAS Agreement”); and

WHEREAS, the City Council has determined that it is in the best interests of the City of Evanston and its residents to enter into the Amended NIPAS Agreement,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Evanston, Cook County, Illinois, as follows:

SECTION 1: Recitals. The foregoing recitals are incorporated into, and made a part of, this Resolution.
SECTION 2: Approval of Amended NIPAS Agreement. The City of Evanston City Council hereby approves the Amended NIPAS Agreement in substantially the form attached to this Resolution as Exhibit A.

SECTION 3: Authorization to Execute Amended NIPAS Agreement. The City of Evanston City Council hereby authorizes and directs the Mayor and the Police Chief of City of Evanston to execute and the City Clerk to attest, on behalf of the City of Evanston, the Amended NIPAS Agreement approved in Section 2 of this Resolution.

SECTION 4: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval according to law.

______________________________  
Stephen H. Hagerty, Mayor

Attest:

______________________________  
Michelle L. Masoncup, Corporation Counsel

Devon Reid, City Clerk

Adopted: _________________, 2018
Amended Mutual Aid Agreement and Plan

The undersigned Participating Law Enforcement Agencies agree pursuant to the Constitution of the State of Illinois, 1970, Article VII, Section 10, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), 65 ILCS 5/1-4-6, 65 ILCS 5/11-1-2.1, and 745 ILCS 10/7-101 et seq., as follows:

Section 1
Purpose of Amended Mutual Aid Agreement and Plan

This Amended Mutual Aid Agreement and Plan is made in recognition of the fact that natural occurrences, or man-made occurrences, may result in situations which are beyond the ability of individual law enforcement agencies to manage and respond to effectively in terms of manpower and equipment resources on hand at a given time. Each Participating Agency has and does express its intent to assist other Participating Agencies by assigning some of its manpower and equipment resources to a Stricken Agency as resources and situations allow. The specific intent of this Amended Mutual Aid Agreement and Plan is to permit each Participating Agency to more fully safeguard the lives, persons, and property of all citizens within its respective Primary Law Enforcement Jurisdiction.

Section 2
Definitions

For the purpose of this Amended Mutual Aid Agreement and Plan, the following terms are defined as follows:

Aiding Agency: A Participating Agency furnishing police equipment and manpower to a Stricken Agency.

Amended Mutual Aid Agreement and Plan: An amended Mutual Aid Agreement Plan which shall go into effect and supersede the Original Mutual Aid Agreement and Plan pursuant to the procedures set forth in Section 5 of this Amended Mutual Aid Agreement and Plan.

Amended NIPAS Bylaws: Amended NIPAS Bylaws, which shall go into effect and supersede the NIPAS Bylaws upon their adoption, pursuant to Article XV, Section 1 of the NIPAS Bylaws, by a majority of the Original Participating Agencies present at the special meeting of Original Participating Agencies called, pursuant to Article XI, Section 4 of the NIPAS Bylaws, at least 60 days after the last of the following two events to occur: (i) the passage and approval of an ordinance or resolution approving participation in NIPAS and the Amended Mutual Aid Agreement and Plan, in the manner provided by law, by the corporate authorities of at least three-fourths of the Participating Agencies; and (ii) the execution of this Amended Mutual Aid Agreement and Plan by the heads of the corporate authorities and the commanding officers of at least three-fourths of the Original Participating Agencies.

Emergency Situation: A situation occurring within a Stricken Jurisdiction that requires the Stricken Agency to perform Law Enforcement Services that would exceed the stand-alone physical and organizational capabilities of the Stricken Agency.

Law Enforcement Services: The serving and protecting of the lives, persons, and property of all citizens within a Primary Law Enforcement Jurisdiction, including, without limitation, the investigation of all crimes occurring or alleged or suspected to have occurred within its Primary Law Enforcement Jurisdiction.

Mutual Aid: Response and assistance by the Aiding Agencies in the event of an Emergency Situation.

Mutual Aid Agreement and Plan: A definite and pre-arranged written agreement and plan whereby the provision of Mutual Aid is agreed upon in accordance with the Police Alarm Assignments as developed by the commanding officers of the Participating Agencies.


NIPAS Board: The Board of Officers of NIPAS, the governing board of NIPAS, established pursuant to Section 3.G of the Original Mutual Aid Agreement and Plan.
Northern Illinois Police Alarm System (NIPAS): An organization of Northern Illinois law enforcement agencies participating in the Original Mutual Aid Agreement and Plan and this Amended Mutual Aid Agreement and Plan.

Original Mutual Aid Agreement and Plan: That Mutual Aid Agreement and Plan pursuant to which NIPAS and the Participating Agencies operate and are governed, which shall be in effect until the Amended Mutual Aid Agreement and Plan goes into effect and supersedes the Original Mutual Aid Agreement and Plan pursuant to the procedures set forth in Section 5 of this Amended Mutual Aid Agreement and Plan.

Original Participating Agencies: Those Participating Agencies whose corporate authorities had approved participation in NIPAS and whose head of corporate authorities and commanding officers had executed the Original Mutual Aid Agreement and Plan prior to May 1, 2018.

Participating Agency: A law enforcement agency dedicated to performing Law Enforcement Services for its Primary Law Enforcement Jurisdiction that commits itself to participate in NIPAS pursuant to the terms of this Amended Mutual Aid Agreement and Plan.

Police Alarm Assignments: A pre-determined listing of manpower and equipment that will respond to aid a Stricken Agency.

Primary Law Enforcement Jurisdiction: A geographically, politically, or contractually defined area for which a Participating Agency is primarily responsible for performing Law Enforcement Services.

Specialized Teams: A subsidiary team of NIPAS established by the NIPAS Board, consisting of Participating Agencies electing to participate pursuant to a separate agreement, and dedicated to performing a specialized set of Law Enforcement Services for the sole benefit of the Participating Agencies electing to participate in the Specialized Team and not for the benefit of all of NIPAS or all of the Participating Agencies.

Stricken Agency: The Participating Agency that is primarily responsible for performing Law Enforcement Services for a Stricken Jurisdiction.

Stricken Jurisdiction: The Primary Law Enforcement Jurisdiction in which an Emergency Situation occurs that is of such magnitude that it cannot be adequately managed or responded to by the Participating Agency primarily responsible for performing the Law Enforcement Services for that Primary Law Enforcement Jurisdiction.

Section 3
Amended Mutual Aid Agreement and Plan

The corporate authorities of each Participating Agency are authorized on behalf of that Participating Agency to enter into and subsequently alter and amend, on the advice of the commanding officer of the Participating Agency, this Amended Mutual Aid Agreement and Plan as follows:

A. Whenever an Emergency Situation is of such magnitude and consequence that it is deemed advisable by the senior officer present of the Stricken Agency, or his or her designee, to request Mutual Aid from the Aiding Agencies, the senior officer present of the Stricken Agency, or his or her designee, may do so in accordance with the following:

1. Immediately determine what resources are required according to the Police Alarm Assignments.

2. Immediately determine if the required equipment and personnel can be committed in response to the request from the Stricken Agency.

3. Dispatch immediately the personnel and equipment required to the Stricken Agency in accordance with the Police Alarm Assignments.

B. The rendering of Mutual Aid under the terms of this Amended Mutual Aid Agreement and Plan shall not be mandatory in accordance with the Police Alarm Assignments if local conditions prohibit response. In that event it is the responsibility of the Aiding Agency to immediately notify the Stricken Agency of the circumstances that prevent the provision of Mutual Aid in response to the Emergency Situation.

C. The senior officer present of the Stricken Agency, or his or her designee, shall assume full responsibility and command for operations at the scene. The senior officer present of the Stricken Agency, or his or her designee, will assign personnel and equipment of the Aiding Agencies, to positions when and where he or she deems necessary.

D. Requests for Mutual Aid under this Amended Mutual Aid Agreement and Plan will be initiated only in the event of an Emergency Situation in which the demands for Law Enforcement Services on the Stricken Agency exceed the stand-alone physical and organizational capabilities of the Stricken Agency. Aiding Agencies will be released and returned to duty in their own Primary Law Enforcement Jurisdiction as soon as the Emergency Situation is resolved to the point which permits the Stricken Agency to satisfactorily handle it with its own resources or, as pursuant to subsection B above, when an Aiding Agency so decides.

E. All Law Enforcement Services performed under this Amended Mutual Aid Agreement and Plan...
shall be rendered without reimbursement of any party from the other(s). Requests for indemnification for unusual or burdensome costs incurred in the performance of Mutual Aid may be submitted by the Aiding Agency to the Stricken Agency. Indemnification of such costs shall be at the discretion of the corporate authorities of the Stricken Agency.

F. Each Participating Agency assumes the responsibility for members of its police force acting pursuant to this Amended Mutual Aid Agreement and Plan, both as to indemnification of said members of the Participating Agency’s police force as provided for by 65 ILCS 5/1-4-6 in the case of municipal Participating Agencies or 55 ILCS 5/5-1002 in the case of county Participating Agencies, or any other Statute of the State of Illinois or law or bylaw of the Participating Agencies, as the case may be, and as to personal benefits to said members of the Participating Agency’s police force, all to the same extent as they are protected, insured, indemnified and otherwise provided for by the Statutes of the State of Illinois or the laws or bylaws of the Participating Agencies when those members of the Primary Agency’s police force are acting solely within the Participating Agency’s Primary Law Enforcement Jurisdiction.

G. Defense and Indemnification of NIPAS.

1. Defense. In the event that NIPAS is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to other Participating Agencies, the Stricken Agency shall be responsible, at its sole cost, for the defense of NIPAS in such lawsuit, claim or action.

2. Indemnification. To the extent permitted by law, the indemnification of NIPAS from and against any liability, damage, cost, including plaintiff’s attorney’s fees, or expense assessed against NIPAS shall be shared equally between each Participating Agency named as a party to the lawsuit, claim or action.

H. Insurance Requirements. Each Participating Agency under the terms of this Amended Mutual Aid Agreement and Plan shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment and liability for its participation in providing Mutual Aid pursuant to this Amended Mutual Aid Agreement and Plan as follows:

1. Commercial General Liability (Including contractual liability coverage): $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.

2. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers’ Compensation and Employers’ Liability: Workers’ Compensation coverage with statutory limits and Employers’ Liability limits of $500,000 per accident.

4. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

I. The commanding officers of the Participating Agencies shall maintain a governing board, the NIPAS Board, and establish an operational plan for giving and receiving Mutual Aid under this Amended Mutual Aid Agreement and Plan. Said plan shall be reviewed, updated and tested at regular intervals.

J. Each Participating Agency agrees to pay dues or fees, as determined by the NIPAS Board in its sole and absolute discretion, in exchange for the Participating Agency’s participation in NIPAS. Payments of such dues or fees, if any, are due at the commencement of participation in NIPAS and thereafter upon request from the NIPAS Board.

K. The NIPAS Board, from time to time as it sees fit, may establish Specialized Teams within NIPAS dedicated to performing specialized sets of Law Enforcement Services for the sole benefit of those Participating Agencies who elect to participate in each Specialized Team and may set forth the scope of services or mission, participation criteria, rules and regulations, and additional fees or dues for each Specialized Team at its discretion (collectively, “Additional Requirements”). Participating Agencies may elect to participate in these Specialized Teams in accordance with the Additional Requirements for each Specialized Team, as set forth by the NIPAS Board. The specialized benefits and additional Mutual Aid offered by each Specialized Team shall be available only to those Participating Agencies which have elected to: (i) participate in that particular Specialized Team; and (ii) comply with the Additional Requirements of that particular Specialized Team, as set forth by the NIPAS Board. Approval and Execution of this Amended Mutual Aid Agreement and Plan by the undersigned law enforcement agency only grant the undersigned law enforcement agency participation in NIPAS as a whole and access to the Mutual Aid from other Participating Agencies in the event of an Emergency Situation, as those terms are defined in Section 2 and pursuant to the terms set forth in this Amended Mutual Aid Agreement and Plan, and do not grant or guarantee the undersigned law enforcement agency
participation in a Specialized Team or access to the specialized benefits and additional Mutual Aid offered by each Specialized Team.

Section 4
Termination

A. Any Participating Agency may withdraw from participation in NIPAS and this Amended Mutual Aid Agreement and Plan by notifying the NIPAS Board in writing ("Termination Notice"), on or before December 31 of any calendar year, whereupon the participation of the withdrawing Participating Agency will terminate effective as of May 1 of the calendar year following the calendar year in which the Termination Notice is received by the NIPAS Board.

B. Any participating agency that fails to meet its obligations in accordance with this Amended Mutual Aid Agreement and Plan or with the NIPAS Bylaws may have its participation in NIPAS terminated by a two-thirds vote of the NIPAS Board pursuant to Article III, Section 8 of the Amended NIPAS Bylaws.

C. Any Participating Agency found responsible for any behavior detrimental to law enforcement or whose continued participation would be detrimental to NIPAS, may have its participation in NIPAS suspended or terminated by a two-thirds vote of the NIPAS Board pursuant to Article III, Section 9 of the Amended NIPAS Bylaws. Before any Participating Agency may be suspended or terminated from participation in NIPAS, the Participating Agency will be notified and shall have an opportunity to appear before the NIPAS Board.

Section 5
Adoption and Effect of Adoption

A. If the undersigned law enforcement agency is an Original Participating Agency, this Amended Mutual Aid Agreement and Plan shall be in full force and in effect only upon the date of the last of the following events to occur ("Original Participating Agency Effective Date"):  

1. The passage and approval of an ordinance or resolution approving participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in the manner provided by law, by the corporate authorities of the undersigned Original Participating Agency ("Approval");

2. The execution of this Amended Mutual Aid Agreement and Plan by the head of the corporate authorities and the commanding officer of the undersigned Original Participating Agency ("Execution");

3. The Approval of participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.1 of this Amended Mutual Aid Agreement, by the corporate authorities of at least three-fourths of the Original Participating Agencies;

4. The Execution of this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.2 of this Amended Mutual Aid Agreement, by the heads of the corporate authorities and the commanding officers of at least three-fourths of the Original Participating Agencies; and

5. The adoption of the Amended NIPAS Bylaws, pursuant to Article XV, Section 1 of the NIPAS Bylaws, by a majority of the Original Participating Agencies present at the special meeting of the Original Participating Agencies called, pursuant to Article XI, Section 4 of the NIPAS Bylaws, at least 60 days after the last to occur of the two events listed in Section 5.A.3 and Section 5.A.4 of this Amended Mutual Aid Agreement and Plan.

If this Amended Mutual Aid Agreement and Plan is brought into full force and effect pursuant to this Section 5.A of this Amended Mutual Aid Agreement and Plan, then, as of the Original Participating Agency Effective Date: (i) the undersigned Original Participating Agency shall remain a Participating Agency in NIPAS and, if the undersigned Original Participating Agency has elected to participate in a Specialized Team or Specialized Teams, the participation of the undersigned Original Participating Agency in its respective Specialized Team or Specialized Teams shall continue; (ii) the Original Mutual Aid Agreement and Plan shall be terminated; (iii) this Amended Mutual Aid Agreement and Plan and the provisions contained herein shall supersede and control over the Original Mutual Aid Agreement and Plan and any provision contained therein; (iv) the NIPAS Bylaws shall no longer govern NIPAS; and (v) the Amended NIPAS Bylaws and the provisions contained therein shall govern NIPAS and supersede and control over the NIPAS Bylaws and any provision contained therein.

The participation in NIPAS, and in any Specialized Team, of any Original Participating Agency that fails to complete the Approval and Execution of this Amended Mutual Aid Agreement and Plan in accordance with this Section 5.A on or before the day before the Original Participating Agency Effective Date will be terminated as of the day after the Original Participating Agency Effective Date. Any Original Participating Agency who has its participation in NIPAS terminated may seek participation in NIPAS again at any time in accordance with the procedures set forth in Section 5.B of this Amended Mutual Aid Agreement and Plan.
B. If the undersigned law enforcement agency is not an Original Participating Agency, this Amended Mutual Aid Agreement and Plan shall be in full force and in effect with respect to the undersigned law enforcement agency upon the date of the last of the following events to occur ("New Participating Agency Effective Date"):

1. The Approval of participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.1 of this Amended Mutual Aid Agreement, by the corporate authorities of the undersigned law enforcement agency;

2. The Execution of this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.2 of this Amended Mutual Aid Agreement, by the head of the corporate authorities and the commanding officer of the undersigned law enforcement agency; and

3. The approval by the NIPAS Board of the undersigned law enforcement agency as a Participating Agency in NIPAS pursuant to Article III of the Amended NIPAS Bylaws.

If this Amended Mutual Aid Agreement and Plan is brought into full force and effect pursuant to this Section 5.B of this Amended Mutual Aid Agreement and Plan, then, as of the New Participating Agency Effective Date: (i) this Amended Mutual Aid Agreement and Plan and provisions contained herein and the Amended NIPAS Bylaws and provisions contained therein shall control the undersigned law enforcement agency's participation in NIPAS; and (ii) any previous agreement or bylaws related to NIPAS to which the undersigned law enforcement agency is a party shall be superseded by this Amended Mutual Aid Agreement and Plan and provisions contained herein and the Amended NIPAS Bylaws and provisions contained therein.

Section 6
General Provisions

A. Non-Waiver of Immunities. No Participating Agency to this Amended Mutual Aid Agreement and Plan while performing under the terms of this Amended Mutual Aid Agreement and Plan shall be deemed to waive any governmental immunity or defense to which the Participating Agency would otherwise be entitled under statute or common law.

B. Contractual Obligation. The obligations and responsibilities incurred by a Participating Agency under this Amended Mutual Aid Agreement and Plan shall remain continuing obligations and responsibilities of such party. Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a party may have executed.

C. Application of Law and Venue. This Amended Mutual Aid Agreement and Plan shall be governed by and construed under the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Amended Mutual Aid Agreement and Plan or the construction or interpretation of this Amended Mutual Aid Agreement and Plan shall be in a state court in the County of Cook, Illinois.

IN WITNESS WHEREOF, this Amended Mutual Aid Agreement has been duly executed by the following parties:

________________________________________
Name of Law Enforcement Agency

(seal)

________________________________________
Head of Corporate Authorities

________________________________________
Commanding Officer of Law Enforcement Agency

ATTEST:

________________________________________
Clerk

________________________________________
Date
Memorandum

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

From: Johanna Leonard, Community Development Director
       Paul Zalmezak, Economic Development Division Manager

Subject: Resolution 27-R-18, Termination of Lease at 2222 Oakton; and Issuance of a Request for Qualifications/Proposals for Reuse

Date: June 20, 2018

Recommended Action:
Staff seeks direction on the next steps for the City-owned property at 2222 Oakton Street, including issuance of a Request for Qualifications/Proposals. Staff recommends continuation of 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” to the next Administration & Public Works Committee meeting.

Update on Smylie Brothers Lease Termination:
Staff and Smylie Brothers continue to discuss the next steps on the potential lease termination. Staff will return to the next Administration & Public Works Committee meeting with updated terms and conditions for proposed lease termination with Smylie Brothers for 2222 Oakton Street.

Draft Request for Qualifications/Proposals:
Attached to this memorandum is a draft Request for Qualifications/Proposals (RFQ/P) for next steps with the 2222 Oakton Street property. As discussed at the May 29, 2018 Administration & Public Works Committee meeting, the RFP offers the property for sale or for lease and includes a two-step process seeking qualifications and then a proposal for the use property from parties determined to be qualified operators/developers of the property. Staff seeks direction on this draft document and will return to the next Administration & Public Works Committee meeting with a final draft and resolution for consideration to authorize the City Manager to issue the said document.
The timeline presented in the attached RFQ/P is included in this memorandum and reflects a two-step process:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Time Constraints</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFQ/P to Public</td>
<td>Within 30-45 days of City Council direction</td>
<td>Mid-July 2018</td>
</tr>
<tr>
<td>Tours/Questions re: Property</td>
<td>Within 2 weeks of RFQ/P Issuance</td>
<td>Late July 2018</td>
</tr>
<tr>
<td>Responses due to the City</td>
<td>45-60 days following RFQ/P Issuance</td>
<td>Mid-August 2018</td>
</tr>
<tr>
<td>Staff Review of Submissions</td>
<td>Within 2-3 weeks of submission due date</td>
<td>Late August 2018</td>
</tr>
<tr>
<td>Economic Development Committee Review of Submissions</td>
<td>Within 30-45 days of submission due date (following staff review)</td>
<td>September 26, 2018</td>
</tr>
<tr>
<td>City Council Review/Consideration of Approval of Qualified Individuals/Determination of Next Steps</td>
<td>Within 2 weeks of EDC meeting</td>
<td>Monday, November 5, 2018</td>
</tr>
<tr>
<td>Qualified parties submit proposals for property</td>
<td>Due within 60 days of City Council Approval of Qualified Parties</td>
<td>Tuesday, January 8, 2019</td>
</tr>
<tr>
<td>Staff Review of Submissions</td>
<td>Within 2-3 weeks of submission due date</td>
<td>Tuesday, January 22, 2019</td>
</tr>
<tr>
<td>City Council Review/Consideration of Potential Tenant/Owner for Site</td>
<td>Within 2-3 weeks of staff review</td>
<td>Monday, February 11, 2019</td>
</tr>
<tr>
<td>Negotiate/Execute Lease or Sale</td>
<td>Within 60-90 days of City Council direction</td>
<td>March/April 2019</td>
</tr>
</tbody>
</table>

**Attachments:**
- Resolution 27-R-18 with Transmittal Memorandum from May 14, 2018 meeting
- Draft RFQ/P for 2222 Oakton Street
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:

<table>
<thead>
<tr>
<th>Entity</th>
<th>Proposed Use</th>
<th>Purchase / Lease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peckish Pig</td>
<td>Event Space / Restaurant</td>
<td>Lease</td>
</tr>
<tr>
<td>Active Applications, LLC</td>
<td>Co-working Fitness Center</td>
<td>Lease</td>
</tr>
<tr>
<td>Clark Street / First Ascent Climbing &amp; Fitness</td>
<td>Rock climbing terrain, yoga classes, and fitness equipment</td>
<td>Purchase</td>
</tr>
</tbody>
</table>
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
27-R-18

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
EXHIBIT 1
Lease Agreement
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 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.

(ii) 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.

(iii) 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 occupancy to the date when all the damage has been repaired.

(b) Repair to Leasehold Improvements. Landlord must have no obligation to repair damage to or to replace any leasehold improvements, Tenant’s personal property or any other property located in the Premises, and Tenant must within 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
business in the state in which the Premises is located which must insure against liability for injury to and/or death of and/or damage to personal property of any person or persons, with policy limits of not less than $2,000,000.00 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. Landlord’s policy must name Tenant as an additional insured. Subject to the terms of Paragraph 9(a), Landlord must maintain casualty insurance covering the entire Premises and any alterations, improvements, additions or changes made by Landlord thereto in an amount not less than their full replacement cost from time to time during the Term, providing protection against any peril included within the classification of “all risks”.

(b) Each of the parties hereto agrees to maintain and keep in force, during the Term hereof, all Workers’ Compensation and Employers’ Liability Insurance required under applicable Workers’ Compensation Acts.

c) Within thirty (30) days after written request, each of the parties agrees to deliver to the other a certificate of insurance as evidence that the policies of insurance required by this Section 10 have been issued and are in effect.

d) Waiver of Subrogation. Neither Landlord nor Tenant must be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income for property or general liability losses, even though such loss or damage might have been occasioned by the acts or omissions of such party, its agents, contractors or employees. Landlord or Tenant must look exclusively to the proceeds of insurance carried by it or for its benefit in the event of any damage or destruction to its property located on the Premises. Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby release and waive any and all rights of recovery, claim, action or cause of action, against the other, or its respective directors, shareholders, officers, agents, invitees and employees, for any loss or damage that may occur to the property or the equipment, fixtures and improvements comprising any part of the Premises, by reason of fire, the elements, or any other cause which could be insured against under the terms of an “all risk” fire insurance policy, in the state where the Premises is located, regardless of cause or origin, including negligence of the parties hereto, their agents, officers, invitees and employees. Subject to the provisions of the Lease, no insurer of a party hereunder must ever hold or be entitled to any claim, demand or cause of action against Tenant by virtue of a claim of loss paid under any such insurance policies, whether such insurer’s claim be in the nature of subrogation or otherwise. The waivers provided pursuant to this paragraph must not operate to the extent that they would void coverage under the provisions of any policy of insurance.

11. INDEMNIFICATION

(a) Indemnification of Landlord. Except as otherwise provided in this Lease, and except to the extent caused by the 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.

(e) The term “Hazardous Substance” includes, without limitation, any material or substance
(regardless of whether discarded, recyclable or recoverable) to which liability or standards of conduct
are imposed pursuant to Environmental Laws, including, but not limited to (i) any defined,
characteristic or listed “hazardous waste”, “extremely hazardous waste”, “restrictive hazardous
waste”, “hazardous substance”, “hazardous material”, “regulated substance”, “pollutant”,
“contaminant” or waste, (ii) petroleum (including crude oil or any fraction thereof, natural gas,
liquefied natural gas, synthetic gas or mixtures of natural gas and synthetic gas), (iii) asbestos and any
asbestos containing materials, (iv) substances known to cause cancer and/or reproductive toxicity,
(v) polychlorinated biphenyls (PCBs) and (vi) radioactive material. The term “Environmental Law”
means any federal, state or local law, statute, ordinance, rule, regulation, order, consent, decree,
judgment or common-law doctrine, interpretation thereof, and provisions and conditions of permits,
licenses, plans, approvals and other operating authorizations whether currently in force or hereafter
enacted relating to health, industrial hygiene or the environmental conditions on, under or about the
Premises or the Property, as such laws are amended and the regulations and administrative codes
applicable thereto, including, by way of example and without limitation, the following: the Illinois
Environmental Protection Act; Comprehensive Environmental Response, Compensation and
Liability Act (“CERCLA”); the Resource Conservation and Recovery Act (“RCRA”); the Clean Air
Act; the Clean Water Act; the Safe Water Drinking Act (“SDWA”); the Toxic Substances Control
Act; and all state and local counterparts thereto; and any common or civil law obligations including,
without limitation, nuisance or trespass. It is the intent of the parties hereto to construe the terms
“Hazardous Substance” and “Environmental Law” in their broadest sense.

28. GENERAL CONDITIONS

(a) Time is of the essence of this Lease. Any deadlines in this Lease which cannot be met
because of delays caused by governmental regulations, inability to procure labor or materials,
strikes, acts of God, or other causes (other than financial), beyond the control of Landlord or
Tenant (“Force Majeure”) must be extended by the amount of time caused by such delays;
provided, however, the payment of rent must not be excused. Notwithstanding anything herein to
the contrary, the failure by Landlord to construct the Premises according to building code and/or
to receive timely inspections by the necessary authorities due solely to the negligence, misconduct
or financial inability of Landlord or Landlord's contractors, employees or representatives must not
constitute Force Majeure. In order for Landlord to claim the occurrence of Force Majeure,
Landlord must have notified Tenant in writing of such occurrence within twenty (20) business
days after the initial occurrence.

(b) No waiver of any breach of the covenants, agreements, obligations and conditions of this
Lease to be kept or performed by either party hereto must be construed to be a waiver of any
succeeding breach of the same or any other covenant, agreement, obligation, condition or provision
hereof.

(c) Tenant must not be responsible for the payment of any commissions in relation to the leasing
transaction represented by this Lease. Landlord and Tenant each covenant that they have not dealt
with any real estate broker or finder with respect to this Lease (herein collectively “Brokers”). Each
party must hold the other party harmless from all damages, claims, liabilities or expenses, including reasonable and actual attorneys' fees (through all levels of proceedings), resulting from any claims that may be asserted against the other party by any real estate broker or finder with whom the indemnifying party either has or is purported to have dealt, except for the Brokers.

(d) The use herein of any gender or number must not be deemed to make inapplicable the provision should the gender or number be inappropriate to the party referenced. All section headings, titles or captions contained in this Lease are for convenience only and must not be deemed part of this Lease and must not in any way limit or amplify the terms and provisions of this Lease.

(e) Landlord and Tenant have negotiated this Lease, have had the opportunity to be advised respecting the provisions contained herein and have had the right to approve each and every provision hereof; therefore, this Lease must not be construed against either Landlord or Tenant as a result of the preparation of this Lease by or on behalf of either party.

(f) If any clause, sentence or other portion of this Lease must become invalid or unenforceable, the remaining portions thereof must remain in full force and effect.

(g) Wherever in this Lease Landlord or Tenant is required to give consent, such consent must not be unreasonably withheld, conditioned or delayed except to the extent otherwise expressly provided herein.

(h) If the time for performance of any obligation or taking any action under this Lease expires on a Saturday, Sunday or legal holiday, the time for such performance or taking such action must be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. If the day on which rent or any other payment due hereunder is payable falls on a Saturday, Sunday or on a legal holiday, it must be payable on the next succeeding day which is not a Saturday, Sunday or legal holiday.

(i) 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 the 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 Bobiewicz
Title: City Manager

Tenant:

SMYLIE 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
EXHIBIT C

INTERIOR SITE PLAN
EXHIBIT D

SITE PLAN
Request for Qualifications

Redevelopment and Reuse of 2222 Oakton St.

Issued by: the City of Evanston

Issuance Date: Friday, July 9, 2018

Deadline for Responses: Friday, August 10, 2018

Additional information will be available on the City’s website at: cityofevanston.org/2222oakton
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  • Map of Proposed James Park North Parking Lot
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  • Existing Water Infrastructure
  • Stormwater Control Ordinance
  • Smylie Lease Agreement
Introduction and City Objectives

The City of Evanston (“the City”) is seeking submissions from qualified developers for the reutilization of a City-owned property located at 2222 Oakton Street. The site is comprised of a 13,000 square foot building that previously housed Evanston's Recycling Center and now currently serves as storage for City equipment. The property is slightly less than one acre (39,000 square feet). It is the City’s intention to see it leased or sold for redevelopment use compatible with zoning for the property.

The City is engaging in a two-step process to accomplish this goal

Step I
Identification of operators, developers, and teams which are capable of undertaking a redevelopment of this scope and scale. Submissions from individuals or teams will be reviewed by the City’s Community Development Department, Public Works Agency, City Manager’s Office, the Economic Development Committee, and the City Council. From this review, a list of qualified individuals or teams will be developed. Information on selection criteria is further detailed later in this document. This document addresses the first step of this process. No specific development proposal or plan for use is required to be submitted at this time.

Step II
The qualified individuals or teams selected in the first step of the process will be asked to provide a proposal for how they seek to utilize the site. The City’s Community Development Department, Public Works Agency, City Manager’s Office, the Economic Development Committee, and the City Council will review the proposals and rank each proposal. From that point, the City will initiate negotiations with the first ranked individual or team to draft a public/private partnership agreement. In the event that the first ranked individual/team is unable to complete a public/private partnership agreement, the City will move to the second ranked proposal.

During the review, the City is taking into consideration past development success, experience in working with municipalities of similar scale as Evanston, financial strength of development teams, quality of previous development projects, and demonstrated economic benefit to cities where projects were previously located.

During the proposal stage of this process, developers will be asked to provide a proposal for how they would propose to redevelop the property. The proposal guidelines issued to those qualified to participate in this stage will seek site plans of the proposed redevelopment, renderings of the proposed concept, letters of commitment from proposed tenants or end-user of the property, and proposed structure for seeking to purchase or lease from the City, as well as any additional assistance required to complete the project.

The timeline on the following page summarizes the stages and steps anticipated for this project. The timeline is subject to change based on the City calendar, obtaining quorum for meetings, and other factors not currently anticipated at the time of issuance of this document.
## Request for Qualifications/Request for Proposals Timeline

<table>
<thead>
<tr>
<th>Event/Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Solicitation Documents</td>
<td>Monday, July 9, 2018</td>
</tr>
<tr>
<td>Deadline to Submit Questions to the City</td>
<td>Friday, July 13, 2018</td>
</tr>
<tr>
<td>City’s Response to Questions (posted at cityofevanston.org/22220akton)</td>
<td>Friday, July 20, 2018</td>
</tr>
<tr>
<td><strong>Responses to Solicitation Due</strong></td>
<td><strong>Friday, August 10, 2018</strong></td>
</tr>
<tr>
<td>Evaluation by City Staff</td>
<td>August 27, 2018</td>
</tr>
<tr>
<td>Economic Development Committee Review of RFQ Responses</td>
<td>September 26, 2018</td>
</tr>
<tr>
<td>City Council Review of RFQ Responses and Finalization of Short List</td>
<td>November 5, 2018</td>
</tr>
<tr>
<td>Finalization of Process for Proposal Stage</td>
<td>November 15, 2018</td>
</tr>
<tr>
<td>Formal Proposals Due from Short-Listed Developers</td>
<td>January 8, 2019</td>
</tr>
<tr>
<td>Evaluation by City Staff</td>
<td>January 2019</td>
</tr>
<tr>
<td>Economic Development Committee Review of RFP Responses/Public Presentation of Proposals by Short-Listed Developers</td>
<td>January 2019</td>
</tr>
<tr>
<td>City Council Review of RFP Responses</td>
<td>February 2019</td>
</tr>
<tr>
<td>Selection of Development Team</td>
<td>March/April 2019</td>
</tr>
</tbody>
</table>

Dates listed are tentative. If Evanston’s City Council decides upon a different timeline, an updated document will be produced.
The City is seeking qualified individual/operator or team to utilize the property at 2222 Oakton to bring destination-oriented use to Evanston’s Oakton corridor. Evanston has a wide range of dining, fitness and entertainment options, and is home to many unique destinations. The City’s goal for this property is to be utilized for its highest and best uses that will offer amenity options for visitors and residents of Evanston that include families, baby boomers, and college-aged students alike.

Although the first stage seeks to capture and review only the qualifications of operators and development teams, the second stage in this two-step process seeks to review proposals.

The following sections outline important information for review and consideration of the site and two-step process:

**Site Location and Context**

The site is located along the south side of Oakton Street, just east of McCormick Boulevard. It includes 265 linear feet of frontage along Oakton Street. Immediately to the south of the property are shared garden plots currently rented by Evanston residents and James Park (municipal park where soccer and baseball is played), to the west of the site is the City’s Animal Shelter, to the east of the site is additional park space for James Park. A proposal has been/will be issued to reconstruct the James Park North Parking Lot. (Exhibit #2). The parking lot that will be constructed could potentially include 53 parking spaces, including 3 ADA parking spaces. Plan drawings and project updates will be available on the City website: cityofevanston.org/government/departments/public-works/james-park/james-park-north-lot. Across Oakton Street is a shopping center that includes a Home Depot, an Aldi, Steak & Shake, and a PetSmart. Quad Indoor Sports dome is to the west of the site at 2454 Oakton Street.

On a daily basis, visits to James Park from April to November range between 1,000 and 1,500 individuals. This number grows to over 2,000 individuals on the weekend. Outside of the peak season, there are approximately 100 to 200 individuals who visit the park on a daily basis. During the summer, the City also convenes concerts in James Park that draw several hundred people.

A map of the property’s context within a two-block radius and the region is provided as an attachment in the appendix.

**Building Details**

The structure on the site was constructed in 1991 and is approximately 13,500 square feet in size. The property was originally designed for purposes of collecting and processing municipal recycling from 1991 to 2010. The building is constructed of steel and brick. The building is divided into two areas: a small office area and a larger open area that was used for processing and collection of recycling.
Demographic Profile of Site

The site is located at the southwestern end of Evanston in a densely populated part of the municipality. The Demographic section of this document provides additional information on households and daytime population within a mile radius of the site. Several major employers are within a short distance of this property. These include multiple schools associated with Evanston's School District 65, including Dawes Elementary School located at 440 Dodge Avenue, Chute Middle School located at 1400 Oakton Street, and Oakton Elementary School located at 436 Ridge Avenue. Additionally, Presence Health's Saint Francis Hospital is approximately one mile from the property.

Zoning and Building Code

The zoning for the property is currently I2 (Industrial). The attached table indicates allowable uses for this proposed zoning. Following the selection of the appropriate operator or development team, the City will work with the selected operator/team to determine if I2 is still an appropriate zoning category or if changes need to be made. The appendix includes additional information on the current future zoning classification of the property as well as commercial zoning classifications.

The City has adopted the 2012 International Building Code with additions, deletions, and exceptions, and other amendments as set forth in Title 4 of the City Code. More information on the adopted building codes can be found by visiting cityofevanston.org/business/building-inspection-services.

Transportation

According to the Illinois Department of Transportation, on a daily basis 18,100 cars pass the site. McCormick Boulevard is approximately 0.3 miles from the site and is the next major intersection near the site. This corridor is served by 26,700 vehicles on a daily basis.

Additionally, street parking is plentiful along this corridor. Oakton Street currently offers unrestricted parking on both sides of the street from Dodge Avenue to Pitner Avenue. The property also is served by two driveways. One driveway is adjacent to a traffic signal. Parking is available on the site and can accommodate 40–50 vehicles.

The site is served by the Chicago Transit Authority’s Route 97 (Skokie) along Oakton Street. This bus route connects the route along Howard Street and Oakton Street between the Howard Purple/Red/Yellow line station and the Dempster Yellow Line station in Skokie. Along Dodge Avenue is Route 93 (California/Dodge). This route runs between Downtown Evanston’s Davis Purple Line stop and the Brown Line’s Kimball Stop in Chicago. The primary corridor of access for this bus is Dodge Avenue in Evanston, which turns into California Avenue in Chicago (south of Howard Street). The closest Pace route is 206, which serves Oakton east of Dodge Avenue and travels north along Dodge Avenue. That stop is 0.3 miles from the site.

Municipal Services

The property is served by ComEd, Nicor, and City sewer and water service. The property is served by a six-inch D.I.P. water service pipe. A copy of a map of the sewer and water service to the property is included in the appendices of this document. The City requires certain new developments and redevelopments to retain stormwater on the property, either through storage or through green infrastructure and then infiltrate it back into the ground or limit the rate of release into the sewer system. A copy of the City’s Storm Water Control Ordinance is attached to this document in the appendices.
Taxes
The property is currently under the ownership of the City and is exempt from paying taxes. After the property is leased or sold then the new user will assume responsibility for the payment of taxes on the property.

Environmental Testing
The City has not completed any environmental or soil testing for the site.

Demographic Profile of Evanston and Surrounding Area
Located in the southwestern end of Evanston, 2222 Oakton Street is in a densely populated area of Evanston. In 2018, the Census reported a population of 293,139 within a 3-mile radius of the site. The average household income is approximately $85,356. The median home value for this area is approximately $317,812. Over one third (36.92%) of the households within a 5-mile radius are between the ages of 25–49. The median age is 38.30.

Selection Criteria for Qualifications Stage
All completed submissions seeking to be considered for the qualifications stage of the process will be reviewed. Staff from the City's Community Development Department, Public Works Agency, and City Manager's Office will review all proposals and award points to each proposal. Copies of the submissions will also be sent to all members of the Economic Development Committee (members are City Council members, one is a liaison from the Plan Commission, one is a liaison from the Zoning Board of Appeals, and two members are appointed by the Mayor to serve on the Committee). Members of the Economic Development Committee will also be asked to score all the submissions and provide scores prior to the Economic Development Committee meeting that the RFQ will be discussed.

At that meeting, all scores (staff scores and Committee member scores) will be shared and discussed. From that discussion and meeting, the Committee will determine which will be recommended to City Council for participation in the proposal stage of this process. Operators and development teams that have submitted their qualifications are not required to attend this meeting, but are welcome to attend.

The following format is required for all submissions

I. Qualifications Summary
   Statement summarizing the operator or development team's qualifications for completing a project as outlined in this document and interest.

II. Operator/Development Team Overview
   This section should include all parties that will participate on this project (owner/operator, architect, engineers, construction management team, any other design/construction professionals). Information for each party involved should include:
   a. Resumes of all principals involved from each firm or organization for all components of the project
   b. Background on each firm involved in the project
   c. Name of operator/development team entity that is interested in undertaking this project (include all names of principals, managing partners, etc.).
III. Representative Projects and/or Experience
This section should include all projects that principals of the development team or operator have completed within the past 10 years. Projects should include information on location, physical characteristics of the project, and the current condition of the project (open, closed, under new management, etc.). Any other pertinent information on this project should be included to illustrate the operator or development team’s ability to undertake large scale projects that operate successfully after opening.

IV. Current Projects
This section should include all projects the operator or development team contemplates participating in between 2019 and 2023. Information on the size and scope of these projects should be included. It should also include all projects the operator or development team is currently responsible for managing and operating on a day-to-day basis. If the operator or development team currently is responsible for operation and day-to-day management of entertainment or restaurants, information should be provided on how the project at 2222 Oakton Street would be balanced with other responsibilities.

V. Financial Information
Information documenting the operator or development team’s ability to participate financially in this project is a key component of the evaluation. At this stage, the following information is requested:
   a. Sources of financing and preliminary evidence of interest from financial institutions or partners. Evidence can include letters to the operator or development team indicating interest in financial participation on future projects.
   b. Information about pending litigation or other disputes associated with the operator and development team.

VI. References
A minimum of four references for similar projects is required. References should include contacts for current City staff that are familiar with work completed

VII. Point of Contact for Project
Clearly identify the person who should receive correspondence from the City regarding this project.

The following page highlights criteria and potential total points awarded for submissions to the qualification stage.
## Request for Qualification Stage Scorecard

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Points Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Submission</td>
<td>Submission was complete and included all information requested and shows understanding of the City’s desired goals for the property.</td>
<td>15</td>
</tr>
<tr>
<td>Experience in Similar Communities</td>
<td>Operator or development team has good references from similar municipalities in which it has completed work.</td>
<td>10</td>
</tr>
<tr>
<td>Capacity of operator or team to complete the project</td>
<td>Operator or proposed development team has completed similar projects on size and scope of that contemplated at this location. The resumes of principals involved demonstrate experience working on similar projects. Current work load will not interfere with ability to complete this project.</td>
<td>15</td>
</tr>
<tr>
<td>Demonstrated financial capacity to complete the project</td>
<td>Operator or development team demonstrated that they have the financial capacity to develop and operate a development on the scale of the one contemplated for this project.</td>
<td>20</td>
</tr>
<tr>
<td>Portfolio of Work</td>
<td>Operator or development team completed projects that have similar uses and tenants that represent high-quality uses and projects.</td>
<td>20</td>
</tr>
<tr>
<td>Environmental practices and demonstration of sustainability commitment</td>
<td>Operator or development team is able to highlight components of projects or experience that demonstrate a commitment to environmental sustainability.</td>
<td>10</td>
</tr>
<tr>
<td>Resumes and Experience of Firm Principals</td>
<td>Operator or team has a reputable team of professionals under leadership.</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
Submission and Additional Procedures

In order for all respondents to have the opportunity to understand and visit the site, the City will offer tours to parties interested in visiting the site and also offer a period for questions, comments, and answers.

Site Visits
One site visit will be offered on Thursday, July 12, 2018 from 10:00 a.m. to 11:00 p.m. Representatives from interested operators and development teams are encouraged to attend. Participation in a site visit is not a requirement to respond to this solicitation.

Questions/Comments & Answers
All questions regarding the property and this solicitation must be submitted to the City no later than July 13, 2018 at 5:00 p.m. All questions received and answers will be published on the City’s website at: cityofevanston.org/2222oakton. Responses to questions will be published on this page no later than July 20, 2018.
All updates regarding this project will be communicated through this website as well. The page should be regularly checked to ensure that information is not missed.

Submission Procedure
Submissions (both hard copy and electronic) must be received no later than 5:00 p.m. on August 10, 2018 in the following manner:
• Submit two copies of the response to the Request for Qualifications for 2222 Oakton Street to the City of Evanston’s City Manager’s Office at the following address:
  City Manager’s Office
  ATTN: 2222 Oakton Street Responses
  2100 Ridge Avenue
  Evanston, IL 60201
In-person submission, mail, courier, and all other delivery services are acceptable.
• Email one PDF copy to Jim Hurley, Community Development Management Analyst, at jhurley@cityofevanston.org.
A confirmation email will be provided indicating your submission was received and within the deadline.
The City of Evanston reserves its right to reject any or all submittals when, in its opinion, it is determined that it is in the City’s best interest; to waive minor irregularities and informalities of the submittal; or to cancel, revise, or extend this solicitation. This Request for Qualifications does not obligate the City of Evanston to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be provided under this Request for Qualifications.
Proposal Stage

No specific development proposal or plan for use is required to be submitted at this time. A formal proposal will be required only of selected operators or development teams. During that stage, selected operators or development teams will be asked to develop a proposal that is detailed to illustrate and communicate the operator or development team’s concept. The presentation will be required to include the following:

- Conceptual Site Plan
- Renderings and elevation studies
- Development budget for project and financial structure for development
- Preliminary Schedule for project completion
- Management plan
- Indication to purchase or lease property from City of Evanston
- Any requested assistance from the City to complete project

Additional information may be required at the City’s discretion. An additional Proposal Scorecard will be released for the second stage of the solicitation following the successful completion of the first stage of this solicitation.

Additional Documents for Review

- Pictures of Property at 2222 Oakton Street
- Map of Proposed James Park North Parking Lot
- Map of Property and Surrounding Area
- Plat of Survey and First Floor Plan of Property
- Zoning Classifications
- Existing Water Infrastructure
- Stormwater Control Ordinance
- Smylie Lease Agreement
1. Work shall be staged such that parking and access to the animal shelter are maintained throughout the duration of construction. At least one dog run, either existing or proposed, shall be available for use by the animal shelter at all times.

2. All work and operations shall comply with all applicable federal, state, and local codes and ordinances.

3. Layout of all new paving and curbing shall be smooth and continuous. Kinky alignment or abrupt changes will not be accepted.

4. The contractor shall at all times keep the premises on which the work is being done clear of rubbish and debris.

5. Do not interfere with use of adjacent buildings, parking lots, streets, or alleys.

6. Seed and hydromulch all lawn areas disturbed by construction.

7. All parking lot dimensions shown are from the face of curb.

8. Proposed chain link fence (typ).

9. Property line (typ)

10. Match existing asphalt path

11. Proposed concrete sidewalk (typ)

12. Proposed concrete curb and gutter

13. Proposed Type B6.12 concrete curb and gutter

14. Proposed asphalt pavement (typ)

15. Match existing asphalt path

16. Proposed pay station (typ)

17. Proposed dog run

18. Proposed dog run

19. Proposed chain link fence (typ)

20. Relocated wood shed

21. Proposed asphalt pavement (typ)

22. Match existing asphalt path

23. Proposed concrete sidewalk (typ)

24. Proposed concrete curb and gutter

25. Proposed Type B6.12 concrete curb and gutter

26. Proposed asphalt pavement (typ)
PLAT of SURVEY

Local Description:
LOT 1 IN BLOCK 4, JORGSON'S SUBDIVISION OF THE EAST 500 FT. OF THE WEST 500 FT. OF THE SOUTH 500 FT. OF THE NORTH 500 FT. OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 49, RANGE 13, EAST OF THE THIRTEENTH PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: Evanston Recycling Center; 2222 Oakton Street, Evanston, Illinois.

B.H. SUHR & COMPANY, INC.

[Diagram and text provided by B.H. SUHR & COMPANY, INC.]

474 of 632
I1–I3*

Industrial Districts
(Zoning Ordinance §6-14-1; 6-14-2; 6-14-3; 6-14-4) updated January 19, 2017

*See Title 6, Chapter 14 of the Evanston Code of Ordinances for more information, definitions, additional requirements and exceptions to these regulations. A Zoning Analysis is strongly recommended for major projects prior to submitting an application for building permits.

PURPOSE STATEMENTS

I1 Industrial District
To provide an environment for business, office, and general light industrial uses, while minimizing the impact of such activities on adjacent residential neighborhoods through good site planning and design, including landscaped buffer yards.

To accommodate warehousing, office, light fabrication, assembly, storage activities, and combinations thereof, as well as commercial uses related to industrial and office uses.

A primary goal of the I1 district is to provide for expansion of incubator businesses originating in the research park district.

I2 Industrial District
To provide sites for light manufacturing and light industrial uses under controls that minimize any adverse effects on property in nearby residential, business, and commercial districts.

I3 Industrial District
To provide sites for manufacturing and industrial uses under controls that minimize adverse effects on property in nearby residential, business, and commercial districts.

MINIMUM LOT SIZES

<table>
<thead>
<tr>
<th></th>
<th>I1</th>
<th>I2</th>
<th>I3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Feet</td>
<td>20,000</td>
<td>No requirement</td>
<td>No requirement</td>
</tr>
</tbody>
</table>

MINIMUM LOT WIDTHS

<table>
<thead>
<tr>
<th></th>
<th>I1</th>
<th>I2</th>
<th>I3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feet</td>
<td>100</td>
<td>No requirement</td>
<td>No requirement</td>
</tr>
</tbody>
</table>

MAXIMUM BUILDING HEIGHTS
Maximum building height is the lesser of feet or stories indicated in the table below:

<table>
<thead>
<tr>
<th></th>
<th>I1</th>
<th>I2</th>
<th>I3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feet</td>
<td>45</td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>Stories</td>
<td>3</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

PERMITTED AND SPECIAL USES

<table>
<thead>
<tr>
<th>Permitted and Special Uses</th>
<th>I1</th>
<th>I2</th>
<th>I3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aquaponics</td>
<td>S</td>
<td>S</td>
<td>S</td>
</tr>
<tr>
<td>Automobile and recreational vehicle sales</td>
<td>P</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automobile body repair establishment</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Automobile repair service establishment</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Automobile service station</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Automobile storage lot</td>
<td>S</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Business or vocational school</td>
<td>S</td>
<td>S</td>
<td>S</td>
</tr>
<tr>
<td>Car wash</td>
<td>S</td>
<td>S</td>
<td>S</td>
</tr>
<tr>
<td>Commercial indoor recreation</td>
<td>S</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial parking garage</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Commercial parking lot</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Craft brewery</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Daycare center-domestic animal</td>
<td>S</td>
<td>S</td>
<td>S</td>
</tr>
<tr>
<td>Firearm range&lt;sup&gt;5&lt;/sup&gt;</td>
<td>S</td>
<td>S</td>
<td>S</td>
</tr>
<tr>
<td>Funeral services w/o cremation</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Government institutions</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Heavy cargo and freight terminal</td>
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<td>S</td>
<td>S</td>
</tr>
<tr>
<td>Heavy manufacturing</td>
<td>S</td>
<td>S</td>
<td>P</td>
</tr>
<tr>
<td>Industrial service establishment</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Kennel</td>
<td>S</td>
<td>S</td>
<td>S</td>
</tr>
<tr>
<td>Light manufacturing</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Media broadcasting towers</td>
<td>S</td>
<td>S</td>
<td>S</td>
</tr>
<tr>
<td>Neighborhood garden</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Office</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Open sales lot</td>
<td>S</td>
<td>S</td>
<td>S</td>
</tr>
<tr>
<td>Outdoor storage</td>
<td>S&lt;sup&gt;4&lt;/sup&gt;</td>
<td>S&lt;sup&gt;4&lt;/sup&gt;</td>
<td>P</td>
</tr>
<tr>
<td>Pharmaceutical manufacturing</td>
<td>S</td>
<td>S</td>
<td>P</td>
</tr>
<tr>
<td>Planned development&lt;sup&gt;6&lt;/sup&gt;</td>
<td>S</td>
<td>S</td>
<td>S</td>
</tr>
<tr>
<td>Public transportation center</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Public utility</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Ready mix/concrete</td>
<td>P</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### FLOOR AREA RATIO

<table>
<thead>
<tr>
<th></th>
<th>I1</th>
<th>I2</th>
<th>I3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum FAR</td>
<td>0.75</td>
<td>1.0</td>
<td></td>
</tr>
</tbody>
</table>

### OUTDOOR STORAGE

Outdoor storage shall be permitted as an accessory use in all the industrial districts subject to the following conditions:

- **I1**: In the rear yard without limitation and in the interior side yard provided the area devoted to the storage shall not exceed 30%.
- **I2**: In the rear yard without limitation and in the interior side yard provided the area devoted to the storage shall not exceed 30%.
- **I3**: In any yard without limitation.

All outdoor storage areas whether accessory or principle shall be enclosed on all sides by an 8-foot tall solid fence and shall be subject to design and project review.

---

1. Nonresidential land uses abutting or across a street or alley from residential districts shall provide a minimum transitional yard equal to 10% of the average width of the lot (up to max. of 50 feet) or 20 feet, whichever is greater. Such transitional buffer yards shall extend the entire length of the abutting residential zoning district.
2. Nonresidential land uses abutting or across a street or alley from residential districts shall provide a minimum transitional yard equal to 10% of the average width of the lot (up to max. of 30 feet) or 20 feet, whichever is greater. Such transitional buffer yards shall extend the entire length of the abutting residential zoning district.
3. Permitted with appropriate landscaping, as determined by the Design and Project Review Committee.
4. When covering more than 30% of an interior side yard or as a principle use.
5. Located more than 350 feet from any R1, R2, R3 district, or more than 350 feet from any school, child daycare facility, or public park in any zoning district measured from lot line to lot line.
6. Subject to the requirements of sections 6-14-1-10 and 6-3-6 of the ordinance.
C1-C2*

Commercial Districts
(Zoning Ordinance §6-10-2; 6-10-3; 6-10-4) updated January 27, 2017

*See Title 6, Chapter 10 of the Evanston Code of Ordinances for more information, definitions, additional requirements and exceptions to these regulations. A Zoning Analysis is strongly recommended for major projects prior to submitting an application for building permits.

PURPOSE STATEMENTS

C1 Commercial District
Provide appropriate locations for contemporary shopping developments. Uses such as commercial strips and shopping centers, characterized by large parking areas and multiple tenants are encouraged. The C1 district will allow front yard parking, but only with appropriate boundary landscaping.

C1a Commercial Mixed Use District
Provide locations for the development of mixed use buildings consisting of retail oriented and offices uses on the ground level and office uses and/or residential buildings located above, as well as multi-family residential. Higher floor area ratios and building heights are permitted in the C1a district to encourage this type of development.

C2 Commercial District
Provide suitable locations for general business and commercial activities including automobile/recreational vehicle sales and services and other similar establishments that, due to their inherent nature, may create substantial negative impacts when located close to residential areas.

PERMITTED AND SPECIAL USES

<table>
<thead>
<tr>
<th></th>
<th>C1</th>
<th>C1a</th>
<th>C2</th>
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<tbody>
<tr>
<td>Animal Hospital</td>
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<td>S</td>
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<tr>
<td>Aquaponics</td>
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<td>S</td>
<td>S</td>
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<tr>
<td>Assisted living facility</td>
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<td></td>
<td>S</td>
</tr>
<tr>
<td>Automobile body repair establishment</td>
<td></td>
<td></td>
<td>S</td>
</tr>
<tr>
<td>Automobile and recreational vehicle sales</td>
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<td>P</td>
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<tr>
<td>Automobile repair service establishment</td>
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<td>Automobile service station</td>
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<tr>
<td>Banquet hall</td>
<td>S</td>
<td>S</td>
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</tr>
<tr>
<td>Business or vacation school</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Car wash</td>
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<tr>
<td>Caterer</td>
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<tr>
<td>Commercial indoor recreation</td>
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<tr>
<td>Commercial outdoor recreation</td>
<td>S</td>
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<td>Commercial parking garage</td>
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<tr>
<td>Commercial parking lot</td>
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### MINIMUM LOT SIZES

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<th></th>
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<tr>
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<tr>
<td>Nonresidential</td>
<td>No requirement</td>
<td></td>
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#### MINIMUM LOT WIDTHS

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<thead>
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<th>C1</th>
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<tr>
<td>Uses within shopping center</td>
<td>100 ft</td>
<td>150 ft</td>
<td>No requirement</td>
</tr>
<tr>
<td>Uses not incorporated within shopping center</td>
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### MAXIMUM BUILDING HEIGHTS

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<thead>
<tr>
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<tbody>
<tr>
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### FLOOR AREA RATIOS

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<tr>
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### YARD SETBACK REQUIREMENTS

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<tr>
<td>Street Side</td>
<td>All</td>
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<td>N/R</td>
</tr>
<tr>
<td>Interior Side, Abutting</td>
<td>Residential district</td>
<td>15 feet</td>
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<td></td>
<td>Nonresidential district</td>
<td>5 ft</td>
<td>See end Note</td>
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<tr>
<td>Rear, abutting</td>
<td>Residential district</td>
<td>15 ft</td>
<td>10 ft</td>
</tr>
<tr>
<td></td>
<td>Nonresidential district</td>
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#### Parking Setbacks

<table>
<thead>
<tr>
<th></th>
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<tr>
<td>Front</td>
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</tr>
<tr>
<td>Street Side</td>
<td>All</td>
<td>5 feet</td>
<td></td>
</tr>
<tr>
<td>Interior Side, abutting</td>
<td>Residential district</td>
<td>10 feet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nonresidential district</td>
<td>5 feet</td>
<td></td>
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<tr>
<td>Rear, abutting</td>
<td>Residential district</td>
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<tr>
<td></td>
<td>Nonresidential district</td>
<td>Zero feet (no requirement)</td>
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### SPECIAL PARKING REGULATIONS

Enclosed parking and appurtenant areas must be set 20 feet back from any front or street side lot line, except for driveways. Enclosed parking may not be visible from any abutting streets. No devices or openings for vehicle ventilation may be visible from abutting streets.

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1. No setback requirement for buildings less than 25 feet in height above grade; 5-foot setback required for building taller than 25 feet above grade.
2. Parking and landscape setbacks subject to site plan review.
3. Accessory or principle.
4. Except that between Lee Street and Kedzie Street, dwellings are permitted above the ground floor only.
5. With hours of operation between 6:00 am and 12 midnight.
6. When located above the ground floor.
7. Provided there is no outdoor storage.
8. Accessory only.
CHAPTER 24
STORM WATER CONTROL

4-24-1: DEFINITIONS:

The following terms are defined for the use of this chapter as follows:

ALLOWABLE RELEASE RATE: The rate of storm water runoff that is allowed to be discharged from a development site into the city sewer system by means of the control system.

APPLICANT: Person(s) or agent(s) representing a property owner who desires to develop property in the city.

BULLETIN 70: A publication entitled "Frequency Distributions And Hydroclimatic Characteristics Of Heavy Rainstorms In Illinois", by Floyd A. Huff and James R. Angel, as published by the Illinois State Water Survey, Champaign, Illinois, 1989. The magnitudes of rainfall events having storm durations of twenty four (24) hours and frequencies from two (2) to one hundred (100) years are found in table 13 of said publication and are adopted by the city to be used by applicants for calculations necessary for compliance with this chapter.

CITY SEWER SYSTEM: The networks of closed pipes, conduits, and drainage structures within the city which consists of three (3) operational parts: the storm sewer system, which conveys storm water only; the combined sewer system, which conveys a combination of storm water and wastewater; and the relief combined sewer system, which conveys storm water during most ordinary rainfall events, until the combined sewer system capacity is reached, at which point the combined sewer system discharges into the relief combined sewer system.

CONTROL SYSTEM: Structures that contain restriction, backflow prevention, storage and conveyance features that are necessary for the safe, efficient control and discharge of detained storm water runoff from the development into the city sewer system at a rate no greater than the allowable release rate, up to the occurrence of the 100-year frequency rainfall (24 hour duration) event. This system should be located on the development property, must meet the city's current construction standards, and must be fully accessible to the city for inspection purposes and to the applicant for maintenance purposes.

DETAINED STORM WATER VOLUME: The volume of storm water that is tributary to the development site that exceeds the volume that is allowed to be discharged into the city sewer system at the allowable release rate. This volume is calculated by the applicant and submitted to the director for his review and approval. This volume accounts for rainfall that is infiltrated into the soil by virtue of the permeability of the surface and subsurface materials. Also called the "storm water detention volume".

DETENTION: The temporary storage of storm water runoff, typically in a closed or open detention basin or retention basin, or in oversized storm sewer pipes, followed by releasing the runoff gradually into an outlet waterway or the city sewer system. The discharge flow rate of storm water exiting the detention area is typically controlled by a control structure. Also called "storm water detention". For purposes of this chapter, the terminology "detention" shall mean either detention or retention, as appropriate.

DETENTION BASIN: A facility located within the development site that is designed to store storm
water runoff temporarily on, below, or above the ground surface, accompanied by the controlled release of the stored storm water runoff. The limits of the detention basin are to be depicted on the final development plans and designated thereon as the "detention basin" (or "retention basin", whichever is appropriate). Detention basins may be closed type (concrete vaults or oversized storm sewer pipes) or open type (having grassed, landscaped, bioengineered, or, when necessary to drain, paved bottoms). All detained storm water must be drained from the detention basin by gravity, by pumping, or by infiltration into the ground water, effectively draining the storage facility completely between rainfall events. For purposes of this chapter, the terminology "detention basin" shall mean either detention basin or retention basin or a combination of these, as appropriate.

DEVELOPMENT: Any activity, excavation or fill, alteration, subdivision or resubdivision, change in land use, or practice including, without limitation, redevelopment or rehabilitation. Development may be undertaken by private or public entities or a combination thereof. Development does not include maintenance of storm water control facilities; the maintenance of existing buildings; gardening or plowing that does not involve filling, grading, or the construction of levees; or the resurfacing of existing paved roads, drives, or parking lots.

DIRECTOR: Refers to the director of the public works department or his or her designee.

DISCHARGE: The rate at which storm water moves through an open channel or closed pipe, usually measured in cubic feet per second.

DRAINAGE AREA: The surface area from which storm water runoff originates at a given point or location on a stream, waterway, or within pipes or channels, usually measured in acres. Also called, "tributary drainage area" or "tributary area".

FLOOD FRINGE: That portion of the regulatory floodplain that is outside of the regulatory floodway.

IMPERVIOUS SURFACE: Natural or manmade materials through which water, roots, or air cannot penetrate. This type of material prevents the movement of surface water down to the water table.

INfiltration: The movement or passage of water into the soil from a surface that is permeable. Infiltration may be used as an alternative to the detention or retention of storm water runoff as a means to provide all or part of the required detained storm water volume. This is possible under natural or manmade conditions in which deep, permeable layers of sandy soils or other materials with voids are present.

100-YEAR FREQUENCY RAINFALL: A rainfall event that has a one percent (1%) probability of being equaled or exceeded in any given year. On average, an event of this size or larger will occur once every one hundred (100) years. It is also called the "design storm". The magnitude of this rainfall amount for a variety of frequencies and storm durations is found in table 13 of bulletin 70.

OUTFALL/OUTLET: The point, location, or structure where storm water runoff discharges from a storm water facility to a receiving body of water or into the city sewer system.

PERMEABLE: Having voids, pores, or openings through which liquids may pass.

PUBLIC WORKS STORM WATER CONTROL REGULATIONS: A document published by the Evanston public works department which outlines the methodology for calculating the detained storm water volume.
RECHARGE: Replenishment of ground water reservoirs by infiltration through permeable soils or other granular materials.

REGULATORY FLOODPLAIN: Lands that are adjacent to bodies of water (Lake Michigan or the North Shore Channel in the city) and that may be inundated by water up to the base flood elevation, as regulated by the federal emergency management agency ("FEMA"). The floodplain is mapped by FEMA as part of the national flood insurance program. The floodplains within the city are identified as special flood hazard areas ("SFHAs") on map numbers 17031C0253F, 17031C0255F, 17031C0260F, 17031C0265F, and 17031C0270, which are part of the series of flood insurance rate maps ("FIRMs") for Cook County, Illinois, having an effective date of November 6, 2000. Floodplains consist of two (2) parts: the floodway and the flood fringe.

REGULATORY FLOODWAY: That portion of the regulatory floodplain that is necessary for the conveyance of the base flood. The regulatory floodway is depicted on the FEMA FIRM maps (see definition of Regulatory Floodplain herein).

RELEASE RATE: A rate of storm water runoff that is being discharged from a development site into the city sewer system by means of the control structure, measured in cubic feet per second.

RUNOFF/STORM WATER RUNOFF: Water which moves through the landscape either as surface or subsurface flows. It originates from atmospheric precipitation in the form of rain or snow and does not recharge the ground water reservoirs.

WETLAND: An area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. The determination that an area is a wetland follows a procedure that is outlined by the U.S. army corps of engineers ("USACE"). No activity or development that will adversely impact a wetland is allowed by the USACE unless a permit from that agency is granted. (Ord. 65-0-07)

4-24-2: PURPOSES:

The purposes for this chapter are to: a) reduce the damaging effects caused by the uncontrolled release of storm water runoff from developments that include impervious areas, b) preserve the capacity and useful life of the city sewer system, c) enhance the separation of storm water runoff from wastewater, d) reduce the frequency and severity of the discharge of pollutant laden combined storm water runoff and wastewater into waterways, e) recharge ground water, f) enhance and help protect the public health and safety, and g) be consistent with the Cook County storm water management plan, as approved and the latest revision thereof. (Ord. 65-0-07)

4-24-3: OTHER AGENCY REQUIREMENTS:

All work related to this chapter shall be done in accordance with all other federal, state, county, or regional agencies having jurisdiction, including, but not limited to, the U.S. army corps of engineers ("USACE"), U.S. environmental protection agency ("USEPA"), Illinois department of natural resources ("IDNR"), Illinois environmental protection agency ("IEPA"), and metropolitan water reclamation district of greater Chicago ("MWRD"). (Ord. 65-0-07)

4-24-4: STORM WATER CONTROL REQUIREMENTS:
4-24-4-1: DEVELOPMENTS REQUIRING STORM WATER CONTROL:

All new developments shall provide storm water control for the entire property. Additionally, any development: a) where the final building footprint is greater than five thousand (5,000) square feet, and b) having construction costs greater than one hundred percent (100%) of the latest property value as published by the Cook County assessor's office for the existing tax parcel(s) affected by the development as of the effective date hereof shall provide storm water control for the entire property. This provision shall also apply to staged developments or multiple independent developments for which the aggregate construction costs exceed one hundred percent (100%) of the property value for the tax parcel(s) existing at the time of the initial development after the effective date hereof. Storm water control includes both: a) the need to detain a certain storm water volume, and b) the need to control the release rate of storm water as it is discharged from the development site and enters the city sewer system. (Ord. 65-0-07)

4-24-4-2: EXEMPT DEVELOPMENTS:

The following developments are exempt from the provisions of this chapter:

(A) Developments Prior To Ordinance: All developments that have been submitted to the city's plan commission or planning & development committee, approved and permitted for construction, or are under construction as of the effective date hereof. Such exempt developments must be in compliance with the city's department of public works "Administrative Policy 201, January 2000, Private And Public Development, Detention Requirements".

(B) Residential Structures: Development of one-, two-, or three-family residential structures on one or two (2) adjacent parcels, provided that neither parcel is larger than one acre in area.

(C) Paved Parking Lots: Existing paved parking lots that are resurfaced, or milled and resurfaced, where there is no change to existing drainage that increases runoff to the city sewer system. A paved parking lot is not exempt whenever parts or all of the lot is redeveloped for a different use or a parking structure is constructed, at which point storm water control is required for the entire development, including the parking lot.

(D) New Development: Any new development for which the storm water control requirements under this chapter have been fully satisfied for the existing and proposed development conditions based on installation of all required storm water control during a prior development, and the storm water control facilities have been maintained and are fully functional and operating. The applicant shall demonstrate compliance with this chapter by submitting to the city's department of public works all calculations and documents in support of a finding that no additional storm water control facilities are required. (Ord. 65-0-07)

4-24-5: STORM WATER CONTROL FACILITIES:

4-24-5-1: GENERAL:

Control of the detained storm water volume must be provided by facilities that are entirely within the development property and are fully accessible for inspection by the city. These facilities shall be designed to store the required detained storm water volume temporarily on, below, or above the ground surface in a detention or retention basin, and to subsequently release the stored detained storm water volume at a rate no greater than the allowable release rate by means of a restrictor within the control structure for final discharge into the city sewer system. The storm
water control system shall be located such that: a) adjacent properties are not impacted by storm water from the development and b) facilities are accessible to the city for inspection and accessible to the applicant for maintenance.

The storm water control system must meet the city's current construction standards for storm water control structures having restriction, overflow, backflow prevention, and inspection/maintenance capabilities. (Ord. 65-0-07)

4-24-5-2: CALCULATIONS:

The storm water detention volume and the allowable release rate shall be calculated using the methodology described in the public works storm water control regulations available from the public works department. (Ord. 65-0-07)

4-24-5-3: MEANS FOR STORING RUNOFF:

The storage of detained storm water volume must be accomplished by any of the following means:

(A) Open detention basin. The basin may be of any shape. The active storage depth of the detention basin is a maximum of two feet (2'), with an additional one foot (1') freeboard. The basin must be landscaped, or have a bioengineered surface. Side slopes must be no steeper than a four to one ratio (4:1) (4 horizontal to 1 vertical), and the bottom slope must be one percent (1%) to two percent (2%) to facilitate the complete drainage of all storm water runoff into the control structure by gravity, or by the use of pumps if a retention basin is proposed. Inflow pipes to the open detention basin must carry only storm water runoff, and a backflow preventing device, such as a flap gate, must be installed within a structure and must be provided on each inflow pipe to prevent basin storm water from flooding any development structures.

(B) Reinforced concrete pipe or ductile iron pipe storage, constructed to the city's current construction standards.

(C) Reinforced concrete vaults, constructed in accordance with the design by an Illinois licensed structural engineer.

(D) Parking lot surface storage, with the depth of storm water storage limited to six inches (6") or less.

(E) Rooftop storage, with the depth of storm water limited to six inches (6") or less, based on a determination by an Illinois licensed structural engineer that the roof is structurally adequate to resist all loading, including the additional water load (considered to be live load).

(F) Infiltration of the detained storm water volume, provided that the applicant submits an engineered infiltration field design by an Illinois licensed professional engineer. The design must include the calculations and supporting documents necessary to demonstrate that the proposed infiltrated detained storm water volume meets the storage requirement.

(G) Other means or combination of means which the applicant may use, subject to the approval by the director prior to the issuance of all necessary construction permits. (Ord. 65-0-07)
4-24-5-4: CONTROL SYSTEM:

(A) The control system must contain those restriction, backflow prevention, storage and conveyance features that are necessary for the safe, efficient control and discharge of detained storm water volume from the development into the city sewer system at a rate no greater than the allowable release rate, up to the occurrence of the 100-year frequency rainfall (24 hour) event. This system must be located on the development property unless waived by the director, must meet the city’s current construction standards, and must be fully accessible to the city for inspection purposes and to the applicant for maintenance purposes. The system shall contain adequate provisions for the emergency release of storm water in excess of the required storage volume or runoff rate that may be associated with more extreme rainfall events or unforeseen debris or ice buildup within the structure. The emergency release shall commence only after the required detained storm water volume has been stored on the development site. The emergency release must discharge onto the development property. A backflow preventing feature, such as a flap gate, shall also be provided such that no storm water or wastewater from the city sewer system can flow back onto the development site. The backflow preventing device shall be installed in a structure located immediately outside of the structure containing the restrictor.

(B) Storm water control systems shall not be located within any part of a regulated floodplain, either the floodway or flood fringe, within the city, as depicted on the FEMA FIRM map panels for Cook County, Illinois. Any work in the floodplain or in wetlands requires the applicant to obtain all permits that may be required from the USACE, USEPA, IDNR, IEPA, MWRD, and any other federal, state, or regional agency as may be required. The applicant shall not begin construction until the applicant has applied for and obtained these permits. In the event that any of these permits include conditions that are more or less stringent than the provisions of this chapter, the more stringent of the permit conditions or ordinance provisions shall apply. (Ord. 65-0-07)

4-24-5-5: CONNECTION TO CITY SEWER SYSTEM:

The applicant is responsible for all construction and restoration work that is needed within the public right of way to achieve the connection to the city sewer system. This work shall be performed in accordance with the city’s current construction standards.

Whenever more than one of the city’s sewer system components is adjacent to, or in close proximity to the development, the applicant’s storm water control system shall discharge detained storm water into that component which is both feasible and most advantageous to the city. Generally, but not always, the storm sewer system is the most advantageous outlet, followed by the relief combined sewer system, followed by the least advantageous combined sewer system. The use of a particular outlet city sewer system component may not be possible due to circumstances such as the presence of other conflicting utilities or if the component is buried deep below the surface. Applicants shall work with the city’s department of public works to ascertain which one of the city sewer system components shall be used as the outlet from the development. (Ord. 65-0-07)

4-24-6: FEE IN LIEU OF STORM WATER CONTROL:

In the event that an applicant cannot physically provide all the necessary control of the required detained storm water volume on the development property, the applicant shall:
(A) Provide proof that is satisfactory to the director that the development site conditions limit his capacity to fully meet the detained storm water volume, and

(B) Provide storm water control for that volume of detained storm water which the applicant is able to provide in accordance with the requirements of this chapter, and

(C) Pay a fee in lieu of providing the balance of the excess storm water control volume that the applicant cannot provide on site. The fee in lieu of providing storm water volume shall be initially set at twelve dollars ($12.00) per cubic foot of required detained storm water volume; however the total fee shall not exceed five percent (5%) of the construction costs of the development. The fee in lieu shall increase each January thereafter by the percent increase indicated for the year ending in January by the United States department of labor bureau of labor statistics consumer price index ("CPI") for the Chicago metropolitan area (Chicago-Gary-Kenosha). The city will use this fee for any of the purposes served by this chapter that the director deems suitable in furthering the city's interest in providing for storm water control. (Ord. 65-0-07)

4-24-7: CITY REVIEW AND INSPECTION:

4-24-7-1: REVIEWS:

The director shall review all elements of the storm water control facilities, drawing plans, sketches, details, calculations and any other evidence and supporting documents that are submitted by the applicant for the proposed development. The director must review all developments, regardless of whether physical storm water control facilities or fees in lieu of storm water control facilities are being requested by the applicant. The director may meet with the applicant to discuss the proposed storm water facilities and/or prepare written review comments regarding the applicant's submittal when the submittal has not satisfied all appropriate provisions of this chapter. The applicant shall respond to the director's review comments and perform the necessary design changes, then submit the revised submittal documents for further review by the director. This process of submittals, review, and revisions shall continue until all provisions of this chapter are met to the satisfaction of the director. The applicant shall not receive a building permit for the proposed development until all provisions of this chapter are met. (Ord. 65-0-07)

4-24-7-2: INSPECTION DURING CONSTRUCTION:

The director may inspect the applicant's storm water control system during the construction to ascertain whether the applicant is constructing or has constructed the system in accordance with the approved plan. Any deficiencies in the construction shall be corrected by the applicant at his expense, regardless of when the director determines that such deficiencies exist. (Ord. 65-0-07)

4-24-7-3: CERTIFICATE OF OCCUPANCY:

The storm water control system must be installed and functioning before the certificate of occupancy for the development will be issued. (Ord. 65-0-07)

4-24-7-4: MAINTENANCE:

The storm water control system shall be maintained by the applicant or current owner in a fully functioning and operating condition. (Ord. 65-0-07)
4-24-8: INSPECTION FEE:

All developments that are required to provide storm water control shall pay to the city an initial inspection fee of one hundred fifty dollars ($150.00) and thereafter, an annual inspection fee of one hundred fifty dollars ($150.00). (Ord. 65-0-07)

4-24-9: PENALTY:

If the director determines that any storm water control system required by this chapter does not comply with the provisions of this chapter, the director shall notify the applicant or current owner in writing of such noncompliance. The applicant or current owner shall have thirty (30) calendar days from the date of receipt of such notice to comply with the provisions of this chapter. If at the end of the thirty (30) calendar days the applicant or current owner is not in compliance with the provisions of this chapter, a two hundred fifty dollar ($250.00) fine shall be imposed and the applicant or current owner shall have an additional thirty (30) calendar days to comply. If at the end of the thirty (30) additional days for compliance, the applicant or current owner is not in compliance with the provisions of this chapter, a fine of not less than two hundred fifty dollars ($250.00) shall be imposed for each day thereafter in which the applicant or current owner is not in compliance. (Ord. 65-0-07)
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 ensure 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.

(c) 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 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.

(iii) 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 occupancy to the date when all the damage has been repaired.

(b) Repair to Leasehold Improvements. Landlord must have no obligation to repair damage to or to replace any leasehold improvements, Tenant’s personal property or any other property located in the Premises, and Tenant must within 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
business in the state in which the Premises is located which must insure against liability for injury to and/or death of and/or damage to personal property of any person or persons, with policy limits of not less than $2,000,000.00 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. Landlord’s policy must name Tenant as an additional insured. Subject to the terms of Paragraph 9(a), Landlord must maintain casualty insurance covering the entire Premises and any alterations, improvements, additions or changes made by Landlord thereto in an amount not less than their full replacement cost from time to time during the Term, providing protection against any peril included within the classification of “all risks”.

(b) Each of the parties hereto agrees to maintain and keep in force, during the Term hereof, all Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts.

(c) Within thirty (30) days after written request, each of the parties agrees to deliver to the other a certificate of insurance as evidence that the policies of insurance required by this Section 10 have been issued and are in effect.

(d) Waiver of Subrogation. Neither Landlord nor Tenant must be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income for property or general liability losses, even though such loss or damage might have been occasioned by the acts or omissions of such party, its agents, contractors or employees. Landlord or Tenant must look exclusively to the proceeds of insurance carried by it or for its benefit in the event of any damage or destruction to its property located on the Premises. Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby release and waive any and all rights of recovery, claim, action or cause of action, against the other, or its respective directors, shareholders, officers, agents, invitees and employees, for any loss or damage that may occur to the property or the equipment, fixtures and improvements comprising any part of the Premises, by reason of fire, the elements, or any other cause which could be insured against under the terms of an “all risk” fire insurance policy, in the state where the Premises is located, regardless of cause or origin, including negligence of the parties hereto, their agents, officers, invitees and employees. Subject to the provisions of the Lease, no insurer of a party hereunder must ever hold or be entitled to any claim, demand or cause of action against Tenant by virtue of a claim of loss paid under any such insurance policies, whether such insurer’s claim be in the nature of subrogation or otherwise. The waivers provided pursuant to this paragraph must not operate to the extent that they would void coverage under the provisions of any policy of insurance.

11. INDEMNIFICATION

(a) Indemnification of Landlord. Except as otherwise provided in this Lease, and except to the extent caused by the 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  City of Evanston
Attn: City Manager  Attn: Corporation Counsel
2100 Ridge Avenue 2100 Ridge Avenue
Evanston, IL 60201 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 transferee 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 the 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.
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 Bobiewicz
Title: City Manager

Tenant:

**SMYLIE 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
EXHIBIT B

PLAT OF RESUBDIVISION
Memorandum

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

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

Subject: Resolution 29-R-18, Authorizing the City Manager to Enter into a Six Month Lease Agreement for Studio 220 at the Noyes Cultural Arts Center

Date: June 25, 2018

Recommended Action:
Staff recommends City Council approval of Resolution 29-R-18, authorizing the City Manager to enter into an agreement for a six (6) month lease term with new tenant Soccorro Mucino, an Evanston resident, to lease vacant studio 220 at the Noyes Cultural Arts Center.

Funding Source:
Revenues are deposited into the Noyes Cultural Arts Business Unit 100.30.3710.53565

Livability Benefits:
Education, Arts & Community: Incorporate arts and cultural resources
Support social and cultural diversity

Summary:
Studio 220 will be vacant as of June 30, 2018. This studio is located on the second floor with an open floor plan.
• ROOM 220  255 sq. ft. $305.69 / mo.

Five applications were submitted for Noyes Tenants Association (NTA) consideration during the open application process. The NTA reviewed each of the five (5) applications and is recommending Soccorro Mucino for City Council Approval.
This is a six (6) month lease term (07/01/2018-12/31/2018) for Soccorro Mucino. Studio space will allow Soccorro to operate a printmaking studio.

<table>
<thead>
<tr>
<th>Tenant Name</th>
<th>Leased Space</th>
<th>Monthly Rent rate</th>
<th>Annual Total Rent (6 mo)</th>
<th>Community Engagement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soccorro Mucino</td>
<td>220</td>
<td>$305.69</td>
<td>$1834.14</td>
<td>$275.12</td>
</tr>
</tbody>
</table>

Attachments:
Resolution 29-R-18
Exhibit A - Studio Master Lease
Exhibit B - fee chart
A RESOLUTION

Authorizing the City Manager to Enter into a Six Month Lease Agreement for Studio 220 at the Noyes Cultural Arts Center

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

SECTION 1: 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 lease for six months for Studio 220 by and between the City and Socorro Mucino in the Noyes Cultural Arts Center. The lease shall be for the following period: July 1, 2018 through December 31, 2018. The lease shall be in substantial conformity with the lease marked as Exhibit 1, attached hereto and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the leases as may be determined to be in the best interests of the City.

SECTION 3: Resolution 29-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.

_________________________
Stephen H. Hagerty, Mayor

Attest:      Approved as to form:

_________________________
Michelle L. Masoncupp, Interim Corporation Counsel

Devon Reid, City Clerk
Adopted: ________________, 2018
EXHIBIT 1
LEASE AGREEMENT
LEASE AGREEMENT FOR THE PREMISES LOCATED AT 927 NOYES STREET, EVANSTON, ILLINOIS, BY AND BETWEEN

THE CITY OF EVANSTON, LANDLORD

AND

SOCORRO MUCINO, TENANT
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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 Socorro Mucino (“Tenant”). Landlord and Tenant may be referred to collectively as the “Parties”.

SECTION 1. DESCRIPTION OF PREMISES

Landlord leases to Tenants Studio 220, located on the second floor of the property with a street address of 927 Noyes Street, Evanston, Illinois 60201 (the “Premises”), situated within the Landlord’s 3-story building located at the same common address and legally described on Exhibit A (the “Property”) and commonly known as the Noyes Cultural Arts Center (“NCAC”).

The Property has various uses including artist workshops, resident young adult summer camp classes, art exhibits, 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, sidewalks, parking area, planted areas (excluding the adjoining park area), common area restrooms and open means of ingress and egress. Tenants will have the nonexclusive right to use the Common Facilities, including the washrooms referenced above.

SECTION 2. TERM

The term of this Agreement will be for the six following months: July 1, 2018 – December 31, 2018 (collectively, the “Term”). Tenants must provide Landlord with 90 days’ notice to request a renewal of the Agreement for the Premises. Landlord, in its sole discretion, may decide that a Renewal Term is not necessary and in the best interests of the City. Renewal of the Agreement must be authorized by written consent of the Parties and must be authorized by the City Council.

SECTION 3. RENT

A. RATE: Tenants agree to pay Landlord rental payment (the “Rent”) in accordance with the following schedule:

1. For the period of July 1, 2018 – December 31, 2018 (six months), the Rent rate is $305.69 per month, for total Rent of $1,834.14 for the six months.

B. PAYMENTS. The Rent outlined in Section 3[A][1] above shall be paid in accordance with said Section.

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

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

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D. PROPERTY FEES SCHEDULE: Attached as Exhibit B is a schedule of fees for all tenants of the Property, if applicable, including Tenant ("NCAC Property Fees"). To the extent incurred by Tenant, the NCAC Property Fees specified on the fee schedule will be invoiced separately and shall be paid by the due date listed on the invoice. To the extent incurred by Tenants, the NCAC Property Fees are to be paid by Tenants regardless of the applicable rental rate specified in Section 3 [A]. Tenants acknowledges that they will reimburse the City for use of the Common Facilities (as specified on Exhibit B) after the standard business hours set by the City and the Association, which hours shall not be less than the following hours throughout the Term (including any Extended Term): 8:00 a.m. – 11:00 p.m. Monday – Friday; 8:30 a.m. – 11:00 p.m. on Saturday; and 10 a.m. – 6:00 p.m. on Sunday (the “Business Hours”).

E. SURCHARGE:

1. Tenant acknowledges and agrees that all non-Evanston residents (individuals only) are assessed a 20% surcharge on rent. The 20% surcharge will not be applicable to non-Evanston resident Sub-lessees if the Lessee (individuals only) is an Evanston resident. The 20% surcharge is applicable to a non-Evanston resident Sub-lessee only if and when the Sub-lessee assumes the remainder of the entire lease or a co-lease, or upon termination by Lessee or the Lessor. In order for an Organization to be exempt from incurring a 20% surcharge, its principal place of business must be in Evanston. Organizations must attach Articles of Incorporation to this Lease.

2. Monthly rental charges assessed to Sub-lessees will not be in excess of one-half the rent charged to Lessee by the Lessor. A written sublease agreement between the Lessee and Sub-lessee must be given to the Lessor covering the lease terms prior to Sub-lessee’s use of space. The sublease agreement must include the payment schedule and the dollar amount paid by Sub-lessee to Lessee. Community service obligations assessed to Sub-lessee are in addition to the full obligation assessed to Lessee. Therefore, the Community Engagement obligations assessed to Lessee will not decrease as a result of a sublease.

SECTION 4. COMMON FACILITIES

A. MAINTENANCE BY LANDLORD: Tenants acknowledge that they have leased the Premises for many years and receive 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);

4. Plumbing and water facilities and systems (including the portions of such systems serving the Premises exclusively);

5. Fire and life safety systems and fire alarm systems, including inspections thereof (including the portions of such systems serving the Premises exclusively);

6. Hallways, stair rails, and related elements, and restrooms and other Common Facilities, including the parking lot serving the Property;

7. Snow and ice removal, including salting, from front walkway of Premises and parking spaces in front of the Property within 48 hours of any snow event with accumulation of an 1 inch or more; and

8. Change light bulbs, ballasts and tubes in any fluorescent or comparable light fixtures in the Premises. Notwithstanding the foregoing, Tenant will change light bulbs, ballasts and tubes which are considered specialty lighting and related to performance activities.

9. Maintain the HVAC units in the Premises, the HVAC units are the property of the Landlord and shall remain in the Premises at the end of the Term.

B. MAINTENANCE BY TENANTS:

1. Interior non-structural Premises maintenance and all fixtures and property within the Premises other than (a) utility, HVAC or fire/life safety facilities and systems and (b) any items Landlord is required to maintain pursuant to Section 4[A];

2. All refuse from Premises to be placed in appropriate containers and Tenants cannot dispose of construction building materials in the standard refuse containers and must arrange for special pick-ups and containers for said materials;

3. 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 (as defined in Section 3[E]) at the Tenant’s request.

4. 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 NCAC tenant’s personal property or leased area attributable to Tenant’s negligence or intentional misconduct, subject to Section 12[E]. 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.

5. Repairs by Tenants must have prior written approval by the Director of Parks, Recreation and Community Services, or his or her designee, and must occur within thirty (30) days of such approval unless the Director of Parks, Recreation and Community Services, or his or her designee, gives a prior written request or grants approval for an extension beyond the thirty (30) days (or unless such repairs cannot reasonably be completed within thirty (30) days, in which case, Tenant shall have such additional time as is reasonably required). If Tenants fail to make the necessary repairs by the date determined by the Lessor, the Landlord has the option to make the necessary repairs and Tenants agree to promptly pay for those repairs upon presentation of an invoice by the Landlord to the Tenant. 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: Tenants will use the Premises to operate a printmaking studio, and other related business and uses incidental thereto, and no part of the Premises will be used for any other purpose without the prior written consent of Landlord (the “Permitted Use”). If Tenants endeavors to apply for a liquor license for the Premises, the Landlord gives its written consent for said application to be submitted and reviewed by the City in conformance with the City Code procedures, as amended. The City agrees to cause such license to be granted if Tenants meets applicable requirements.

B. HOURS OF OPERATION AND LANDLORD ACCESS:

1. Tenant’s use of the Premises shall only be for the permitted use. Tenants shall have the right to conduct their business in the Premises during the Business Hours (as defined in Section 3[E]) of the Property. In addition, Tenants’ staff, agents, employees and contractors may access the Premises twenty-four hours a day, seven days a week, but shall not have access to the interior Common Facilities after the Business Hours (as defined in Section 3[C]) of the Property. The Property will be closed on holidays/days as observed by the City of Evanston (but Tenants will still have access to the Premises).

2. 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 and air conditioning, to inspect the same, and to make such
repairs, alterations, improvements or additions to the Premises or the NCAC, 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 Tenant 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.

3. 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 NCAC, 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 Premises must be kept locked at all times except during the Business Hours (as defined in Section 3[E]). Tenants shall not open the door to anyone in the late hours. The door may not be propped open for any reason. During normal Business Hours (as defined in Section 3[E]) for the Property, patrons and users of the Property shall have access to the Common Facilities. Tenants shall not have use of Common Facilities after the Business Hours (as defined in Section 3[E]) unless Tenant pays the Facilities Fee (as specified in Exhibit B) for keeping the Property and the Common Facilities open.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. PARKING REGULATIONS: The NCAC has a total of fifty (50) parking spaces, consisting of thirty-five (35) permit spaces (including four [4] marked for compact cars) and twelve (12) metered spaces and three (3) handicapped spaces in the Property parking lot, which is Lot #51 and is immediately adjacent to the Premises (the “Property Parking Lot”). The Landlord acknowledges that it will not decrease the total number of parking spaces in the Property Parking Lot during the Lease Term, but Landlord reserves the right to reconfigure the parking lot and/or increase the parking spaces. For the permit parking spaces, annual parking permit fees shall be in accordance with the schedule previously referenced as Exhibit B and be billed separately. Parking permit fees are not prorated and will change over the Term of the Lease at the discretion of the Landlord. All annual parking permits issued will be billed on a monthly basis and are not returnable with the exception of permits which are transferred. There will be a $25.00 transfer fee assessed for all annual permits which are to be reissued unless: 1) the old permit or remnants of the old permit is returned displaying the lot number and the permit number minimally; or 2) proof that the vehicle was sold by producing a bill of sale.

Monthly and annual parking permits for the Property Parking Lot are authorized only for Leaseholders, Sub-Tenants, staff and/or students attending classes at Noyes on a regular basis and Landlord will not permit businesses (or other invitees) outside of the NCAC to get permits for the Property Parking Lot. Use of permits is on a first-come, first serve basis for spaces available in the Property Parking Lot. Parking permits are not to be transferred to vehicles other than the vehicle for which the permit was issued unless prior written approval by the Director of Parks, Recreation and Community Services is obtained. Parking Permit privileges will be considered by the Director of Parks, Recreation and Community Services or designee for other regular NCAC users on a case-by-case basis. All Authorization Forms must be signed by Tenants or their authorized designee(s), and by an NCAC staff member before parking permits can be purchased. Temporary one-day parking permits are available for individuals attending special functions at the NCAC, and for visitors and others using the NCAC, who are pre-
approved by the Director of Parks, Recreation and Community Services or designee. Temporary parking permits are not available to parents or caregivers waiting for students attending classes or to attendees of performances. Tenants understand, and will inform their staff, students and patrons to observe all posted parking regulations. Parking permits will not be issued to individuals with an expired driver’s license. Landlord will maintain the current parking lot serving the Property as a parking lot throughout the term of this Lease.

SECTION 6. SIGNS

Tenants 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 Tenants. 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, but Landlord will not withhold its consent to a reasonably sized sign over the new entrance to the Premises.

SECTION 7. 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-spat 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 8. 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 9. 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 10. 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 11. 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 12. 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. LANDLORD TO OBTAIN FIRE INSURANCE ON PREMISES: Landlord agrees to maintain during this Agreement, a policy of property insurance covering any peril generally included in the classification ISO Causes of Loss – Special Form (a “Special Form Policy”) and covering at least 80% of the full replacement cost of the Premises and Property (or Landlord may self-insure for such coverage). If permitted without additional charge, Landlord will cause to
be endorsed on its property insurance, and any extended coverage policy or policies, the waiver of right of subrogation. Landlord hereby agrees to waive any claims against Tenant and its agents and employees to the extent the same could be covered by a Special Form Policy, regardless if the same is maintained by the City.

F. 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.

G. 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.

H. 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 13. SUBLETTING; ASSIGNMENT

The Tenants shall be allowed to sublet a portion of the Premises to another entity or individual(s) (“Sub-Tenant”) for a period of eighty nine (89) days or less in conformance with the original use stated in Section 5[A] and Tenants do not need the Lessor’s consent. If the Tenants seek to sublet a portion of the Premises to a Sub-Tenant for a period of time ninety (90) days or more, then the Tenants must have the written consent of the Landlord and such consent shall not be unreasonably withheld. For all subleases, the Tenants shall obtain a certificate of insurance from the Sub-Tenant prior to commencement of the sublease, naming the City of Evanston as an additional insured for the period of occupancy. If Tenant, or any one or more of the Tenants, if there be more than one, shall make an assignment for the benefit of creditors, or shall file for bankruptcy protection, Landlord may terminate this Agreement, and in such event Tenant shall at once pay Landlord a sum of money equal to the entire amount of rent reserved by this Agreement for the then unexpired portion of the term hereby created less the reasonable rental value (as defined in Section 17[G] below) of the Premises as liquidated damages. At Landlord’s option, should Landlord consent to any assignment or sublease of the demised Premises, Tenant shall nevertheless remain liable for all terms and conditions of this Agreement until the expiration of the Agreement term stated above.

SECTION 14. 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 15. 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 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 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 ten percent (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 16. 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 (as defined in Section 3[E]) 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 17. 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 TERMINATE NOT FORFEITED: No repossession, operation or re-letting of the Premises or of fixtures and equipment will be construed as an election by Landlord to terminate this Agreement unless a written notice is given by 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 18. TENANT OBLIGATIONS TO COMMUNITY AND ASSOCIATION

A. NOYES CENTER TENANT’S ASSOCIATION: The Tenants acknowledge and agree that it has the right to be a member of the Noyes Center Tenant’s Association (the “Association”) formed by the tenants of the Property. The Association will provide advisory guidance and opinions to City staff on many issues, including, tenant responsibilities and duties with respect to the Property and its Common Area. The Association is structured to focus on certain tasks and advise the City on issues such as the following examples: (a) Provide answers to general questions about offerings by Noyes tenants and directions to studios; (b) Review requirements for community engagement of tenants as needed and make recommendations to the City for any additions or changes; (c) Review any subleases of tenants of ninety (90) days duration or more; (d) Review proposed annual operating budget for Center and proposed rental increases; (e) Review annual and five year capital improvement program for Center and make recommendations to City on spending priorities; and (f) Together with the Evanston Arts Council, review applications of new tenants at Noyes and make recommendations to City on spending priorities.

B. COMMUNITY ENGAGEMENT: Tenants will develop reasonable set programs (e.g. donated tickets for certain events, community theater events, including use of space or other portions of the Premises by other not-for-profit organizations, and scholarships) to be a steward for the arts in the community. By September 1, 2018, the Tenants will have an action plan developed to address its community engagement program and review its proposed program in consultation with the City Manager and the NCAC Association. If Tenants do not provide an action plan within the time period provided or provide the community engagement programs established between the parties, the Landlord shall send written notice of default, providing Tenants with fourteen (14) days to cure the default. The annual value of the Community Engagement provided by Tenants shall be not less than $275.12 for the Term (“Minimum Community Engagement”). For purposes of calculating the Minimum Community Engagement annual value, each hour of service, inclusive of preparation time, is valued at forty dollars ($40.00) per hour. Additionally, the Minimum Community Engagement annual value may include the fair market value of goods and/or supplies provided in furtherance of the Tenant’s community engagement obligation. Any overage provided by Tenants above the Minimum Community Engagement level for either of the prior two (2) years can be applied as a credit to any deficiency for the current calendar year. If Tenants do not provide the Community Engagement by December 31, 2018 as required and does not cure the default within 15 days of written notice, then Tenants shall pay Landlord a fee equal to 15% of the six month’s rent outlined Section 3[A] ($1,834.14) less the value of the Community Engagement provided during the calendar year.

SECTION 19. 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 20. 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 21. 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 22. 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 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 23. GOVERNMENTAL INTERFERENCE WITH POSSESSION**

Except as expressly set forth in Section 25, 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 24. 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 25. 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 26. 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 27. 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 28. 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:      with a copy to:

City Manager      Corporation Counsel
2100 Ridge Avenue     2100 Ridge Avenue
Evanston, IL 60201     Evanston, IL 60201
Fax: 847-448-8083     Fax: 847-448-8093

If to Tenants:

Socorro Mucino
927 Noyes Street
Evanston, IL 60201

Service will be deemed complete at the time of the leaving of notice or within 2 days after mailing. In the event that it appears that 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 29. 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. The words “Landlord” and “Tenant” wherever used in this Agreement shall be construed to mean Landlords or Tenants in all cases where there is more than one Landlord or Tenant herein; and the necessary grammatical changes shall be assumed in each case as though full expressed.

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

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

H. This Agreement may be executed in multiple copies, each of which shall constitute an original.
SECTION 30. VENUE AND JURISDICTION

The Parties agree 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 31. FORCE MAJEURE

Other than for Landlord’s and Tenant’s obligations under this Lease that can be performed by the payment of money, whenever a period of time is herein prescribed for action to be taken by either party hereto, such time period will be extended by a period equal to the period of any delays in performance by the applicable party due to any of the following events (“Force Majeure”): (i) Acts of God, (ii) strike or other such labor difficulties not specific to any labor issue existing only at the 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 31, 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: ______________________

Its:  City Manager, Wally Bobkiewicz

Tenant:

SOCORRO MUCINO

By: _________________________________

Its: _________________________________
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:


PARCEL 2:

LOTS 12 TO 21, BOTH INCLUSIVE, IN BLOCK 2 IN TAIT’S SUBDIVISION OF BLOCK 4 OF ORRINGTON ADDITION TO EVANSTON, ACCORDING TO THE PLAT OF SAID TAIT’S SUBDIVISION RECORDED MARCH 8, 1906, AS DOCUMENT NUMBER 3829417, TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 12 IN BLOCK 2 IN TAIT’S SUBDIVISION, AFORESAID, ALL IN THE SOUTH WEST 1/4 OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 3:

LOTS 1, 2, 3 AND 4 IN BLOCK 1 IN A. BURROUGHS’ ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF LOT 15 AND THE EAST 145.5 FEET OF LOT 16 LYING WEST OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF LOT 1 AND NORTH OF THE LOTS 2, 3 AND 4 IN SAID BLOCK 1, ALL IN THE SOUTH WEST 1/4 OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 4:

LOTS 1, 2, 3, 4 AND THE EAST 19 FEET OF LOT 5 IN BLOCK 2 IN A BURROUGHS’ ADDITION TO EVANSTON, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED APRIL 15, 1893, AS DOCUMENT NUMBER 1850049; TOGETHER WITH THE VACATED 16 FOOT ALLEY LYING EAST OF THE EAST LINE OF LOT 5 AND WEST OF THE WEST LINE OF SAID LOTS 1, 2, 3 AND 4 IN SAID BLOCK 2, ALSO TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 4 IN BLOCK 2, AFORESAID, ALL IN THE SOUTH WEST 1/4 OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 5:

THAT PART OF LOT 16 IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE NORTH LINE OF NOYES STREET, WHICH IS 323.8 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE OF NOYES STREET WITH THE CENTER LINE OF RIDGE AVENUE; THEN CONTINUING EAST ALONG THE NORTH LINE OF NOYES STREET, 125 FEET; THENCE NORTH 115.5 FEET TO THE SOUTH LINE OF LAND FORMERLY OWNED AND OCCUPIED BY ALONZO BURROUGHS, BEING NOW THE SOUTH LINE OF A. BURROUGHS' ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF LOT 15 AND THE EAST 145.5 FEET OF LOT 16 LYING WEST OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD IN ASSESSOR'S DIVISION, AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED LINE, 125 FEET TO THE EAST LINE OF THE WEST ½ OF SAID LOT 16 (BEING ALSO THE EAST LINE OF FOSTER AND KLINE'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST ½ OF THE LOT 16 IN ASSESSOR'S DIVISION, AFORESAID): THENCE SOUTH ALONG THE LAST DESCRIBED LINE, 115.5 FEET TO THE PLACE OF BEGINNING, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 6:

LOTS 3 AND 4 IN FOSTER AND KLINE'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST ½ OF LOT 16 IN ASSESSOR'S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 7:

ALL THAT PART OF VACATED ERVIN COURT LYING SOUTH OF THE SOUTH LINE OF COLFAUX STREET AND NORTH OF THE NORTH LINE OF NOYES STREET, SAID ERVIN COURT HAVING BEEN VACATED BY CITY OF EVANSTON ORDINANCE DATED NOVEMBER 23, 1931, AND RECORDED MARCH 23, 1932, AS DOCUMENT NUMBER 11063489, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Real property address: 927 Noyes, Evanston, Illinois 60201

PIN:11-07-114-027-0000
## FY 2018 Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A/C &amp; AIR HANDLING UNITS</strong></td>
<td></td>
</tr>
<tr>
<td>Monthly fee for studios ranging between 1-500 sq. ft.</td>
<td>$93.73</td>
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<tr>
<td>Monthly fee for studios ranging over 500 and up to 1,000 sq. ft.</td>
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<tr>
<td>Monthly fee for studios ranging over 1,000 and up to 2000 sq. ft.</td>
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<tr>
<td>Monthly fee for studios over 2,000 sq. ft.</td>
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<tr>
<td><strong>KEYS</strong></td>
<td>$5.00 First two (2) keys to all Leased spaces with a Lessor installed lock included</td>
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<tr>
<td><strong>NOYES GALLERIES</strong></td>
<td></td>
</tr>
<tr>
<td>Hourly rate for residents, 60201 &amp; 60202</td>
<td>$50.00</td>
</tr>
<tr>
<td>Hourly rate for non-residents</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>PARKING - LOT #51</strong></td>
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</tr>
<tr>
<td>Monthly fee for each permit</td>
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</tr>
<tr>
<td>Yearly fee for each permit, must be paid in full</td>
<td>$352.00</td>
</tr>
<tr>
<td>Bundle Pack (6) Daily Permits</td>
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<tr>
<td><strong>STAFF &amp; UTILITY FEE</strong></td>
<td>$66.00</td>
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<tr>
<td>Additional Hourly rate for all users if Bldg. is occupied other than normal Bldg. hours.</td>
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<tr>
<td><strong>STUDIO #106</strong></td>
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<tr>
<td>Tenant rate/hourly for activities relative to lease</td>
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<tr>
<td>Evanston Resident Rates, 60201 &amp; 60202</td>
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<td>Non-Resident Rates</td>
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<td><strong>SQUARE FOOT RATE</strong></td>
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<td>Basement</td>
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<tr>
<td>1st Floor</td>
<td>$16.23</td>
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<tr>
<td>2nd Floor</td>
<td>$14.43</td>
</tr>
</tbody>
</table>

### OBSERVED HOLIDAYS 2018
- New Year's Day, Monday January 1, 2018
- Dr. Martin Luther King, Jr.'s Birthday, Monday January 15, 2018
- Memorial Day, Monday May 28, 2018
- Fourth of July, Wednesday July 4, 2018
- Labor Day, Monday, September 3, 2018
- Wednesday, November 21, 2018, building closes at 3:00pm
- Thanksgiving Day, Thursday, November 22, 2018
- Friday After Thanksgiving, Friday, November 23, 2018
- Christmas Eve, Monday December 24, 2018
- Christmas Day, Tuesday December 25, 2018
- New Year's Eve, Monday December 31, 2018 close at 3:00pm

### PROPOSED FURLough DAY BUILDING CLOSINGS
- Presidents Day, Monday, February 19, 2018
- Veterans Day observed, Monday, November 12, 2018
Memorandum

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

From: Johanna Leonard, Community Development Director
      Paul Zalmezak, Economic Development Manager
      Cindy Plante, Economic Development Coordinator

Subject: Resolution 46-R-18, Amendment to the Commercial Lease of City-Owned Property located at 727 Howard Street to Hip Circle Empowerment Center

Date: June 19, 2018

Recommendation
Staff recommends City Council adoption of Resolution 46-R-18, authorizing the City Manager to amend the five year lease agreement with Hip Circle Empowerment Center located in city-owned property at 727 Howard Street to account for additional expenses related to construction of tenant improvements.

Funding Source:
Funding of up to $40,350 will be 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. See Resolution 23-R-18, approved April 23, 2018, for loan details.

Livability Benefits:
Economy & Jobs: retain and expand local businesses, expand job opportunities.

Summary:
Founded by Malik Turley in 2010, Hip Circle Empowerment Center offers community programming as well as dance and fitness classes for women and girls. The organization is currently located at 709 Washington Street in the Main-Dempster Mile business district. Ms. Turley has been an active part of the business community, including the Evanston Chamber, Black Business Consortium, and Main-Dempster Mile board, where she served as the organization’s first president. Previously known as Hip Circle Studio, the business was restructured in 2017 to become a nonprofit organization.
On April 23, 2018, the City Council approved a lease agreement with Hip Circle Empowerment Center for a period of 5 years, with one consecutive five year option. The space is approximately 1,510 square feet. The recommended base rent for the space is $15 per square foot for an annual rent of $22,650 or $2,333.62 monthly. Hip Circle is responsible for taxes and utilities. These terms remain unchanged.

Hip Circle Empowerment Center is current on payments; the first payment was due June 1, 2018. However, commencement of construction of the project has been delayed. Additional expenses and scope were identified after city staff provided an initial inspection and plan review. The initial contractor hired by Hip Circle Empowerment Center decided to back out of the project. A new contractor has been identified and will begin work upon City Council approval of the new lease terms.

Proposed Amendments:

1. **Increase “vanilla box” / build out budget to $40,350.**
   
   Upon inspection of the property by city staff, the scope of the project increased including a significant renovation of the bathrooms to meet ADA requirements and the relocation of an electrical service box. The updated budget is attached. The “vanilla box” buildout expense has increased from $25,000 to $40,350. Additional expenses beyond vanilla box will be covered by Hip Circle Empowerment Center.

2. **Delay rent payments until October 1, 2018**

   Staff recommends amending the lease to require the second rent payment to occur on October 1, 2018 to provide Hip Circle Empowerment Center financial relief while the space is under construction. The first five year term of the lease will now terminate on September 30, 2023. An up-front rent free period has been a typical practice in other leases of city owned properties to allow for the space to be constructed during the period there is no revenue produced for the tenant.

**Background:**

The 727-729 Howard Street property consists of a single-story commercial building with two vacant storefront spaces totaling about 3,700 square feet. The space was previously used as a dry cleaners/laundromat, storefront church, and various retailers. The City of Evanston acquired the building in 2011 using funding from the Howard-Ridge TIF with the intent of redeveloping the space for either a performing arts or restaurant use.

In 2016, staff released a solicitation offering two City-owned properties located at 633 Howard Street and 727-729 Howard Street. The solicitation sought proposals for new users for both spaces that would bring vitality, energy, and new businesses to Howard Street and bring daytime traffic to the area. Only one proposal was submitted for the 727-729 space, and the prospective tenant opted not to move forward. Staff has continued to market the building while leasing it for short-term temporary uses such as equipment storage and pop-up theater productions.
The proposed use by Hip Circle Empowerment Center will help to fill a portion of the vacant building and bring additional daytime visitors to the Howard Street corridor, which will support neighboring businesses and help build interest in the adjacent vacant space.

**Legislative History**
City Council approved the loan and lease with Hip Circle Empowerment Center on April 23, 2018.

**Attachments:**
Resolution 46-R-18 with Lease Agreement
A RESOLUTION

Authorizing the City Manager to Execute an Amendment to the Commercial Lease of City-Owned Real Property Located at 727 Howard Street to Hip Circle Empowerment Center

WHEREAS, the City of Evanston owns certain real property located at 727 Howard Street, Evanston, Illinois 60202, which is improved with a single story commercial unit (the “Property”); and

WHEREAS, on April 23, 2018, the City Council adopted Ordinance 60-O-18 approving a 5-year lease agreement with Hip Circle Empowerment Center, an Illinois not-for-profit corporation; and

WHEREAS, the renovation costs to renovate the Property are higher than previously projected to deliver the “Vanilla Box” improvements to the tenant; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Evanston to negotiate and execute the attached amendment to the lease by and between the City, as Landlord, and Hip Circle Empowerment Center, as the Tenant,

NOW THEREFORE, 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 a First Amendment to Lease Agreement (“Amendment”) with Hip Circle Empowerment Center, attached hereto and incorporated by reference as Exhibit “1”.
SECTION 2: Pursuant to modified language authorized by this resolution, the total tenant improvement cost to be paid by the City is $40,350.

SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Amendment as he may determine to be in the best interests of the City.

SECTION 4: This Resolution 46-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.

________________________________
Stephen H. Hagerty, Mayor

Attest:      Approved as to form:

_________________________  ________________________________
Devon Reid, City Clerk     Michelle L. Masoncup, Corporation Counsel

Adopted: __________________, 2018
EXHIBIT 1
LEASE AMENDMENT
THIS FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT ("Commercial Lease Amendment"), is made and entered into as of __________, 2018, by and between the City of Evanston, an Illinois municipal corporation (the “Landlord”), and Hip Circle Empowerment Center, an Illinois not-for-profit corporation (“Tenant”).

RECITALS

A. The Landlord and Tenant entered into a commercial lease agreement to lease certain commercial property located at 727 Howard Street (the “Commercial Lease Agreement”), which is attached hereto as Exhibit “A” and incorporated herein by reference.

B. The Initial budget to renovate the property at 727 Howard commercial lease space was $49,889.50. Since the budget was presented to the City Council in April 2018, the renovation must also address ADA bathroom requirements and electrical system updates, both improvements are traditional Landlord expenses to deliver a commercial space. The revised budget is now $76,308. The Landlord’s portion of the total improvement budget will be increased from $25,000 to $40,350. Lastly, the payments will be processed with the contractor in the manner outlined below.

C. Due to the delay in delivering the renovated spaced, the Landlord and Tenant desire to modify the first date that the rent is due and payable from June 1st to September 1st, 2018.

NOW THEREFORE, in consideration of the premises set forth above, and the mutual agreements hereinafter set forth below, it is hereby agreed by and between the parties hereto as follows:

1. INCORPORATION OF RECITALS

The representations set forth in the foregoing recitals are material to this Commercial Lease Amendment and are hereby incorporated into and made a part of this Commercial Lease Amendment as though they were fully set forth in this Article 1.

2. MODIFICATIONS TO THE AGREEMENT

a. Rent. The parties acknowledge and agree that the following language will fully replace the existing language in the Commercial Lease Agreement to modify the date that the first rent payment is due from June 1, 2018 to September 1, 2018. The language shall read as follows:

   (a) Fixed Rent. The tenant’s first rent payment is due on or before September 1, 2018, and every month thereafter due on or before the first of the month (“Rent Commencement Date”), and subject to the terms of this Lease, Tenant agrees to pay to Landlord for lease of the Premises the Rent described below: The Rent for the first year of the Primary Term is One Thousand Eight Hundred Seventy Five ($1,875) per month, $22,500 per year. For every subsequent Lease Year, the annual rent shall be increased in an amount equal to the Consumer Price Index for that Lease Year and will be adjusted to cover increased property taxes assessed against the property by the Cook County Assessor.
b. **Tenant Improvements.** The parties acknowledge and agree that the following language will fully replace the existing language in the Commercial Lease Agreement to modify the tenant improvements. The language shall read as follows:

(a) **Overview of Cost of Improvements:** The estimated cost to renovate the Premises for Tenant’s intended use is a total of $76,308 ("Tenant Improvement Budget"). Attached as Exhibit C is the Budget for the Improvements.

(b) **Vanilla Box Improvements:** Landlord will fund a portion of the Tenant Improvement Budget. The City will pay $40,350 (Forty Thousand Three Hundred and Fifty Dollars) of the total Tenant Improvement Budget at City’s sole expense, which account for the vanilla box improvements (the “Vanilla Box Improvements”). The parties agree that certain improvements to Premises are necessary to bring the Premises to a “Vanilla Box” standard, including drywall, basic flooring, installation of ADA compliant bathroom, plumbing, electrical, and HVAC updates which are standard expenses for the Landlord to cover.

(e) **Invoices from Contractor and Subcontractor:** Tenant will process the invoices from the contractor and the subcontractors and submit for payment to the Landlord. The Landlord will review the invoices and submit payment directly to the contractors after receipt of a lien waiver. The Contractor payments and deposits will be administratively handled as follows:

1. The contractor requires a 10% deposit up front. Hip Circle will issue half of the deposit and the City pays the other half, $3,815.40 per party.

2. Contractor may only request payments no more than twice monthly. The Parties anticipate that the payments will be made in installments of $15,358 per payment, total of four payments.

3. Final of the four payments will occur at project completion and certificate of occupancy. All lien waivers must to be submitted prior to payment.

4. City will release each of the four payments upon presentation of contractor invoices and lien waivers (where applicable).

4. **MISCELLANEOUS PROVISIONS**

   a. Except as specifically amended herein, all of the terms, covenants, representations, warranties, conditions and stipulations contained in the Commercial Lease Agreement are ratified and confirmed in all respects and shall continue to apply with full force and effect.

   b. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Commercial Lease Agreement.
c. This Commercial Lease Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

d. A facsimile signature shall be deemed an original signature.

e. This Commercial Lease Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]
IN WITNESS WHEREOF, this Commercial Lease Amendment approved and executed by the parties as of the date and year first above set forth above.

<table>
<thead>
<tr>
<th>TENANT:</th>
<th>LANDLORD:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hip Circle Empowerment Center</strong>, an Illinois not-for-profit corporation</td>
<td><strong>City of Evanston</strong>, an Illinois municipal corporation</td>
</tr>
<tr>
<td>By: __________________________</td>
<td>By: __________________________</td>
</tr>
<tr>
<td>Print Name: __________________</td>
<td>Print Name: __________________</td>
</tr>
<tr>
<td>Its: President</td>
<td>Its: __________________________</td>
</tr>
</tbody>
</table>

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EXHIBIT A

Commercial Lease Agreement
Memorandum

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

From: Hitesh Desai, CFO/Treasurer
      Ashley King, Budget & Finance Manager

Subject: Ordinance 67-O-18, Updating Authorized Signatories and Financial Institutions
   for Deposits/Investments of City Funds

Date: May 29, 2018

Recommended Action:
Staff recommends City Council adopt Ordinance 67-O-18 to allow the City to invest money
using services of 5/3 Securities, Inc., PFM Investment Services and Wintrust Community
Bank.

Livability Benefits:
Innovation & Process: Support local government best practices and processes

Summary:
The City would like to amend the list of financial institutions which may have non-fiduciary
investments to include PFM and Fifth Third. The new list is as follows:

   JP Morgan Chase
   1st Bank of Evanston
   PMA Financial Network, Inc.
   Byline Bank
   Zions First National Bank
   US Bank
   The Vanguard Group
   Wells Fargo
   MB Financial
   BMO Harris
   Illinois Metropolitan Investment Fund
   Illinois Funds
   **PFM Investment Services**
   **5/3 Securities Inc.**
   **Wintrust Community Bank**

Attachments:
Ordinance 67-O-18

563 of 632
AN ORDINANCE

Updating Authorized Signatories and Financial Institutions for Deposits/Investments of City Funds

WHEREAS, the City of Evanston (hereinafter, the “City”), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any home rule power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, pursuant to 65 ILCS 5/3.1-35-50, the municipal treasurer is authorized to deposit all funds and money belonging to the City in depositories designated by ordinance of the corporate authorities; and

WHEREAS, the City of Evanston, Cook County, Illinois maintains its savings, checking, and investment accounts at various institutions; and

WHEREAS, it is necessary and appropriate for the City Council to approve by ordinance those financial institutions and brokers with whom the City is authorized to invest, and those City employees authorized by the City Council as signatories on various City financial institution accounts,

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

SECTION 1: That the foregoing recitals are found as fact and made a part hereof.
SECTION 2: The following individuals may be authorized signatories on various City financial institution accounts:

Wally Bobkiewicz, City Manager
Hitesh Desai, Chief Financial Officer/City Treasurer
Ashley King, Budget & Finance Manager
Andrew Villamin, Accounting Manager

SECTION 3: Authorized City staff may invest City non-fiduciary funds with the following financial institutions and/or brokers:

JP Morgan Chase
1st Bank of Evanston
PMA Financial Network, Inc.
Byline Bank (formerly First Bank and Trust)
Zions First National Bank
US Bank
The Vanguard Group
Wells Fargo
MB Financial
BMO Harris
Illinois Metropolitan Investment Fund
Illinois Funds
5/3 Securities, Inc.
PFM Investment Services
Wintrust Community Bank

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

SECTION 5: If any provision of Ordinance 67-O-18 or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid application of this Ordinance is severable.

SECTION 6: Ordinance 67-O-18 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
Introduced: _________________, 2018

Adopted: _________________, 2018

Approved: _____________________, 2018

______________________________

Stephen H. Hagerty, Mayor

Attest:

______________________________

Devon Reid, City Clerk

Approved as to form:

______________________________

Michelle L. Masoncup, Interim Corporation Counsel
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 72-O-18, Increasing the Onsite Beer Sample Sale Size Limit From 24 to 32 ounces for the Class K license Class.

Date: June 25, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 72-O-18, amending Evanston City Code Subsection 3-4-6-(K) to increase the onsite beer sample sale size limit from 24 to 32 ounces.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 72-O-18 will permit Class K license holders to increase onsite beer sample sales limits from 24 to 32 ounces. Class K license holders are currently allowed to sell samples of beer for onsite consumption, not to exceed 24 ounces. This amendment would increase the beer sample sales limit from 24 to 32 ounces.

Beer on Central, LLC d/b/a Beer on Central, 1930 Central Street (“Company”) requested the amendment. Company representatives Peter O’Malley and Brian O’Malley attended the liquor board meeting.

Legislative History:
At the May 23, 2018 Liquor Control Review Board meeting, Company requested consideration of increasing the onsite beer limits for Class K.

Attachments:
Ordinance 72-O-18
Minutes of the May 23, 2018 Liquor Control Review Board meeting
AN ORDINANCE

Amending City Code Section 3-4-6-(K) to Increase the Onsite Sample Sale Limit of Beer From Twenty-Four Fluid Ounces to Thirty-Two Fluid Ounces

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

SECTION 1: Subsection 3-4-6-(K) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing onsite sample sale limit of beer for Class K liquor licenses from twenty-four (24) fluid ounces to thirty-two (32) fluid ounces as follows:

(K) Class K licenses, which shall authorize the retail sale of alcoholic liquor, wine and beer for consumption off the premises and the sale of wine and beer for consumption on the premises to persons of at least twenty-one (21) years of age.

1. It shall be unlawful for a Class K licensee to sell a single sealed container of wine for consumption off premises unless the container is greater than or equal to sixteen (16) fluid ounces or 0.473 liters.

2. It shall be unlawful for a Class K licensee to sell a container of craft beer for consumption off the premises unless the volume of the container is greater than or equal to twelve (12) ounces or 0.355 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 (6) single containers of beer, including such packages consisting of various single containers of beer chosen by the consumer.

3. Class K licensees may during authorized hours of business offer for on-site consumption beer and/or wine for retail sale. Licensees shall not provide more than three (3) free samples of wine, each of which shall 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 shall not exceed six (6) fluid ounces and the total volume of all wine samples sold to a person in a day shall not exceed twelve (12) fluid
ounces. Licensees shall not provide and/or sell more than a total of fifteen (15) fluid ounces of wine samples to any person in a day.

Licensees shall not provide more than three (3) free samples of beer, each of which shall 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 shall not exceed twelve (12) fluid ounces and the total volume of all beer samples sold to a person in a day shall not exceed twenty-four (24) thirty-two (32) fluid ounces. Licensees shall not provide and/or sell more than a total of thirty (30) thirty-eight (38) fluid ounces of beer samples to any person in a day.

Licensees must have at least one (1) BASSET-certified site manager on-premises whenever offering wine and beer for tasting or retail sale for on-site consumption. All persons who sell, open, pour, dispense or serve craft beer or wine shall be BASSET certified. Licensees must provide food service when offering wine and beer for tasting. Beer or wine sold within the licensed premises for consumption on the premises shall not be removed from the licensed premises. Beer or wine for product sampling or retail sale for on-site consumption shall be sold and dispensed only in containers provided by the licensee.

4. The licensed premises shall not exceed a gross area of five thousand (5,000) square feet total.

5. Not less than ten percent (10%) but not more than twenty percent (20%) of total gross square foot area of the licensed premises shall be designated for the sale of food.

6. Not more than two percent (2%) of total gross square foot area of the licensed premises may be designated for the sale of alcoholic liquor other than wine and beer.

7. Licensees who during authorized hours of business, offer for on-site consumption samples of beer and/or wine shall provide limited food service such as cheese, crackers, snack food or other similar deli-style items to customers who are sampling beer and/or wine.

8. No such license may be granted to an establishment that is located within the core area as defined in Section 3-4-1 of this Chapter.

9. The sale of wine and/or beer for consumption off site shall be limited to the hours of 8:00 a.m. until Midnight on any given day. The sale of wine and/or beer for consumption on site shall be from 10:00 a.m. until 9:00 p.m. Monday through Thursday; 10:00 a.m. until 10:00 p.m. Friday through Saturday; 12:00 noon until 9:00 p.m. on Sunday.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.
The annual single payment fee for initial issuance or renewal of such license shall be five thousand dollars ($5,000.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable according to the provisions of Section 3-4-7 of this Chapter, shall be five thousand one hundred sixty dollars ($5,160.00).

No more than three (3) 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

Approved:

Adopted: _________________, 2018                     _________________, 2018

____________________________________________________

Stephen H. Hagerty, Mayor

Attest: 

Approved as to form:

____________________________________________________

Devon Reid, City Clerk                     Michelle L. Masoncup, Interim Corporation Counsel
MEETING MINUTES

Liquor Control Board
Wednesday, May 23, 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: Theresa Whittington, Mario Treto

Others Present: Peter O’Malley (Beer on Central); Brian O’Malley (Beer on Central); Amy Morton (Found Kitchen); Sandeep Ghaey (Vinic Wine)

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

Beer on Central, 1930 Central St.

Class K license holders are currently allowed to offer for sale samples of beer for onsite consumption, not to exceed 24 fl oz and free samples of beer, not to exceed 6 fl oz. Peter O’Malley (PO), owner, requested consideration of amendment to Class K to increase onsite consumption limit of beer from 30 fl oz to 48 fl oz. PO stated that the 30 fl oz limit is challenging. PO says they are not a bar and have no intentions of becoming one. They don’t have a TV and they don’t stay open late. Brian O’Malley (BO), owner, stated that the 30 fl oz limit is awkward because container sizes of packaged items do not align with the onsite consumption limits. For instance, two 16 fl oz cans exceeds the onsite limit. PO says the increased limits will allow them a little more flexibility. PO pointed out that all employees are BASSET certified for on premise and off premise consumption. Mayor Hagerty expressed an interest in maintaining equity and consistency across liquor licenses. Mayor Hagerty asked how this adjustment would impact other liquor licenses. Theresa Whittington explained that the change would be applicable to the other Class K license holders: Vinic Wine and The Wine Goddess. It would also impact Binny’s who holds a class F-2 license and is currently limited to 30 fl oz onsite sample sales. PO stated that the craft brewers are allowed to offer onsite consumption without limits. Theresa Whittington pointed out that those businesses, unlike Class K, are required to offer expanded food service as a condition of their license. Dick Peach stated that craft beers are much higher in alcohol content than the typical standard beer that BASSET consumption charts are based on. He said that beers with 12-15% alcohol are often served as 6 fl oz pours because of the potency. 48 fl oz is concerning to him, given the higher alcohol content of craft beers. BO countered that 48 fl oz is the maximum requested and not the minimum. Marion
Macbeth thinks the breweries ought to have onsite consumption limits. The requirements should be consistent across all license classes. She favors limiting onsite sampling at all establishments. Mayor asked for the rationale of limiting breweries and specialty shops but not limiting onsite consumption at restaurants. Marion favors limits. She does not support increasing the max limit to 48 fl oz for Class K. PO stated that he is not aware of the craft breweries experiencing any issues with over consumption in spite of having no limits to onsite consumption. Mayor Hagerty stated that he is not aware of any issues with breweries who don’t have limits. Mayor Hagerty recognizes the double standard and would like to address it. Dick Peach does not want to create barriers for the breweries. Sandeep Ghaey expressed that business owners don’t want their customers getting in trouble and while 48 fl oz may sound like a lot, the staff must monitor on an individual basis. Dick Peach favors removing restrictions and handle issues on an individual basis. Marion Macbeth disagrees and worries a situation will be created that causes problems. Mayor Hagerty appreciates the sentiment. Mayor Hagerty feels 48 fl oz is a big jump. People don’t want a bar on Central Street. Mayor Hagerty is in favor of increasing the sample sale limits to 32 fl oz. PO stated that he still feels it is inequitable compared to the craft breweries. Mayor Hagerty stated that there is a lot to think about on this general issue.

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 an amendment to be introduced at the City Council meeting on June 25, 2018.

Found Restaurant, 1631 Chicago Ave/The Barn, 1016, Rear, Church St.
Amy Morton (AM), Owner, requested consideration of amendment to allow Sunday alcohol service to begin at 10:30 a.m. for class D licenses (restaurant/liquor). AM would like earlier hours to accommodate Sunday brunch. Mayor Hagerty asked if there was any issue with changing Sunday hours to begin at 10 am on Sundays. Marion Macbeth stated that the hours should be consistent across the board. Theresa Whittington asked if the change is applying only to Class D or all restaurant license classes. Mayor Hagerty stated that the change to 10 a.m. would be for Sunday only across all restaurant license classes.

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 an amendment to be introduced at the City Council meeting on June 25, 2018.

ADJOURNMENT
The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 11:52 a.m. May 23, 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 73-O-18, Amending Sunday Service Hours to Begin at 10 a.m.
         for Restaurant Liquor Licenses

Date: June 25, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 73-O-18, amending Evanston City Code Subsections 3-4-6-(A), 3-4-6-(C), 3-4-6-(C-1), 3-4-6-(D), 3-4-6-(H), 3-4-6-(I), and 3-4-6-(J) to amend Sunday alcohol service hours to begin at 10 a.m.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 73-0-18 will permit restaurant license classes A, C, C-1, D, H, I, and J to begin alcohol service at 10 a.m. on Sundays.

Found Investments, dba: Found Restaurant, 1631 Chicago Avenue (“Company”) requested the amendment. Company representative Amy Morton attended the liquor board meeting.

Legislative History:
At the May 23, 2018 Liquor Control Review Board meeting, Company requested consideration of an amendment to Sunday alcohol service hours.

Attachments:
Ordinance 73-O-18
Minutes of the May 23, 2018 Liquor Control Review Board meeting
73-O-18
AN ORDINANCE

Amending Various Section of Title 3, Chapter 4, “Liquor Control Regulation,” to Allow Restaurant Liquor License Holders Sunday Alcohol Service Hours to Begin at 10:00 AM

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

SECTION 1: Classes A, C, C-1, D, H, I and J of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, are hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>Class</th>
<th>Type of Establishment</th>
<th>Liquor Type</th>
<th>Fee</th>
<th>Hour of Service</th>
<th>Core Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Restaurant/Beer and Wine Shop</td>
<td>Beer, Wine</td>
<td>$5,000</td>
<td>10 a.m. – 9 p.m. (Mon-Thurs); 10 a.m. – 10 p.m. (Fri-Sat); 12 p.m. – 10 a.m. (Sun)</td>
<td>None</td>
</tr>
<tr>
<td>C</td>
<td>Hotel or Restaurant</td>
<td>None</td>
<td>$4,300</td>
<td>11 a.m. — 1 a.m. (Mon-Wed); 11 a.m. — 2 a.m. (Thurs-Sat); 11 a.m. — 1 a.m. (Sun)</td>
<td>None</td>
</tr>
<tr>
<td>C-1</td>
<td>Hotel or Restaurant</td>
<td>None</td>
<td>$8,000</td>
<td>10 a.m. — 2 a.m. (Sun-Mon-Wed); 11 a.m. — 3 a.m. (Thurs-Sat); 10 a.m. — 2 a.m. (Sun)</td>
<td>None</td>
</tr>
<tr>
<td>D</td>
<td>Restaurant</td>
<td>None</td>
<td>$2,800</td>
<td>11 a.m. — 1 a.m. (Mon-Thurs); 11 a.m. – 2 a.m. (Fri-Sat); 12 p.m. – 10 a.m. (Mon-Thurs); 10 a.m. – 2 a.m. (Sun)</td>
<td>None</td>
</tr>
<tr>
<td>H</td>
<td>Restaurant</td>
<td>None</td>
<td>$2,800</td>
<td>11 a.m. — 10 p.m. (Mon-Sat); 12 p.m. — 10 p.m. (Sun)</td>
<td>None</td>
</tr>
<tr>
<td>I</td>
<td>Restaurant/Package Store</td>
<td>Liquor</td>
<td>$7,500</td>
<td>12 p.m. — 10 p.m. (Sun-Mon-Thurs);</td>
<td>None</td>
</tr>
</tbody>
</table>
### SECTION 2:  Subsection 3-4-6-(A) of the Evanston City Code of 2012, as amended, is hereby further amended by permitting the sale of alcohol on Sunday to begin at 10:00 a.m. to read as follows:

(A) CLASS A licenses, which shall authorize the retail sale of wine, refrigerated beer, and/or unrefrigerated beer, in original packages, for consumption off the premises that is incidental and complementary to the retail sale of pizzas, salads, fine cheeses, deli and gourmet food products, and related accessories. Each Class A license shall be issued subject to the following conditions:

1. Class A licenses shall authorize the retail sale only of wine, imported beer, and American craft beer, and of no other alcoholic liquors, for consumption off the premises.
2. Not more than twenty (20) percent of total gross square foot area of the licensed premises may be designated for the sale of wine, refrigerated beer, and/or unrefrigerated beer. No tobacco product of any kind shall be sold or offered for sale on the licensed premises.
3. Class A licensees must have at least one (1) BASSET-certified site Manager on-premises at all times.
4. The sale of wine, and/or beer shall be limited to the hours of 10:00 a.m. until 9:00 p.m. Monday through Thursday; 10:00 a.m. until 10:00 p.m. Friday through Saturday; 12:00 noon—10 a.m.—11 p.m. (Sun) (Fri-Sat)

The applicant for the renewal only of such licenses may elect to pay the amount herein semiannually. Such election shall be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license shall be five thousand dollars ($5,000.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable according to the provisions of Section 3-4-7 of this Chapter, shall be five thousand one hundred sixty dollars ($5,160.00).

No more than one (1) such licenses shall be in force at any one (1) time.
SECTION 3: Subsection 3-4-6-(C) of the Evanston City Code of 2012, as amended, is hereby further amended by permitting the sale of alcohol on Sunday to begin at 10:00 a.m. to read as follows:

(C) CLASS C licenses, which shall authorize the sale on the premises specified of alcoholic liquor only for consumption on the premises while food is available. Such licenses may be issued only to hotels or restaurants in the core area. Establishments holding Class C licenses must have some food service available when alcoholic liquor is being sold. The meanings of "hotel," "restaurant," and "core area" shall be as defined in 3-4-1 of this Chapter.

1. The sale of alcoholic liquor shall not take place between the hours of 1:00 a.m. and 11:00 a.m., except that sales may be made up to 2:00 a.m. on Friday, Saturday, Sunday mornings and up to 2:00 a.m. on the mornings of January 1, Memorial Day, July 4, Labor Day and Thanksgiving; however, no such sales shall be made between 2:00 a.m. and 10:00 a.m. on Sunday.

2. A licensee operating a licensed restaurant which leases space in a hotel, may sell alcoholic liquor to registered guests of that hotel. Any alcoholic liquor sold must be consumed on the premises of the hotel, and be sold while food service is available in the restaurant or hotel.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license shall be four thousand three hundred dollars ($4,300.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of 3-4-7 of this Chapter, shall be four thousand five hundred fifteen dollars ($4,515.00).

No more than twenty-six (26) such license(s) shall be in force at any one (1) time.

SECTION 4: Subsection 3-4-6-(C-1) of the Evanston City Code of 2012, as amended, is hereby further amended by permitting the sale of alcohol on Sunday to begin at 10:00 a.m. to read as follows:

(C-1) CLASS C-1 licenses, which shall authorize the sale on the premises specified of alcoholic liquor only for consumption on the premises while food is available. Such licenses may be issued only to hotels or restaurants in the core area.
Establishments holding Class C-1 licenses must have some food service available when alcoholic liquor is being sold. The meanings of "hotel," "restaurant" and "core area" shall be as defined in Section 3-4-1 of this Chapter.

1. The sale of alcoholic liquor shall not take place between the hours of 2:00 a.m. and 11:00 a.m., except that sales may be made up to 3:00 a.m. on Friday, Saturday, Sunday mornings and up to 3:00 a.m. on the mornings of January 1, Memorial Day, July 4, Labor Day and Thanksgiving; however, no such sales shall be made between 3:00 a.m. and 10:00 a.m. on Sunday.

The applicant for the renewal only of such licenses may elect to pay the amount required herein semiannually or annually. Such election shall be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license shall be eight thousand dollars ($8,000.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be eight thousand four hundred dollars ($8,400.00).

No more than zero (0) such license(s) shall be in force at any one (1) time.

SECTION 5: Subsection 3-4-6-(D) of the Evanston City Code of 2012, as amended, is hereby further amended by permitting the sale of alcohol on Sunday to begin at 10:00 a.m. to read as follows:

(D) CLASS D licenses, which shall authorize the retail sale in restaurants only of alcoholic liquor for consumption on the premises where sold. No such license may be granted to or retained by an establishment in which the facilities for food preparation and service are not primarily those of a "restaurant", as defined in 3-4-1 of this Chapter. Alcoholic liquor may be sold in restaurants holding Class D licenses only during the period when their patrons are offered a complete meal. Each Class D license shall be issued subject to the following conditions:

1. The sale of alcoholic liquor shall be limited to the hours of 11:00 a.m. until 1:00 a.m. Monday through Thursday; 11:00 a.m. until 2:00 a.m. Friday through Saturday; 10:00 a.m. until 1:00 a.m. on Sunday.

The applicant for the renewal only of such licenses may elect to pay the amount required herein semiannually or annually. Such election shall be made at the time of application.
The annual single-payment fee for initial issuance or renewal of such license shall be two thousand eight hundred dollars ($2,800.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be two thousand nine hundred forty dollars ($2,940.00).

No more than fifty (50) such license(s) shall be in force at any one (1) time.

SECTION 6: Subsection 3-4-6-(H) of the Evanston City Code of 2012, as amended, is hereby further amended by permitting the sale of alcohol on Sunday to begin at 10:00 a.m. to read as follows:

(H) CLASS H licenses, which shall authorize the sale in restaurants of alcoholic liquor for consumption on the premises where sold. No such license may be granted to or retained by an establishment in which the facilities for food preparation and service are not primarily those of a "restaurant," as defined in Section 3-4-1 of this Chapter. Alcoholic liquor may be sold in restaurants holding Class H licenses only during the period when patrons are offered a complete meal. The sale of alcoholic liquor shall only take place from 11:00 a.m. to 10:00 p.m., Monday through Saturday and from 12:00 noon10:00 a.m. to 10:00 p.m. on Sunday. No alcoholic liquor may be consumed on the premises after 10:30 p.m., Sunday through Saturday.

The applicant for the renewal of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license shall be two thousand eight hundred dollars ($2,800.00). The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be two thousand nine hundred forty dollars ($2,940.00).

No more than one (1) such license(s) shall be in force at any one (1) time.

SECTION 7: Subsection 3-4-6-(I) of the Evanston City Code of 2012, as amended, is hereby further amended by permitting the sale of alcohol on Sunday to begin at 10:00 a.m. to read as follows:

(I) CLASS I licenses, which shall authorize the retail sale in a restaurant of alcoholic liquor for both consumption on the licensed premises where sold, and for
consumption off the premises. No Class I license may be granted to or retained by an establishment in which the facilities for food preparation and service are not primarily those of a "restaurant", as defined in Section 3-4-1 of this Chapter. Each Class I license shall be subject to the following conditions:

1. The Class I license requires the licensee to operate both the restaurant and retail sales area. The licensee shall not assign the privilege to operate the retail sales area. Class I licenses authorize retail sales of alcoholic liquor in original packages to persons of at least twenty-one (21) years of age for consumption off the premises.

2. It shall be unlawful for a Class I licensee to sell a single container of wine in its original package unless the volume of the container is greater than or equal to three hundred seventy-five (375) milliliters.

3. It shall be unlawful for a Class I licensee to sell a single container of beer in its original package unless the volume of the container is greater than or equal to ten (10) ounces or two hundred ninety-five (295) milliliters.

4. It shall be unlawful for a Class I licensee to sell a single container of an alcoholic spirit in its original package unless the volume of the container is greater than or equal to two hundred (200) milliliters.

5. A Class I licensee shall sell alcoholic liquor in original packages for off-premises consumption at a cash register designated for the sale of such alcoholic liquor and which is operated by a person of at least twenty-one (21) years of age.

6. Alcoholic liquor may be sold in restaurants holding Class I licenses for consumption on the licensed premises only when their patrons are offered expanded food service during the hours set forth in this Section. An expanded food service shall consist of such items as sandwiches, flatbreads, empanadas, hot dogs, salads, or other similar a la carte items to customers who are purchasing a wine, beer, or alcoholic spirit.

7. The sale of alcoholic liquor for both on premises consumption, and for consumption off the premises, shall begin after 12:00 p.m. Monday through Saturday and 10:00 a.m. on Sunday. Alcoholic liquor shall not be sold after the hour of 11:00 p.m. on any given Friday or Saturday.

8. Class I licenses shall permit the tasting of samples of beer, wine, and alcoholic spirits, 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 samples, each of which shall not exceed one (1) fluid ounce for wine, two (2) fluid ounces for beer, and one-quarter (0.25) fluid ounce for alcoholic spirits, to any person in a day. Licensees must have at least one (1) BASSET-certified site manager on-premises whenever offering wine, beer, or alcoholic spirits for tasting. Licensees must provide food service when offering wine, beer, and/or alcoholic spirits for tasting.

9. Class I license fees are as follows:
The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual single-payment fee for initial issuance or renewal of such license shall be seven thousand five hundred dollars ($7,500.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be seven thousand eight hundred seventy-five dollars ($7,875.00).

No more than two (2) such license(s) shall be in force at any one (1) time.

SECTION 8: Subsection 3-4-6-(J) of the Evanston City Code of 2012, as amended, is hereby further amended by permitting the sale of alcohol on Sunday to begin at 10:00 a.m. to read as follows:

(J) CLASS J licenses, which shall authorize the retail sale of beer in combination brewpub restaurants, which beer is brewed by the licensee at any of its designated premises in a brew pub for consumption on or off the licensed premises and the sale of alcoholic liquor excluding beer for consumption on the premises where sold. Notwithstanding any of the foregoing, the on-premises consumption of beer and other alcoholic liquor is permitted only in the restaurant area.

No Class J license may be granted to, or retained by, an establishment in which the facilities for food preparation and service are not primarily those of a "restaurant," as defined in Section 3-4-1 of this Chapter. Establishments holding Class J licenses must have some food service available when alcoholic liquor, including beer brewed at any of the licensee's designated locations, is being sold. Class J licenses authorize retail sales of beer for off-premises consumption only in original packages to persons of at least twenty-one (21) years of age, Class J licenses shall be issued only to premises located within the core area.

Each Class J license shall be subject to the following conditions:

1. It shall be unlawful for a Class J licensee to sell a single container of beer for off-premises consumption unless the container is greater than or equal to twenty-two (22) fluid ounces or .65 liters.

2. Beer purchased in original packages for consumption off the licensed premises shall not be consumed in the restaurant. All beer sold for consumption off the premises shall be placed in a paper or plastic bag prior to its delivery to the purchaser.
3. During authorized hours of business, Class J licensees may offer for onsite consumption samples of beer brewed by the licensee and permitted to be sold pursuant to this classification. Licensees shall not provide more than three (3) free samples, each of which shall not exceed two (2) fluid ounces, to any person in a day. Licensees may sell for onsite consumption samples of the beer permitted to be produced and sold pursuant to this classification, provided the total quantity of the sampling package, regardless of the number of containers in which the beer is being served, does not exceed sixteen (16) fluid ounces.

4. It shall be unlawful for the holder of a Class J license to offer for sale at retail any beer in original packages for consumption off the premises where sold before the hour of 10:00 a.m., or after the hour of 10:00 p.m., on Monday through Thursday; before the hour of 10:00 a.m., or after the hour of 11:00 p.m., Friday and Saturday; and before the hour of 11:00 p.m. and after the hour of 10:00 p.m. on Sunday.

5. The combination brewpub restaurant must have a valid brew pub license from the State of Illinois for the brewing of beer. The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual fee for such license shall be seven thousand five hundred dollars ($7,500.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable to the provisions of Section 3-4-7 of this Chapter, shall be seven thousand eight hundred seventy-five dollars ($7,875.00).

No more than two (2) such license(s) shall be in force at any one (1) time.

SECTION 9: All ordinances or parts of ordinances in conflict herewith 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 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 12: 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:

______________________________
Michelle L. Masoncup, Interim Corporation Counsel

______________________________
Devon Reid, City Clerk
MEETING MINUTES

Liquor Control Board
Wednesday, May 23, 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:  Theresa Whittington, Mario Treto

Others Present:  Peter O’Malley (Beer on Central); Brian O’Malley (Beer on Central); Amy Morton (Found Kitchen); Sandeep Ghaey (Vinic Wine)

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

Beer on Central, 1930 Central St.
Class K license holders are currently allowed to offer for sale samples of beer for onsite consumption, not to exceed 24 fl oz and free samples of beer, not to exceed 6 fl oz. Peter O’Malley (PO), owner, requested consideration of amendment to Class K to increase onsite consumption limit of beer from 30 fl oz to 48 fl oz. PO stated that the 30 fl oz limit is challenging. PO says they are not a bar and have no intentions of becoming one. They don’t have a TV and they don’t stay open late. Brian O’Malley (BO), owner, stated that the 30 fl oz limit is awkward because container sizes of packaged items do not align with the onsite consumption limits. For instance, two 16 fl oz cans exceeds the onsite limit. PO says the increased limits will allow them a little more flexibility. PO pointed out that all employees are BASSET certified for on premise and off premise consumption. Mayor Hagerty expressed an interest in maintaining equity and consistency across liquor licenses. Mayor Hagerty asked how this adjustment would impact other liquor licenses. Theresa Whittington explained that the change would be applicable to the other Class K license holders: Vinic Wine and The Wine Goddess. It would also impact Binny’s who holds a class F-2 license and is currently limited to 30 fl oz onsite sample sales. PO stated that the craft brewers are allowed to offer onsite consumption without limits. Theresa Whittington pointed out that those businesses, unlike Class K, are required to offer expanded food service as a condition of their license. Dick Peach stated that craft beers are much higher in alcohol content than the typical standard beer that BASSET consumption charts are based on. He said that beers with 12-15% alcohol are often served as 6 fl oz pours because of the potency. 48 fl oz is concerning to him, given the higher alcohol content of craft beers. BO countered that 48 fl oz is the maximum requested and not the minimum. Marion
Macbeth thinks the breweries ought to have onsite consumption limits. The requirements should be consistent across all license classes. She favors limiting onsite sampling at all establishments. Mayor asked for the rationale of limiting breweries and specialty shops but not limiting onsite consumption at restaurants. Marion favors limits. She does not support increasing the max limit to 48 fl oz for Class K. PO stated that he is not aware of the craft breweries experiencing any issues with over consumption in spite of have no limits to onsite consumption. Mayor Hagerty stated that he is not aware of any issues with breweries who don’t have limits. Mayor Hagerty recognizes the double standard and would like to address it. Dick Peach does not want to create barriers for the breweries. Sandeep Ghaey expressed that business owners don’t want their customers getting in trouble and while 48 fl oz may sound like a lot, the staff must monitor on an individual basis. Dick Peach favors removing restrictions and handle issues on an individual basis. Marion Macbeth disagrees and worries a situation will be created that causes problems. Mayor Hagerty appreciates the sentiment. Mayor Hagerty feels 48 fl oz is a big jump. People don’t want a bar on Central Street. Mayor Hagerty is in favor of increasing the sample sale limits to 32 fl oz. PO stated that he still feels it is inequitable compared to the craft breweries. Mayor Hagerty stated that there is a lot to think about on this general issue.

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 an amendment to be introduced at the City Council meeting on June 25, 2018.

**Found Restaurant, 1631 Chicago Ave/The Barn, 1016, Rear, Church St.**

Amy Morton (AM), Owner, requested consideration of amendment to allow Sunday alcohol service to begin at 10:30 a.m. for class D licenses (restaurant/liquor). AM would like earlier hours to accommodate Sunday brunch. Mayor Hagerty asked if there was any issue with changing Sunday hours to begin at 10 am on Sundays. Marion Macbeth stated that the hours should be consistent across the board. Theresa Whittington asked if the change is applying only to Class D or all restaurant license classes. Mayor Hagerty stated that the change to 10 a.m. would be for Sunday only across all restaurant license classes.

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 an amendment to be introduced at the City Council meeting on June 25, 2018.

**ADJOURNMENT**

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 11:52 a.m. May 23, 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 74-O-18, Decreasing the Number of Class C Liquor Licenses for Cheesie’s Pub and Grub LLC dba Cheesie’s Pub and Grub, 622 Davis Street.

Date: June 25, 2018

Recommended Action:
Staff recommends City Council adoption of Ordinance 74-O-18, amending Evanston City Code Subsection 3-4-6-(C) to decrease the number of Class C Liquor Licenses from twenty-five (25) to twenty-four (24). Staff recommends suspension of the rules for Introduction and Action at the June 25, 2018 City Council meeting.

Livability Benefit:

Summary:
Ordinance 74-O-18 amends Evanston City Code of 2012 Subsection 3-4-6-(C), as amended, to decrease the number of authorized Class C liquor licenses from twenty-five (25) to twenty-four (24). Cheesie’s Pub and Grub, LLC, dba Cheesie’s Pub and Grub, 622 Davis Street is closed. This Ordinance amends the City Code to reflect the decrease in Class C liquor licenses.

Attachments:
Ordinance 74-O-18
AN ORDINANCE

Amending City Code Section 3-4-6-(C) to Decrease the Number of Class C Liquor Licenses from Twenty-Five to Twenty-Four (Cheesie’s Pub and Grub LLC dba Cheesie’s Pub and Grub, 622 Davis Street)

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

SECTION 1: Class D of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>C</th>
<th>Hotel or Restaurant</th>
<th>Liquor</th>
<th>None</th>
<th>$4,300</th>
<th>$4,300</th>
<th>$4,300</th>
<th>25 24</th>
<th>Core</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Core</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>11 a.m. — 1 a.m. (Mon-Wed); 11 a.m. — 2 a.m. (Thurs-Sat); 11 a.m. — 1 a.m. (Sun); 11 a.m. — 2 a.m. on New Year's Day, Memorial Day, Fourth of July, Labor Day and Thanksgiving</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 2: Subsection 3-4-6-(C) of the Evanston City Code of 2012, as amended, is hereby further amended by decreasing the number of Class C liquor licenses from twenty-five (25) to twenty-four (24) to read as follows:

(C) CLASS C licenses, which shall authorize the sale on the premises specified of alcoholic liquor only for consumption on the premises while food is available. Such licenses may be issued only to hotels or restaurants in the core area. Establishments holding Class C licenses must have some food service available when alcoholic liquor is being sold. The meanings of "hotel," "restaurant," and "core area" shall be as defined in 3-4-1 of this Chapter.
1. The sale of alcoholic liquor shall not take place between the hours of 1:00 a.m. and 11:00 a.m., except that sales may be made up to 2:00 a.m. on Friday, Saturday, Sunday mornings and up to 2:00 a.m. on the mornings of January 1, Memorial Day, July 4, Labor Day and Thanksgiving; however, no such sales shall be made between 2:00 a.m. and 11:00 a.m. on Sunday.

2. A licensee operating a licensed restaurant which leases space in a hotel, may sell alcoholic liquor to registered guests of that hotel. Any alcoholic liquor sold must be consumed on the premises of the hotel, and be sold while food service is available in the restaurant or hotel.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license shall be four thousand three hundred dollars ($4,300.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of 3-4-7 of this Chapter, shall be four thousand five hundred fifteen dollars ($4,515.00).

No more than twenty-five (25) twenty-five (24) such license(s) shall be in force at any one (1) time.

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

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: ________________ , 2018  
Adopted: ________________ , 2018  

Approved: 

______________________________, 2018  

_____________________________  
Stephen H. Hagerty, Mayor  

Attest:  

Approved as to form:  

_____________________________  
Michelle L. Masoncup, Interim Corporation Counsel  

_____________________________  
Devon Reid, City Clerk
Memorandum

To: Administration and Public Works Committee (A&PW)

From: Brian R. Scott, Fire Chief

Subject: Fire Department Services Evaluation

Date: June 25, 2018

Recommended Action:
Staff requests the Administration and Public Works Committee receive a report providing an overview and evaluation of current Fire Department staffing and resource delivery along with budgetary considerations for the department relative to FY2019.

Background:
The Evanston Fire Department (EFD) is an “all hazards” department comprised of 107 sworn members that currently respond annually to over 10,000 calls for service comprised of fires, medical emergencies as well as highly specialized technical rescues.

We operate with a daily minimum staffing of 26 personnel per 24 hour shift. This staffing minimum is designed to ensure that all front-line fire and EMS apparatus are properly staffed and are in service across the city’s five fire stations which are strategically located to maximize operational coverage and minimize response time (Table 1 and Attachment).

**TABLE 1**

<table>
<thead>
<tr>
<th>#</th>
<th>Type</th>
<th>Station Location</th>
<th>Staffing Per Vehicle</th>
<th>Total Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Engine Companies</td>
<td>1,2,3,4,5</td>
<td>3 - Officer, Driver, FF/Medic</td>
<td>15</td>
</tr>
<tr>
<td>2</td>
<td>Truck Companies</td>
<td>2,3</td>
<td>3 - Officer, Driver, FF/Medic</td>
<td>6</td>
</tr>
<tr>
<td>2</td>
<td>Ambulances</td>
<td>1,2</td>
<td>2 - FF/Medics</td>
<td>4</td>
</tr>
<tr>
<td>1</td>
<td>Incident Command</td>
<td>1</td>
<td>1 - Shift Chief Supervisor</td>
<td>1</td>
</tr>
</tbody>
</table>

**DAILY SHIFT TOTAL 26**

This daily staffing model has been effectively in place for over 35 years, during which time, calls for service have increased by over 71%. The department has always successfully met the challenges of increased service demand and will continue to do so as annual calls for service going forward are anticipated to increase at 2% per year.
**EFD Staffing and Response Time Evaluation:**
The current accepted national standard for minimum staffing and response time requirements relative to the organization and deployment of fire, EMS and special operations for career fire departments is National Fire Protection Standard (NFPA) 1710. The purpose of this standard is to specify the minimum criteria needed to address the effectiveness and efficiency of career fire departments in protecting the citizens of a jurisdiction as well as the occupational safety and health of department employees.

**Relative to NFPA 1710:**
- The EFD average travel response time in 2017 of 3:15 meets the standard for both fire and EMS response of 4 minutes.
- The department’s current daily staffing of 26 meets the national deployment staffing standard of 15 firefighters for low hazard structures (single family home < 2000 sq. feet).
- The department’s staffing **does not** meet the national deployment standard in the following areas:
  - Engine Company minimum staffing of 4.
  - Truck Company minimum staffing of 4.
  - Initial Alarm Deployment staffing for the following types of structure fires:
    - Commercial Building > 13,000 sq. feet (28 firefighters needed)
    - High Rise Building > 75 feet (43 firefighters needed)

**Staffing Comparison to Similar Departments:**
Evanston’s firefighting daily staffing level of 0.35 firefighters per 1000 residents is only slightly below the comparable’s average of 0.36. Our emergency travel response times are 30% faster than the comparable average of 4:13 (Table 2). It should be noted that all engine and truck companies in these communities are staffed with 3 members (1 officer and 2 firefighters).

### TABLE 2

<table>
<thead>
<tr>
<th>Department</th>
<th>Pop.</th>
<th>Staffing</th>
<th>Daily Staffing</th>
<th>Manning per 1k Pop</th>
<th>Manning per Area</th>
<th>Call Volume</th>
<th>Square Mileage</th>
<th>Stations</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elgin</td>
<td>112,123</td>
<td>133</td>
<td>32</td>
<td>0.29</td>
<td>0.84</td>
<td>11,634</td>
<td>37.93</td>
<td>7</td>
<td>3:30</td>
</tr>
<tr>
<td>Arlington Heights</td>
<td>75,525</td>
<td>106</td>
<td>25</td>
<td>0.33</td>
<td>1.50</td>
<td>10,045</td>
<td>16.63</td>
<td>4</td>
<td>3:30</td>
</tr>
<tr>
<td>Aurora</td>
<td>200,456</td>
<td>204</td>
<td>52</td>
<td>0.26</td>
<td>1.16</td>
<td>18,372</td>
<td>44.90</td>
<td>9</td>
<td>5:42</td>
</tr>
<tr>
<td>Des Plaines</td>
<td>58,141</td>
<td>92</td>
<td>22</td>
<td>0.38</td>
<td>1.52</td>
<td>8,066</td>
<td>14.49</td>
<td>3</td>
<td>2:59</td>
</tr>
<tr>
<td>Evanston</td>
<td>74,895</td>
<td>107</td>
<td>26</td>
<td>0.35</td>
<td>3.33</td>
<td>10,059</td>
<td>7.80</td>
<td>5</td>
<td>3:15</td>
</tr>
<tr>
<td>Joliet</td>
<td>147,861</td>
<td>209</td>
<td>51</td>
<td>0.34</td>
<td>0.81</td>
<td>21,672</td>
<td>62.76</td>
<td>9</td>
<td>5:30</td>
</tr>
<tr>
<td>Oak Park</td>
<td>51,774</td>
<td>63</td>
<td>21</td>
<td>0.41</td>
<td>4.48</td>
<td>6,828</td>
<td>4.69</td>
<td>3</td>
<td>4:25</td>
</tr>
<tr>
<td>Skokie</td>
<td>64,270</td>
<td>115</td>
<td>37</td>
<td>0.58</td>
<td>3.68</td>
<td>9,466</td>
<td>10.06</td>
<td>3</td>
<td>3:26</td>
</tr>
<tr>
<td>Waukegan</td>
<td>88,182</td>
<td>115</td>
<td>27</td>
<td>0.31</td>
<td>1.11</td>
<td>11,283</td>
<td>24.41</td>
<td>5</td>
<td>5:36</td>
</tr>
<tr>
<td>Average</td>
<td>97,025</td>
<td>127</td>
<td>32</td>
<td>0.36</td>
<td>2.05</td>
<td>11,936</td>
<td>24.85</td>
<td>5.3</td>
<td>4:13</td>
</tr>
</tbody>
</table>
Considerations Relative to FY2019 Budget

Budgetary savings within the department could be considered in three areas:

1. Community Outreach and Engagement
   The department could consider the elimination of one or more of its Public Education/Community Engagement programs which include:
   - Citizen Fire Academy
   - Fire Explorer Program
   - Public CPR Classes
   - ETHS Public Safety Program
   - Community Emergency Response Team (CERT)

   These programs directly affect about 400 members of the community each year as they advance the department’s commitment towards public education, diversity, community preparedness and public safety.

2. Holding of FTE Vacancies
   We could continue to hold 4 FTE vacancies within the department for FY2019. While overall savings from salaries and benefits would continue from FY2018, so would increased levels of over time to maintain daily staffing. Service delivery levels would remain intact.

3. Over-Time
   To reduce operational overtime costs, we could consider a reduction in daily staffing minimums. This would result in a reduction in the City’s daily firefighting and overall emergency response force and an increase in emergency response times.

   Please be advised that if the City ultimately determines that staffing levels should be changed that we would be contractually obligated to notify IAFF Local 742 of the reasons for the staffing reduction and upon written request from the Union, convene to discuss and negotiate the changes in good faith. If we are unable to come to an agreement within 20 days of this initial meeting, either party could invoke binding interest arbitration to determine the matter (Section 13.19 of the CBA City of Evanston/IAFF Local 742).

Attachment
- Map Fire Engine Response Times
AGENDA

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN FISKE, CHAIR

II. APPROVAL OF REGULAR MEETING MINUTES OF MAY 29, 2018

III. CONSENT CALENDAR

All matters listed under the Item III (3), Consent Calendar, are considered by the Committee to be routine and will be enacted in one motion without discussion. If discussion is desired, that item may be removed and considered separately.

(P1) Granting Vacation Rental License for 2001 Orrington
City staff recommends approval of a Vacation Rental License for the property located at 2001 Orrington Avenue. The Vacation Rental meets all of the Standards and Procedures for license approval. This item was held at Committee on May 29, 2018 until the June 25, 2018 Planning & Development Committee/City Council meeting.
For Action

IV. ITEMS FOR CONSIDERATION

(P3) Resolution 34-R-18, Approving a Plat of Resubdivision for 2020 Greenwood Street
City staff recommend adoption of Resolution 34-R-18 approving the proposed re-subdivision of the property located at 2020 Greenwood Street. The applicant, Nikita Turik, Co-Manager, Greenwood Storage, LLC, is proposing to re-subdivide the property into 2 lots. The storage facility will remain; the new lot will be created at the west end of the property. The proposed lots will exceed minimum lot dimension requirements for the district.
For Action
V. ITEMS FOR DISCUSSION

VI. COMMUNICATIONS

VI. ADJOURNMENT
Planning & Development Committee Meeting  
Minutes of May 29, 2018  
7:15 p.m.  
James C. Lytle Council Chambers - Lorraine H. Morton Civic Center


STAFF PRESENT: M. Treto, E. Storlie, S. Mangum, J. Leonard

OTHERS PRESENT:

PRESIDING OFFICIAL: Ald. Fiske

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN FISKE, CHAIR
A quorum being present, Ald. Fiske called the meeting to order at 7:18 p.m.

II. APPROVAL OF REGULAR MEETING MINUTES OF MAY 14, 2018
Ald. Revelle moved to approve the minutes of the May 14, 2018 meeting, seconded by Ald. Wynne.

The committee voted unanimously 6-0, to approve the May 14, 2018 minutes.

III. ITEMS FOR CONSIDERATION

(P1) Vacation Rental License for 2001 Orrington Avenue
City staff recommends approval of a Vacation Rental License for the property located at 2001 Orrington Avenue. The Vacation Rental meets all of the Standards and Procedures for license approval.

For Action

Ald. Fiske, requested to hold the item in committee noting that neighbors did not receive notices.

Irena Vujanovic, applicant, stated that notices were mailed and offered proof that the notices were sent to neighbors.

Ald. Fiske explained that she was contacted by neighbors addressing the fact that they did not receive notices.
Mary Bishop, neighbor, stated that she did receive her notice and intended to comment but will wait until the item is readdressed at the next meeting.

**Ald. Fiske stated the item would be held in Committee.**

**P2) Vacation Rental License for 1109 Garnett Place**

City staff recommends approval of a Vacation Rental License for the property located at 1109 Garnett Place. The Vacation Rental meets all of the Standards and Procedures for license approval.

**For Action**

Tor Lemhag, applicant, stated that he recently bought the property and described his plans to have long-term rental tenants with the occasional option to rent the property short term.

Ald. Fiske, spoke in concern noting that it would be better if units were owner occupied.

In response to Ald. Fiske, Mr. Lemhag, stated that the majority of homes on this street are rentals and are not owner occupied.

Resident in opposition, Marek Suszko, spoke regarding his concerns with the property noting that it is poorly maintained, and expressed concern with having another short-term rental nearby. He addressed the fact that another hotel has been approved on their street. Mr. Suszko noted the recent increase of families moving back into the neighborhood and decline of rentals. He also discussed concerns about the effect of short-term rentals on housing prices.

Ald. Revelle suggested discussion and decision about limiting short term rentals to owner-occupied residences be placed on the agenda for next meeting.

In response to Ald. Revelle, Ald. Wynne noted that this discussion has occurred multiple times due to the rising presence of short term rental housing. Ald. Revelle also noted the possibility of licensure.

Johanna Leonard, Community Development Director, stated that one of the goals following previous discussion was to monitor the vacation rentals prior to further discussion after a year. Ms. Leonard offered to bring back research that they prepared for the previous discussion for a possible July 9 discussion of AirBnb.
In response to Mr. Suszko, Mr. Lemhag stated that he has no intention of running a hotel and suggests that he be contacted directly with any concerns.

Linda Barr, 1110 Foster, spoke in opposition, addressing the tax increase and change within the neighborhood since she first moved there 23 years ago. She states that the neighborhood is the last reasonably priced neighborhood that is within walking distance to downtown and the lake.

**Ald. Wilson moved approval, seconded by Ald. Wynne. The Committee voted, 3-3 and the item will move forward without a recommendation.**

(P3) **Resolution 32-R-18, Plat of Resubdivision for 2652 Sheridan Road**

City staff recommends adoption of Resolution 32-R-18 approving the proposed resubdivision of the property located at 2652 Sheridan Road. The applicant, Joshua Siegel, representing Illinois Institute of Technology, is proposing to re-subdivide the property into 2 lots. The proposed lots will exceed the minimum lot dimension requirements for the district.

**For Action**

Ald. Revelle spoke in support and stated that the lot is big enough to provide for the subdivision.

In response to Ald. Rainey, Ald. Revelle explained that property was gifted to the Illinois Institute of Technology who wishes to subdivide and sell the property.

**Ald. Wynne moved to recommend approval of Resolution 32-R-18, seconded by Ald. Wilson. The Committee voted 6-0 to approve Resolution 32-R-18.**

(P4) **Ordinance 68-O-18, Special Use Permit to Expand Community Center Located at 1215 Church Street and 1726-1730 Ridge Avenue**

The Zoning Board of Appeals and City staff recommend adoption of Ordinance 68-O-18 granting special use approval for the expansion of a Community Center – Public and Recreation Center – Public, YWCA Evanston/North Shore, at 1215 Church St. & 1726-1730 Ridge Ave. in the R4 General Residential District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Braithwaite recommends suspension of the rules for Introduction and Action at the May 29, 2018 City Council meeting.

**For Introduction and Action**
Ald. Braithwaite spoke in support of the request, expressing his admiration of the work that the YWCA does in the community.

Karen Singer, CEO of YWCA, stated that this is a temporary request to accommodate needs due to overcrowding of their current facility. The special use permit will allow for 10-12 staff to be relocated there.

Ald. Rainey noted the current taxes paid by properties that will be taken off tax rolls.

**Ald. Fiske noted that the item was requested for introduction and action with suspension of the rules. The Committee voted 6-0 to introduce, suspend the rules, and approve Ordinance 68-O-18.**

**(P5) Ordinance 66-O-18, Adding City Code Subsection 5-4-5-6, “Examination of Records by Unit Owners”**
Staff submits for City Council approval Ordinance 66-O-18, Adding City Code Subsection 5-4-5-6, “Examination of Records by Unit Owners.” Pursuant to Alderman Fiske’s request and within the City’s home rule authority, Ordinance 66- O-18 will codify and incorporate Public Act 100-0292 record keeping requirements into the City of Evanston Municipal Code, but prohibit the unauthorized access to condominium unit owners’ email addresses and telephone numbers. Alderman Fiske recommends suspension of the rules for introduction and action at the May 29, 2018 City Council Meeting.

**For Introduction and Action**


At the request of Ald. Fiske, Mario Treto, Assistant City Attorney, reminded the committee of the status of the legislation at the state level and within the City of Chicago. Mr. Treto also explained that if passed, the ordinance would still be in line with the amendment.

Ald. Revelle spoke in opposition to suspending rules, and suggested that the community be given an opportunity to weigh in. Ald. Revelle also expressed concern that condominium residents might want access to each other’s email addresses and telephone numbers to communicate about issues within their communities.

In response to Ald. Revelle, Ald. Fiske addressed the prevalence of condo owners using resident’s personal information to make money.

**Ald. Revelle moved to recommend introduction of Ordinance 66-O-18.**
The Committee voted 5-1 to introduce Ordinance 66-O-18.

(P6) 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. Resolution 22-R-18 was held in Committee on May 14, 2018 until May 29, 2018 for Action.

For Action

Ald. Rainey moved to recommend approval of Resolution 22-R-18, seconded by Ald. Wilson. The Committee voted 5-1 to approve Resolution 22-R-18.

IV. ITEMS FOR DISCUSSION

V. COMMUNICATIONS

VI. ADJOURNMENT
Ald. Wilson moved to adjourn, seconded by Ald. Wynne. The meeting adjourned at 7:48 p.m.

Respectfully submitted,
Scott Mangum
Planning and Zoning Administrator
Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Evonda Thomas-Smith, Health Department Director
Ellyn Golden, Environmental Health Licensing Coordinator
Melissa Klotz, Zoning Planner

Subject: Vacation Rental License for 2001 Orrington Ave.

Date: May 17, 2018

Recommended Action:
City staff recommends approval of a Vacation Rental License for the property located at 2001 Orrington Avenue. The Vacation Rental meets all of the Standards and Procedures for license approval. This item was held at Committee on May 29, 2018 until the June 25, 2018 Planning & Development Committee/City Council meeting.

Livability Benefits:
Built Environment: Support housing affordability
Economy & Jobs: Retain and expand local businesses

Summary:
2001 Orrington Ave. is located on the northeast corner of Foster St. and Orrington Ave. in the R1 Single Family Residential District. The property features a two-flat. The unit in question is the southernmost, nearest the street intersection. The unit is owned by John Ketterson and Irena Vujanovic, who live on the property and will operate the Vacation Rental. The property owners will remain in the unit, where they also work, and rent out a maximum of two bedrooms to individuals. The property meets the Standards and Procedures as required by Ordinance 50-O-13:

*The proposed Vacation Rental will not cause a negative cumulative effect when its effect is considered in conjunction with the effect of other Vacation Rentals in the immediate neighborhood.* Since there are no other licensed Vacation Rentals within the immediate area, there is no negative cumulative effect.

*The Vacation Rental will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining properties.* The property in question is surrounded by a mixture of single family residences, multiple family residences, and the NU campus.
According to the applicant all property owners within 250’ of the subject property have been notified of the proposed Vacation Rental. Staff is not aware of opposition to the proposal.

*The proposed Vacation Rental will comply with all the rules and regulations contained herein.* The applicant has complied with all applicable rules and regulations, including notification to all property owners within 250’ of the subject property.

*The proposed Vacation Rental is not likely to have an adverse effect upon the public health, welfare, or safety.* The subject property does not feature any open zoning or property standards violations. City staff is not aware of any nuisance issues specific to the site that could become concerns if the property operates as a Vacation Rental. Additionally, the Health and Human Services Department requires an inspection of life safety issues prior to issuing a license.

**Attachments:**

- Vacation Rental License Application
- Notice to Neighbors
- Mailing Notification List
- Aerial View of Property
VACATION RENTAL LICENSE APPLICATION

A property owner who seeks a Vacation Rental License shall submit a written application that contains all of the information requested below (City Code §5-9-4-(A), as amended). All vacation rentals are for a duration of less than 30 consecutive days.

PLEASE FILL IN ALL SECTIONS. IF APPROPRIATE, MARK "NOT APPLICABLE" OR "N/A."

Dwelling Unit Address: 2001 Orrington Ave, Evanston, IL 60201

PIN: 11-18-201-025-1001  Total # of dwelling units in the building: single family house

Please provide a short summary explaining how the rental will operate (how often, how many rooms, etc.)
I will advertise a several rooms at the Airbnb, and let my guest chose one of the room they like.
I will rent not more then two rooms at the same time. Since I occupied/work in the house, I need quiet, and cannot aloud much traffic, I am requiring (choosing) just a quite, peaceful, calm guests.

1. Unit Owners (If a partnership, corporation, or other entity, include its name and the name of the responsible party):

   Names: John Ketterson and Irena Vujanovic

   Address including City, State, Zip Code: 2001 Orrington PL, Evanston IL 60201

   Phone(s): 312-451-6711  Email address(es): ivujanovic@yahoo.com

2. Name of natural person twenty-one (21) years of age or older, designated by the owner as the authorized agent for receiving notices of city code violations and for receiving process, in any court proceeding or administrative enforcement proceeding, on behalf of such owner in connection with the enforcement of this code. The foregoing notwithstanding, this person may be between eighteen (18) and twenty-one (21) years of age provided that the applicant attaches, to this form, proof that said person has a valid realtor’s license issued pursuant to the Illinois Real Estate License Act, 225 ILCS 454/1-1 et seq., as amended. This person must maintain an office in Cook County, Illinois, or must actually reside within Cook County, Illinois. An owner who is a natural person and who meets the requirements of this subsection as to location of residence or office may designate himself/herself as agent:

   Name of Designated Agent for above purpose: N/A

   Address, including City, State, ZIP: N/A

   Phone(s): N/A  Email address: N/A

3. Name of owner’s agent for the purpose of managing, controlling or collecting rents, and any other person who is not an owner but who controls such dwelling unit, if any:

   Name of Designated Agent for above purpose: n/a

   Address, including City, State, ZIP: n/a

   Phone(s): n/a  Email address: n/a
4. Name of each company that provides an insurance policy for the dwelling unit:
State Farm,

Address, including City, State, ZIP: Ridge Road Wilmette, IL - 60091-2489

Phone(s): (847) 256-8633 Email address:

Inspection:

A pre-approval licensing inspection for life and safety matters of the dwelling is required. All issues found during the inspection must be corrected before the issuance of a license.

Notice:

Each applicant must submit prior to the Planning and Development Committee, P&D, proof of mailed notices to all owners whose addresses appear on the current tax assessment list of real estate property located within radius of 250 feet of the subject property, inclusive of public streets, alleys and other public ways.

The notice must include applicant's name, the address of the subject property, the matter under consideration, and the date, time and location of the meeting of the Planning and Development Committee.

You will be informed by the Health Department when to distribute the notices after the P & D Committee and City Council meeting date for your application is confirmed.

Approval:

Each application must be reviewed by P & D Committee and City Council before approval is granted.

Please submit completed application and required documents to: Licensing, Dept. of Health & Human Services 2100 Ridge Ave., Evanston, IL 60201 or email to: egolden@cityofevanston.org
Planning and Development (P&D) Committee
May 29, 2018, 7:15 PM
Morton Civic Center, 2100 Ridge Avenue, Council Chambers

Please be advised, as you own, or otherwise may have interest in a property within 250 ft. of the address listed below, the following case will be considered:

2001 Orrington Ave.
Vacation Rental License (City Code § 5-9-4)

John Ketterson, property owner, has submitted an application for a Vacation Rental License (City Code § 5-9-4), which is scheduled for review during the public meetings of the Planning & Development Committee and Evanston City Council.

For inquiries about this application, please contact the Department of Health & Human Services (847) 448-4311
Ellyn Golden, Department of Health & Human Services, City of Evanston, 2100 Ridge Avenue, Evanston, IL 60201
<table>
<thead>
<tr>
<th>ID</th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
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Memorandum

To: Honorable Mayor and Members of the City Council
   Members of the Planning & Development Committee

From: Michelle L. Masoncup, Interim Corporation Counsel

Subject: Ordinance 66-O-18, Adding City Code Subsection 5-4-5-6, “Examination of Records by Unit Owners”

Date: May 29, 2018

Recommended Action:
Staff submits for City Council approval Ordinance 66-O-18, Adding City Code Subsection 5-4-5-6, “Examination of Records by Unit Owners.” Ordinance 66-O-18 was approved for Introduction at the May 29, 2018 City Council meeting.

Summary:
On April 24, 2017, the State of Illinois passed Public Act 100-0292 (the “Act”) was signed into law and took effect January 1, 2018. The Act requires condominium associations to keep records of all condominium association members’ email addresses and telephone numbers, as well as provide this information to requesting condominium board members. Ald. Fiske directed staff to address privacy concerns related to the release of this information raised by residents.

Pursuant to Ald. Fiske’s request and within the City’s home rule authority, Law Department staff drafted Ordinance 66-O-18, which codifies and incorporates Public Act 100-0292 record keeping requirements into the City of Evanston Municipal Code, but prohibits the unauthorized access to condominium unit owners’ email addresses and telephone numbers.

Attachments:
Ordinance 66-O-18
66-O-18

AN ORDINANCE

Adding City Code Subsection 5-4-5-6, “Examination of Records by Unit Owners”

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Subsection 5-4-5-6, “Examination of Records by Unit Owners” is hereby added to the Evanston City Code of 2012, as amended, and shall read as follows:

5-4-5-6. - EXAMINATION OF RECORDS BY UNIT OWNERS.

(A) Pursuant to the Illinois Condominium Property Act, 765 ILCS 605/19, any person with custody or control of the records described in this Subsection (A) must, within ten (10) business days of a unit owner’s written request, provide for inspection a condominium association’s:

1. The association’s declaration, bylaws, and plats of survey, and all amendments of these;
2. The rules and regulations of the association, if any;
3. If the association is incorporated as a corporation, the articles of incorporation of the association and all amendments to the articles of incorporation;
4. Minutes of all meetings of the association and its board of managers for the immediately preceding seven (7) years;
5. all current policies of insurance of the association;
6. all contracts, leases, and other agreements then in effect to which the association is a party or under which the association or the unit owners have obligations or liabilities; and
7. ballots and proxies related to ballots for all matters voted on by the members of the association during the immediately preceding twelve (12) months, including but not limited to the election of members of the board of managers; and the books and records of account for the association’s current and ten (10) immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts, and expenditures, and accounts.

(B) The board of managers of every association must maintain at the association’s principal office a current listing of each unit owner’s personal information, including the names, addresses, email addresses, telephone numbers, and weighted vote of all members entitled to vote.
(C) No unit owner, with the exception of the board of managers of the association, has the right to inspect, examine, or make copies of the unit owners’ email addresses and telephone numbers from records described in Subsection (B). A condominium association may choose to opt out of this Subsection by a ⅔ vote of all unit owners, in which case the pertinent provisions of Section 19 of the Illinois Condominium Property Act, 765 ILCS 605/19, apply.

(D) Nothing in this subsection may be construed to prohibit the board of managers of the association from allowing unit owners to inspect, examine, or make copies of the records of the association containing the names, addresses, weighted vote of members entitled to vote, or ballots and proxies pursuant to Section 19 of the Illinois Condominium Property Act, 765 ILCS 605/19, provided that unit owners’ email addresses and telephone numbers are redacted from such documents. Provided however, such redaction is not required if a condominium association chooses to opt out of Subsection (C) as provided in that subsection.

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

~2~
Attest: Devon Reid, City Clerk

Approved as to form: Michelle L. Masoncup, Interim Corporation Counsel
Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Director of Community Development
Scott Mangum, Planning and Zoning Administrator
Michael Griffith, Development Planner

Subject: Resolution 34-R-18
Greenwood Subdivision – 2020 Greenwood Street

Date: June 19, 2018

Recommended Action:
City staff recommends adoption of Resolution 34-R-18 approving the proposed re-subdivision of the property located at 2020 Greenwood Street.

Livability Benefits:
Built Environment – Provide compact and complete streets and neighborhoods

Background:
The property is zoned I2 Industrial. Currently, ExtraSpace Storage, a storage facility, is located on the property. West of the building is a landscaped area with grass and several trees.

Proposal:
The applicant, Nikita Turik, Co-Manager, Greenwood Storage, LLC, is proposing to re-subdivide the property into 2 lots. The storage facility will remain; the new lot will be created at the west end of the property. At this time, staff has not received a development proposal for the proposed new lot. The proposed lots will exceed minimum lot dimension requirements for the district:

<table>
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<tr>
<th>Greenwood Subdivision</th>
<th>Minimum Required</th>
<th>West Lot Lot 2</th>
<th>East Lot Lot 1</th>
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</thead>
<tbody>
<tr>
<td>Lot Width</td>
<td>No requirement</td>
<td>91.25 ft.</td>
<td>512.17 ft.</td>
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<tr>
<td>Lot Size</td>
<td>Nonresidential use: No requirement</td>
<td>27,235 sq. ft.</td>
<td>121,183 sq. ft.</td>
</tr>
</tbody>
</table>
Per Section 7-8-8, “Tree Preservation”, since the proposed new lot is over 2 acres, the City’s Tree Preservation Ordinance applies. There are currently 6 trees on the property. These trees are required to be protected if future work on the property occurs. If these trees are removed due to future work, tree replacement or a fee in lieu of will be required.

Per Section 4-11-1, “Subdivisions,” of the City Code, the Director of the Public Works Agency and the City Engineer have reviewed the proposed subdivision and determined that all required City infrastructure already exists in the neighborhood and no new public infrastructure is needed.

Attachments:
Resolution 34-R-18
Public Works Agency Director memorandum dated May 22, 2018
A RESOLUTION

Approving a Plat of Resubdivision for 2020 Greenwood Street

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 2020 Greenwood Street, 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 Greenwood Subdivision plat prepared by Gremley & Biedermann, dated November 20, 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

Approved as to form:
Michelle L. Masoncup, Interim Corporation Counsel

Adopted: ____________________, 2018
EXHIBIT A

Legal Description

Lot 1 in E.N. Scully and Son's Consolidation, a consolidation of various parts of the Southeast Quarter of the Southwest Quarter of Section 13, Township 41 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded December 11, 1987 as document 87656561, Cook County, Illinois.

PIN(s): 10-13-322-040-0000

EXHIBIT B

Plat of Resubdivision
Greenwood Subdivision

BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

NOTES:

1. MONUMENTATION OF ALL LOT CORNERS ESTABLISHED PRIOR TO PLAT RECORDATION ARE INDICATED HEREON BY SYMBOL OR NOTATION.
2. IRON PIPE IS TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDATION UNLESS OTHERWISE INDICATED OR NOTED HEREON.
3. NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.

AREA TABLE

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</tr>
<tr>
<td>2</td>
<td>27,235 SQ. FT (0.625 ACRES)</td>
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PREPARED FOR:
GREENWOOD STORAGE LLC
7300 N. CICERO AVE.
LINCOLNWOOD, IL 60712

PROFESSIONAL LAND SURVEYORS
PLCS, CORPORATION
LICENSE NO. 184-005332
A DIVISION OF BSS

DATE: NOVEMBER 20, 2017
SCALE: 1" = 30'
GENTLEMEN:

I, BRIAN S. STOUT, A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED:

LOT 1 IN E.N. SCULLY AND SON'S CONSOLIDATION, A CONSOLIDATION OF VARIOUS PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 11, 1987, COOK COUNTY, ILLINOIS, IN THE MANNER REPRESENTED ON THE PLAT HEREON DRAWN.

CONTAINING 148,418 SQUARE FEET (3.40 ACRES) OF LAND, MORE OR LESS.

I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN OR ADJACENT TO COOK COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT A PART OF THE PROPERTY DESCRIBED HEREIN LIES WITHIN OR ADJACENT TO THE CORPORATE BOUNDARY OF THE CITY OF EVANSTON, ILLINOIS.

I FURTHER CERTIFY THAT PORTIONS OF THE PROPERTY APPEAR IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND PORTIONS OF THE PROPERTY APPEAR IN "FLOODWAY AREAS IN ZONE AE", THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS, ON THE FLOOD INSURANCE RATE MAP, COOK COUNTY, ILLINOIS AND INCORPORATED AREAS, MAP NO. 17031C0270J, EFFECTIVE DATE OF AUGUST 19, 2008.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 62° FAHRENHEIT.

FIELD MEASUREMENTS COMPLETED ON DECEMBER 24, 2015.

SIGNED ON DECEMBER 20, 2017.

PROFESSIONAL LAND SURVEYOR NO. 3584
MY LICENSE EXPIRES NOVEMBER 30, 2018

THE PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

SIGNED:
GREENWOOD SUBDIVISION
BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ORDER NO. G

ORDERED BY:

ADDRESS:

2020 GREENWOOD STREET, EVANSTON, IL

HAN CAPITAL GROUP

4505 North Elston Avenue, Chicago, IL 60630

REMLEY

Professional Land Surveyors

License No. 184-005332

PLCS, Corporation

A Division of

DATE:

SCALE:

1 Inch =        Feet

NOVEMBER 20, 2017

CHECKED:

OF

By:          _________________________________

Dated: ______________________, 2018

Its: Co-Manager

By:          _________________________________

EDWARD J. STERN REAL ESTATE, LLC-SERIES, EVANSTON SELF STORAGE, as to an

COUNTY OF COOK)SS

and have caused the same to be surveyed for the purpose of subdividing it into

two (2) Lots, as shown hereon.

Owner Certificate:

COUNCIL’S CERTIFICATE

STATE OF ILLINOIS)

APPROVED BY THE COUNCIL OF THE CITY OF EVANSTON, ILLINOIS OF A MEETING

THIS _____ DAY OF _____________________, A.D., 20____

CORPORATION COUNSEL CERTIFICATE

______________________________

______________________________

CITY COLLECTOR

JOINING ADMINISTRATOR CERTIFICATE

______________________________

______________________________

STATE OF ILLINOIS)

APPROVED DATED THIS _____ DAY OF _____________________, A.D., 20____

______________________________

______________________________

______________________________

______________________________

______________________________

GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID

I, _____________________ a notary public in and for said county in the state

personally know to me to be the same persons whose names are subscribed to

the foregoing instrument and appeared before me this day in person and

acknowledged that he signed and delivered the same instrument as

the free and voluntary act of Inland Mortgage Capital, LLC, for the uses

and purposes therein set forth.  Given under my hand and

Notarial seal this _______ day of __________________, 2018.

Notary Public

Mortgagee Certificate:

REMAX MORTGAGE CAPITAL, LLC, a Delaware limited liability company, as

Mortgagee under the provisions of a certain mortgage dated February 3, 2015

and recorded March 13, 2015 in the Recorder’s Office of Cook County, Illinois, as

Document No. 1507204001, does hereby consent to the plat of Greenwood

Subdivision for the uses and purposes therein set forth.  Stated under my hand and

Notarial seal this _______ day of __________________, 2018.

Notary Public

牒
Memorandum

To: Erika Storlie, Acting Community Development Director

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

Subject: Subdivision of 2020 Greenwood Street
Public Works Director Report

Date: May 22, 2018

Upon review of the proposed subdivision, and as required by Section 4-11-1 of the City Code, the Public Works Agency Director and the City Engineer submit the following report for the new subdivision of the property at 2020 Greenwood Street.

Right-of-Way to be Dedicated to the City of Evanston
None.

Infrastructure Easements to be Granted to the City of Evanston
None.

Public Improvements to be Constructed on Behalf of the City of Evanston
Each property must have its own water service and sewer service connecting to the respective mains on Greenwood Street. There is an existing water service and sewer service for the current commercial building. If these services are not reused by one of the properties, they must be formally abandoned and capped at the respective mains in compliance with City procedures.

The parcel to be subdivided is larger than 2 acres. Therefore, the property owner(s) must comply with the Tree Preservation section of the City Code (Section 7-8-8), which states that all private trees located on the subdivided properties must be protected in compliance with city code. There are currently not less than six healthy trees on the property that must be protected during any improvements. If these are removed due to future development, then the appropriate tree replacement or a fee in lieu of will be required.

All public sidewalk and other existing right-of-way improvements must be maintained during future construction unless otherwise approved by the Director of Public Works.
Bond Requirements to Guarantee Future Infrastructure Improvements
None.

Other
The property at 2025 Dempster Street has a special use permit that is contingent on a private agreement between the leaseholder at 2025 Dempster Street and the owner of 2020 Greenwood Street. This agreement provides pedestrian access from Greenwood Street across the existing 2020 Greenwood Street property. The current location of the access is on the proposed Lot 2 of the subdivided property. If this access is not maintained or relocated to a location acceptable to the City, the special use permit granted to 2025 Dempster Street may be jeopardized.
For City Council Meeting of June 25, 2018
Resolution 37-R-18, Amending City Council Rule 9.9.2 and Rule 24, “Votes”
For Action

Memorandum

To: Honorable Mayor and Members of the City Council
From: Mario Treto, Jr., Assistant City Attorney
Subject: Resolution 37-R-18, Amending Section 9.9.2 and Section 24, “Votes,” of the City Council Rules
Date: June 4, 2018

Recommended Action:
Rules Committee and staff recommend City Council approval of Resolution 37-R-18, amending City Council Rules and Organization of the City Council of the City of Evanston Section 9.9.2 and Section 24, “Votes,” to clarify voting results during the City Council standing committees, particularly with tie votes.

Resolution 37-R-18 provides for the following:
• Matters that obtain a majority vote from all present voting City Council Committee members will move forward to the full City Council with a positive recommendation.
• Matters that obtain a tie vote from all present voting City Council Committee members will move forward to the full City Council with a neutral recommendation.
• Clarifies that any matter, not just ordinances and resolutions, before a City Council standing committee may move forward to the full City Council with a neutral recommendation.

Livability Benefits:
Innovation & Process: Support local government best practices and processes

Legislative History:
On June 4, 2018 the Rules Committee voted to recommend the City Council approve the Resolution.

Attachments:
Resolution 37-R-18
37-R-18

A RESOLUTION

Amending City Council Rule 9.9.2 and Rule 24, “Votes,” Regarding Tie Votes and Neutral Recommendations

WHEREAS, The City Council amends the City Council Rules and Organization of the City Council of the City of Evanston from time to time; and

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

SECTION 1. Section 9.92 of the City Council Rules is hereby amended to read as follows:

9.9.2 Each committee shall adopt guidelines for the conduct of its meeting and for public participation. The chair shall report committee deliberations and actions to the Council and may appoint, as necessary, a speaker to present majority or minority committee reports to the Council. A committee may transmit any matter to the Council with a neutral recommendation.

SECTION 2. Section 24 of the City Council Rules is hereby amended to include the following:

24.6 Except as provided for in City Council Rule 25, all matters that obtain a majority vote from all present voting City Council Committee members shall move forward to the City Council with a positive recommendation. When a matter obtains a tie vote from all present voting City Council Committee members, that matter shall move forward to the City Council with a neutral recommendation.

SECTION 3. Resolution 37-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.

________________________________
Stephen H. Hagerty, Mayor
Attest: Devon Reid, City Clerk

Approved as to form: Michelle L. Masoncup, Interim Corporation Counsel

Adopted: ____________________, 2018
Memorandum

To: Honorable Mayor and Members of the City Council

From: Kimberly Richardson, Acting Administrative Services Director
       Jill Velan, Parking Division Manager

Subject: Resolution 38-R-18 Amending the Purpose and Composition of the Membership of the Transportation/Parking Committee

Date: June 15, 2018

Recommended Action:
The Rules Committee and staff recommend City Council adoption of Resolution 38-R-18 that includes the following changes to the Purpose and Composition of the Membership of the Transportation/Parking Committee:

  Decrease the number of Mayor-appointed Transportation/Parking Committee members from nine (9) to seven (7). This includes the Removal of the requirement for one (1) member to be a resident with multi-modal experience.

  Decrease the membership quotient for members from City Council from four (4) to three (3).

  Add that the Committee endeavors to cover various modes of transportation which would be able to be met by using the committee's experience as a whole to fit any needs.

  Remove non-voting ex officio members.

  Update purpose to include that the Committee will consider users of all ages and abilities, including children, youth, families, older adults, individuals with disabilities, Mobility Assistance Device users and the City’s Complete Streets policy when making recommendations.

Livability Benefits:

Summary:
In May 2018 the Transportation/Parking Committee voted to recommend the above changes for consideration by the Rules Committee. These recommendations have come based on recent City Council policy decisions and quorum issues that the Committee has been experiencing over the last two years.
On June 4, 2018 the Rules Committee voted to recommend the City Council approve the Resolution.

Attachments:
Resolution 38-R-18
A RESOLUTION
Amending the Purpose and Composition of the Membership of the Transportation/Parking Committee

WHEREAS, the City of Evanston currently has a Transportation/Parking Committee which was established pursuant to Resolution 42-R-97 and subsequently amended by Resolution 13-R-15;

WHEREAS, the Transportation/Parking Committee studies the intermediate and long term parking needs of the City and provides recommendations to the City Council regarding parking problems;

WHEREAS, Resolution 13-R-15 provided nine (9) members of the Transportation/Parking Committee are appointed by the Mayor: four (4) members are from the City Council, two (2) members are Evanston business owners or residents, one (1) member is an Evanston resident with multi-modal transportation experience, one (1) member is appointed by the Plan Commission from among its members, and one (1) member appointed by the Environment Board among its members. The Executive Director of the Chamber of Commerce shall participate as a non-voting ex officio member of the Transportation/Parking Committee;

WHEREAS, in May 2018, the Transportation/Parking Committee directed staff to draft this Resolution; and

WHEREAS, it is appropriate to amend the composition of the Transportation/Parking Committee to decrease the number of Mayor-appointed Transportation/Parking Committee members from nine (9) to seven (7); to decrease the
membership quotient for members from the City Council from four (4) to three (3); to
eliminate the Executive Director of the Evanston Chamber of Commerce as a non-
voting ex officio member of the Transportation/Parking Committee; to eliminate one (1)
member who is an Evanston resident with multi-modal transportation experience; to
update the purpose of the committee to cover various modes of transportation which
would be able to be met by using the Committee’s experience as a whole to fit any
needs; and to consider users of all ages and abilities, including children, youth, families,
older adults, individuals with disabilities, Mobility Assistance Device users, and the
City’s Complete Streets policy when making recommendations.

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

SECTION 1: Section 1 of Resolution 13-R-15 is amended to provide that
seven (7) members of the Transportation/Parking Committee are appointed by the
Mayor: three (3) members are from the City Council, two (2) members are Evanston
business owners or residents, one (1) member is appointed by the Plan Commission
from among its members, and one (1) member appointed by the Environment Board
among its members.

That the Committee shall study the intermediate and long term parking and multi-
modal needs of the City, including but not limited to, bicycle, transit, and walking with
consideration of environmental issues and shall provide to the City Council, and other
relevant committees, recommendations to resolve parking and mobility challenges. The
Committee endeavors to cover various modes of transportation which would be able to
be met by using the Committee’s experience as a whole to fit any needs. The
Committee will consider users of all ages and abilities, including children, youth, families, older adults, individuals with disabilities, Mobility Assistance Device users, and the City’s Complete Streets policy when making recommendations.

SECTION 2: Resolution 38-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.

_______________________________
Stephen H. Hagerty, Mayor

Attest: ________________________
Devon Reid, City Clerk

Adopted: ______________________, 2018

Approved as to form:

__________________________________________
Michelle L. Masoncup, Interim Corporation Counsel
Memorandum

To: Honorable Mayor and Members of the City Council

From: Johanna Leonard, Community Development Director
       Sarah Flax, Housing and Grants Administrator

Subject: Ordinance 69-O-18, Amending City Code Section 2-14-2, “Membership” of the Housing and Community Development Act Committee

Date: June 15, 2018

Recommended Action:
Rules Committee and staff recommend City Council adoption of Ordinance 69-O-18, amending Ordinance 103-O-16 that codified the Housing and Community Development Act (HCDA) Committee in line with other City boards and commission, and changes Section 2-14-2: Membership to delete the requirement of one member who is a representative of the Plan Commission. This also reduces the total membership of the committee to nine to facilitate quorum.

Livability Benefits:
Innovation & Process: Support local government best practices and processes

Background:
At the May 15, 2018 HCDA Committee meeting, Chair Rainey informed the committee that Carol Goddard, the Plan Commission representative, had tendered her resignation because she is unable to attend meetings due to a schedule conflict. In addition, no other Plan Commission member was willing to be the representative on the HCDA Committee. Discussion of the history and purpose of a Plan Commission representative on this committee followed.

A Plan Commission representative was included in the HCDA membership when the committee was founded in 1975 to oversee the City’s Community Development Block Grant (CDBG) funding so that commission would be informed about CDBG funded projects that affect the built environment and to ensure alignment with the City’s Comprehensive Plan. The current expansion of information sharing through online meeting agendas, packets and minutes, and video recordings of meetings enables other members of the HCDA Committee and the general public to remain informed about topics relevant to both bodies. The committee agreed that a Plan Commission representative on the committee was no longer a necessity. Also, as no other Plan Commission member was willing to take on this role, HCDA committee membership
would likely remain out of compliance with its governing ordinance and make it difficult to achieve a quorum for meetings.

On June 4, 2018 the Rules Committee voted to recommend the City Council approve the Ordinance.

Attachment:
Ordinance 69-O-18
AN ORDINANCE

Amending City Code Section 2-14-2, “Membership” of the Housing and Community Development Act Committee

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

SECTION 1: Section 2-14-2, “Membership,” of the Evanston City Code of 2012, as amended (“City Code”), is hereby amended to read as follows:

2-14-2: MEMBERSHIP.

The Committee consists of ten (10) nine (9) members who serve without compensation and are residents of the City of Evanston. The members must include the following:

(A) Five (5) members who are Aldermen;
(B) Three (3) members who are residents of predominantly low-moderate income Evanston neighborhoods; and
(C) One (1) at-large member.

A member may meet more than one qualification. No member may be a full-time or part-time employee of any agency, facility, or service that receives funds from the City.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall be in full force and effect immediately after its passage.

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect
without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced:___________________, 2018
Adopted:____________________, 2018

Approved:_____________________, 2018

_____________________________
Stephen H. Hagerty, Mayor

Attest:________________________
Devon Reid, City Clerk

Approved as to form:

_____________________________
Michelle L. Masoncup, Interim Corporation Counsel