CITY COUNCIL REGULAR MEETING
CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, July 9, 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 Fiske

(II) Mayor Public Announcements

(III) City Manager Public Announcements
      Lincoln Street Beach Reopens

(IV) Communications: City Clerk

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

SPECIAL ORDERS OF BUSINESS

(SP1) Ordinance 71-O-18, Authorizing 2018 A, B, C and D General Obligation Bond Issues
Staff recommends adoption 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 Action

(SP2) Real Estate Transfer Tax Increase Options
Staff recommends direction from City Council regarding Alderman Rainey's inquiry at the June 18 City Council meeting whether the City has authority to impose a progressive real estate transfer tax based on purchase price of real estate within the City of Evanston. Staff also provides other options for changing the real estate transfer tax, the applicable process to pursue a real estate transfer tax referendum, and a comprehensive survey of Chicagoland municipalities and who is responsible for payment of the real estate transfer tax.

For Discussion

(VII) 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 June 18, 2018 and June 25, 2018.

For Action

ADMINISTRATION & PUBLIC WORKS COMMITTEE


For Action

(A2) Bills List – July 10, 2018 $2,617,387.83

For Action

(A3) 2017 Comprehensive Annual Financial Report
Staff recommends that City Council accept and file the 2017 Audited Comprehensive Annual Financial Report (CAFR).

For Action: Accept and Place on File

(A4) Contract with Grumman/Butkus Associates for the Lorraine H. Morton Civic Center HVAC Architectural/Engineering Services
Staff recommends City Council authorize the City Manager to execute a contract for engineering services related to the Lorraine H. Morton Civic Center HVAC Architectural/Engineering Services (RFQ No. 18-07) with Grumman/Butkus Associates (820 Davis Street, Ste 300, Evanston, Illinois 60201), in the amount of $47,330.00. Funding will be provided from the Capital Improvement Program (CIP) 2017 General Obligation Bonds (Account No. 415.40.4117-618004), which has an FY 2018 budget of $100,000 with $100,000 remaining.

For Action

(A5) Contract with Lewellyn Technology for Citywide Arc Flash Program
Staff recommends City Council authorize the City Manager to execute a contract for the Citywide Arc Flash Program (RFP 18-24) with Lewellyn Technology (6210 Technology Center Drive, Suite 200, Indianapolis, IN) in the amount of $53,575. An Arc Flash study evaluates the level of potential hazard for all major electrical equipment, verifies it is working properly, and then labels them accordingly. Funding will be provided from Capital Improvements Fund 2018 General Obligation Bonds (Account 415.40.4118.65515 – 618003). This project was budgeted at $150,000 in FY 2018 and has $148,124 is remaining.

For Action
(A6) Approval of 2018 Pay Station Expenses to Total Parking Solutions  
Staff recommends the City Council authorize expenditure to Total Parking Solutions, Inc. (2721 Curtiss St., Downers Grove, IL 60515), to cover the fees associated with 22 parking meter terminals (pay stations) in the amount of $33,000 for the period May 16, 2018 through May 15, 2019. Funding is provided by the Parking Fund (Account 505.19.7015.62245), with an FY2018 budget of $55,740 and a remaining balance of $50,779.  
For Action

(A7) Robert Crown Community Center, Ice Complex and Library Construction Manager Services Construction Contract Award  
Staff recommends that City Council authorize the City Manager to execute a contract to provide construction management services for the Robert Crown Community Center, Ice Complex and Library with Bulley & Andrews (1755 W. Armitage Avenue, Chicago, Illinois, 60622) in the amount of $47,741,803. A super-majority (two-thirds) vote by the City Council is required for approval. Funding for this project will be provided by various sources. Detailed information can be found in the corresponding transmittal memorandum.  
For Action

(A8) Consulting Contract Amendment #2 for Bidding, Negotiations, Permitting, Construction Administration and LEED Commissioning Services for the Robert Crown Community Center, Ice Complex and Library Project  
Staff and the Friends of the Robert Crown Center recommend City Council authorize the City Manager to amend an existing architectural services contract for bidding, negotiations, permitting, construction administration and LEED commissioning services for the Robert Crown Community Center, Ice Complex and Library Project (RFP No. 16-61) with Woodhouse Tinucci Architects LLC., (230 W. Superior Street, 6th Floor, Chicago, IL 60654), in the amount of $1,099,650.00. This amendment will modify the existing agreement from $2,146,833.00 to $3,246,483.00 and extend the existing contract deadline from June 30, 2017 to July 31, 2021. Funding will be provided from General Obligation Bonds and expenses will be tracked in the Capital Improvements Fund, Account 416.40.4160.62145.616017.  
For Action

(A9) Resolution 48-R-18, Memorandum of Understanding with the Chicago Transit Authority for the Modernization of the CTA Purple Line in Evanston  
Transportation & Parking Committee and staff recommend City Council adopt Resolution 48-R-18, authorizing the City Manager to execute a Memorandum of Understanding (MOU) with the Chicago Transit Authority (CTA) for the modernization of the CTA Purple Line in Evanston, with a focus on support for the Davis Street CTA station, with a local match contribution from the Washington National Tax Increment Finance (TIF) district. Funding will be from the Washington National TIF Fund (Account 300.99.5470.65515).  
For Action
(A10) **Resolution 27-R-18, Mutual Termination of Lease of City-Owned Property Located at 2222 Oakton Street with Smylie Brothers Draft and Package LLC**

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”. The adoption of this resolution includes approval of the settlement agreement for repayment of three months of rent, utilities owed at the property, and additional funds attributed to sales, liquor and property taxes not recovered due to the business not locating at the property.

**For Action**

(A11) **Resolution 47-R-18, Issuance of a Request for Qualifications/Proposals for Reuse of Recycling Center at 2222 Oakton Street**

Staff recommends City Council adoption of Resolution 47-R-18, “Authorizing the City Manager to Initiate a Request for Qualifications / Request for Proposals (RFQ/P) for Reuse of City-Owned Real Property Located at 2222 Oakton Street”. This resolution would initiate the process to identify future users for the City-owned property. The proposed timeline is enclosed in the memo and, if authorized by the City Council, staff will update the RFQ/P document.

**For Action**

(A12) **Ordinance 70-O-18, Amending City Code Section 10-11-7, Schedule VII(A), “Passenger Loading Zones, Public Carrier Stops and Stands” to Add a Loading Zone at 1007 Church Street**

The Transportation/Parking Committee recommends City Council adoption of Ordinance 70-O-18, amending City Code Section 10-11-7, Schedule VII(A), “Passenger Loading Zones, Public Carrier Stops and Stands.” to add a loading zone at 1007 Church Street.

**For Introduction**

(A13) **Ordinance 75-O-18, Amending City Code Section 10-11-7, Schedule VII(B), “Loading Zones” to Add a Loading Zone at 609 South Boulevard**

The Transportation/Parking Committee recommend City Council adoption of Ordinance 75-O-18, amending City Code Section 10-11-7(B), “Loading Zones,” to Add a Loading Zone at 609 South Boulevard.

**For Introduction**

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**PLANNING & DEVELOPMENT COMMITTEE**

(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. This item was tabled on June 25, 2018 until the July 9, 2018 City Council meeting.

**For Action**
(P2) 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. Resolution 34-R-18 was held on June 25, 2018 to the July 9, 2018 City Council.
For Action

(P3) Ordinance 80-O-18, Granting a Special Use for a Type 2 Restaurant, Gotta B Crepes, at 2901 Central Street
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 80-O-18, granting special use approval for a Type 2 Restaurant, Gotta B Crepes, at 2901 Central Street in the B1a Business District and oCSC Central Street Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Suffredin has requested suspension of the rules for Introduction and Action on July 9, 2018.
For Introduction and Action

(P4) Ordinance 79-O-18, Amending Various Portions of the City of Evanston Zoning Ordinance Revising Minor Preservation Commission Review Procedures
Plan Commission and Staff recommend amending the Zoning Ordinance Sections 6-4-6-7, Special Regulations Applicable to Fences, 6-15-11, Historic Structures, Sites, and Landmarks Districts and 6-18-3, Definitions, to revise the language and procedures regarding the review of special uses and variations by the Preservation Commission.
For Introduction

HUMAN SERVICES COMMITTEE

(O1) Removal of Arrest Records from Website
Human Services Committee recommends staff to no longer post arrest records on the City of Evanston’s website; however, staff will continue to maintain the daily crime bulletins and make arrest records available upon request.
For Action
RULES COMMITTEE

(O2) 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 Action

ECONOMIC DEVELOPMENT COMMITTEE

(O3) Entrepreneurship Support Program Applications
Staff and Economic Development Committee recommend approval of financial assistance through the Entrepreneurship Support Program totaling $5,000 for the following Evanston businesses: Hair Science for $2,500; and Aerospace Careers Network Resource for $2,500. Funding will be from the Economic Development’s Business Retention/Expansion Fund (Account 100.21.5300.62662), with a FY 2018 Budget of $150,000. A total of $47,846 has been spent or encumbered from this account since the beginning of FY 2018, leaving $102,153.54 available for expenditure.
For Action

(O4) Storefront Modernization Program Applications
Staff and Economic Development Committee recommend approval of financial assistance on a 50/50 cost-sharing basis through the Storefront Modernization Program to the following Evanston businesses: 10Q Chicken at 816 Church Street in an amount not to exceed $3,401.66; 1030 Davis in an amount not to exceed $18,143 for masonry restoration and storefront glass; and Connections Health at 1854 Sherman Ave in an amount not to exceed $2,705 for an awning and front stoop. Funding will be from the Economic Development’s Business District Improvement Fund (Account 100.21.5300.65522), with a FY 2018 Budget 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
APPOINTMENTS

(APP1) For Re-Appointment:
- Public Safety Civil Service Commission: Joan Hickman
- Animal Welfare Board: Vicky Pasenko
- Housing & Community Development Act Committee: Shawn Jones, Glenn Mackey, Michael Miro

For Action

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

(IX) Executive Session

(X) Adjournment

MEETINGS SCHEDULED THROUGH JULY 2018

Upcoming Aldermanic Committee Meetings

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Meeting Name</th>
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<tr>
<td>7/12/2018</td>
<td>7:00 PM</td>
<td>Housing and Homelessness Commission</td>
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<tr>
<td>7/16/2018</td>
<td>7:00 PM</td>
<td>City Council - CANCELED</td>
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<tr>
<td>7/17/2018</td>
<td>7:00 PM</td>
<td>Housing &amp; Community Development Act</td>
</tr>
<tr>
<td>7/18/2018</td>
<td>6:30 PM</td>
<td>M/W/EBE</td>
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<td>7/23/2018</td>
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<td>Administration &amp; Public Works, Planning &amp; Development, City Council</td>
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<tr>
<td>7/25/2018</td>
<td>6:00 PM</td>
<td>Transportation &amp; Parking Committee</td>
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<tr>
<td>7/25/2018</td>
<td>7:30 PM</td>
<td>Economic Development Committee</td>
</tr>
<tr>
<td>7/26/2018</td>
<td>6:30 PM</td>
<td>Equity &amp; Empowerment Commission</td>
</tr>
<tr>
<td>7/30/2018</td>
<td>6:00 PM</td>
<td>Special City Council</td>
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Information is available about Evanston City Council meetings at: [www.cityofevanston.org/citycouncil](http://www.cityofevanston.org/citycouncil). Questions can be directed to the City Manager’s Office at 847-866-2936. The City is committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the City Manager’s Office 48 hours in advance so that arrangements can be made for the accommodation if possible.
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

Date: June 7, 2018

Recommended Action:
Staff recommends adoption 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.

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>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Unabated Debt (as of 1/1/18)</td>
<td>$ 109,395,846</td>
</tr>
<tr>
<td>Proposed FY18 Unabated Debt Issuance</td>
<td>37,100,000</td>
</tr>
<tr>
<td>FY18 Unabated Debt Payment</td>
<td>(9,294,128)</td>
</tr>
<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.

**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. Preliminary Official Statement for 2018 Bonds
5. Bond Order
6. Escrow Agreement
7. Continuing Disclosure
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. _______ $_________

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
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 Refunded Bonds shall be redeemed at a price to be determined by the paying agent, which price will be equal to the sum of the principal of the Refunded Bonds, together with accrued interest thereon to the redemption date.

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 Refunded Bonds shall be redeemed at a price to be determined by the paying agent, which price will be equal to the sum of the principal of the Refunded Bonds, together with accrued interest thereon to the redemption date.
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
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
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]
STATE OF ILLINOIS

) SS

COUNTY OF COOK

CERTIFICATE OF FILING

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>STREET RESURFACING, WATER MAIN AND SEWER</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</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</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 Rejunvenation 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

- North of Payne, East of McDaniel: $250,000

**Total Transportation Projects**: $1,895,000

## PARKS

<table>
<thead>
<tr>
<th>Project</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beck Park Expansion/Shore School</td>
<td>$200,000</td>
</tr>
<tr>
<td>Church Street Harbor - South Pier - Construction</td>
<td>$900,000</td>
</tr>
<tr>
<td>Garden Park - Engr Svcs</td>
<td>$75,000</td>
</tr>
<tr>
<td>James Park - Field Lighting</td>
<td>$25,000</td>
</tr>
<tr>
<td>Parks Contingency</td>
<td>$75,000</td>
</tr>
</tbody>
</table>

**Total Parks Projects**: $1,275,000

## FACILITIES

<table>
<thead>
<tr>
<th>Project</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Improvements per Arc Flash Requirements</td>
<td>$110,000</td>
</tr>
<tr>
<td>Chandler - Electrical Upgrades</td>
<td>$140,000</td>
</tr>
<tr>
<td>Civic Center - Elevator Upgrades</td>
<td>$460,000</td>
</tr>
<tr>
<td>Ecology Center - Crawl Space Impr - Engr Svcs</td>
<td>$50,000</td>
</tr>
<tr>
<td>Energy Efficiency Improvements</td>
<td>$50,000</td>
</tr>
<tr>
<td>Facilities Contingency</td>
<td>$275,000</td>
</tr>
<tr>
<td>Fire Station 2 - Roof Replacement</td>
<td>$220,000</td>
</tr>
<tr>
<td>Fleetwood - HVAC and Electrical - Const</td>
<td>$585,000</td>
</tr>
<tr>
<td>Service Center - Parking Deck Membrane and Joint Repairs - Const</td>
<td>$530,000</td>
</tr>
<tr>
<td>Service Center - Tuckpointing/Windows Bldg B/C</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

**Total Facilities Projects**: $2,445,000

## MISCELLANEOUS

<table>
<thead>
<tr>
<th>Project</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering transfer to General Fund</td>
<td>$500,000</td>
</tr>
<tr>
<td>Public Art - Neighborhood Public Art</td>
<td>$75,000</td>
</tr>
</tbody>
</table>

**Total Miscellaneous Projects**: $575,000
## SUMMARY

<table>
<thead>
<tr>
<th>Project Description</th>
<th>FY 2018 GO Bond</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Resurfacing, Water Main, Sewer Projects</td>
<td>$3,808,000</td>
</tr>
<tr>
<td>Other Transportation</td>
<td>$1,895,000</td>
</tr>
<tr>
<td>Parks</td>
<td>$1,275,000</td>
</tr>
<tr>
<td>Facilities</td>
<td>$2,445,000</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$575,000</td>
</tr>
<tr>
<td><strong>TOTAL 2018 CITY PROJECTS</strong></td>
<td><strong>$9,998,000</strong></td>
</tr>
</tbody>
</table>

## WATER

<table>
<thead>
<tr>
<th>Project Description</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>
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<td><strong>TOTAL 2018 CITY PROJECTS</strong></td>
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## LIBRARY

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<th>Project Description</th>
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<td>Main Library - Phase IV Weatherproofing (Final Phase)</td>
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<tr>
<td>Main Library - Concrete walkways and steps</td>
<td>50,000</td>
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<tr>
<td>Main Library - Entryways</td>
<td>225,000</td>
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<td>Main Library - Storefront glazing (east/south entryways)</td>
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<td>Main Library - Dock garage doors, openers and controls</td>
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<td>Main Library - Artwork cleaning</td>
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<td>Main Library - Clock replacement (mechanical)</td>
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<tr>
<td>Robert Crown Community Center Library</td>
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<td>Refresh of Library Building Reserve Study (2014)</td>
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<td><strong>TOTAL LIBRARY PROJECTS</strong></td>
<td><strong>$2,095,000</strong></td>
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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

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<th>Key Results</th>
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<tr>
<td><strong>Dated</strong></td>
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<td><strong>Refunding/New Par</strong></td>
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<td><strong>Refunded Par</strong></td>
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<td><strong>PV Savings ($)</strong></td>
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<td><strong>PV Savings (%)</strong></td>
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<th>Series 2018 Refunding Bonds</th>
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<td><strong>Total</strong></td>
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Notes:
1. Based on spread to interpolated AAA MMD as of 5/10/18
Preliminary Official Statement

Preliminary Official Statement Dated _____, 2018

Sale Date and Time:
_____, 2018
____ A.M. Central Time

NEW ISSUES
BOOK ENTRY ONLY

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

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

<table>
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<tr>
<th>Year (Dec. 1)</th>
<th>Amount*</th>
<th>Rate*</th>
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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

<table>
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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.
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 MADE 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
OFFICIAL STATEMENT  
Relating to  
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

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.

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Estimated Sources:

<table>
<thead>
<tr>
<th>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>

Estimated Uses:

<table>
<thead>
<tr>
<th>Uses</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>Deposit to Project Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deposit to Escrow Account to</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.

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

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
their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing
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
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
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...
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 Outstanding</th>
<th>Maturities Refunded</th>
<th>Amount Refunded</th>
<th>Redemption Date</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.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></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.

<table>
<thead>
<tr>
<th>Per Capita Income</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.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></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>
</tbody>
</table>

100.0%  100.0%  100.0%

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>Total</td>
<td>47,853</td>
<td>100.0%</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>Total</td>
<td>36,771</td>
<td>100.00%</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

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

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 Annual</th>
<th>Home Rule 12-Month Increase/Decrease</th>
<th>Sales Tax Annual</th>
<th>Sales Tax 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.

Personal Property Replacement Taxes

<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><strong>Assets:</strong></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><strong>Total Assets</strong></td>
<td>36,177,396</td>
<td>30,657,525</td>
<td>41,751,421</td>
<td>47,878,619</td>
</tr>
<tr>
<td><strong>Liabilities:</strong></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><strong>Total Liabilities</strong></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><strong>Fund Balances:</strong></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><strong>Total Fund Balance</strong></td>
<td>16,362,951</td>
<td>14,982,966</td>
<td>10,704,836</td>
<td>11,667,933</td>
</tr>
<tr>
<td><strong>Total Liabilities, Deferred Inflows and Fund Balance</strong></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>6,763</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>**Total</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>Expenditures:</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>**Total</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.

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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.

### General Obligation Debt by Issue

<table>
<thead>
<tr>
<th>Date of Issue</th>
<th>Type of Obligation</th>
<th>Amount</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></td>
<td></td>
<td></td>
<td><strong>$137,820,000</strong></td>
</tr>
<tr>
<td>Dated Date</td>
<td>Bonds, Series 2018A**</td>
<td>20,270,000</td>
<td></td>
<td></td>
<td>20,270,000</td>
</tr>
<tr>
<td>Dated Date</td>
<td>Bonds, Series 2018B**</td>
<td>15,285,000</td>
<td></td>
<td></td>
<td>15,285,000</td>
</tr>
<tr>
<td>Dated Date</td>
<td>Ref. Bonds, Series 2018C**</td>
<td>7,890,000</td>
<td></td>
<td></td>
<td>7,890,000</td>
</tr>
<tr>
<td>Dated Date</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></td>
<td></td>
<td></td>
<td><strong>$184,860,000</strong></td>
</tr>
</tbody>
</table>

*Principal Outstanding reflects the scheduled December 1, 2018 payment.
**Preliminary, subject to change.
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>$731,300</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><strong>Total</strong></td>
<td><strong>$137,820,000</strong></td>
<td><strong>$36,311,847</strong></td>
<td><strong>$31,858,127</strong></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>
<td></td>
</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><strong>Total</strong></td>
<td><strong>$184,860,000</strong></td>
<td><strong>$68,169,974</strong></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 Allocable</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></td>
<td></td>
<td><strong>$205,052,671</strong></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><strong>Population (U.S. Census Bureau July 1, 2017</strong></td>
<td><strong>74,756</strong></td>
</tr>
<tr>
<td><strong>Direct Debt (Property Tax Supported)</strong></td>
<td><strong>$[ ]</strong></td>
</tr>
<tr>
<td><strong>Direct Debt (Supported by Other Sources)</strong></td>
<td><strong>[ ]</strong></td>
</tr>
<tr>
<td><strong>Total Direct Debt</strong></td>
<td><strong>$184,860,000</strong></td>
</tr>
<tr>
<td><strong>Self-imposed Debt Limit</strong></td>
<td><strong>$150,000,000</strong></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>
<tr>
<td><strong>Debt Ratio</strong></td>
<td><strong>All General Obligation Debt</strong></td>
</tr>
<tr>
<td>Direct Debt Per True Value*</td>
<td>2.31%</td>
</tr>
<tr>
<td>Direct Debt Per EAV*</td>
<td>6.92%</td>
</tr>
<tr>
<td>Direct Debt Per Capita*</td>
<td>$2,473</td>
</tr>
<tr>
<td>Direct and Overlapping Debt Per True Value*</td>
<td>4.87%</td>
</tr>
<tr>
<td>Direct and Overlapping Debt Per EAV*</td>
<td>14.60%</td>
</tr>
<tr>
<td>Direct and Overlapping Debt Per Capita*</td>
<td>$5,216</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 Activities</th>
<th>Business-Type 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>2,767,131</td>
<td>150,710,000</td>
</tr>
<tr>
<td>12/31/2013</td>
<td>120,938,742</td>
<td>33,221,258</td>
<td>--</td>
<td>154,160,000</td>
</tr>
<tr>
<td>12/31/2012</td>
<td>122,579,206</td>
<td>35,115,794</td>
<td>--</td>
<td>157,695,000</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).

**Historic Equalized Assessed Valuation**

<table>
<thead>
<tr>
<th>Tax Year</th>
<th>Total</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>$2,670,411,769</td>
<td>21.60%</td>
</tr>
<tr>
<td>2015</td>
<td>2,196,021,525</td>
<td>-2.16%</td>
</tr>
<tr>
<td>2014</td>
<td>2,244,569,975</td>
<td>1.95%</td>
</tr>
<tr>
<td>2013</td>
<td>2,201,697,038</td>
<td>-12.44%</td>
</tr>
<tr>
<td>2012</td>
<td>2,514,621,552</td>
<td>-7.80%</td>
</tr>
<tr>
<td>2011</td>
<td>2,727,367,573</td>
<td>-10.34%</td>
</tr>
<tr>
<td>2010</td>
<td>3,041,884,087</td>
<td>-7.99%</td>
</tr>
<tr>
<td>2009</td>
<td>3,305,989,369</td>
<td>12.51%</td>
</tr>
<tr>
<td>2008</td>
<td>2,938,397,892</td>
<td>5.99%</td>
</tr>
<tr>
<td>2007</td>
<td>2,772,340,028</td>
<td>23.44%</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

<table>
<thead>
<tr>
<th></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>1,599,871</td>
<td>0.06%</td>
</tr>
<tr>
<td>Total EAV</td>
<td>$2,201,697,038</td>
<td>100.00%</td>
<td>$2,244,569,975</td>
<td>100.00%</td>
<td>$2,196,021,525</td>
<td>100.00%</td>
<td>$2,670,411,769</td>
<td>100.00%</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></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></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>Total EAV(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 Levy</th>
<th>Year Collection</th>
<th>Taxes Extended</th>
<th>Taxes Distributed</th>
<th>Percent Collected</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>
</tr>
<tr>
<td>2015</td>
<td>2016</td>
<td>46,394,914</td>
<td>44,974,845</td>
<td>96.94%</td>
</tr>
<tr>
<td>2014</td>
<td>2015</td>
<td>45,557,079</td>
<td>44,280,493</td>
<td>97.20%</td>
</tr>
<tr>
<td>2013</td>
<td>2014</td>
<td>43,869,798</td>
<td>42,762,685</td>
<td>97.48%</td>
</tr>
<tr>
<td>2012</td>
<td>2013</td>
<td>43,330,121</td>
<td>41,776,375</td>
<td>96.41%</td>
</tr>
<tr>
<td>2011</td>
<td>2012</td>
<td>43,397,590</td>
<td>42,064,756</td>
<td>96.93%</td>
</tr>
<tr>
<td>2010</td>
<td>2011</td>
<td>41,479,398</td>
<td>39,412,004</td>
<td>95.02%</td>
</tr>
<tr>
<td>2009</td>
<td>2010</td>
<td>39,779,364</td>
<td>38,018,159</td>
<td>95.57%</td>
</tr>
<tr>
<td>2008</td>
<td>2009</td>
<td>38,044,671</td>
<td>36,246,629</td>
<td>95.27%</td>
</tr>
<tr>
<td>2007</td>
<td>2008</td>
<td>35,550,694</td>
<td>34,061,461</td>
<td>95.81%</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><strong>Top Ten Total</strong></td>
<td></td>
<td><strong>$179,011,757</strong></td>
<td><strong>6.55%</strong></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>TOTAL</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.
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 a nature that the federal government has authorized payment for purchase of specially adapted housing under the U.S. Code as certified to annually by the Illinois Department of Veterans Affairs or for housing or adaptations donated by a charitable organization.

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 year’s tax 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(4)

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.
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**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></th>
<th>Current Discount Rate</th>
<th>1% Decrease (6.49%)</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.

<table>
<thead>
<tr>
<th>Total Pension Liability – Calendar Year Ending December 31, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Cost</td>
</tr>
<tr>
<td>Interest</td>
</tr>
<tr>
<td>Changes in Benefit Terms</td>
</tr>
<tr>
<td>Difference Between Expected and Actual Experience</td>
</tr>
<tr>
<td>Changes of Assumptions</td>
</tr>
<tr>
<td>Benefit Payments, including Refunds of Employee Contributions</td>
</tr>
<tr>
<td>Net Change in Total Pension Liability</td>
</tr>
<tr>
<td>Total Pension Liability – Beginning of Year</td>
</tr>
<tr>
<td>Total Pension Liability – End of Year</td>
</tr>
</tbody>
</table>

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

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

Schedule of Employer Contributions.

<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>$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 credited 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 credited 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>Plan Membership</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>Active plan members entitled to but not yet receiving benefits</td>
<td>16</td>
<td>4</td>
</tr>
<tr>
<td>Total</td>
<td>158</td>
<td>105</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>Police</th>
<th>Firefighters’</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actuarial Cost Method</td>
<td>Entry-age Normal</td>
<td>Entry-age Normal</td>
</tr>
<tr>
<td>Asset Valuation Method</td>
<td>Market Value</td>
<td>Market Value</td>
</tr>
<tr>
<td>Inflation Rate</td>
<td>2.75%</td>
<td>2.50%</td>
</tr>
<tr>
<td>Salary Increases</td>
<td>7.69% - 3.62%</td>
<td>7.36% - 3.62%</td>
</tr>
<tr>
<td>Investment Rate of Return</td>
<td>6.50%</td>
<td>6.50</td>
</tr>
<tr>
<td>Cost of Living Adjustments</td>
<td>3.00% - 1.25%</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>1% Decrease (5.50%)</th>
<th>(6.50%)</th>
<th>1% Increase (7.50%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police</td>
<td>$142,019,936</td>
<td>$112,304,807</td>
<td>$87,933,861</td>
</tr>
<tr>
<td>Firefighters’</td>
<td>114,406,343</td>
<td>92,543,567</td>
<td>74,593,645</td>
</tr>
<tr>
<td>Total</td>
<td>$256,426,249</td>
<td>$204,848,374</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>Schedule</th>
<th>Police</th>
<th>Firefighters’</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Pension Liability –</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calendar Year Ending December 31,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td>$3,679,212</td>
<td>$2,731,257</td>
</tr>
<tr>
<td><strong>Interest</strong></td>
<td>13,192,680</td>
<td>9,922,911</td>
</tr>
<tr>
<td><strong>Changes in Benefit Terms</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Difference Between Expected and Actual Experience</td>
<td>(3,214,201)</td>
<td>(3,239,221)</td>
</tr>
<tr>
<td>Changes of Assumptions</td>
<td>11,039,027</td>
<td>7,971,672</td>
</tr>
<tr>
<td>Benefit Payments, including Refunds of Employee Contributions</td>
<td>(10,970,916)</td>
<td>(8,343,940)</td>
</tr>
<tr>
<td><strong>Net Change in Total Pension Liability</strong></td>
<td>13,725,802</td>
<td>9,042,679</td>
</tr>
<tr>
<td><strong>Total Pension Liability –</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beginning of Year</td>
<td>$204,770,550</td>
<td>$154,100,886</td>
</tr>
<tr>
<td>End of Year</td>
<td>$218,496,352</td>
<td>$163,143,565</td>
</tr>
</tbody>
</table>

**Plan Fiduciary Net Position –**

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Police</th>
<th>Firefighters’</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calendar Year Ending December 31,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contributions – Employer</td>
<td>$9,450,824</td>
<td>$7,396,641</td>
</tr>
<tr>
<td>Contributions – Employee</td>
<td>1,731,740</td>
<td>997,198</td>
</tr>
<tr>
<td>Net investment income</td>
<td>7,544,856</td>
<td>3,894,765</td>
</tr>
<tr>
<td>Benefit payments, including Refunds of Member Contributions</td>
<td>(10,970,916)</td>
<td>(8,343,940)</td>
</tr>
<tr>
<td>Administrative Expense</td>
<td>(123,796)</td>
<td>(85,750)</td>
</tr>
<tr>
<td><strong>Net Change in Plan Fiduciary Net Position</strong></td>
<td>7,632,708</td>
<td>3,858,914</td>
</tr>
<tr>
<td><strong>Plan Fiduciary Net Position –</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beginning</td>
<td>$98,558,837</td>
<td>66,741,084</td>
</tr>
<tr>
<td>Ending</td>
<td>$106,191,545</td>
<td>$70,599,998</td>
</tr>
<tr>
<td><strong>Employer Net Pension Liability</strong></td>
<td>$112,304,807</td>
<td>$92,543,567</td>
</tr>
<tr>
<td><strong>Plan Fiduciary Net Position as a % of Total Pension Liability</strong></td>
<td>48.60%</td>
<td>43.27%</td>
</tr>
<tr>
<td><strong>Covered-Employee Payroll</strong></td>
<td>$17,474,672</td>
<td>$10,546,779</td>
</tr>
<tr>
<td><strong>City’s Net Pension Liability as a % of Covered-Employee Payroll</strong></td>
<td>642.67%</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:

- Retirees and beneficiaries currently receiving benefits: 87
- Terminated employees entitled to but not yet receiving benefits: -
- Active employees: 729
- Total: 816

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

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(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”:
  - “Historic Equalized Assessed Valuation”;
  - “Equalized Assessed Valuation by Classification of Property”;
  - “Tax Extensions and Collections”; and
  - “Historic City Tax Rates.”]

“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.
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:

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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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<th>YEAR</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 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>
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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.
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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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 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.
## Exhibit III
CUSIP Numbers

<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:

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

* 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.
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

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\(^*\) 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;
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) ___-____.

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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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<tr>
<td>2027</td>
<td>800,000</td>
</tr>
<tr>
<td>2028</td>
<td>840,000</td>
</tr>
<tr>
<td>2029</td>
<td>885,000</td>
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<tr>
<td>2030</td>
<td>925,000</td>
</tr>
<tr>
<td>2031</td>
<td>975,000</td>
</tr>
<tr>
<td>2032</td>
<td>1,020,000</td>
</tr>
<tr>
<td>2033</td>
<td>1,075,000</td>
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<tr>
<td>2034</td>
<td>1,125,000</td>
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<tr>
<td>2035</td>
<td>1,185,000</td>
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<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.
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

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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) ____-____.

* * * * *

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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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount*</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$ 555,000</td>
</tr>
<tr>
<td>2020</td>
<td>645,000</td>
</tr>
<tr>
<td>2021</td>
<td>1,070,000</td>
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<td>2022</td>
<td>690,000</td>
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<tr>
<td>2026</td>
<td>840,000</td>
</tr>
<tr>
<td>2027</td>
<td>880,000</td>
</tr>
<tr>
<td>2028</td>
<td>925,000</td>
</tr>
</tbody>
</table>

*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
Attachment 5: Preliminary Official Statement

(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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<tr>
<td>2026</td>
<td>175,000</td>
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<tr>
<td>2027</td>
<td>180,000</td>
</tr>
<tr>
<td>2028</td>
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<tr>
<td>2029</td>
<td>195,000</td>
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<tr>
<td>2030</td>
<td>205,000</td>
</tr>
<tr>
<td>2031</td>
<td>210,000</td>
</tr>
<tr>
<td>2032</td>
<td>220,000</td>
</tr>
<tr>
<td>2033</td>
<td>230,000</td>
</tr>
<tr>
<td>2034</td>
<td>240,000</td>
</tr>
<tr>
<td>2035</td>
<td>245,000</td>
</tr>
<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)____-_____.

* * * * *
$20,270,000*  
GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018A  
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 $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>
<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>
<td>2023</td>
<td>$ 595,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2024</td>
<td>$ 580,000</td>
<td>%</td>
<td>%</td>
<td>2025</td>
<td>$ 605,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2026</td>
<td>$ 635,000</td>
<td>%</td>
<td>%</td>
<td>2027</td>
<td>$ 670,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2028</td>
<td>$ 700,000</td>
<td>%</td>
<td>%</td>
<td>2029</td>
<td>$ 735,000</td>
<td>%</td>
<td>%</td>
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<tr>
<td>2030</td>
<td>$ 775,000</td>
<td>%</td>
<td>%</td>
<td>2031</td>
<td>$ 815,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2032</td>
<td>$ 855,000</td>
<td>%</td>
<td>%</td>
<td>2033</td>
<td>$ 895,000</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.

NOT PART OF THE BID

Explanatory Note: According to our computation this bid involves the following:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Interest Cost</td>
<td></td>
</tr>
<tr>
<td>True Interest Rate (TIC)</td>
<td></td>
</tr>
</tbody>
</table>

Respectfully submitted,

__________________________
Account Manager

__________________________
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

c/o PFM Financial Advisors LLC (Fax: ____/____-____)

Sale Date: July 24, 2018

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>
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<td>2024</td>
<td>690,000</td>
<td>%</td>
<td>%</td>
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<td>2025</td>
<td>725,000</td>
<td>%</td>
<td>%</td>
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<td>%</td>
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<td>%</td>
<td>%</td>
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<tr>
<td>2028</td>
<td>840,000</td>
<td>%</td>
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<td>2029</td>
<td>885,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2030</td>
<td>925,000</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount*</th>
<th>Rate</th>
<th>Yield</th>
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<tbody>
<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>
<td>%</td>
</tr>
<tr>
<td>2033</td>
<td>1,075,000</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>
<td>%</td>
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<td>2036</td>
<td>1,240,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2037</td>
<td>1,305,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2038</td>
<td>1,370,000</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.

---

**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

D-28
BID FORM

$7,890,000*
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018C
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 $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>
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<tbody>
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<td>2020</td>
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<td>2023</td>
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<tr>
<td>2027</td>
<td>880,000</td>
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<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.

Respectfully submitted,

Explanatory Note: According to our computation this bid involves the following:

<table>
<thead>
<tr>
<th>NOT PART OF THE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Interest Cost</td>
</tr>
<tr>
<td>True Interest Rate (TIC)</td>
</tr>
</tbody>
</table>

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

$3,595,000*
TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018D
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 $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>
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<tr>
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<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
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”), at a price of $________________ (representing par, plus original issue premium in the amount of $_____________ and less a purchaser’s discount of $_____________).
“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 188 of 620
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: ($)

(1) Par Amount [2018A Par].00

(2) Reoffering Premium (+) __________

(3) Purchaser’s Discount (-) (________)

(4) Purchase Price (=) __________

(5) Total Received by City (=) __________

Allocated or spent as follows: ($)

(a) Costs of Issuance to be paid directly or to 2018A Expense Fund __________

(b) Deposit to Robert Crown Project Fund __________

(c) Total (=) __________

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<th>Description</th>
<th>Amount</th>
</tr>
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<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]
## 2018C Bonds

Derived as follows:

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<tr>
<td>(3) Purchaser’s Discount (-)</td>
<td>(   )</td>
</tr>
<tr>
<td>(4) Purchase Price (=)</td>
<td></td>
</tr>
<tr>
<td>(5) Total Received by City (=)</td>
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</tr>
</tbody>
</table>

Allocated or spent as follows:

<p>| | |</p>
<table>
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</tr>
</thead>
<tbody>
<tr>
<td>(a) Costs of Issuance to be paid directly or to 2018C Expense Fund</td>
<td></td>
</tr>
<tr>
<td>(b) Deposit with Paying Agent for Prior Bonds</td>
<td></td>
</tr>
<tr>
<td>(c) Contingency (for costs of issuance, or, if not needed, to 2018C Bond Fund)</td>
<td></td>
</tr>
<tr>
<td>(d) Total (=)</td>
<td></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>
</tr>
</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__. 

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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:]

204 of 620

204 of 620
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__.
2018D BOND REDEMPTION

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**

-12-

209 of 620
<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>
<tr>
<td>YEAR</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>------</td>
<td>--------</td>
</tr>
<tr>
<td>2018</td>
<td>$</td>
</tr>
</tbody>
</table>

for interest and principal up to and including December 1, 2019
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
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 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, 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
$[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
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”: off
  - “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>
Memorandum

To: Honorable Mayor and Members of the City Council
From: Mario Treto, Jr., Assistant City Attorney
Subject: Real Estate Transfer Tax Increase Options
Date: July 9, 2018

Summary
At the June 18th City Council meeting, City staff submitted to City Council revenue options, including an increase to the real estate transfer tax. Alderman Rainey made a reference for the City Council to consider whether the City has authority to impose a progressive real estate transfer tax based on purchase price of real estate within the City of Evanston. This memorandum is responsive to Ald. Rainey’s inquiry and provides whether or not the City can have graduated real estate transfer tax based on purchase price. Additionally, this memorandum provides other options for changing the real estate transfer tax, outlines the applicable process to pursue a real estate transfer tax referendum, and provides a comprehensive survey of Chicagoland municipalities and who is responsible for payment of the real estate transfer tax.

Legality of Progressive Real Estate Transfer Tax Authority
A progressive real estate transfer tax is a tax in which the tax rate would increase as the taxable real estate property value increases. The term “progressive” refers to the way the tax rate progresses from low to high. The State of Illinois does not have any municipality that has a progressive real estate transfer tax rate based on the purchase price of real estate. “Home Rule Real Estate Transfer Taxes,” 65 ILCS 5/8-3-19, does not authorize or prohibit the enactment of a progressive real estate transfer tax. While the state law’s silence on this matter indicates that the City could move forward with such a tax, I advise that the City Council consider a progressive real estate tax with much caution, as this would set precedent in the State of Illinois.

Cities outside of the State of Illinois have pursued progressive real estate transfer tax structures. On November 8, 2016, a measure to implement a progressive real estate transfer tax structure was approved by San Francisco voters. The current City of San Francisco’s transfer tax structure follows:
<table>
<thead>
<tr>
<th>Real Estate Value or Consideration</th>
<th>Tax Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than $100 but less than or equal to $250,000</td>
<td>$2.50 for each $500 or portion thereof</td>
</tr>
<tr>
<td>More than $250,000 but less than $1,000,000</td>
<td>$3.40 for each $500 or portion thereof</td>
</tr>
<tr>
<td>$1,000,000 or more but less than $5,000,000</td>
<td>$3.75 for each $500 or portion thereof</td>
</tr>
<tr>
<td>$5,000,000 or more but less than $10,000,000</td>
<td>$11.25 for each $500 or portion thereof</td>
</tr>
<tr>
<td>$10,000,000 or more but less than $25,000,000</td>
<td>$13.75 for each $500 or portion thereof</td>
</tr>
<tr>
<td>$25,000,000 or more</td>
<td>$15.00 for each $500 or portion thereof</td>
</tr>
</tbody>
</table>

Amendment of the City’s Real Estate Transfer Tax and Buyer/Seller Responsibility

Pursuant to 65 ILCS 5/8-3-19, “Home Rule Real Estate Transfer Taxes,” the City may raise the real estate transfer tax imposed on the buyer, seller, or both solely by referendum. Currently the City’s real estate transfer tax is $5.00 per every $1,000.00 and the seller is responsible for payment. It is within the City’s jurisdiction to modify the liability amount for the seller, and may impose an obligation on the buyer as well for a different amount. For purposes of analysis, the transfer tax amounts by neighboring districts is further depicted in the chart below, as well as whether primary liabilities fall to the seller, buyer, or both. The full referendum process is also outlined below.

Referendum Process

The process to place a binding referendum question on the ballot is summarized in the following steps:

1. The City of Evanston must publish notice ten (10) to thirty (30) days prior to a public hearing on the intent to submit the question to referendum. 65 ILCS 5/8-3-19(b). The notice published must be in the following form:

   **Notice of Proposed Increased Real Estate Transfer Tax for the City of Evanston**

   A public hearing on a resolution to submit to referendum the question of a proposed increased real estate transfer tax for the City of Evanston in an amount of (rate) to be paid by the (buyer/seller) of the real estate transferred will be held on (date) at (time) at (location). The current rate of real estate transfer tax imposed by the City of Evanston is $5.00 per $1,000.

   Any person desiring to appear at the public hearing and present testimony to the taxing district may do so.

2. The City of Evanston must hold a public hearing explaining the reasons for the proposed increase in real estate transfer tax. 65 ILCS 5/8-3-19(c). Persons desiring to be heard on an opportunity to present testimony within reasonable
time limits may do so at this hearing. *Id.* A copy of the proposed ordinance must be available to the general public prior to the public hearing. *Id.*

3. The City Council must adopt a resolution approving the form of a referendum question, at a meeting scheduled at least 79 days prior to the election at which the question will be on the ballot. 10 ILCS 5/28-2. The proposition to increase the real estate transfer tax must be in the following form:

*Shall the City of Evanston impose a real estate transfer tax increase of (% increase) to establish a new transfer tax rate of (rate) to be paid by the (buyer/seller) of the real estate transferred? The current rate of the real estate transfer tax is $5.00 per $1,000, and the revenue it to be used for (purpose). The revenue from the increase is to be used for (purpose).* 65 ILCS 5/8-3-19(e).

4. If the City Council adopts the resolution by a majority vote, then the referendum question must be filed with the Cook County Clerk, David Orr, and certified for the ballot, not less than 68 days prior to the election. 10 ILCS 5/28-5.

5. If the referendum passes by a majority of those voting on the question at the election, the City Council would then adopt an ordinance amending Title 3, Chapter 25, “Real Estate Transfer Tax,” to reflect the new real estate transfer tax.

Survey of Real Estate Transfer Taxes for Comparable Chicagoland Municipalities
The following chart provides a list of comparable communities and their respective real estate transfer taxes. It also provides who has the primary liability to make the real estate transfer tax payment and the amount of the tax, along with additional comments for your review:

<table>
<thead>
<tr>
<th>Taxing District</th>
<th>Primary Liability</th>
<th>Amount of Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aurora</td>
<td>Seller</td>
<td>$3.00 for each $1,000.00 or portion thereof</td>
</tr>
<tr>
<td>Bartlett</td>
<td>Seller</td>
<td>$3.00 for each $1,000.00 or portion thereof</td>
</tr>
<tr>
<td>Berwyn</td>
<td>Seller</td>
<td>$10.00 for each $1,000.00 or portion thereof</td>
</tr>
<tr>
<td>Bolingbrook</td>
<td>Split Equally</td>
<td>$3.75 for each $500.00 or portion thereof</td>
</tr>
<tr>
<td>Calumet City</td>
<td>Split Equally</td>
<td>$8.00 for each $1,000.00 or portion thereof</td>
</tr>
<tr>
<td>Chicago</td>
<td>Buyer</td>
<td>$3.75 for each $500.00 or portion thereof</td>
</tr>
<tr>
<td></td>
<td>Seller</td>
<td>$1.50 for each $500.00 or portion thereof</td>
</tr>
<tr>
<td>Evanston</td>
<td>Buyer</td>
<td>$5.00 for each $1,000.00 or portion thereof</td>
</tr>
<tr>
<td></td>
<td>Seller</td>
<td>$10.00 for each $1,000.00 or portion thereof</td>
</tr>
<tr>
<td>Highland Park</td>
<td>Seller</td>
<td>$5.00 for each $1,000.00 or portion thereof</td>
</tr>
<tr>
<td>Lake Forest</td>
<td>Buyer</td>
<td>$4.00 for each $1,000.00 or portion thereof</td>
</tr>
<tr>
<td>Lincolnshire</td>
<td>Buyer</td>
<td>$3.00 for each $1,000.00 or portion thereof</td>
</tr>
<tr>
<td>Naperville</td>
<td>Buyer</td>
<td>$1.50 for each $1,000.00 or portion thereof</td>
</tr>
<tr>
<td>Oak Park</td>
<td>Seller</td>
<td>$8.00 for each $1,000.00 or portion thereof</td>
</tr>
<tr>
<td>Schaumburg</td>
<td>Seller</td>
<td>$1.00 for each $1,000.00 or portion thereof</td>
</tr>
<tr>
<td>Skokie</td>
<td>Seller</td>
<td>$3.00 for each $1,000.00 or portion thereof</td>
</tr>
</tbody>
</table>
Recommendation
The City Council is authorized to propose a change in the City’s real estate transfer tax amounts and whether the buyer, seller, or both have the liability to pay the tax. If the City Council chooses to move forward with such a proposition, the City must abide by the timing requirements put forth by statute.

The next election where a binding referendum question can be placed is the gubernatorial election on Tuesday, November 6, 2018. Therefore, the City Council must adopt the resolution approving the form of the question before Friday, August 17, 2018 (the 79th day falls on Sunday August 19th and not a business day). Additionally, the resolution must be filed with the County Clerk by Thursday, August 30, 2018. Given this time frame, the resolution must be adopted by the Monday, August 13, 2018 City Council meeting. It is recommended that the Public Hearing for the Resolution be on Monday, July 30, 2018 so that staff has adequate time to publish proper notice. The Law Department requests direction if the requisite resolution should be drafted for consideration at a future City Council meeting.
CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, June 18th, 2018

Present:

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

Absent:

(9)

Presiding:

Mayor Stephen Hagerty
Mayor’s Public Announcements

Mayor Hagerty Announcements had no announcements

Watch

City Manager’s Public Announcements

City Manager Wally Bobkiewicz had no announcements

Watch

City Clerk’s Communications

City Clerk informed everyone about the success workshop with Cook County Recorder of Deeds Karen Yarbrough and another workshop will be planned in the near future.
Informed the audience of QR Code sheets located around City Council chambers that provided Agenda and Minutes directly to smartphones by placing the camera directly over the code.
Invited everyone to attend the upcoming “How to Adjourn Before Midnight” event with Parliamentarian Joan Bundley on Tuesday June 26 at starting at 5:30 p.m.

Public Comment

Susan Aaron  Read letter written by Congresswoman Jan Schakowsky. Gave support to the preservation of the Harley Clarke mansion.

Watch

Lisa DiChiera  Gave support to the preservation of the Harley Clarke mansion. Also shared support to Historic Preservation Review Board.

Watch

Rodney Greene  Expressed support to the preservation of the Harley Clarke mansion. Gave suggestions to City Council on 2019 potential budget cuts of programs. Commented on allocating time to other constituents.

Watch

Carlis B Sutton  Gave support to the preservation of the Harley Clarke mansion.

Watch

Rudy Meo  Voiced concerns on 2019 potential budget cuts to Youth and Young Adult programs.

Watch

Necus Mayne  Voiced concerns on 2019 potential budget cuts to Youth programs. Talked about the mentorship benefits of the youth program.

Watch

Mike Ellis  Voiced concerns on 2019 potential budget cuts to Youth and Young

Watch
Yeefah Thurman  Expressed her concerns on 2019 potential budget cuts to Youth and Young Adult Programs. Talked about her experience with the group and the benefits her family has received from the program.

Renetrice Pierre  Said the Youth and Young Adult Programs is a service the youth in the community needs.

Joe Matthews  Shared his support to Resolution 43-R-18. Made comments on the proposal process for the Harley Clarke mansion.

Robert Dalrymple  Gave support to Resolution 43-R-18. Goes in depth with Lakehouse Dunes group proposal.

Geary Rull  Voiced concerns on 2019 potential budget cuts to Youth programs. Talked about experience as a criminal circuit court judges and the benefits of youth programs.

Deborah Hirshfield  Gave her support to the preservation Harley Clarke mansion. Talked about personal experience with the Harley Clarke mansion.

Tom Hodgman  Expressed his support to the preservation of the Harley Clarke mansion. Commented on demolition process.

Candice Dalrymple  Supported the re-naturalization of the Harley Clarke Mansion and on possible opportunities with the potential green space.

Charles Smith  Gave support to the preservation of the Harley Clarke mansion and on the public uses of the property.

Anna Roosevelt  Gave support to the preservation of the Harley Clarke mansion and on the public uses of the property.

Sara Schastok  Gave her support to the preservation of the Harley Clarke mansion. Commented on financial pledges to the lakehouse and gardens.

Eric Poders  Expresses discontent with City of Evanston beach services. Gave his support to the preservation of the Harley Clarke mansion.

Marquise Witherspoon  Voiced concerns on 2019 potential budget cuts to Youth and Young Adult programs and summer food program. Made comments on the successful mentorship of youth programs.

Barbara Barewin-Rilley  Shared her support to the preservation of the Harley Clarke mansion. Commented on the cooperation between the Lakehouse and Gardens group and city.

Bennett Johnson  Gave support to the preservation of the Harley Clarke mansion. Made
the clarification on the constituents support of the property

Tom Riley
Gave support to the preservation of the Harley Clarke mansion. Questioned the allocation of city funds.

Mark Gasbarra
Stated that the community is in opposition of the demolition of the Harley Clarke Mansion and the mansion can provide year round outreach. Gave support to the preservation of the Harley Clarke mansion.

Michael Ward
Gave support to the preservation of the Harley Clarke mansions. Talked about the broken relationship between renovation group and city.

Junad Rizki
Expressed discontent with City Manager Wally Bobkiewicz. Wants a new City Manager and an independent audit of the city budget.

Deborah Lawrence
6th Ward resident who supports the preservation of the Harley Clarke mansions. Offered new suggestions for the use of the Harley Clarke mansion.

Jeff Smith
Supported the preservation of the Harley Clarke mansions. Described the uniqueness of the Harley Clarke mansions.

Kathy Roberson
Principal of Haven Middle School who expressed her concerns to the potential budget cuts to Youth and Young Adult Programs. Expressed personal experience with the Youth and Young Adult Program’s impact on youth.

Carl Klein
Shared his support to the preservation of the Harley Clarke mansion. Provided historical and economical benefits by preserving the property.

Mark Rolfes
Favored the demolition of the Harley Clarke mansion.

Vincent M. Walker
Voiced his concerns to the potential budget cuts to Youth and Young Adult Programs.

David Leitschuh
Asked City Council to support the preservation of the Harley Clarke mansion.

Priscilla Giles
Shared her support for the preservation of the Harley Clarke mansion and the Youth and Young Adult program.

Ray Friedman
Talked about the programs being considered for cuts, Robert Crown Center and Harley Clarke Mansion.

Audrey Niffenegger
Expressed her support to the preservation of the Harley Clarke mansion.
Patrick Donnelly  Stated that the Harley Clarke property being the only public building on the lakefront should be left open to the public

Doreen Price  Offered new suggestions for the use of the Harley Clarke mansion.

Julia Botrock  Asked City Council to not destroy the Harley Clarke mansion. Said the dunes can be preserved without the need to destroy the mansion

### Consent Agenda

<table>
<thead>
<tr>
<th>(1.1)</th>
<th>Payroll – May 14, 2018 through May 27, 2018 $2,858,136.78</th>
<th>Motion: Ald. Fleming</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1.2)</td>
<td>Bills List – June 19, 2018 $4,759,641.95 BMO Credit Card Activity – Period Ending April 26, 2018 $ 238,004.34</td>
<td></td>
</tr>
</tbody>
</table>

**For Action**

Passed 9-0

| (1.3) | Amazon BMO Credit Card Activity – Ending April 26, 2018 $ 13,821.85 | Motion: Ald. Fleming |

**For Action**

Passed 8-0  Ald. Suffredin abstained

### 2019 Budget Update – Projections, Survey Results, Next Steps

Staff requests direction from City Council regarding fund balance goals for the 2019 Budget. In addition, staff recommends Council accept and file the 2019 Priority-Based Budget Survey results, and direct staff to move forward with next steps as presented.

**For Action: Request Direction**

Ald. Braithwaite made a motion to remove the Youth and Young Adult program and the Mayor Summer Youth program from the list

Passed 9-0

**Resolution 43-R-18, Authorizing the City Manager to Meet with the Evanston Lighthouse Dunes Organization to Negotiate on the Costs Associated with the Restoration of the Dunes and Gardens and Demolition of the Harley Clarke Mansion and Coach House**

City Council adopted Resolution 43-R-18 authorizing the City Manager to meet with the Evanston Lighthouse Dunes organization to negotiate an agreement on the costs associated with the restoration of the Dunes and Gardens and demolition of the Harley Clarke Mansion and Coach House.
This Resolution authorizes the City Manager to meet with members of the Evanston Lighthouse Dunes to discuss the City’s acceptance of its financial support for the immediate restoration of the dunes to its natural state, the removal of the house and coach house, and the restoration of key elements of Jens Jensen's historic 1920's garden and integrate them into the natural landscape while clearing and expanding the parkland and beach.

For Action
Passed 6-3
Ald. Wynne, Wilson and Revelle voted “No”


City Council adopted Resolution 41-R-18 authorizing the City of Evanston (“City”) to issue a settlement payment pursuant to a settlement agreement and release of all claims in Carla Crnkovic & John Kopinski v. City of Evanston, et al. (Case No.14-L-004325). Funds for the settlement will be from the Insurance Fund (Settlement Costs – Liability).

For Action
Passed 9-0

Appointments

Housing and Homelessness Commission: Lawrence Donoghue

Donoghue is a 32-year resident of Evanston and is an active board member of Connections for the Homeless. He has held a number of leadership positions within the organization, including board president, and formerly chaired the organization’s strategic planning task force. Previously, Lawrence worked for the federal Office of Economic Opportunity as a grant administrator. He has an MBA in finance and accounting from the University of Chicago and a bachelor’s degree in sociology from the University of Illinois.

Housing and Homelessness Commission: Mark Kruse

Mark Kruse is Vice President for Development at the Hispanic Housing Development Corporation, where he works to develop affordable housing in Chicago. Mark has over 30 years of experience in community and economic development, having previously held positions at Harris Trust and Savings Bank and the City of Chicago’s Department of Economic Development. He is currently a member of the Board of Directors of the Actors Gymnasium. He has a bachelor’s degree in Business Administration.
Housing and Homelessness Commission: Renee Phillips

Renee Phillips works as a housing case manager with the Center of Concern and as a case manager with Family Promise Chicago North Shore. In her roles, she assists families with rental and utility assistance, homelessness prevention, financial management, and other resources. She is the co-administrator of "Back on Your Feet," a group that assists anyone in need, and is involved in outreach ministry through her church.

For Action
Passed 9-0

Call of the Wards

Ward 1: Talked about the success of the Race Against Hate event. Congratulated the 2018 graduates of Northwestern University Watch

Ward 2: First join Ward meeting with the 5th Ward at 7:00 p.m. on June 21st at the Civic Center Room G300 Watch

Ward 3: No Report Watch

Ward 4: Thanked everyone who made the Race Against Hate and Custer St. Fair a success Watch

Ward 5: Along with the city budget there will be an update on the Waste Transfer Station during the join ward meeting. Invited everyone to the Juneteenth Celebration on June 19th at Twiggs Park starting at 6 p.m. Tasha will be performing and there will be a food truck on side. Watch

Ward 6: No Report Watch

Ward 7: No Report Watch

Ward 8: Thanked everyone for all the work put on the Harley Clarke Mansion issue Watch

Ward 9: Thanked all residents and staff who participated in the budget survey. 9th Ward meeting on Thursday June 21 at Grace Lutheran Church. Meeting starts at 7:00 pm and discussion will focus on the city budget Watch
Adjournment
Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned.
## CITY COUNCIL REGULAR MEETING

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

<table>
<thead>
<tr>
<th>Present:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Alderman Fiske</td>
<td>Alderman Revelle</td>
</tr>
<tr>
<td>Alderman Braithwaite</td>
<td>Alderman Rainey</td>
</tr>
<tr>
<td>Alderman Rue Simmons</td>
<td>Alderman Suffredin</td>
</tr>
<tr>
<td>Alderman Wilson</td>
<td>(7)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Absent:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Alderman Fleming</td>
<td></td>
</tr>
<tr>
<td>Alderman Wynne</td>
<td>(2)</td>
</tr>
</tbody>
</table>

| Presiding:          | Mayor Stephen Hagerty |

Devon Reid  
City Clerk  
241 of 620
Mayor’s Public Announcements

Mayor Hagerty announced Park & Recreation month for the month in July.

City Manager’s Public Announcements

City Manager Wally Bobkiewicz invited Joe Boskovski and Professor Len Lup to give a presentation on the Maxwell X Lab Report on the City of Evanston’s 311 System via Skype. Also invited Director Lawrence Hemingway and share a presentation about Park & Recreation month in July.
The 2018 Evanston Recycles event will take place on Saturday, July 7, 9 a.m. to noon, at Evanston Township High School.

Promotions/Appointments:
- Michelle Masoncup, City Attorney/Corporation Counsel
- Joseph Dugan, Deputy Police Chief
- Dennis Leaks, Police Commander
- Timothy Sullivan, Police Sergeant

City Clerk’s Communications

City Clerk announced the roll out a digital public comment sheet which allows residents to sign up from their mobile devices.

Public Comment

Junad Rizki
Talked about discrepancies found with Fire and Police pension, Mayor’s office renovation and Robert Crown. Believes residents are overpaying for the water in Evanston

Lindy Korner
Asked staff to place priority of traffic laws in Evanston to ensure the safety of the residents. Offered suggestion on how to improve traffic safety

Betty Ester
Asked for percentage cuts for the programs being considered for removal. Shared statements submitted by other residents
Ray Friedman  Shared concerns of how money is being prioritized in the city and asked staff to provide answers to the concerns of the residents.  Watch

James Engelman  Talked about the budget and suggested having brighter street signs for vehicles to see  Watch

Doreen Price  Stated that the city should mentor and partner with the group of the Harley Clarke mansion in order to obtain better results. Made comments about other projects in the city.  Watch

Natalia Polomarkakis  First time speaker, Natalia voiced her support for Resolution 45-R-18 which opposes the Trump Administration “Zero Tolerance” Policy  Watch

Special Order 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

City Council adopted 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
Passed 7-0

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

City Council introduced 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
Passed 7-0

(SP3) Resolution 42-R-18, Amending the City of Evanston Budget Policy

City Council adopted 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
Passed 7-0

Consent Agenda

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

For Action
Approved on Consent Agenda

(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
Approved on Consent Agenda
(A3) One-Year Contract Renewal with Sam Goss & Associates for Handyman Services

City Council authorized 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
Approved on Consent Agenda

(A4) Contract with American Surveying & Engineering, P.C. for the Survey Benchmark Update

City Council authorized 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
Approved on Consent Agenda

(A5) Contract with Construction Consulting & Disbursement Services for the Water Treatment Plant Door Renovations

City Council authorized 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

City Council authorized 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.

(A7) Contract with Garland/DBS, Inc. for the Fire Station 2 Roof Replacement

City Council authorized 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.

(A8) Contract with Garland/DBS, Inc. for Mason Park Fieldhouse Roof and Exterior Improvements

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

City Council authorized 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
Approved on Consent Agenda

(A10) 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 Action
Approved on Consent Agenda

(A11) 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 Action
Approved on Consent Agenda
(A12) Resolution 39-R-18, Local Agency Agreement with the Illinois Department of Transportation for the Central Street Bridge Phase II Engineering Funding

City Council adopted 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
Approved on Consent Agenda

(A13) Resolution 40-R-18, Agreements with Illinois Department of Transportation and Stanley Consultants, Inc. for the Central Street Bridge Phase II Engineering Study

City Council adopted 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
Approved on Consent Agenda

(A14) Resolution 44-R-18, Approval of Amended Agreement for the Northern Illinois Police Alarm System Evanston Police Department

City Council adopted 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.
(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.

(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

City Council approved 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.

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

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

City Council adopted 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
Approved on Consent Agenda

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

City Council adopted 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
Approved on Consent Agenda

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

City Council adopted Ordinance 73-O-18, amending Evanston City Code Subsections 3-4-6-(A), 3-4-6-(C), 3-4-6-(C1), 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
Approved on Consent Agenda

(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

City Council adopted 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
Approved on Consent Agenda
(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**  
**Held in Committee**

(For Action)

Motion: Ald. Fiske

(If necessary, place the text of the motion here.)

Watch

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

City Council approved Resolution 37-R18, 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
Approved on Consent Agenda

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

City Council adopted 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
Approved on Consent Agenda

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

City Council adopted Ordinance 69-O18, 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
Approved on Consent Agenda

Call of the Wards

Ward 1:
Thanked staff for participating at the Mather event and their efforts in ensuring the safety of the residents living there

Ward 2:
Thanked City Manager for attending the joint 2nd and 5th Ward meeting. Thanked everyone for making it a productive meeting

Ward 3:
No Report
Ward 4: Thanked everyone involved in the participation of the budget meeting

Ward 5: Invited families to bring their children to a financial literacy program at YOU in partnership with Operation Hope. The event will take place from July 7- August 4. The event is for children 8-18 and free of charge.

Ward 6: No Report

Ward 7: Wanted staff to prepare a Resolution for a referendum in time for the ballot for consideration for the public in relation to revenue enhancements.

Ward 8: No Report

Ward 9: No Report

Adjournment

Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned. Ald. Wilson led City Council into Executive Session. A roll call vote was taken and by a unanimous vote (7-0) City Council recessed into Executive Session.
AGENDA

I. DECLARATION OF A QUORUM: ALDERMAN FLEMING

II. APPROVAL OF MINUTES OF REGULAR MEETING OF JUNE 25, 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.

For Action

(A2) Bills List – July 10, 2018 $2,617,387.83
For Action

(A3) 2017 Comprehensive Annual Financial Report
Staff recommends that City Council accept and file the 2017 Audited Comprehensive Annual Financial Report (CAFR).
For Action: Accept and Place on File

(A4) Contract with Grumman/Butkus Associates for the Lorraine H. Morton Civic Center HVAC Architectural/Engineering Services
Staff recommends City Council authorize the City Manager to execute a contract for engineering services related to the Lorraine H. Morton Civic Center HVAC Architectural/Engineering Services (RFQ No. 18-07) with Grumman/Butkus Associates (820 Davis Street, Ste 300, Evanston, Illinois 60201), in the amount of $47,330.00. Funding will be provided from the Capital Improvement Program (CIP) 2017 General Obligation Bonds (Account No. 415.40.4117-618004), which has an FY 2018 budget of $100,000 with $100,000 remaining.
For Action
(A5) **Contract with Lewellyn Technology for Citywide Arc Flash Program**

Staff recommends City Council authorize the City Manager to execute a contract for the Citywide Arc Flash Program (RFP 18-24) with Lewellyn Technology (6210 Technology Center Drive, Suite 200, Indianapolis, IN) in the amount of $53,575. An Arc Flash study evaluates the level of potential hazard for all major electrical equipment, verifies it is working properly, and then labels them accordingly. Funding will be provided from Capital Improvements Fund 2018 General Obligation Bonds (Account 415.40.4118.65515 – 618003). This project was budgeted at $150,000 in FY 2018 and has $148,124 is remaining.

**For Action**

(A6) **Approval of 2018 Pay Station Expenses to Total Parking Solutions**

Staff recommends the City Council authorize expenditure to Total Parking Solutions, Inc. (2721 Curtiss St., Downers Grove, IL 60515), to cover the fees associated with 22 parking meter terminals (pay stations) in the amount of $33,000 for the period May 16, 2018 through May 15, 2019. Funding is provided by the Parking Fund (Account 505.19.7015.62245), with an FY2018 budget of $55,740 and a remaining balance of $50,779.

**For Action**

IV. ITEMS FOR CONSIDERATION

(A7) **Robert Crown Community Center, Ice Complex and Library Construction Manager Services Construction Contract Award**

Staff recommends that City Council authorize the City Manager to execute a contract to provide construction management services for the Robert Crown Community Center, Ice Complex and Library with Bulley & Andrews (1755 W. Armitage Avenue, Chicago, Illinois, 60622) in the amount of $47,741,803. A super-majority (two-thirds) vote by the City Council is required for approval. Funding for this project will be provided by various sources. Detailed information can be found in the corresponding transmittal memorandum.

**For Action**

(A8) **Consulting Contract Amendment #2 for Bidding, Negotiations, Permitting, Construction Administration and LEED Commissioning Services for the Robert Crown Community Center, Ice Complex and Library Project**

Staff and the Friends of the Robert Crown Center recommend City Council authorize the City Manager to amend an existing architectural services contract for bidding, negotiations, permitting, construction administration and LEED commissioning services for the Robert Crown Community Center, Ice Complex and Library Project (RFP No. 16-61) with Woodhouse Tinucci Architects LLC., (230 W. Superior Street, 6th Floor, Chicago, IL 60654), in the amount of $1,099,650.00. This amendment will modify the existing agreement from $2,146,833.00 to $3,246,483.00 and extend the existing contract deadline from June 30, 2017 to July 31, 2021. Funding will be provided from General Obligation Bonds and expenses will be tracked in the Capital Improvements Fund, Account 416.40.4160.62145.616017.

**For Action**
(A9) Resolution 48-R-18, Memorandum of Understanding with the Chicago Transit Authority for the Modernization of the CTA Purple Line in Evanston
Transportation & Parking Committee and staff recommend City Council adopt Resolution 48-R-18, authorizing the City Manager to execute a Memorandum of Understanding (MOU) with the Chicago Transit Authority (CTA) for the modernization of the CTA Purple Line in Evanston, with a focus on support for the Davis Street CTA station, with a local match contribution from the Washington National Tax Increment Finance (TIF) district. Funding will be from the Washington National TIF Fund (Account 300.99.5470.65515).

For Action

(A10) Resolution 27-R-18, Mutual Termination of Lease of City-Owned Property Located at 2222 Oakton Street with Smylie Brothers Draft and Package LLC
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”. The adoption of this resolution includes approval of the settlement agreement for repayment of three months of rent, utilities owed at the property, and additional funds attributed to sales, liquor and property taxes not recovered due to the business not locating at the property.

For Action

(A11) Resolution 47-R-18, Issuance of a Request for Qualifications/Proposals for Reuse of Recycling Center at 2222 Oakton Street
Staff recommends City Council adoption of Resolution 47-R-18, “Authorizing the City Manager to Initiate a Request for Qualifications / Request for Proposals (RFQ/P) for Reuse of City-Owned Real Property Located at 2222 Oakton Street”. This resolution would initiate the process to identify future users for the City-owned property. The proposed timeline is enclosed in the memo and, if authorized by the City Council, staff will update the RFQ/P document.

For Action

(A12) Ordinance 70-O-18, Amending City Code Section 10-11-7, Schedule VII(A), “Passenger Loading Zones, Public Carrier Stops and Stands” to Add a Loading Zone at 1007 Church Street
The Transportation/Parking Committee recommends City Council adoption of Ordinance 70-O-18, amending City Code Section 10-11-7, Schedule VII(A), “Passenger Loading Zones, Public Carrier Stops and Stands.” to add a loading zone at 1007 Church Street.

For Introduction

(A13) Ordinance 75-O-18, Amending City Code Section 10-11-7, Schedule VII(B), “Loading Zones” to Add a Loading Zone at 609 South Boulevard
The Transportation/Parking Committee recommend City Council adoption of Ordinance 75-O-18, amending City Code Section 10-11-7(B), “Loading Zones,” to Add a Loading Zone at 609 South Boulevard.

For Introduction
V. ITEMS FOR DISCUSSION

VI. COMMUNICATIONS

VII. ADJOURNMENT
Administration and Public Works Committee Meeting
Minutes of June 25, 2018
James C. Lytle Council Chambers – 6:00 p.m.
Lorraine H. Morton Civic Center

MEMBERS PRESENT: T. Suffredin, A. Rainey, P. Braithwaite, R. Rue Simmons

MEMBERS ABSENT: C. Fleming


PRESIDING OFFICIAL: Ald. Rainey

I. DECLARATION OF A QUORUM: ALDERMAN RAINNEY, CHAIR
A quorum being present, Ald. Rainey called the meeting to order at 6:12 p.m.

II. APPROVAL OF MINUTES OF REGULAR MEETING OF MAY 29, 2018
Ald. Braithwaite moved to accept the Minutes of May 29, 2018 and the A&PW meeting as submitted, seconded by Ald. Rue Simmons.

The Minutes of the May 29, 2018 A&PW meeting were approved unanimously 4-0.

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
Ald. Braithwaite moved to recommend approval of the City of Evanston Payroll for the period May 28, 2018 through June 10, 2018 in the amount of $2,914,751.37, seconded by Ald. Rainey

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

(A2) Bills List – June 26, 2018 $3,366,487.59
For Action
Ald. Braithwaite moved to recommend approval of the City of Evanston Bills list through June 26, 2018 in the amount of $3,366,487.59, seconded by Ald. Rue Simmons.
At Ald. Rainey’s inquiry, Assistant City Manager Erika Storlie explained that staff procures a list of addresses that moved into the 60201 and 60202 area codes from the U.S. Post Office quarterly for the purpose of mailing new resident post cards. She will provide a copy of the postcards for the aldermen and new residents in their ward.

At Ald. Rainey’s inquiry, Acting Public Works Director Lara Biggs explained that the Solid Waste study is visually examining the waste stream going to SWANNC to ensure appropriateness of what is being disposed for the purpose of resident education.

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

(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
Ald. Rainey moved to recommend 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), seconded by Ald. Rue Simmons.

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

(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
Ald. Rue Simmons moved to recommend City Council authorize the City Manager to execute a contract for the Survey Benchmark Update (No. 18-26) with American Surveying & Engineering, P.C. in the amount of $49,447.42 to verify the accuracy of the existing 18 survey monuments and to install an additional 20 monuments around the City utilized by contractors, developers, engineers, and City staff to design and construct projects ranging from roadway improvements to commercial development, seconded by Ald. Rainey.

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

(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**

Ald. Suffredin moved to recommend City Council authorize the City Manager to execute a contract with Construction Consulting & Disbursement Services for the Water Treatment Plant Door Renovations (Bid 18-29) in the amount of $80,500, seconded by Ald. Rue Simmons.

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

(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**

Ald. Braithwaite moved to recommend 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 in the amount of $36,473.00, seconded by Ald. Rainey.

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

(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
Ald. Rainey moved to recommend City Council authorize the City Manager to execute a contract for the Fire Station 2 Roof Replacement with Garland/DBS, Inc. in the amount of $234,057, seconded by Ald. Rue Simmons.

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

(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
Ald. Rue Simmons moved to recommend City Council authorize the City Manager to execute a contract for Mason Park Fieldhouse roof and exterior improvements with Garland/DBS, Inc. in the amount of $109,996, seconded by Ald. Rainey.

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

(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
Ald. Suffredin moved to recommend 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. in the amount of $377,000.00, seconded by Ald. Rue Simmons.

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

PUBLIC COMMENT
Junad Rizki discussed his opposition to:
- Item A9 because funds allocated are being redirected to a different project and the Clearwell project has not started yet.
- He expressed concern about the City’s loss of $50,000 in the Smylie Brother lease termination (item A15) and that money needs to be recovered.
- He suggested the City increase the lease price to cover the contract increase.

APW1 – CM fire pension cost higher than salaries on a daily basis. State factual information

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
Ald. Braithwaite moved to recommend 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) establishing the maximum grant funding at 80% of the engineering cost and commits Evanston to fund 20% of the engineering cost for a negotiated final cost for the Phase II Engineering with Stanley Consultants of $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, seconded by Ald. Rue Simmons.

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

(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
Ald. Rainey moved to recommend 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. for the Central Street Bridge Phase II Engineering for a total cost of the Phase II Engineering Services with Stanley Consultants, Inc. of $519,512, seconded by Ald. Rue Simmons.

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

(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
Ald. Rue Simmons moved to 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) 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, seconded by Ald. Rainey.

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

(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
Ald. Rue Simmons moved to direct staff to combine the request for proposal and the request for qualification for a taxable user to be presented at a subsequent meeting, seconded by Ald. Braithwaite.

Assistant City Manager Erika Storlie read a written statement from Ald. Fleming:

“I do not agree with the proposed RFP timeline provided in tonight’s packet. This 9-10 month process only prolongs our ability to liquidate the building and use the funds for things like designated capital improvements, debt repayment, or pension payments. I do not support the City going into another lease agreement given the ineffective execution of the current lease and the previous lease with The Evanston Arts Center. In addition, acting as a lessor would likely require the city to invest money into the building to repair the parking lot as was laid out in the current lease. This is money we simply do not have. I regret not being present to voice my strong support for the sale of this building.”

Ald. Rainey prefers to take a lease-to-own route for this property. It is not costing the City anything if it is unoccupied.

Ald. Rue Simmons agrees with Ald. Rainey and is opposed to selling. She would like to hold the property because of the proximity to the school and park. She hopes that the City will be more thoughtful of the next use for the property.

At Alds. Braithwaite and Suffredin’s inquiry, Braithwaite Community Development Director Johanna Leonard confirmed that Smylie Brothers does not owe taxes on the property because they did not finalize their site plan before the deadline to be added to the tax rolls in October.

The Committee voted unanimously 4-0 to approve the direction to staff.

(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

Ald. Braithwaite moved to recommend 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, seconded by Ald. Rue Simmons.

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

(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**
Ald. Rainey moved to recommend 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, seconded by Ald. Rue Simmons.

At Ald. Suffredin’s inquiry, Economic Development Manager Paul Zalmezak explained that after a plan review by a new contractor there are additional repairs/upgrades necessary to the electrical box and to make the bathroom ADA compliant. Hip Circle has incurred an $11,000 cost increase and will offset the other costs by doing their own labor.

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

(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**
Ald. Rue Simmons moved to suspend the rules and recommend 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, seconded by Ald. Braithwaite.

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

(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**
Ald. Suffredin moved to suspend the rules and 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, seconded by Ald. Rue Simmons.

The Committee voted unanimously 4-0 to suspend the rules and adopt the ordinance.
(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**

Ald. Braithwaite moved to suspend the rules and 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., seconded by Ald. Rue Simmons.

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

(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**

Ald. Rainey moved to suspend the rules and 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, seconded by Ald. Rue Simmons.

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

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 FY 2019.

**For Discussion**

Chief Scott presented a Fire Department services evaluation to the Committee. He highlighted the average number of daily staff (26), average travel response time compared to the national standard (3 minutes 15 seconds EFD vs 4 Minutes national) and staffing comparisons to similar departments in our region. EFD did not meet the national deployment standard for engine company minimum staffing, truck company minimum staffing and deployment staffing for
commercial/apartments and high-rise buildings.

Chief Scott also presented three items for budgetary consideration:
- Elimination of one or more public education/community engagement programs including the Citizen Fire Academy, Fire Explorer program and CPR classes. The cost of these programs is approximately $73,000.
- Holding of FTE vacancies would save approximately $600,000.
- Reducing daily staffing minimums to reduce operational overtime, which would result in a reduction of the City’s overall emergency response force and increase emergency response times.

Ald. Braithwaite discussed the community outreach commitment made to the residents. The demographics should mirror and match the community.

At Ald. Rue Simmons’ inquiry, Chief Scott will provide the number of people that participate in the community outreach programs.

VI. COMMUNICATIONS

VII. ADJOURNMENT
Ald. Braithwaite moved to recommend adjournment, seconded by Ald. Rainey. The meeting adjourned at 7:13pm.
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:    July 2, 2018

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

Summary:
Payroll – June 11, 2018 through June 24, 2018 $3,235,279.13
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Bills List – July 10, 2018 $2,617,387.83
General Fund Amount – Bills list $ 302,891.50

TOTAL AMOUNT OF BILLS LIST & PAYROLL $5,852,666.96

*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.

Attachments:
Bills List
100 GENERAL FUND

100 GENERAL SUPPORT

21639 EYE MED VISION CARE EYE MED VISION MONTHLY INVOICE 4,298.43
21640 METLIFE SMALL BUSINESS CENTER METLIFE DENTAL INVOICE 21,020.27
21640 GUARDIAN GUARDIAN MONTHLY INVOICE 18,443.08
21650 NATIONAL GUARDIAN LIFE INSURANCE CO. NGL MONTHLY INVOICE 193.85
41225 EVANSTON PARKS FOUNDATION DONATIONS TO HOLIDAY FOOD AND TOY DRIVE 3,500.00
100 GENERAL SUPPORT Total 57,904.03

1300 CITY COUNCIL

66095 OFFICE DEPOT OFFICE SUPPLIES 50.66
1300 CITY COUNCIL Total 50.66

1505 CITY MANAGER

62295 NORTHWEST MUNICIPAL CONFERENCE 2018 NWMC ANNUAL GALA - WALLY BOBKIEWICZ 80.00
62605 SYRACUSE UNIVERSITY REPORT ON DEMOGRAPHIC PROFILE OF 311 REQUESTERS 5,500.00
64540 AT & T MOBILITY *COMMUNICATION CHARGES MAY 16 106.57
65095 OFFICE DEPOT OFFICE SUPPLIES 28.62
1505 CITY MANAGER Total 5,715.19

1560 REVENUE & COLLECTIONS

61060 ACCOUNTING PRINCIPALS TEMPORARY PERSONNEL SERVICES 880.00
66040 EVANSTON IN SCHOOL MUSIC ASSOCIATION CULTURAL FUND GRANT 2,000.00
66040 EVANSTON SYMPHONY ORCHEstra CULTURAL FUND GRANT 2,000.00
66040 OPEN STUDIO PROJECT CULTURAL FUND GRANT 2,500.00
66040 TERRAIN DOBRERH AND JUSSTA DISTLER CULTURAL FUND GRANT 2,000.00
66040 THE CHICAGO SCHOOL OF PROFESSIONAL PSYCHOLOGY CULTURAL FUND GRANT 3,000.00
66040 IDENTITY ART COUNCIL GRANT FOR FAMILY FOCUS DANCE PROGRAM 1,000.00
66040 RIDGEVILLE FOUNDATION CULTURAL FUND GRANT 3,000.00
66040 NOELLE KRIMM CULTURAL FUND GRANT 2,000.00
1560 REVENUE & COLLECTIONS Total 17,500.00

1580 COMMUNITY ARTS

66040 EVANSTON IN SCHOOL MUSIC ASSOCIATION CULTURAL FUND GRANT 2,000.00
66040 EVANSTON SYMPHONY ORCHESTRA CULTURAL FUND GRANT 2,000.00
66040 OPEN STUDIO PROJECT CULTURAL FUND GRANT 2,500.00
66040 TERRAIN DOBRERH AND JUSSTA DISTLER CULTURAL FUND GRANT 2,000.00
66040 THE CHICAGO SCHOOL OF PROFESSIONAL PSYCHOLOGY CULTURAL FUND GRANT 3,000.00
66040 IDENTITY ART COUNCIL GRANT FOR FAMILY FOCUS DANCE PROGRAM 1,000.00
66040 RIDGEVILLE FOUNDATION CULTURAL FUND GRANT 3,000.00
66040 NOELLE KRIMM CULTURAL FUND GRANT 2,000.00
1580 COMMUNITY ARTS Total 17,500.00

1590 OFFICE OF EQUITY AND EMPOWERMENT

66040 SAMS CLUB DIRECT *SUPPLIES: EQUITY TRAINING-BEYOND DIVERSITY 77.98
1590 OFFICE OF EQUITY AND EMPOWERMENT Total 77.98

1929 HUMAN RESOURCE DIVISION

62160 THEODORE POLYGRAPH SERVICE, INC. THEODORE POLYGRAPH SERVICES-TESTING FOR EMPLOYMENT 175.00
62770 HEALTH ENDEAVORS, S.C. EMPLOYEE MEDICAL EVALUATIONS-HEALTH ENDEAVORS 2,205.00
62509 CONSUMERINFO.COM, INC. EXPERT/EMPLOYEE CREDIT MONITORING 4,021.25
62509 ESPYR EAP CONSULTING SERVICES-MONTHLY INVOICE 658.80
62630 SEDGWICK, INC. MANAGEMENT SERVICES-UNEMPLOYMENT, COMP, ADMIN FEES 1,400.00
65125 SAMS CLUB DIRECT *SUPPLIES: PUBLIC SERVICE WEEK 939.87
65125 SAMS CLUB DIRECT *SUPPLIES: RETURN -18.00
1929 HUMAN RESOURCE Division Total 9,381.92

1932 INFORMATION TECHNOLOGY DIVI.

62341 COMMUNICATIONS REVOLVING FUND INTERNET ACCESS ENTERPRISE CHARGES MAY 2018 450.00
62380 XEROX CORP. XEROX CHARGES 105.07
62380 CHICAGO OFFICE TECHNOLOGY GROUP COPY CHARGES 790.44
64005 AT & T COMMUNICATIONS CHARGES 43.73
1932 INFORMATION TECHNOLOGY Divi Total 1,389.24

1950 FACILITIES

62225 ASSA ABLOY ENTRANCE SOLUTIONS SLIDING DOOR ANNUAL MAINTENANCE 1,728.00
62225 FLADER PLUMBING & HEATING BUILDING SMOKE TEST 1,298.00
62225 IMPERIAL LIGHTING MAINTENANCE LIGHTING REPAIR FOR CIVIC CENTER BUILDING SIGN 2,455.00
62245 OTIS ELEVATOR COMPANY ELEVATOR MAINTENANCE 465.00
62245 THERMOSYSTEMS, INC. HEAT EXCHANGER FOR ROOFTOP UNIT AT LEVY SENIOR CENTER 12,698.47
62245 THERMOSYSTEMS, INC. LEVY COMPRESSOR FREIGHT 223.26
62509 TYCO INTEGRATED SECURITY LLC MULTIPLE FACILITIES ALARM SERVICES JUL-SEP 2018 3,026.16
64015 NICOR UTILITIES NICOR 2,096.86
65040 SUPERIOR INDUSTRIAL SUPPLY JANITORIAL SUPPLIES 501.00
65050 MARK VEND COMPANY COFFEE 79.99
65050 MARK VEND COMPANY COFFEE AND TEA 766.49
65050 THERMOSYSTEMS, INC. COMPRESSOR FOR NOYES 2,147.81
65050 THERMOSYSTEMS, INC. COMPRESSOR PARTS 1,805.83
65050 THERMOSYSTEMS, INC. COMPRESSOR PARTS FOR NOYES 1,805.83
1950 FACILITIES Total 31,028.70

2126 BUILDING INSPECTION SERVICES

62425 ELEVATOR INSPECTION SERVICE ELEVATOR INSPECTION 59.00
2126 BUILDING INSPECTION SERVICES Total 59.00

2205 POLICE ADMINISTRATION

62110 THE PRINTED WORD, INC. BUSINESS CARDS 60.00
62110 THE PRINTED WORD, INC. PRINTING SERVICES - CARDS 195.00
64005 COMED ELECTRIC BILL - CAMERAS 215.59
64015 NICOR UTILITIES NICOR 715.44
65125 MARK VEND COMPANY COFFEE CUPS 283.52
2205 POLICE ADMINISTRATION Total 2,149.75

2210 PATROL OPERATIONS

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65020 J. G. UNIFORMS, INC UNIFORM 438.35
65020 VCG UNIFORM UNIFORM - VEST 803.95
65025 SAMS CLUB DIRECT *SUPPLIES: PRISONER FOOD 314.42
2210 PATROL OPERATIONS Total 4,423.72
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Total: 273 of 620
### CITY OF EVANSTON

**BILLS LIST**

**PERIOD ENDING 07.10.2018**

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7710 MAJOR MAINTENANCE Total: 50,596.92

600 FLEET SERVICES FUND Total: 50,663.42

601 EQUIPMENT REPLACEMENT FUND

| 7780 VEHICLE REPLACEMENTS | JULY LEASE PAYMENT | 927.44 |

7780 VEHICLE REPLACEMENTS Total: 927.44

601 EQUIPMENT REPLACEMENT FUND Total: 927.44

605 INSURANCE FUND

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7800 RISK MANAGEMENT Total: 25,244.00

605 INSURANCE FUND Total: 25,244.00

Grand Total: 1,310,035.62
### SUPPLEMENTAL BILLS LIST ATTACHMENT

#### INSURANCE

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**Total for INSURANCE**: 1,306,382.41

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**Total for VARIOUS**: 1,307,352.21

**Grand Total**: 2,617,387.83

PREPARED BY ___________________________ DATE ___________________________

REVIEWED BY ___________________________ DATE ___________________________

APPROVED BY ___________________________ DATE ___________________________
Memorandum

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

From: Hitesh Desai, Chief Financial Officer/Treasurer
       Andrew Villamin, Accounting Manager

Subject: 2017 Comprehensive Annual Financial Report

Date: July 9, 2018

Recommended Action:
Staff recommends that City Council accept and file the 2017 Audited Comprehensive Annual Financial Report (CAFR).

Livability Benefits:

Summary:
Every year the City completes an independent audit of the financial performance for the prior year.

• FY2017 Audited Comprehensive Annual Financial Report (CAFR) – The CAFR is currently posted on the City’s Website: https://www.cityofevanston.org/home/showdocument?id=41766

• The Management Letter. This communication includes all management comments from our independent Auditor, Sikich, LLP. The Communication also covers any applicable changes due to GASB statements. The Letter is included as an attachment to this memorandum.

The 2017 Management Letter includes one significant deficiency regarding the City’s Foreign Fire Insurance Board. Prior to the audit, the City’s cash reconciliations did not include the Foreign Fire Insurance monies.

The Foreign Fire Insurance Board, elected by the Fire Department, controls use of these funds.

(g) All of the money paid to the secretary of the fire protection district under Section 11-10-1 of the Illinois Municipal Code (65 ILCS 5/11-10-1) shall be set apart and shall be appropriated annually by the board of trustees of the fire protection district to the department foreign fire insurance board.
(h) The treasurer of the department foreign fire insurance board shall receive the appropriated money and shall pay out the money upon the order of the board for the maintenance, use, and benefit of the department. As part of the fire protection district’s annual audit, these funds shall be audited to verify that the funds have been expended by the board only for the maintenance, use, and benefit of the department.

(Source: P.A. 96-505, eff. 8-14-09.)

As a result of the audit, the City will include this in the general ledger moving forward.

Sikich LLP has provided the City with an unqualified opinion, meaning the CAFR fairly states the City’s financial position as of December 31, 2017 for the items audited by Sikich LLP.

Attachments:
Management Letter/Communications To Council
CITY OF EVANSTON, ILLINOIS

AUDITOR'S COMMUNICATION TO THE CITY COUNCIL

For the Year Ended December 31, 2017
# CITY OF EVANSTON, ILLINOIS
AUDITOR’S COMMUNICATION TO THE BOARD OF TRUSTEES

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<td>MANAGEMENT LETTER</td>
<td>9-13</td>
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<td>FIRM PROFILE</td>
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June 22, 2018

The Honorable Mayor
Members of the City Council
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

Ladies and Gentlemen:

As part of our audit process we are required to have certain communications with those charged with governance at the beginning of our audit process and at the conclusion of the audit. Those communications include information related to the planned scope and timing of our audit, as well as other information required by auditing standards. Our communication at the beginning of our audit process along with our questionnaire regarding consideration of fraud in a financial statement audit was discussed with you in May 2018.

In addition, auditing standards require the communication of internal control related matters to those charged with governance. Our management letter, as well as a listing of future pronouncements that may affect the City, are enclosed within this document.

This information is intended solely for the use of the Mayor, City Council and management of the City of Evanston and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

\[ Siki\text{ch LLP } \]

Sikich LLP
By: Daniel A. Berg, CPA
Partner
June 22, 2018

The Honorable Mayor
Members of the City Council
City of Evanston, Illinois

Ladies and Gentlemen:

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Evanston, Illinois (the City) for the year ended December 31, 2017. Professional standards require that we provide you with information about our responsibilities under generally accepted accounting standards and Government Auditing Standards and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information to you in our letter dated November 17, 2017. Professional standards also require that we communicate to you the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated November 17, 2017, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered the City’s internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting.

As part of obtaining reasonable assurance about whether the City’s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit.
Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended December 31, 2017. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate effecting the City’s financial statements was:

Management’s estimate of the City’s net pension liability and net other postemployment benefit liability are based on various actuarially determined amounts, including estimated investment returns, dates of employee retirement, discount rates, healthcare trend rates, and mortality rates. We evaluated key factors and assumptions used to develop the management’s estimates of the City’s net pension liability and net other postemployment benefit liability in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent and clear.

Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to you in our engagement letter, dated November 17, 2017.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole, with the exception of the adjustment numbered AJE01, AJE02, AJE04, AJE05, AJE06, AJE07, AJE08, and AJE09.
Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor’s report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 22, 2018.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the City’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

The comprehensive annual financial report (CAFR) for the year ending December 31, 2017, contains an introductory section and statistical section which is unaudited and not covered by our report. In addition, we applied certain limited procedures to the required supplementary information (RSI) (pension and other post-employment benefit trend information, managements’ discussion and analysis and budget versus actual for major funds) included in the CAFR. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on combining and individual fund financial statements and schedules, which accompany the basic financial statements but are not RSI. With respect to the combining and individual fund financial statements and schedules accompanying the basic financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with the accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the combining and individual fund financial statements and schedules to the underlying accounting records used to prepare the basic financial statements or to the basic financial statements themselves.
Restriction on Use

This information is intended solely for the use of the Mayor, City Council and management of the City of Evanston and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

Sikich LLP

Sikich LLP
By: Daniel A. Berg, CPA
Partner
City of Evanston  
Year End: December 31, 2017  
Adjusting Journal Entries  
Date: 1/1/2017 To 12/31/2017  
Account No: AJE01 To AJE07

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<td>REALIZED GAIN/LOSS</td>
<td>310-99-5500-56586 HH-310</td>
<td>(45,325.03)</td>
</tr>
<tr>
<td>AJE02</td>
<td>12/31/2017</td>
<td>SURPLUS DISTRIBUTION</td>
<td>310-99-5500-69010 HH-310</td>
<td>45,325.03</td>
</tr>
<tr>
<td>AJE02</td>
<td>12/31/2017</td>
<td>SURPLUS DISTRIBUTION</td>
<td>310-99-5500-69010 HH-310</td>
<td>599,667.51</td>
</tr>
<tr>
<td>AJE02</td>
<td>12/31/2017</td>
<td>SURPLUS DISTRIBUTION</td>
<td>310-99-5500-69010 HH-310</td>
<td>(644,992.54)</td>
</tr>
<tr>
<td>AJE02</td>
<td>12/31/2017</td>
<td>Transfer to Debt Service</td>
<td>310-99-5500-66025 HH-310</td>
<td>45,325.03</td>
</tr>
<tr>
<td>AJE02</td>
<td>12/31/2017</td>
<td>Transfer from Other Funds</td>
<td>320-99-5500-57057 DS-320</td>
<td>(45,325.03)</td>
</tr>
</tbody>
</table>

To reverse Close out of Fund 310 to 320

| AJE03  | 12/31/2017 | PPRT LIABILITY                   | 100-22900 GF-100 | 176,884.34 |
| AJE03  | 12/31/2017 | MISCELLANEOUS REVENUE            | 100-15-1505-56045 GF-100 | (176,884.34) |

To remove PPRT liability for state overpayment

| AJE04  | 12/31/2017 | OTHER CHARGES                    | 100-15-1505-62605 GF-100 | (87,451.57) |
| AJE04  | 12/31/2017 | TRANSFER FROM RESTRICTED ACCOUNT  | 100-30-3040-53568 GF-100 | 28,000.00  |
| AJE04  | 12/31/2017 | TRANSFER FROM RESTRICTED ACCOUNT  | 100-30-3095-53568 GF-100 | 600.00  |
| AJE04  | 12/31/2017 | TRANSFER FROM RESTRICTED ACCOUNT  | 100-30-3100-53568 GF-100 | 800.00  |
| AJE04  | 12/31/2017 | TRANSFER FROM RESTRICTED ACCOUNT  | 100-30-3100-53568 GF-100 | 53,051.57  |

| AJE05  | 12/31/2017 | COMMON STOCKS                    | 700-11024 FP-700 | 108,441.00  |
| AJE05  | 12/31/2017 | ACCRUED INTEREST RECEIPT         | 700-11170 FP-700 | (108,441.00) |
| AJE05  | 12/31/2017 | INVESTMENT INCOME               | 700-23-8000-56501 FP-700 | 6,928.18  |
| AJE05  | 12/31/2017 | CHANGE IN APPRECIATION / DEPRECIATION ON | 700-23-8000-56585 FP-700 | 265,614.62  |
| AJE05  | 12/31/2017 | REALIZED GAIN/LOSS              | 700-23-8000-56585 FP-700 | (272,540.80) |
| AJE05  | 12/31/2017 | INVESTMENT INCOME               | 705-22-8100-56501 PP-705 | 938.07  |
| AJE05  | 12/31/2017 | CHANGE IN APPRECIATION / DEPRECIATION ON | 705-22-8100-56585 PP-705 | (230,030.07) |
| AJE05  | 12/31/2017 | REALIZED GAIN/LOSS              | 705-22-8100-56585 PP-705 | 229,098.00  |

To adjust Fire Pension Investments

- 6 -

286 of 620
<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Name</th>
<th>Account No</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>AJE06</td>
<td>12/31/2017</td>
<td>Comp Unit Rept Act</td>
<td>100-15-1560-56801 GF-100</td>
<td>(249,999.95)</td>
</tr>
<tr>
<td>AJE06</td>
<td>12/31/2017</td>
<td>TRANSFERS FROM LIBRARY FUND</td>
<td>100-15-1560-57009 GF-100</td>
<td>249,999.95</td>
</tr>
<tr>
<td>AJE06</td>
<td>12/31/2017</td>
<td>TRANSFER TO DEBT SERVICE - ERI</td>
<td>185-40-4805-66025 LF-185</td>
<td>(15,786.00)</td>
</tr>
<tr>
<td>AJE06</td>
<td>12/31/2017</td>
<td>TRANSFER TO DEBT SERVICE - ERI</td>
<td>185-40-4806-66025 LF-185</td>
<td>(21,553.92)</td>
</tr>
<tr>
<td>AJE06</td>
<td>12/31/2017</td>
<td>TRANSFER TO DEBT SERVICE - ERI</td>
<td>185-40-4802-66025 LF-185</td>
<td>(13,905.00)</td>
</tr>
<tr>
<td>AJE06</td>
<td>12/31/2017</td>
<td>Comp Unit Diso Act</td>
<td>185-40-4825-66019 LF-185</td>
<td>333,292.91</td>
</tr>
<tr>
<td>AJE06</td>
<td>12/31/2017</td>
<td>TRANSFER TO DEBT SERVICE - ERI</td>
<td>185-40-4825-66025 LF-185</td>
<td>(3,216.96)</td>
</tr>
<tr>
<td>AJE06</td>
<td>12/31/2017</td>
<td>TRANSFER TO DEBT SERVICE - ERI</td>
<td>185-40-4835-66025 LF-185</td>
<td>(8,966.04)</td>
</tr>
<tr>
<td>AJE06</td>
<td>12/31/2017</td>
<td>TRANSFER TO DEBT SERVICE - ERI</td>
<td>185-40-4840-66025 LF-185</td>
<td>(5,658.00)</td>
</tr>
<tr>
<td>AJE06</td>
<td>12/31/2017</td>
<td>TRANSFER TO DEBT SERVICE - ERI</td>
<td>185-40-4845-66025 LF-185</td>
<td>(14,207.04)</td>
</tr>
<tr>
<td>AJE06</td>
<td>12/31/2017</td>
<td>TRANSFER TO GENERAL FUND</td>
<td>185-40-4845-66131 LF-185</td>
<td>(249,999.95)</td>
</tr>
<tr>
<td>AJE06</td>
<td>12/31/2017</td>
<td>Comp Unit Rept Act</td>
<td>320-99-5560-56801 DS-320</td>
<td>(83,292.95)</td>
</tr>
<tr>
<td>AJE06</td>
<td>12/31/2017</td>
<td>TRANSFERS FROM LIBRARY FUND</td>
<td>320-99-5560-57009 DS-320</td>
<td>83,292.96</td>
</tr>
</tbody>
</table>

To correct transfers

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Name</th>
<th>Account No</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>AJE07</td>
<td>12/31/2017</td>
<td>Cash Foreign Fire</td>
<td>206-10060 GF-100</td>
<td>142,398.21</td>
</tr>
<tr>
<td>AJE07</td>
<td>12/31/2017</td>
<td>Foreign Fire Insurance</td>
<td>206-23-20-55044 GF-100</td>
<td>(282,778.33)</td>
</tr>
<tr>
<td>AJE07</td>
<td>12/31/2017</td>
<td>Uniform Foreign Fire</td>
<td>206-23-20-61635 GF-100</td>
<td>750.00</td>
</tr>
<tr>
<td>AJE07</td>
<td>12/31/2017</td>
<td>Dues Foreign Fire</td>
<td>206-23-20-62360 GF-100</td>
<td>1,866.21</td>
</tr>
<tr>
<td>AJE07</td>
<td>12/31/2017</td>
<td>Bank Charges Foreign Fire</td>
<td>206-23-20-62705 GF-100</td>
<td>123.21</td>
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<tr>
<td>AJE07</td>
<td>12/31/2017</td>
<td>Miscellaneous Foreign Fire</td>
<td>206-23-20-62770 GF-100</td>
<td>1,267.71</td>
</tr>
<tr>
<td>AJE07</td>
<td>12/31/2017</td>
<td>Cable Foreign Fire</td>
<td>206-23-20-64665 GF-100</td>
<td>7,651.51</td>
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<tr>
<td>AJE07</td>
<td>12/31/2017</td>
<td>Minor Equipment and Tools Foreign Fire</td>
<td>206-23-20-65155 GF-100</td>
<td>128,681.48</td>
</tr>
</tbody>
</table>

To record foreign fire insurance activity
## CITY OF EVANSTON

### GENERAL, NONMAJOR, GOVERNMENTAL ACTIVITIES AND WATER AND PARKING FUNDS BUSINESS-TYPE ACTIVITIES

(UNIT OPINION UNITS)

For the Year Ended 12/31/2017

All entries posted as Debit (Credit)

<table>
<thead>
<tr>
<th>Description</th>
<th>Assets</th>
<th>(Liabilities)</th>
<th>(Retained Earnings/Fund Balance)</th>
<th>(Profit)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Effect of Prior Period Passed AJE's that have carried forward to Current Period</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Understated current year telecomm taxes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL GENERAL FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>DEBT SERVICE FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Effect of Prior Period Passed AJE's that have carried forward to Current Period</td>
<td>$</td>
<td>$</td>
<td>(4,409)</td>
<td>4,409</td>
</tr>
<tr>
<td>Amount of the IMET investment not reserved for by the City</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL DEBT SERVICE FUND</strong></td>
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<td></td>
<td>(4,409)</td>
<td>4,409</td>
</tr>
<tr>
<td><strong>NONMAJOR GOVERNMENTAL FUNDS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Effect of Prior Period Passed AJE's that have carried forward to Current Period</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount of the IMET investment not reserved for by the City</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL NONMAJOR GOVERNMENTAL FUNDS</strong></td>
<td></td>
<td></td>
<td>(264,430)</td>
<td>264,430</td>
</tr>
<tr>
<td><strong>GOVERNMENTAL ACTIVITIES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Effect of Prior Period Passed AJEs that have carried forward to Current Period</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL GOVERNMENTAL ACTIVITIES</strong></td>
<td>$</td>
<td>$</td>
<td>(264,430)</td>
<td>264,430</td>
</tr>
<tr>
<td><strong>BUSINESS-TYPE ACTIVITIES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>WATER FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Effect of Prior Period Passed AJEs that have carried forward to Current Period</td>
<td>$</td>
<td>$</td>
<td>(51,354)</td>
<td>51,354</td>
</tr>
<tr>
<td>To record Prior Period Adjustment For Water capital projects</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL WATER FUND</strong></td>
<td></td>
<td></td>
<td>(227,924)</td>
<td>227,924</td>
</tr>
<tr>
<td><strong>PARKING FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Effect of Prior Period Passed AJEs that have carried forward to Current Period</td>
<td>$</td>
<td>$</td>
<td>(93,316)</td>
<td>93,316</td>
</tr>
<tr>
<td><strong>TOTAL PARKING FUND</strong></td>
<td></td>
<td></td>
<td>(93,316)</td>
<td>93,316</td>
</tr>
<tr>
<td><strong>TOTAL BUSINESS-TYPE ACTIVITIES</strong></td>
<td>$</td>
<td>$</td>
<td>(372,594)</td>
<td>372,594</td>
</tr>
</tbody>
</table>
CITY OF EVANSTON, ILLINOIS

MANAGEMENT LETTER

December 31, 2017
The Honorable City Mayor
Members of the City Council
City of Evanston, Illinois

In planning and performing our audit of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information of the City of Evanston, Illinois (the City) as of and for the year ended December 31, 2017, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we have identified certain deficiencies in internal control that we consider to be a significant deficiency.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

The City's written response to the significant deficiency and other comments identified in our audit has not been subjected to the audit procedures applied in the audit of the basic financial statements and, accordingly, we express no opinion on it. In addition, we reviewed the status of the deficiencies dated December, 31, 2016. The status of these is included in Appendix A.

This communication is intended solely for the information and use of the Mayor, City Council and management and is not intended to be, and should not be, used by anyone other than these specified parties.

Sikich LLP
Naperville, Illinois
June 22, 2018
SIGNIFICANT DEFICIENCY

Foreign Fire Insurance

During the course of our audit, we noted that the City’s general ledger did not contain the cash account or the activity for the City’s Foreign Fire Insurance Board. The City’s staff accumulated the financial data for the year in order to create the adjustment to record the appropriate activity. We recommend that the City record all funds and their activity for which it is responsible on the general ledger.

Management Response

The City will implement the auditors’ recommendation.

OTHER COMMENTS

Future Accounting Pronouncements

The Governmental Accounting Standards Board (GASB) has issued a number of pronouncements that will impact the City in the future.

GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions, addresses reporting by governments that provide OPEB to their employees and for governments that finance OPEB for employees of other governments and replaces the requirements of GASB Statement No. 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions, as they relate to governments that provide benefits through OPEB plans administered as trusts or similar arrangements that meet certain criteria. Statement No. 75 requires governments providing defined benefit OPEB to recognize their long-term obligation for OPEB as a liability for the first time, and to more comprehensively and comparably measure the annual costs of OPEB benefits. The Statement also enhances accountability and transparency through revised and new note disclosures and required supplementary information (RSI). The provisions in Statement No. 75 are effective for the fiscal year ending December 31, 2018.

GASB Statement No. 82, Pension Issues - an amendment of GASB Statements No. 67, No. 68, and No. 73, addresses issues regarding (1) the presentation of payroll-related measures in the required supplementary information, (2) the selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements. The requirements of this standard are effective for the fiscal period ending December 31, 2017 and 2018. Earlier application is encouraged.

GASB Statement No. 83, Certain Asset Retirement Obligations, addresses accounting and financial reporting for certain asset retirement obligations (AROs). This statement requires disclosure of information about the nature of a government’s AROs, the methods and assumptions used for the estimate of the liabilities, and the estimated remaining useful life of the associated tangible capital assets. The requirements of this statement are effective for the fiscal year ending December 31, 2019. Earlier application is encouraged.
OTHER COMMENTS (Continued)

Future Accounting Pronouncements (Continued)

GASB Statement No. 84, *Fiduciary Activities*, is intended to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This statement establishes criteria for identifying fiduciary activities of all state and local governments and the criteria is generally focused on (1) whether a government is controlling the assets of a fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. The requirements of this statement are effective for the fiscal year ending December 31, 2019. Earlier application is encouraged.

GASB Statement No 85, *Omnibus 2017*, addresses a number of issues across a spectrum of topics including issues related to blending component units where the primary government is a business type activity that reports basic financial statements in a single column, accounting for goodwill, fair value measurement and application related to real estate held by insurance activities and measuring certain investments at cost or amortized cost, and various issues related to accounting and reporting for postemployment benefits (pensions and other postemployment benefits [OPEB]). Statement No 85 is effective for the fiscal year ending December 31, 2018.

GASB Statement No. 86, *Certain Debt Extinguishment Issues*, is intended to improve accounting and financial reporting for in-substance defeasances of debt, prepaid insurance on debt that is extinguished and notes to financial statements for debt that is defeased in substance. The requirements of this statement are effective for the fiscal year ending December 31, 2018. Earlier application is encouraged.

GASB Statement No. 87, *Leases*, establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset and aims to enhance comparability of financial statements among governments. This statement also requires additional notes to the financial statements related to the timing, significance, and purpose of a government’s leasing arrangements. The requirements of this statement are effective for the fiscal year ending December 31, 2020. Earlier application is encouraged.

GASB Statement No 88, *Certain Disclosures Related to Debt*, including Direct Borrowings and Direct Placements, was issued in March 2018 and provides guidance on improving disclosures in the notes to the financial statements related to debt, including direct borrowings and direct placements of debt. This Statement defines debt for purposes of disclosure in notes to financial statements as a liability that arises from a contractual obligation to pay cash (or other assets that may be used in lieu of cash) in one or more payments to settle an amount that is fixed at the date the contractual obligation is established. This Statement requires that additional essential information related to debt be disclosed in notes to financial statements, including unused lines of credit; assets pledged as collateral for the debt; and terms specified in debt agreements related to significant events of default with finance-related consequences, significant termination events with finance-related consequences, and significant subjective acceleration clauses. This statement is effective for fiscal years ending December 31, 2019.

We will advise the City of any progress made by GASB in developing this and other future pronouncements that may have an impact on the financial position and changes in financial position of the City.
APPENDIX A
STATUS OF PRIOR YEAR COMMENTS

1. Long-Term Debt Adjustments

While performing our audit procedures, we noted that the City’s accrued interest payable was not supported by a schedule. We recommend that the accrued interest calculation be captured in a schedule that can be rolled forward on an annual basis to support entries. We recommend that the City add these areas to its year end closing and audit preparation processes.

Management Response

The bond amortization schedule is currently being maintained. Staff will update this schedule to include interest payable accrual.

Status - Comment considered implemented as of December 31, 2017.

2. External Reporting Support

During the course of our audit, we noted that the City’s general ledger required adjustments even through significant improvement was made from prior year, a reduction from twenty to six, which equated to a 70% decline. Additionally, The City does not utilize its general ledger software to track governmental capital assets or long-term debt. We believe that the general ledger is the historical documentation for all of the City’s financial transactions and should be used to support the external financial reporting. We recommend that the City discontinue the use of the reconciling spreadsheets and instead mirror the external financial reporting policies in its internal general ledger.

Management Response

The staff has created General Fixed Account Group and General Long-Term Debt Account Group in the General Ledger system. The 2015 balances have been set up, and the 2016 transactions will be posted when the final CAFR is completed. This is due to the auditors doing the GASB conversion of the government wide financial statements. Staff will be working on the New World’s GASB module to be able to produce the CAFR in-house. The 2017 audit will include fixed assets and long-term debt in the general ledger as recommended.

Status - Comment considered partially implemented for December 31, 2017 due to the reduction of adjustments from the prior year.
FIRM PROFILE

ORGANIZATION
Sikich LLP, a leading professional services firm specializing in accounting, technology, investment banking* and advisory services**, has 750+ professionals throughout the country. Founded in 1982, Sikich now ranks as one of the country’s Top 30 Certified Public Accounting firms and is among the top 1% of all enterprise resource planning solution partners in the world. From corporations and not-for-profits to state and local governments, Sikich clients can use a broad spectrum of services and products that help them reach long-term, strategic goals.

INDUSTRIES
Sikich provides services and solutions to a wide range of industries. We have devoted substantial resources to develop a significant base of expertise and experience in:

- Agriculture
- Energy
- Manufacturing & Distribution
- Construction & Real Estate
- Government
- Not-For-Profit

STATISTICS
2016 Revenues .................................. $146.4M
Total Partners .................................. 100
Total Personnel .................................. 750+
Personnel count as of January 1, 2018

SERVICES
ACCOUNTING, TAX & ASSURANCE

TECHNOLOGY
- Business Application
- Cloud & Infrastructure
- Consulting & Implementation
- Security and Compliance

ADVISORY
- Business Succession Planning
- Insurance Services
- Forensic and Valuation Services
- Human Resources Consulting
- Investment Banking
- Marketing & Design
- Public Relations
- Retirement Plan Services
- Supply Chain
- Wealth Management

2018 AWARDS
- Milwaukee’s Best and Brightest Companies to Work For
- Oracle NetSuite 5 Star Award
- Best Places to Work in Illinois

2017 AWARDS
- Bob Scott’s Top 100 Value Added Reseller Stars (VARs) - ranked #7
- Accounting Today Top 100 VARs - ranked #6
- Vault Accounting Top Ranked
- Accounting Today Top 100 Firms - ranked #27 nationally
- When Work Works Award
- WorldAtWork Work-Life Seal of Distinction
- Microsoft Dynamics Inner Circle and President’s Club
- Best Places to Work in Illinois
- Milwaukee’s 101 Best and Brightest Companies to Work For®
- Best Places to Work in Indiana
- Chicago’s 101 Best and Brightest Companies to Work For®
- Milwaukee Journal Sentinel Top Workplaces in Milwaukee

2016 AWARDS
- Accounting Today Top Regional Leaders and Firms: Great Lakes - ranked #4
- Milwaukee Business Journal Largest Management Consulting Firms - ranked #10
- Milwaukee Business Journal Largest Milwaukee Area Accounting Firms - ranked #8
- Int. 5000 - ranked #4613

2015 AWARDS
- National Best and Brightest Companies to Work For®
- National Best and Brightest in Wellness
- Edge Award - Community Service
- Chicago Tribune’s Top Workplaces

* Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC.
** Investment advisory services offered through Sikich Advisors, an SEC Registered Investment Advisor. Securities offered through Triad Advisors, member FINRA and SIPC. Triad Advisors and Sikich Financial are not affiliated.

877.279.4900 | info@sikich.com | SIKICH.COM

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CERTIFICATIONS

All professional accounting staff with more than one year of experience have earned or are working toward earning the Certified Public Accountant designation. Sikich is a member of the American Institute of Certified Public Accountants' Governmental Audit Quality Center and the Employee Benefit Plan Audit Quality Center. We adhere to the strict requirements of membership which assure we meet the highest standards of audit quality. In 2017 Sikich LLP received its 10th consecutive unmodified ("pass") peer review report, the highest level of recognition conferred upon a public accounting firm for its quality control systems.

MICROSOFT PARTNER

Sikich has earned a Microsoft ERP Gold competency; ranked among the top one percent of all Microsoft Dynamics partners worldwide; and carries the following certifications:

- Microsoft Small Business Specialist
- MCP (Microsoft Certified Professional)
- MCSE (Microsoft Certified System Engineer)
- CCNA (Cisco Certified Network Associate)
- CCDA (Certified Cisco Design Associate)
- CCEA (Citrix Certified Enterprise Administrator)
- MRMS (Microsoft Retail Management Systems)
- CISA (Certified Information Systems Auditor)
- CNE (Certified Novell Engineer)
- MS CSM (Microsoft Customer Service Manager)
- MS CAE (Microsoft Certified Account Executive)
- MCDBA (Microsoft Certified Database Admin)
- Certified for Microsoft Dynamics (NAV)

SIKICH IS PROUD TO BE PART OF:

THE LEADING EDGE ALLIANCE

The Leading Edge Alliance (LEA) is the second largest international association of independent accounting firms.* The LEA is an international professional association of independently-owned accounting and consulting firms. Members are top quality firms who share an entrepreneurial spirit and a drive to be the premier provider of professional services in their chosen markets. The Alliance provides Sikich with an unbeatable combination: the comprehensive size and scope of a large multinational company while offering their clients the continuity, consistency, and quality service of a local firm.

*International Accounting Bulletin, 2011

PRIMEGLOBAL

PrimeGlobal is one of the top five largest associations of independent accounting firms in the world, providing a wide range of tools and resources to help member firms furnish superior accounting, auditing and management services to clients around the globe.

LOCATIONS

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<thead>
<tr>
<th>Location</th>
<th>Phone</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boston, MA</td>
<td>(617) 223-0000</td>
<td>1415 W. Dilei Rd., Suite 400</td>
</tr>
<tr>
<td>Chicago, IL</td>
<td>(312) 541-9000</td>
<td>60563 (630) 566-8400</td>
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<tr>
<td>Akron, OH</td>
<td>(330) 864-5661</td>
<td>56653 (440) 864-5661</td>
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<td>Atlanta, GA</td>
<td>(770) 226-9374</td>
<td>60603 (404) 864-5661</td>
</tr>
<tr>
<td>Decatur, IL</td>
<td>(217) 423-6000</td>
<td>300 ISM (217) 423-6000</td>
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<tr>
<td>Denver, CO</td>
<td>(303) 254-0400</td>
<td>254-0400 (303) 254-0400</td>
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<tr>
<td>Ft. Wayne, IN</td>
<td>(260) 485-0665</td>
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<td>Houston, TX</td>
<td>(832) 831-3549</td>
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<td>Indianapolis, IN</td>
<td>(317) 842-4466</td>
<td>317-842-4466</td>
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<td>Kansas City, MO</td>
<td>(816) 673-7534</td>
<td>816-673-7534</td>
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<td>Los Angeles, CA</td>
<td>(310) 315-9660</td>
<td>310-315-9660</td>
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<td>Milwaukee, WI</td>
<td>(262) 754-9400</td>
<td>262-754-9400</td>
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<td>Minneapolis, MN</td>
<td>(763) 445-2632</td>
<td>763-445-2632</td>
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<tr>
<td>Phoenix, AZ</td>
<td>(602) 381-0072</td>
<td>602-381-0072</td>
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<tr>
<td>Rockford, IL</td>
<td>(815) 282-6595</td>
<td>815-282-6595</td>
</tr>
<tr>
<td>St. Louis, MO</td>
<td>(314) 275-7277</td>
<td>314-275-7277</td>
</tr>
<tr>
<td>Springfield, IL</td>
<td>(217) 793-3353</td>
<td>217-793-3353</td>
</tr>
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</table>
For City Council meeting of July 9, 2018  
Item A4  
Business of the City by Motion: Civic Center HVAC Architectural/Engineering Services (RFQ 18-07)  
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  
Shane Cary, Architect/Project Manager

Subject: Civic Center HVAC Architectural/Engineering Services  
(RFQ No. 18-07)

Date: July 9, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a contract for engineering services related to the Lorraine H. Morton Civic Center HVAC Architectural/Engineering Services (RFQ No. 18-07) with Grumman/Butkus Associates (820 Davis Street, Ste 300, Evanston, Illinois 60201), in the amount of $47,330.00.

Funding Source:
Funding will be provided from the Capital Improvement Program (CIP) 2017 General Obligation Bonds (Account No. 415.40.4117-618004), which has an FY 2018 budget of $100,000 with $100,000 remaining.

Livability Benefits:
Built Environment: Enhance public spaces  
Climate & Energy: Improve energy and water efficiency; Reduce greenhouse gas emissions  
Education, Arts, & Community: Preserve and reuse historic structures and sites  
Health & Safety: Promote healthy, active lifestyles

Background Information:
The Lorraine H. Morton Civic Center was originally constructed in 1901 to be a catholic parish boarding school. The building was designed for the Sisters of Visitation, by architect Henry J. Schlacks, an Evanston architect. In 1915, the building was sold to the Sisters of Providence who named the school the Marywood Academy, and operated the school until it closed in 1970. The building is on the national register of historic places.
as the Marywood Academy and is an excellent example of Georgian Revival Architecture.

The HVAC system of the Civic Center is composed of three separate systems: boiler for heating, water-cooled heat pumps for air conditioning, and an unused air handler in the attic for ventilation. The maintenance costs on all three of these separate systems have been increasing over the past several years. The scope of this project is to assess the existing systems, the needs of the building, and provide a report which will provide a master plan for modernizing the HVAC system. This report will include a life cycle cost analysis and can be used to make informed decisions on the capital budget for the Civic Center moving forward.

Analysis:
On March 8, 2018 the City issued a Request for Qualifications for consultant services to assess the Civic Center’s HVAC system and prepare a report as described above. On April 17, 2018 proposals were received from the following seven consulting engineering firms:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Address</th>
</tr>
</thead>
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<tr>
<td>CCJM Engineers, Ltd.</td>
<td>303 E. Wacker Drive, Ste. 303</td>
</tr>
<tr>
<td></td>
<td>Chicago, Illinois 60601</td>
</tr>
<tr>
<td>Clark Dietz, Inc.</td>
<td>118 S. Clinton Street, Suite 700</td>
</tr>
<tr>
<td></td>
<td>Chicago, Illinois 60661</td>
</tr>
<tr>
<td>Grumman/Butkus Associates</td>
<td>820 Davis Street, Suite 300</td>
</tr>
<tr>
<td></td>
<td>Chicago, Illinois 60201</td>
</tr>
<tr>
<td>Milhouse Engineering 7 Construction, Inc.</td>
<td>60 E. Van Buren St., Ste. 1501</td>
</tr>
<tr>
<td></td>
<td>Chicago, IL 60605</td>
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<tr>
<td>SSC Engineering, Inc.</td>
<td>8201 183rd St., Ste. B</td>
</tr>
<tr>
<td></td>
<td>Tinley Park, IL 60487</td>
</tr>
<tr>
<td>Stanley Consultants, Inc.</td>
<td>8501 W. Higgins Rd., Ste. 730</td>
</tr>
<tr>
<td></td>
<td>Chicago, IL 60631</td>
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<tr>
<td>WMA Consulting Engineers, Ltd.</td>
<td>815 S. Wabash Ave.</td>
</tr>
<tr>
<td></td>
<td>Chicago, Illinois 60605</td>
</tr>
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Proposals were reviewed by the following staff:
- Kimberly Richardson, Assistant to the City Manager – City Manager’s Office
- Jillian Ostman, Purchasing Specialist – City Manager’s Office/Finance
- Lukasz Tatara, Facilities Management Supervisor – Administrative Services
- Shane Cary, Project Manager – Public Works Agency
- Anil Khatkhate, Project Manager – Public Works Agency

Following the initial scoring, the selection committee interviewed the four highest ranked firms, Milhouse, CCJM, Grumman/Butkus Associates, and WMA Consulting Engineers, to confirm their understanding of the project and evaluate their overall expertise. Below is a chart indicating the revised scoring following the interviews.
<table>
<thead>
<tr>
<th>Consultant</th>
<th>Firm Qualifications and Experience</th>
<th>Project Approach</th>
<th>Interview</th>
<th>Organization and Completeness of Proposal</th>
<th>Willingness to Execute City Contract</th>
<th>M/W/EBE Participation</th>
<th>Total</th>
</tr>
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<tr>
<td>Maximum Points</td>
<td>30</td>
<td>40</td>
<td>10</td>
<td>10</td>
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<td>10</td>
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<tr>
<td>Grumman/Butkus Associates</td>
<td>28</td>
<td>36</td>
<td>7</td>
<td>9</td>
<td>10</td>
<td>10</td>
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<td>WMA Consulting Engineers, Ltd.</td>
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<td>Stanley Consultants, Inc.</td>
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<td>13</td>
<td>0</td>
<td>5</td>
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<td>5</td>
<td>52</td>
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</table>

Additionally, staff contacted the references provided for each of the representative projects for each of the four short listed project teams. The references for Grumman/Butkus were very strong.

Grumman/Butkus Associates demonstrated a good understanding of the project issues and the potential solutions, and their team had similar experience completing similar types of projects. Therefore, staff recommends award to Grumman/Butkus Associates in the amount of $47,330.00.

A review of the project for compliance with the City’s M/W/EBE program goals is attached.

**Attachments:**
Memo on M/W/EBE Compliance, dated 07/09/2018
To:        David Stoneback, Public Work Agency Director  
Lara Biggs, Bureau Chief – Capital Planning / City Engineer  
Stefanie Levine, Senior Project Manager  
Shane Cary, Architect/Project Manager  

From:     Tammi Nunez, Purchasing Manager  

Subject:  Civic Center HVAC Architectural / Engineering Services, RFQ 18-07  

Date:     July 9, 2018  

The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City’s goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract.

With regard to the recommendation for the Civic Center HVAC Architectural / Engineering Services, RFQ 18-07, Grumman/Butkus Associates total base bid is $47,330.00, and they will receive 100% credit for compliance towards the M/W/EBE goal.

Grumman/Butkus Associates, the prime consultant, is an Evanston based business.

<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>WBE</th>
<th>EBE</th>
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<td>Grumman/Butkus Associates</td>
<td>Engineering Services</td>
<td>$47,330.00</td>
<td>100%</td>
<td></td>
<td></td>
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<tr>
<td>820 Davis Street, Ste 300</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evanston, IL 60601</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total M/W/EBE</td>
<td></td>
<td>$47,330.00</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CC: Hitesh Desai, Chief Financial Officer
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
       Anil Khatkhate, Project Manager

Subject: Citywide Arc Flash Program (RFP 18-24)

Date: July 9, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a contract for the Citywide Arc Flash Program (RFP 18-24) with Lewellyn Technology (6210 Technology Center Drive, Suite 200, Indianapolis, IN) in the amount of $53,575.

Funding Source:
Funding will be provided from Capital Improvements Fund 2018 General Obligation Bonds (Account 415.40.4118.65515 – 618003). This project was budgeted at $150,000 in FY 2018 and has $148,124 is remaining.

Livability Benefit:
Health & Safety: Improve emergency prevention and response; Enhance resiliency to natural and human hazards

Background:
The required safety measures around electrical systems include arc flash studies, infrared thermographic scanning, proper labeling and training for employees. When an arc flash study is completed, all major electrical equipment is evaluated to determine its level of potential hazard and then labeled accordingly. This identifies to any worker the proper level of Personal Protective Equipment that is needed to work on a particular piece of equipment as well as any other specific safety precautions. The infrared thermographic scanning is used to determine if there are any localized “hot spots” within any of the pieces of electrical equipment. These hot spots are the points of likeliest failure and are used to determine which equipment is in need of repair or replacement. Infrared scanning is often completed as part of the arc flash study to verify equipment is working properly prior to completing the safety labeling.
It is the recommendation of FM Global, the City’s insurance provider, that arc flash studies be performed for all buildings with 480V, 3-phase electrical power supplies. To date, the City of Evanston has not performed the arc flash studies and/or provided labeling of the electrical hazards around electrical panels of any buildings except for at the Water Treatment Plant. This study will include all city buildings with a 480V electric supply that have not yet been labeled, except for the water pumping stations located at the North and South Standpipes. Those facilities will have arc flash labeling completed as part of the South Standpipe MCC Replacement project approved by City Council on 6/25/18, once the electrical equipment is updated.

The citywide arc flash program is scheduled to be completed by October 31, 2018.

Analysis:
On April 5, 2018 City of Evanston advertised this RFP in the Chicago Tribune and on Demandstar. On May 8, 2018, proposals were received from the following eight consultants:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Address</th>
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</thead>
<tbody>
<tr>
<td>Clark Dietz, Inc.</td>
<td>118 S. Clinton Street, Suite 700, Chicago, IL</td>
</tr>
<tr>
<td>Energy Management &amp; Testing</td>
<td>3968 Laura Lane, Rockford, IL</td>
</tr>
<tr>
<td>Lewellyn Technology</td>
<td>6210 Technology Center Drive, Suite 200, Indianapolis, IN</td>
</tr>
<tr>
<td>McGuire Engineers, Inc.</td>
<td>300 South Riverside Plaza, Suite 1650, Chicago, IL</td>
</tr>
<tr>
<td>MEP Infrastructure Solutions, Inc.</td>
<td>1601 Orrington Ave., Suite 601, Evanston, IL</td>
</tr>
<tr>
<td>Milhouse Engineering &amp; Construction, Inc.</td>
<td>60 East Van Buren Street, Suite 1501, Chicago, IL</td>
</tr>
<tr>
<td>SSC Engineering, Inc.</td>
<td>8201 183rd Street, Suite B, Tinley Park, IL</td>
</tr>
<tr>
<td>WMA Consulting Engineers, Ltd.</td>
<td>815 South Wabash Avenue, Chicago, IL</td>
</tr>
</tbody>
</table>

Proposals were reviewed by the following staff:
- Lara Biggs, Bureau Chief – Capital Planning and Engineering
- Shane Cary, Architect/Project Manager
- John Devaney, Facilities Supervisor – Library
- Jay Henderson, Division Chief – Pumping
- Anil Khatkhate, Project Manager
- Jillian Ostman, Purchasing Specialist
- Christopher Woppel, Electrician – Facilities Management

Following the initial scoring, the selection committee interviewed the two highest ranked firms, Lewellyn Technology and Clark Dietz, to confirm their understanding of the project and evaluate their overall expertise. Below is a chart indicating the revised scoring following the interviews.
<table>
<thead>
<tr>
<th>Consultant</th>
<th>Maximum Points</th>
<th>Firm Qualifications and Experience</th>
<th>Project Team Technical Expertise</th>
<th>Project Approach</th>
<th>Interview</th>
<th>Cost of Services</th>
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<td>10</td>
<td>61</td>
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Both Lewellyn and Clark Dietz are qualified and have a good project approach. However, Lewellyn Technology is very specialized in the field of electrical safety and training. The staff recommends a contract be awarded to Lewellyn Technology for a total amount of $53,575.

Staff contacted references for Llewellyn and found them to be positive.

A review of the project for compliance with the City’s M/W/EBE program goals is attached.

Attachments:
M/W/EBE Memo
To: David Stoneback, Public Works Agency Director
   Lara Biggs, P.E. Bureau Chief – Capital Planning / City Engineer
   Anil Khatkhate, Project Manager

From: Tammi Nunez, Purchasing Manager

Subject: Citywide Arc Flash Program, RFP 18-24

Date: July 9, 2018

The goal of the Minority, Women, and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City has established a 25% M/W/EBE subcontracting participation goal for general contractors. However, the Citywide Arc Flash Program, RFP 18-24, precludes subcontracting opportunities.

Lewellyn Technology, LLC is a 100% self-performing company. 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: Jill Velan, Parking Division Manager
      Erika Storlie, Assistant City Manager & Administrative Services Director

Subject: Approval of 2018 Pay Station Expenses to Total Parking Solutions

Date: July 01, 2018

Recommended Action:
Staff recommends the City Council authorize expenditure to Total Parking Solutions, Inc. (2721 Curtiss St., Downers Grove, IL 60515), to cover the fees associated with 22 parking meter terminals (pay stations) in the amount of $33,000 for the period May 16, 2018 through May 15, 2019.

Funding Source:
Funding is provided by the Parking Fund (Account 505.19.7015.62245), with an FY2018 budget of $55,740 and a remaining balance of $50,779.

Livability Benefits:
Built Environment: Provide people friendly streets, buildings, Parks and Neighborhoods, and Promote Diverse Transportation Modes.

Summary:
The parking meter terminals (pay stations) have an annual fee for back office support, Web Office CMS Monitoring, of $780 per unit. In addition, there are fees of $720 per unit for maintenance which includes parts, labor, and quarterly preventative maintenance and cleaning. The fee is paid to the vendor annually.

Legislative History:
These 22 pay stations were a part of the original 5 year parking meter upgrade project approved by City Council on July 13, 2013. This is the final year of that agreement.

Attachments:
Invoices from Total Parking Solutions.
Total Parking Solutions, Inc.
2721 Curtiss Street
Downers Grove, IL 60515

Bill To
City of Evanston
Accts. Payable / Parking Services
2100 Ridge Avenue
Evanston, IL 60201

Date | Invoice #
--- | ---
3/26/2018 | 104157

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>1 year WebOffice CMS monitoring for (22) parking terminals for a term from 5/16/18 thru 5/15/19</td>
<td>17,160.00</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>0.00</td>
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</table>

Thank you for your business.

Phone # | Fax #
--- | ---
630-241-1984 | 630-241-1985

Total $17,160.00

305 of 620
Total Parking Solutions, Inc.
2721 Curtiss Street
Downers Grove, IL 60515

Bill To
City of Evanston
Accts. Payable / Parking Services
2100 Ridge Avenue
Evanston, IL 60201

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<th>P.O. No.</th>
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<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
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<td></td>
<td>15,840.00</td>
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Thank you for your business.

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Total
$15,840.00
Memorandum

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

From: Erika Storlie, Assistant City Manager
       Lara Biggs, P.E., Bureau Chief – Capital Planning / City Engineer
       Lawrence Hemingway, Parks, Recreation & Community Services Director
       Karen Danzak-Lyons, Library Director

Subject: Robert Crown Community Center, Ice Complex and Library
         Construction Manager Services Construction Contract Award (RFP 17-57)

Date: July 9, 2018

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute a contract to
provide construction management services for the Robert Crown Community Center,
Ice Complex and Library with Bulley & Andrews (1755 W. Armitage Avenue, Chicago,
Illinois, 60622) in the amount of $47,741,803. A super-majority (two-thirds) vote by the
City Council is required for approval.

Funding Source:
Funding for this project will be provided by various sources – detailed information is
included in this memo.

Livability Benefits:
Built Environment: Enhance public spaces
Education Arts & Community: Incorporate art and cultural resources; Provide quality
education from cradle to career
Health & Safety: Promote healthy, active lifestyles

Background:
Since early 2017 the City has been working with consultants Woodhouse Tinucci
Architects (WTA) to design the new Robert Crown Community Center, Ice Complex and
Library Project (RCCCL). This work included a broad-based series of public
engagements to help develop the project with a maximum amount of community input.
Public engagements were conducted as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Meeting</th>
<th>Meeting Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 2, 2017</td>
<td>Stakeholder Meeting #1</td>
<td>Civic Center</td>
</tr>
</tbody>
</table>
On February 26, 2018, the City awarded a contract to Bulley and Andrews (B&A) for preconstruction services associated with the RCCCL after issuance of an RFP for both preconstruction and construction services. Since that time B&A has been working with the City and consultants WTA to refine the building and site design, analyze and resolve constructability issues and obtain market pricing at various milestones from subcontracted trades for the project.

Preliminary design was completed for this project in April 2018. Between April and June 2018 consultants WTA worked with B&A to prepare construction documents for pricing. Pricing based on 50% complete construction documents was received and is presented below for award recommendation.

This contract is being executed as a Guaranteed Maximum Price (GMP) contract. This contract type affords the City the opportunity to award a project based on both price and qualifications. The GMP method also allows for both the project architect and City staff to work in an open book format with the contractor to identify cost savings opportunities, evaluate design detailing, and resolve constructability issues and material selections in advance of the construction phase. The GMP method also provides the City with a guaranteed maximum price for the project, placing some of the project risk on the contractor. Due to the project size, technical complexity, and accelerated schedule associated with this project, the GMP format provides the City with a better overall project delivery method than the standard design – bid – build structure.

**Analysis**

On June 15, 2018 B&A received pricing from subcontracted trades for the subject contract. To ensure competitive pricing, B&A received multiple bids from each trade (generally a minimum of three bids per trade). B&A then analyzed the bids received, assembled the pricing and presented a summary to the City for review and discussion. Pricing received follows:
The City worked with WTA and B&A to reduce the pricing by accepting and rejecting some alternate options. A summary of the recommended award (including accepted alternates and design/assist items) is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontracted Trades</td>
<td>$42,042,391</td>
</tr>
<tr>
<td>Contractor’s Construction Contingency</td>
<td>$630,636</td>
</tr>
<tr>
<td>City’s Construction Contingency</td>
<td>$2,522,543</td>
</tr>
<tr>
<td>General Conditions</td>
<td>$1,588,187</td>
</tr>
<tr>
<td>Subcontractor Default Insurance</td>
<td>$462,466</td>
</tr>
<tr>
<td>Bond</td>
<td>$231,488</td>
</tr>
<tr>
<td>Fee</td>
<td>$731,355</td>
</tr>
<tr>
<td>Insurance</td>
<td>$450,559</td>
</tr>
<tr>
<td>Alternate 2a – Alternate Sports Field Lighting Lamp Type</td>
<td>-$139,377</td>
</tr>
<tr>
<td>Alternate 3b – Alternate Synthetic Turf Infield Specification (Recycled EPDM)</td>
<td>$229,200</td>
</tr>
<tr>
<td>Alternate 8 – Alternate Exterior Entry Soffit</td>
<td>-$83,881</td>
</tr>
<tr>
<td>Alternate 12 – Acoustic Metal Deck in Gymnasium</td>
<td>$36,236</td>
</tr>
<tr>
<td>Design/Assist – Alternate Material Selections</td>
<td>-$75,000</td>
</tr>
<tr>
<td>Design/Assist – Alternate Pad under Sports Field</td>
<td>-$135,000</td>
</tr>
<tr>
<td>Design/Assist – MEP</td>
<td>-$650,000</td>
</tr>
<tr>
<td>Design/Assist – Structural Steel</td>
<td>-$50,000</td>
</tr>
<tr>
<td>Design/Assist - Concrete</td>
<td>-$50,000</td>
</tr>
<tr>
<td><strong>Total Guaranteed Maximum Price</strong></td>
<td><strong>$47,741,803</strong></td>
</tr>
</tbody>
</table>

Staff has also worked with B&A to implement minor adjustments to the contract to help reduce costs and incentivize the contractor to complete the project below the GMP. These modifications include: a 60% City / 40% contractor split on any remaining contractor contingency after project completion, a reduction in the contractor’s fee percentage from 1.75% to 1.65%, and an overall reduction in the contingency amounts (contractor contingency reduced from 2% to 1.5% and City contingency reduced from...
8% to 6%). It is standard practice to adjust the contingency at this point in the process as subcontractor pricing has been defined and there is greater knowledge of overall project costs, thus reducing the need for a higher contingency. Any remaining funds in the City Contingency will be refunded to the City at the conclusion of the project, thereby reducing the overall cost of the project.

An overall summary of anticipated budget for this project follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fundraising - Contractual Services</td>
<td>$763,458</td>
</tr>
<tr>
<td>Architectural/Engineering Fees</td>
<td>$3,246,483</td>
</tr>
<tr>
<td>Construction Manager - Preconstruction Fees</td>
<td>$41,510</td>
</tr>
<tr>
<td>Construction Manager - GMP Fees</td>
<td>$47,741,803</td>
</tr>
<tr>
<td>Furniture, Fixtures &amp; Equipment</td>
<td>$860,000</td>
</tr>
<tr>
<td>Utilities</td>
<td>$150,000</td>
</tr>
<tr>
<td>Abatement Consulting</td>
<td>$25,000</td>
</tr>
<tr>
<td>Abatement</td>
<td>$100,000</td>
</tr>
<tr>
<td>Field Equipment</td>
<td>$50,000</td>
</tr>
<tr>
<td>Public Art</td>
<td>$335,000</td>
</tr>
<tr>
<td><strong>Total Anticipated Expenditures</strong></td>
<td><strong>$53,313,254</strong></td>
</tr>
</tbody>
</table>

The total project costs as presented at the City Council Meeting on May 21 were $52.9 million. During that meeting the discussion around turf field material infill directed staff to look at alternate options instead of crumb rubber, which is typically the most inexpensive material. Staff selected an infill mix of Recycled Ethylene Propylene Diene Monomer (EPDM) which is a typically made from recycled door and window seals, hoses, track and playground surfacing and/or toys and represents a cost increase of $229,200. Crumb rubber will not be used on the turf fields.

With regard to MWEBE compliance, B&A have developed an extensive plan to help enhance participation levels on this expansive project (see attached for more information). A vendor fair for local businesses was conducted on May 1, 2018 and additional vendor fairs may be scheduled in the future as construction activities are further defined. Once B&A finalizes their MWEBE contracts, they will provide monthly update reports monthly to the MWEBE committee so the project can be tracked throughout the construction process. B&A remain committed to meeting or exceeding the City’s goal.

Bulley & Andrews has also indicated a continued commitment towards meeting the City’s LEP requirements. This commitment extends to subcontractors who were required to meet the City’s LEP participation requirements as a condition of bidding.

B&A plan to mobilize on site for this project in late July 2018. Substantial completion of the building is scheduled for November 4, 2019 with City move-in immediately following. Substantial completion of the athletic fields is scheduled for July 3, 2020.

Based on the above discussion, staff recommends award of the GMP contract to Bulley and Andrews in the amount of $47,741,803.
Due to the high expense of this contract it has been thoroughly vetted by in-house counsel as well as an outside attorney to ensure that the contract limits the City’s risk and provides the best value for the residents of Evanston.

Funding Sources
A full Sources and Uses Pro Forma for the project is included as an attachment. The costs of the project will be paid primarily by general obligation bond proceeds, including a portion of bonds issued and repaid by the Evanston Public Library. Additional funding will be used from the Parking and Sewer Funds in order to cover the parking lot and sewer work, respectively, as these components will be counted as assets in these funds once completed.

<table>
<thead>
<tr>
<th>Project Funding Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Bond Proceeds</td>
<td></td>
</tr>
<tr>
<td>2016-2017</td>
<td>$1,900,000</td>
</tr>
<tr>
<td>2018A</td>
<td>23,500,000</td>
</tr>
<tr>
<td>2019 (Proposed)*</td>
<td>20,000,000</td>
</tr>
<tr>
<td>Library Bond Proceeds</td>
<td>2,500,000</td>
</tr>
<tr>
<td>Parking Fund</td>
<td>1,500,000</td>
</tr>
<tr>
<td>Sewer Fund</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Friends of Crown Contributions*</td>
<td>3,000,000</td>
</tr>
<tr>
<td><strong>Total Anticipated Revenues</strong></td>
<td><strong>$53,400,000</strong></td>
</tr>
</tbody>
</table>

*2019 Bond amount may be reduced if Friends of Crown Contributions is increased and/or if other sources of funding are dedicated to the project by the City Council. Remaining FRCC funds will be used for debt service (see below).

The 2016-2017 bond amount shown in this chart has been spent in full on fundraising expenses and architectural/engineering services from 2016 through the first half of 2018. The 2018A bond issue was introduced for first read at the June 25, 2018 City Council meeting. The debt service schedule for this bond is included as an attachment. One half of the anticipated Library Bond Proceeds ($1.25 million) was also included in the 2018B bond issue.

The funding chart shows $3 million in contributions from Friends of the Robert Crown Center to be used towards the payment of construction expenses in 2018 and 2019. This number may be increased based on successful pledge redemption through the end of 2019 and continued fundraising efforts. If it is, the 2019 bond issue for the project may be reduced from the currently anticipated $20 million.

Friends of Crown currently have $2.6 million collected in cash, with an additional $8.7 million expected in pledge payments over the next 8 years, as shown in the chart below. Friends of Crown have a total $11.4 million funds raised of a $15 million fundraising goal. Payments received beyond those used for construction costs will be reserved and used for debt service on the general obligation bonds for the project.
Friends of Crown Fundraising

<table>
<thead>
<tr>
<th>Payments Received as of 07/01/2018</th>
<th>$ 2,689,544</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pledges Outstanding Per Year</td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td>2,463,342</td>
</tr>
<tr>
<td>2019</td>
<td>2,162,895</td>
</tr>
<tr>
<td>2020</td>
<td>1,640,365</td>
</tr>
<tr>
<td>2021</td>
<td>1,569,229</td>
</tr>
<tr>
<td>2022</td>
<td>336,429</td>
</tr>
<tr>
<td>2023</td>
<td>205,429</td>
</tr>
<tr>
<td>2024</td>
<td>205,429</td>
</tr>
<tr>
<td>2025</td>
<td>142,929</td>
</tr>
<tr>
<td>Total Pledges Outstanding</td>
<td>8,726,045</td>
</tr>
<tr>
<td>Total Funds Raised</td>
<td>$11,415,589</td>
</tr>
</tbody>
</table>

Legislative History:
2/26/18 Council approval of Construction Management Services Contract with Bulley and Andrews (Item A3.12)

Attachments:
Alternate Items Detail
GMP Amendment
MWEBE and LEP Plan
Sources & Uses Pro Forma
Debt Service Projections
Projected Revenues & Expenses
Building & Grounds Presentation
Contractor Services Agreement/RFP17-57 – Construction of the New Robert Crown Community Center, Ice Rink and Library can be found at: www.cityofevanston.org/robertcrownproject
Bid alternate items presented by Bulley and Andrews for the Robert Crown Community Center, Ice Complex and Library project are as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate 1 – Alternate Sports Field Lighting Manufacturer</td>
<td>-$67,249</td>
</tr>
<tr>
<td>Alternate 2a – Alternate Sports Field Lighting Lamp Type</td>
<td>-$139,377</td>
</tr>
<tr>
<td>Alternate 2b – Alternate Sport Field Lighting Manufacturer and Lamp Type</td>
<td>No Bid</td>
</tr>
<tr>
<td>Alternate 3a – Alternate Synthetic Turf Infield Specification (Nike Grind)</td>
<td>$286,083</td>
</tr>
<tr>
<td>Alternate 3b – Alternate Synthetic Turf Infield Specification (Recycled EPDM)</td>
<td>$229,200</td>
</tr>
<tr>
<td>Alternate 3c – Alternate Synthetic Turf Infield Specification (Virgin EPDM)</td>
<td>$510,605</td>
</tr>
<tr>
<td>Alternate 4 – Additional Acoustic Structural Stiffness</td>
<td>No Bid</td>
</tr>
<tr>
<td>Alternate 5 – Alternate Acoustic Floor Construction at Gymnasium</td>
<td>-$183,419</td>
</tr>
<tr>
<td>Alternate 6 – Alternate Ice Rink Compressor Type</td>
<td>$44,736</td>
</tr>
<tr>
<td>Alternate 7 – Alternate Ceiling within Main Lobby</td>
<td>-$83,881</td>
</tr>
<tr>
<td>Alternate 8 – Alternate Exterior Entry Soffit</td>
<td>-$83,881</td>
</tr>
<tr>
<td>Alternate 9 – Alternate Column Shapes in Lobby</td>
<td>$16,362</td>
</tr>
<tr>
<td>Alternate 10 – Alternate Lighting Controls</td>
<td>$67,104</td>
</tr>
<tr>
<td>Alternate 11a – AV Scope Reductions</td>
<td>-$33,552</td>
</tr>
<tr>
<td>Alternate 12 – Acoustic Metal Deck in Gymnasium</td>
<td>$36,236</td>
</tr>
<tr>
<td>Design/Assist – Alternate Material Selections</td>
<td>-$75,000</td>
</tr>
<tr>
<td>Design/Assist – Alternate Pad under Sports Field</td>
<td>-$135,000</td>
</tr>
<tr>
<td>Design/Assist – MEP</td>
<td>-$650,000</td>
</tr>
<tr>
<td>Design/Assist – Structural Steel</td>
<td>-$50,000</td>
</tr>
<tr>
<td>Design/Assist – Concrete</td>
<td>-$50,000</td>
</tr>
</tbody>
</table>
A summary of the various alternate/design assist items noted above and their recommended action follows:

Alternate 1 – Alternate Sports Field Lighting Manufacturer
This alternate provides cost for LED sports lighting from an alternate manufacturer. This item is not recommended for award as a greater savings is available from Alternate 2a below.

Alternate 2a – Alternate Sports Field Lighting Lamp Type
This alternate will implement standard high intensity discharge (HID) lighting for the athletic field in lieu of more expensive LED lighting. This item is recommended for award for a saving of $139,377.

Alternate 2b – Alternate Sport Field Lighting Manufacturer and Lamp Type
This alternate was intended to provide cost for standard HID lighting from an alternate manufacturer however no bid was received for this item.

Alternate 3a – Alternate Synthetic Turf Infield Specification (Nike Grind)
This alternate provides cost for Nike Grind in lieu of crumb rubber for the sports field infill. This item is not recommended for award (see Alternate 3b below for more detail).

Alternate 3b – Alternate Synthetic Turf Infield Specification (Recycled EPDM)
As discussed at the 05/21/18 Council meeting, numerous materials are available for use as infill in artificial turf systems. The most commonly used material on the market is crumb rubber. The use of crumb rubber however is controversial as concerns exist about potential health impacts associated with its use. The Environmental Protection Agency (EPA) has commissioned a study of the material and its use and the results are set to be released this summer. In order to address concerns about the use of this product, this alternate provides cost for Recycled EPDM for the sports field infill. This alternate is recommended for award for an additional cost of $229,200.

Alternate 3c – Alternate Synthetic Turf Infield Specification (Virgin EPDM)
This alternate provides cost for Virgin EPDM in lieu of crumb rubber for the sports field infill. This item is not recommended for award (see Alternate 3b above for more detail).

Alternate 4 – Additional Acoustic Structural Stiffness
This alternate was intended to isolate costs associated with additional steel needed in the gymnasium to stiffen the structure for the base bid acoustic floor to function properly. During the bid process, this alternate was consolidated with alternate 5 below. Thus, there is no price for consideration of this item.

Alternate 5 – Alternate Acoustic Floor Construction at Gymnasium
This alternate provides a less costly method to acoustically isolate the gymnasium from the library below. At this time, the design team and staff have not fully evaluated either the base bid or alternate systems sufficiently to determine if the alternate is acceptable. Thus this alternate is not recommended for award at this time. If it is determined that the less expensive alternate achieves the needed acoustic isolation, the design will be modified to utilize that system and a cost savings of $183,419 will be realized.
Alternate 6 – Alternate Ice Rink Compressor Type
This alternate provides pricing for an alternate ice rink compressor system. B&A understood the alternate compressor type to be less expensive but the bid cost received was actually higher for this product. WTA recommends the use of the base bid compressor type as it is understood to be smaller, more efficient and requiring of less maintenance. Thus this item is not recommended for award.

Alternate 7 – Alternate Ceiling within Main Lobby
This alternate provides pricing for a gypsum board ceiling in lieu of a base bid open metal grid ceiling in the lobby space. Although more expensive, WTA recommends that the City award the base bid as it will enhance lobby aesthetics and acoustics as well as improve the mechanical system’s function. Thus this item is not recommended for award.

Alternate 8 – Alternate Exterior Entry Soffit
This alternate provides a fiber cement board ceiling in the entry soffit in lieu of the base bid’s metal panel. WTA has reviewed this alternate and feels it will not impact the building’s aesthetics or performance. Staff therefore recommends award of this alternate for a cost savings of $83,881.

Alternate 9 – Alternate Column Shapes in Lobby
This alternate provides tube shaped structural members in lieu of base bid exposed I-beams creating a less industrial appearance. After reviewing this in detail, WTA believes they can address the aesthetic issues with less costly cladding techniques. Thus this item is not recommended for award.

Alternate 10 – Alternate Lighting Controls
This alternate provides hard wired lighting controls in lieu of base bid wireless lighting controls. After review and discussion with the project team, staff does not recommend this item for award.

Alternate 11a – AV Scope Reductions
This alternate remove microphone capability from three multipurpose rooms as well as assisted listening devices from the first floor multipurpose rooms. This item is still being evaluated by staff and thus is not recommended for award. Should it be determined that these devices are not needed the design will be revised and a cost savings of $33,552 will be realized.

Alternate 12 – Acoustic Metal Deck in Gymnasium
This alternate provides a higher performing acoustical solution for the gymnasium, replacing base bid wall panels with an acoustical metal deck ceiling. WTA recommends accepting this alternate solution as it will greatly enhance the gym’s acoustical performance. This item is therefore recommended for award at an additional cost of $36,236.

In addition to the above alternates, B&A has committed to achieving the below items to further reduce costs. It is not expected that any of these modifications will impact project quality or performance:
Design/Assist - Alternate Material Selections
This savings will be realized by expanding the potential pool of material suppliers on the project as specifications are further developed. The anticipated cost savings is $75,000.

Design/Assist - Alternate Pad under Sports Field
This savings will be realized by selecting an alternate shock absorbing pad offered by one of the bidders. This alternate product has been evaluated by WTA and is acceptable for use on this project. The anticipated cost savings is $135,000.

Design/Assist - MEP
This savings will be realized through further refinement of the building’s design with the mechanical, electrical and plumbing contractors. The anticipated cost savings is $650,000.

Design/Assist - Structural Steel
This savings will be realized through further refinement of the building’s structural system. The anticipated cost savings is $50,000.

Design/Assist - Concrete
This savings will be realized through further refinement of the building’s structural system. The anticipated cost savings is $50,000.

Attachments:
None
ARTICLE A.1
§ A.1.1 Guaranteed Maximum Price
Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed «Forty-Seven Million, Seven Hundred Forty-One Thousand, Eight Hundred Three and 00/100 Dollars» ($47,741,803.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager’s Fee, and other items that comprise the Guaranteed Maximum Price. (Provide below or reference an attachment.)

«Reference Exhibit B – GMP Proposal»

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: (State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequently to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when same expires.)

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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.
§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference Exhibit B – GMP Proposal</td>
<td></td>
</tr>
</tbody>
</table>

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« Reference Exhibit B – GMP Proposal »

§ A.1.1.6 The Guaranteed Maximum Price is based upon all General, Supplementary and other Conditions of the Contract as contained in the Contract Documents.

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:

(Enter list the Specifications here, or refer to an exhibit attached to this Agreement.)

« Reference Exhibit A – Contract Documents »

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:

(Enter list the Drawings here, or refer to an exhibit attached to this Agreement.)

« Reference Exhibit A – Contract Documents »

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Reference Exhibit B – GMP Proposal

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

« Reference Exhibit C - Schedule »

ARTICLE A.3 Contract Amendments

§ A.3.1 To the extent of any conflict between this GMP Amendment and any of the exhibits referenced herein, this GMP Amendment shall control. To the extent of any conflict between this GMP Amendment and any other Contract Document, including but not limited to the Agreement, this GMP Amendment shall control.

§ A.3.1.1 Task 2 Construction Manager’s Fee revised to 1.65% times the Cost of the Work

§ A.3.1.2 Guaranteed Maximum Price includes 6% design/budget contingency to be controlled by the owner as defined within A133 2009 agreement.

§ A.3.1.3 Guaranteed Maximum Price includes 1.5% construction contingency to be controlled by the Construction Manager as defined within the A133 2009 agreement. At substantial completion of the project, 60% of the remaining construction contingency will be returned to the owner via deductive change order.

§ A.3.1.4 Positive variance in the subcontracted cost of work as awarded vs. established Guaranteed Maximum Price, will be distributed 50% / 50% between the design/budget contingency and the construction contingency. Distribution shall occur based on the following schedule…

- Distribution #1 to occur on 12/31/18
- Distribution #2 and beyond will occur quarterly thereafter until 100% of subcontract awards are complete.

A subcontract award cost log shall be maintained and reviewed monthly.
§ A.3.1.5 As identified in Exhibit C Schedule, the project completion deadlines associated with section 5 of the City contract shall be as follows:

- Site mobilization shall be July 23, 2018 and issuance of permits required for earth work shall be received by July 30, 2018
- Building Completion (including temporary or final certificate of occupancy, one-third of parking lot, and the site area immediately surrounding the building) shall be November 4, 2019
- Remaining site completion (including remainder of the parking lot and athletic fields) shall be July 3, 2020

OWNER (Signature)

«Tim Puntillo »
« President »
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Date: ________________________________
(Printed name and title)

Date: ________________________________
**EXHIBIT A - Contract Documents**

**SPECIFICATIONS ISSUED 5/24/2018 UNLESS NOTED OTHERWISE BELOW**

**Robert Crown Community Center, Ice Complex & Library**

The following listed documents comprise the Project Manual for the Robert Crown Community Center, Ice Complex & Library project. Where numerical sequence of Sections or Divisions is interrupted, such interruptions are intentional.

The complete Project Manual for this project consists of this entire bound volume which is not to be separated for any reason. The Architect and Owner will not be responsible for any assumptions made by a Contractor or Subcontractor who does not receive a complete bound Project Manual containing all sections and documents listed in the Table of Contents.

<table>
<thead>
<tr>
<th>Table of Contents</th>
<th>Design Firm</th>
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June 28, 2018

Stefanie Levine
City of Evanston
2100 Ridge Avenue
Evanston, IL 60202

Re: Robert Crown Community Center, Ice Complex & Library GMP

Dear Stefanie:

The enclosed is our GMP proposal for the Robert Crown Community Center, Ice Complex & Library. We have assembled the costs for the work as detailed in the following documents:

GMP Drawings dated 5/24/2018
GMP Specifications dated 5/24/2018
GMP RFI Log dated 6/12/2018
GMP Addendum 01 dated 6/13/2018
GMP Estimate Summary dated 6/26/2018

The qualifications list at the end of this proposal specifically state where the pricing has deviated from the aforementioned drawings and specifications.

Proposal
Bulley & Andrews, LLC proposes to provide the necessary labor, materials, tools and equipment to perform the work at Robert Crown Community Center, Ice Complex & Library, per the aforementioned drawings and specifications, and the qualifications listed later, for price of; **Forty-Seven Million, Seven Hundred Forty-One Thousand, Eight Hundred and Three Dollars ($47,741,803).** Reference attached for trade specific breakdown. Contract value is based on base bid proposals with accepted alternates and design/assist options.

Accepted Alternates
- Alternate #2A – Sportsfield Lighting Fixture Type (Musco HID instead of LED)
- Alternate #3B – Synthetic Turf Infill Specification: Recycled EPDM
- Alternate #8 – Alternate Exterior Entry Soffit
- Alternate #12 – Acoustic Metal Deck in Gymnasium

Accepted Design/Assist Options
- Alternate Material Selections
- Alternate Pad under Sportsfield – Maintain Gmax Rating
- Alternate MEP Selections
- Alternate Structural Steel Selections
- Alternate Concrete Selections

GMP Construction Contingency
Our proposal includes $630,636 GMP Construction Contingency.
Allowances
Our proposal includes trade cost allowances for following undetermined/undefined scope work and other items that require further detail, or Owner/City coordination and input:

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<td><strong>SUBTOTAL ALLOWANCES</strong></td>
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Any unused allowances will be reviewed and reallocated as mutually agreed upon to meet the project demands.

Owner Items
Our proposal excludes the following items which are figured to be performed or subcontracted directly by the owner:

- Material Testing
- 3rd Party Called In Inspections
- Abatement & Air Clearance Testing & Lead Paint remediation
- Utility Fees & Contracts including usage and connection services
- FF&E
- Public Art
- Commissioning
- Permit Fees

Qualifications/Clarifications
We have based our pricing on the following list of qualifications:

1. We exclude all building permit costs, expeditor fees, development services fees and any other associated costs. We assume permit procurement is being handled by others via direct contract with the Owner.
2. We exclude all utility charges (i.e. gas, water, electric) and consumption fees, including fees for bringing in new services, meters, etc.
3. We exclude all independent testing services (i.e. concrete, curtain wall, soils & steel).
4. We have NOT included any Environmental Testing, Abatement, ACM/Lead Paint/Mold Removal or Remediation Services within our proposal. B&A will coordinate with the Owner’s testing agency or abatement contractor, but has not included costs or insurance premiums to hold these contracts. We have assumed that all existing paint, including primer or paint on existing structural steel members, is NOT lead based material.
5. We exclude all costs for underground, hidden or unforeseen conditions.
6. Excavations shall be down to designed sub grade per the project documents. We exclude any further excavation and/or backfill due to unsuitable or contaminated soil conditions, obstructions, or any other hidden or unforeseen conditions. If such conditions exist, additional work shall be performed on a unit cost basis agreeable to both the Owner and Bulley & Andrews.

Thank you again for the opportunity to present our proposal to you. Please call with any questions or to discuss this proposal in further detail.

Sincerely,
Bulley & Andrews, LLC

Peter Kuhn
Project Executive
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<thead>
<tr>
<th>#</th>
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**Notes:**
- **Qtr 2, 2016:** Preconstruction
- **Qtr 3, 2016:** Submit Construction Management Plan for City Review
- **Qtr 1, 2017:** City Engineering Review of Site Package
- **Qtr 4, 2017:** MWRD Site Package Review
- **Qtr 2, 2018:** Caisson / Foundation Permit Issued
- **Qtr 3, 2018:** Fabricate Steel
- **Qtr 4, 2018:** Structure / UG Utilities Permit Review
- **Qtr 1, 2019:** Full Building Permit Documents Complete
- **Qtr 3, 2019:** Full Building Permit Review
- **Qtr 1, 2020:** Finalize Site Design
- **Qtr 2, 2020:** Full MWRD Permit Issued
- **Qtr 3, 2020:** Community Engagement
- **Qtr 4, 2020:** Full Building Permit Issued
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</tbody>
</table>

- **Community Outreach for M/W/EBE & LEP**: 4 wks
- **Potential Ground Breaking Event**: 0 days
- **Local Employment / Site Logistics / Community Meetings**: 2 wks
- **Monthly Neighborhood Coffee**: 25 mons
- **Construction**: 382 days
- **Spring Baseball Complete**: 6 wks
- **Clear Site**: 2 wks
- **Caissons**: 5 wks
- **Foundations**: 7 wks
- **Exterior Walls - Masonry / Metal Panels**: 14 wks
- **Ownership / Ice Rinks**: 2 wks
- **Occupancy**: 3 wks
- **Existing Building Move Out Complete**: 0 days
- **Demo / Site Work**: 159 days
- **Mobilize**: 2 wks
- **Demolition**: 6 wks
- **Demolish until Spring**: 0 days
- **Site Concrete**: 6 wks
- **Field Construction**: 9 wks
- **Fencing, Backstops, Play Features**: 5 wks
- **Landscaping**: 4 wks
- **Punchlist**: 2 wks
- **Occupancy**: 0 days
- **Athletic Fields Complete**: 0 days
- **Overall Project Complete**: 0 days
City of Evanston Economic Benefit Program:

Minimum Requirements:

Local Employment Program (LEP)
1. 15%+ of all hours worked onsite to be performed by local Evanston residents
2. Hire 1+ local resident

Company Participation
1. 25% of project direct work will be awarded and performed by M/W/EBE business enterprises
2. 3% of project direct work will be awarded and performed by EBE business enterprises

Project Achievement Plan:

Our goal is to also identify local businesses through aggressive outreach efforts, by working with local community leaders to establish a transparent and honest dialogue early during the preconstruction phase. This approach will strongly encourage these businesses to grow by providing an environment where they can build capacity and obtain additional training and resources that are transferable on future opportunities.

1. LEP Trade workers: with the help of the unions, identify potential pool of possible union trades personnel that reside within Evanston’s two zip codes as well as within a 15-mile radius of the project site.

2. LEP Local hires: leverage an up-to-date version of the City’s employment database as well as list of individuals from item 1 to identify potential local hires and include in bid documents.

3. Participation: craft bid manual language to propose legitimate approaches to compliance with diverse firm participation: mentor protégé, sub tier contracting of distinct, measurable and meaningful scopes of work.

4. Mentor Protégé opportunities will assist residents in identifying and connecting to established businesses who can mentor the resident businesses. These businesses also may be able to assist in connecting to partners who can provide these services as well.
Project Compliance Requirements:

1. Craft subcontract language that specifically incorporates and echoes the City policy and procedures for compliance and impacts if not.

2. Detail QBS evaluation criteria focused on “grading” a bidder’s submission for compliance with the project goals and/or creativity in legitimate approaches to obtain compliance.

3. Monthly certified payroll and completion of program specific forms/filing.

4. LEP summary: Identified hours worked and percentage of total.

Project Participation Interest & Outreach:

Partners will be key in our efforts to attract, train and support all new hires to the RCCC project. Partnerships with community based organizations have been forged and will be augmented by the inclusion of community based businesses.

1. Union – integrate them into the process, focus on decorators, carpenters, laborers, electricians

2. Assist Agencies – BCU, HACIA, FWC, ILBCC, CISCO detail project opportunity/timing of bid packages/phases and list on their websites

3. Host a vendor fair designed to inform the community and local businesses of the opportunities to work on the project. The intent of the vendor fair is to allow for the exchange of ideas and information while providing businesses with a chance to engage the construction team and each other. The event will feature a formal presentation followed by the exchange of information, networking and highlighting key trade contractors interested in identifying second tier subcontractors. The event will provide a forum where interested businesses may learn of contracting opportunities.
## CROWN CENTER SOURCES AND USES PRO FORMA

### SOURCES

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<th>2017</th>
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### USES

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## Crown Center Project - Debt Service Projections

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Total: $20,215,000  $16,868,571  $37,083,571

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Total: $18,970,000  $16,514,108  $35,484,108

**Project Total**: $72,567,679
## Crown Center - Revenue and Expense Projections

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### Net Operating Deficit

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### Fund Balance

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### Growth Rates after 2020

- Revenue: 2% annually
- Expenses: 2% annually
- Annual Maintenance Fund Contribution: $200,000

### Proposed Staffing

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Memorandum

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

From: Erika Storlie, Assistant City Manager
Lara Biggs, Bureau Chief – Capital Planning / City Engineer
Stefanie Levine, Senior Project Manager

Subject: Robert Crown Community Center, Ice Complex and Library
RFP No. 16-61
Consulting Contract Amendment #2, Bidding, Negotiations, Permitting,
Construction Administration and LEED Commissioning Services

Date: July 9, 2018

Recommended Action:
Staff and the Friends of the Robert Crown Center recommend City Council authorize
the City Manager to amend an existing architectural services contract for bidding,
negotiations, permitting, construction administration and LEED commissioning services
for the Robert Crown Community Center, Ice Complex and Library Project (RFP No. 16-61)
with Woodhouse Tinucci Architects Llc., (230 W. Superior Street, 6th Floor, Chicago,
Illinois 60654), in the amount of $1,099,650.00. This amendment will modify the existing
agreement from $2,146,833.00 to $3,246,483.00 and extend the existing contract
deadline from June 30, 2017 to July 31, 2021.

Funding Source:
Funding will be provided from General Obligation Bonds and expenses will be tracked in
the Capital Improvements Fund, Account 416.40.6140.616017

Livability Benefits:
Built Environment: Enhance public spaces
Education Arts & Community: Incorporate art and cultural resources, Provide quality
education from cradle to career
Health & Safety: Promote healthy, active lifestyles

Background Information:
Over the past 15 months, consultants Woodhouse Tinucci Architects Llc., (WTA) have
worked with staff and the public to develop and prepare design documents for the new
Robert Crown Community Center, Ice Complex and Library. The design documents
were recently priced for a Guaranteed Maximum Price (GMP) contract at the 50% completion stage and a contract for award of the GMP has been forwarded to council for consideration under separate cover. WTA’s contract to perform schematic, design development and construction document work $2,146,833.00 and staff was completely satisfied with their services. At this time the project is ready to proceed to the construction phase. During this phase, WTA will provide a wide variety of services including: assistance with subcontractor/supplier negotiations, permit document coordination, pay application review, submittal review, shop drawing review, material testing, proposal and change order review, construction clarifications, and on site construction observation.

Analysis:
A copy of the consultant’s fee, broken out by task and subtask is attached for reference. It is currently anticipated that construction phase will be completed in summer 2020.

A breakdown of WTA’s encumbrances/expenditures for this project is as follows:

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Please note this amendment will maintain WTA’s M/W/EBE participation at 25%.

Legislative History:
Council approval of schematic design contract (Item A3.8, 01/23/2017)
Council approval of design and construction document contract (Item A3.6, 09/25/2017)

Attachments:
Consultant letter and fee table
June 29, 2018

Stefanie Levine  
Senior Project Manager  
City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201

Dear Stefanie,

Please see the attached spreadsheet that defines our proposal for the remaining Robert Crown Community Center architectural services fee. This proposal provides for architectural services to bid and negotiate the GMP contract for the job, provide construction administration services for the duration of the job as well as for LEED certification of the project.

We understand that the job will be bid in multiple packages and this delivery method is accommodated by this proposal. We also anticipate permitting the job in multiple phases which is also accommodated by this proposal. The construction administration will provide for all the necessary administration as described in our contract for the duration of the construction project which we anticipate will conclude by the summer of 2020. We will also provide any necessary additional construction administration services through the warranty period one year from the date of substantial completion of the building. Finally, this proposal accounts for the time to document and submit for LEED certification after the completion of the construction project.

In addition to these standard architectural services, our proposal includes additional fee for several services that are in addition to our previously agreed to scope of services. Of note, this proposal includes fee for assisting with the specification of furniture, fixtures and equipment related to the Crown Center as well as the management of the Public Art Commissioning process. Lastly, the third-party construction material testing services will be incorporated into our scope of services as well.

Attached is the spreadsheet that identifies the fees associated with these remaining services that will take us through the construction of the community center, and should you have any questions about the above or attached please don’t hesitate to contact me to discuss.

Respectfully,

Andy Tinucci, AIA, Principal
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Memorandum

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

From: Johanna Leonard, Community Development Director
Jessica Hyink, Transportation & Mobility Coordinator

Subject: Resolution 48-R-18, Memorandum of Understanding with the Chicago Transit Authority for the Modernization of the CTA Purple Line in Evanston

Date: July 5, 2018

Recommended Action:
Transportation & Parking Committee and staff recommend City Council adopt Resolution 48-R-18, authorizing the City Manager to execute a Memorandum of Understanding (MOU) with the Chicago Transit Authority (CTA) for the modernization of the CTA Purple Line in Evanston, with a focus on support for the Davis Street CTA station, with a local match contribution from the Washington National Tax Increment Finance (TIF) district.

Funding Source:

Livability Benefits:
Built Environment: Promote diverse transportation modes
Climate & Energy: Reduce greenhouse gas emissions
Equity & Empowerment: Ensure equitable access to community assets

Summary:
In early 2018, the CTA secured funding and is continuing to seek additional funding to complete the Red Purple Modernization (RPM) future phases project, including the Purple Line and CTA stations in Evanston. The CTA is seeking a local match from the City for secured and future funding for the portion of the project to be completed in Evanston. Evanston staff identified the remaining $1,000,000.00 in the Washington National TIF district as a source of funds. This TIF expires at the close of 2018. No other projects have been identified for use of these funds.
Funding for the RPM will be dedicated to planning and initial engineering. Stations will be evaluated on condition and accessibility. Stations lacking compliance with the Americans with Disabilities Act will be prioritized for funding. Rebuilding and modernizing the stations will improve the efficiency and capacity of operations.

**Background:**
The CTA Red and Purple Line tracks, from Belmont in Chicago to Linden in Wilmette, were built nearly a century ago and are at the end of their useful life. Frequent maintenance hinders service and is costly. Thus CTA identified these lines for funding in 2009 and began a public outreach campaign from 2009-2010 to understand public priorities. CTA began preliminary engineering in 2011 and sought assistance from the Federal Transit Administration on phasing the project in 2013. Additional community outreach meetings were held in 2012, 2014, and 2015. CTA secured local funding in 2016 through a Chicago transit TIF district.

The RPM project will be funded in phases. CTA has secured $2.1 billion for the first phase of the project. This phase does not include improvements to the Purple Line in Evanston. In early 2018, CTA secured funding from the CMAP Unified Work Program (UWP) grant to begin planning for future phases of the RPM, including the Purple Line and CTA stations in Evanston. This grant requires a local match for the portion of the project benefiting Evanston.

Staff identified the Washington National TIF District as a potential source for the local match required of the UWP grant. This TIF was originally used to finance the Fountain Square project among other smaller projects. As much as $1,000,000.00 is expiring from this TIF at the close of 2018. CTA has asked the City to designate up to the full amount remaining in the TIF to finance the future phases RPM project in Evanston.

**Legislative History:**
On May 30, 2018, the Transportation and Parking Committee voted unanimously to recommend to the City Council to authorize the City Manager to execute a MOU with the CTA for the purpose of modernizing the CTA Purple Line in Evanston.

**Attachments:**
Resolution 48-R-18
CTA Memorandum of Understanding
48-R-18

A RESOLUTION

Authorizing the City Manager to Sign a Memorandum of Understanding with the Chicago Transit Authority for the Modernization of the Chicago Transit Authority Purple Line in the City of Evanston

WHEREAS, the City of Evanston ("City") is dedicated to providing improved healthy-active transportation connections and transit services throughout the City through new development proposals and partnership agreements; and

WHEREAS, the Chicago Transit Authority ("CTA") seeks to improve its transit service in the City by modernizing the CTA Purple Line, which runs from Howard Street to Isabella Street in the City, through the CTA Red and Purple Line Modernization Program ("RPM") Future Phases Project; and

WHEREAS, the CTA and City seek to collaborate with one another in moving forward the RPM Future Phases Project through sharing of information and financial resources along with the ongoing support for joint applications to secure funding for the RPM Future Phases Project; and

WHEREAS, the City and CTA seek to memorialization in writing the proposed partnership to provide both parties with guidance regarding information sharing, securing of financial resources, ongoing mutual and joint support of grant applications, and any other related issues in furtherance of the RPM Future Phases Project; and
WHEREAS, the CTA and City, in furtherance of such mutual goals, seek to enter into a Memorandum of Understanding ("MOU") with respect to the planning activities associated with the RPM Future Phases Project within the City,

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

SECTION 1: The foregoing recitals are incorporated herein by reference as though fully restated.

SECTION 2: The City Manager is hereby authorized to sign the Memorandum of Understanding between the City and the CTA, attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional conditions of the MOU as he may determine to be in the best interests of the City.

SECTION 4: Resolution 48-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, Corporation Counsel

Adopted: ________________, 2018
EXHIBIT A

Memorandum of Understanding Between the City of Evanston and the Chicago Transit Authority
INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF EVANSTON AND THE CHICAGO TRANSIT AUTHORITY

This INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING ("MOU") is entered into between the City of Evanston ("City"), a municipal corporation whose main address is 2100 Ridge Avenue, Evanston, IL 60201, and the Chicago Transit Authority ("CTA"), a municipal corporation whose address is 567 West Lake Street, Chicago, IL 60661. The City and CTA shall be collectively referred to as the "Parties".

RECITALS:

1. The City is dedicated to providing improved healthy-active transportation connections and transit services throughout the City through new development proposals and partnership agreements.
2. The CTA seeks to improve its transit service in the City by modernizing the CTA Purple Line, which runs from Howard Street to Isabella Street in the City, through the CTA Red and Purple Line Modernization Program ("RPM"), a program to modernize the CTA Red and Purple Line stations and infrastructure from Belmont Station in the City of Chicago to Linden Station in Wilmette (the "RPM Program").
3. A portion of the RPM Program, Red Purple Modernization Phase One, is fully funded and underway in the Federal Transit Administration’s Capital Investments Grant ("CIG") program.
4. The Parties desire to develop a long range strategy for a project which would include those portions of the RPM Program not included in Red Purple Modernization Phase One, including the portions of the Purple Line located in the City ("RPM Future Phases Project").
5. The Parties seek to collaborate with one another in moving forward the RPM Future Phases Project through sharing of information and financial resources along with the ongoing support for joint applications to secure funding for the RPM Future Phases Project.
6. This MOU outlines the planning partnership between the City and the CTA in furtherance of the RPM Future Phases Project. The memorialization in writing of this partnership will serve to provide the Parties with guidance as to information sharing, securing of financial resources, ongoing mutual and joint support of grant applications, and any other related issues in furtherance of the RPM Future Phases Project.
7. The Parties have agreed to enter into this MOU with respect to the planning activities associated with the portion of the RPM Future Phases Project within the City.
8. The Parties are separate and independent municipal corporations, authorized to enter into this MOU pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
9. The Parties, in furtherance of such mutual goals, seek to enter into this MOU with respect to the planning activities associated with the RPM Future Phases Project within the City.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated in and made a part of this MOU as if fully set forth below, the mutual agreement of the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:
1. **GRANTS AND FUNDING.**

   a. The City will support the CTA in the development and submission of regional, state and federal grant applications to secure funding for the RPM Future Phases Project. This support will include but is not limited to the preparation of materials to further the RPM Future Phases Project Development and Engineering under the CIG program.

   b. The following are current efforts the City has undertaken to support the CTA in securing funding for the RPM Future Phases Project. Such efforts will not limit or prohibit the City from supporting CTA in other opportunities to secure funding pursuant to subsection (a) above.

      i. The City supported the CTA in the submission of a Unified Work Program (“UWP”) grant application for the RPM Future Phases Project in January 2017. Such support included the provision of data, staff time, and the required local match of up to one million dollars (“$1,000,000.00”). As further described in subsection (c) below, the City may designate funds from Tax Increment Finance (“TIF”) funds to provide the required local match to CTA.

      ii. The City will also support the CTA in the submission of a Congestion Mitigation and Air Quality (“CMAQ”) grant application for the RPM Future Phases Project. The City’s support will include the provision of data, staff time, and the required local match funding, which will be determined at a later time through the planning process between the Parties. It is the intention of the Parties to enter into a future MOU following the potential awarding of a CMAQ grant for the RPM Future Phases Project. This future MOU shall include considerations for support of a Full Funding Grant Agreement under the CIG program for the RPM Future Phases Project in future years.

   c. The City may designate up to $1,000,000.00 in funds from the Washington National Tax Increment Finance District (the “Washington National TIF”) to provide the required local match to CTA for the UWP grant and future grant awards for the RPM Future Phases Project within the City. The City represents it is authorized to do so under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. and shall pay such funds upon approval by the City Council to CTA upon the full execution of this MOU. The funds will be used exclusively to fund planning work associated with the RPM Future Phases Project which will benefit the Washington National Redevelopment Area and the City as a whole through expanding capacity, modernizing infrastructure and adding full accessibility to the Purple Line in the City. The CTA acknowledges that the Washington National TIF funding utilized for the RPM Future Phases Project shall be utilized only to fund: (a) planning work affiliated with the CTA Purple Line within the City and (b) work affiliated with the Davis Street Train Station. The City acknowledges that the RPM Future Phases Project includes work both within the City and outside of the City, and that City funding shall be utilized to fund (a) the full costs of any planning work for project segments that are based wholly within the City; and (b) a pro rata share of any planning work that is not associated with any specific geographic area, but contributes to the overall planning effort for the RPM Future Phases Program. This share shall be based on the percentage of the RPM Future Phases Project that is located wholly within the City as a geographic distribution, as measured in linear feet.

   d. The CTA will maintain project records that account for the expenditures of Washington National TIF funding, and will provide the City with quarterly reports of such expenditures. Consultant costs will be segregated by funding source within each invoice, reflecting the terms identified in item 1(c) above. Other administrative costs,
including CTA staff time, will be tracked and billed on a monthly basis, based on the requirements of item 1(c) above.

2. SCOPE. The CTA shall seek approval from the City as to the scope of planning work to be performed by CTA staff and its consultants prior to beginning work on the RPM Future Phases Project within the City to allow the City to ensure the proposed scope of work is compatible with the requirements of the Washington National TIF.

3. COMMUNITY ENGAGEMENT AND SUPPORT.
   a. The City and CTA will work in partnership to establish a robust community engagement process throughout the RPM Future Phases Project planning and construction phases that will include presentations at neighborhood and ward meetings, discussions at the Transportation & Parking Committee and other City Council meetings, use of online and social media platforms, and the utilization of other creative outlets.
   b. The City and CTA will work with local resources such as the Equity and Empowerment Commission and the Age Friendly Evanston Task Force to strive towards developing a fully accessible and equitable RPM Future Phases Project engagement process that considers the perspectives, needs, and abilities of all Evanston community members, regardless of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income or physical or mental disabilities.

4. TERM OF THE MOU. This MOU shall commence upon its date of execution and shall expire when all of the allocated Washington National TIF Funding has been fully spent towards the RPM Future Phases Project and accounted for by CTA.

5. PROGRESS MONITORING. The City and CTA shall meet once the UWP Grant is made available to CTA and thereafter, not less than twice each year, to discuss progress on the planning work for the RPM Future Phases Project. Between meetings, if issues need to be addressed, the CTA and City staff will contact each other directly.

6. Access to Resources
   a. The City staff will have full access to RPM Future Phases Project data and other resources, including specialized staff based at CTA (for advanced mapping, data, outreach, communications, or topic-specific expertise). The City’s access to and utilization of such data and resources are subject to Sections 7(a) and (d) of this MOU, as well as applicable CTA policies and/or requirements pertaining to confidentiality and security.
   b. The City will provide the CTA with access to relevant staff that will need to be involved with the RPM Future Phases Project and will ensure City staff allocate appropriate time. The City will be responsible for City staff provided to CTA for the RPM Future Phases Project in accordance with Sections 7(a) and (d) of this MOU.
   c. The City will provide the CTA with access to all relevant internal data, reports, and other information. CTA’s access to and utilization of such information are subject to Sections 7(a) and (d) of this MOU, as well as applicable City confidentiality and security policies and/or requirements.
   d. The City leadership (key staff, board members, other elected officials, other decision-makers) will commit to participate in the RPM Future Phases Project and allocate sufficient time at relevant meetings to ensure and complete a successful RPM Future Phases Project.

7. MISCELLANEOUS:
   a. Third Party Beneficiaries; No Effect on Other Rights of the Parties. This MOU is not
intended to and in no way confers any rights of access or use by the Parties, or any other third party, to either Party’s property except as specifically described herein. All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Local Governmental and Governmental Employees Tort Immunity Act. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other party.

b. **Attorneys’ Fees, Jurisdiction for Disputes, and Governing Law.** Should a party incur costs, charges and expenses, including court costs and attorneys’ fees, to enforce rights or obligations under this MOU, then such costs, charges, and expenses shall be recoverable from the other party. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, excluding its choice of law rules. In the event of a dispute hereunder, the Parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, Cook County, Illinois.

c. **Notices.** Any notice, demand, request or other communication which any party may desire or may be required to give to any other party hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communication, by facsimile together with confirmation of transmission; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested.

If to the CTA: Chicago Transit Authority
Attn: President
567 West Lake Street
Chicago, Illinois 60661

With a copy to: Chicago Transit Authority
Attn: General Counsel
567 West Lake Street
Chicago, Illinois 60661

If to the City: City of Evanston
Attn: City Manager
2100 Ridge Avenue
Evanston, Illinois 60201

With a copy to: City of Evanston Law Department
Attn: Corporation Counsel
2100 Ridge Avenue
Evanston, IL 60201

d. **Indemnification.** The Parties agree to indemnify and hold each other harmless from, for, and against, any and all suits, claims, grievances, damages, costs, expenses, judgments and/or liabilities, including costs of defense and reasonable attorneys’ fees (excluding punitive damages), arising from or in connection with the Parties’ respective work on the RPM Future Phases Project and their obligations under this MOU.

e. **Reports.** Each party will maintain separate complete, accurate and detailed books,
reports, fiscal records and supporting documents necessary to monitor the performance and results of the Project and grant funds awarded for the Project. All such records and other related documents must be made available at reasonable times for inspection, copying, audit and examination by authorized representatives of the Parties, grantors or independent auditors. The Parties also agree to comply with all applicable federal and state audit requirements.

f. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties pertaining to the subject matter in this MOU, and it supersedes all prior and contemporaneous agreements and understandings, whether oral or written, of the Parties.

g. **Counterparts.** This MOU may be executed in any one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one RPM Future Phases Project Agreement.

h. **Severability.** If any provision of this MOU 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 MOU that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this MOU is severable.

i. **Amendment.** Any amendment to this MOU must be in writing and approved by the Parties.

j. **Governing Law.** This MOU shall be interpreted, construed and governed in accordance with the City Code and the laws of the State of Illinois.

k. **Binding Obligation.** This MOU has been carefully and fully read by the Parties, who understand its contents and are satisfied with the MOU herein mentioned and the same shall be binding upon and inure to the benefit of the Parties’ agents, officers, directors, shareholders, and employees respectively. The Parties agree that this MOU is acceptable to each of them, and that this writing will not be construed against any party, and that any claim under the doctrine of *contra proferentum* is expressly waived.

l. **Effectiveness.** This MOU will be deemed effective upon approval of the City Council as of the date of the last signature below.

m. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same.
IN WITNESS WHEREOF, the Parties agree to the above terms and have executed this Memorandum of Understanding as the last date written below:

CHICAGO TRANSIT AUTHORITY
An Illinois municipal corporation

_____________________________  ____________________________
Terry Peterson     Wally Bobkiewicz
Chairman, Chicago Transit Authority Board City Manager

Dated: _______________________  Dated: ______________________

CITY OF EVANSTON
An Illinois municipal corporation

DRAFT
Memorandum

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

From: Wally Bobkiewicz, City Manager
       Johanna Leonard, Community Development Director

Subject: Resolution 27-R-18, Authorizing the City Manager to Negotiate and Execute a Mutual Termination of Lease of City-Owned Property Located at 2222 Oakton Street with Smylie Brothers Draft and Package LLC

Date: June 29, 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”. The adoption of this resolution includes approval of the settlement agreement for repayment of three months of rent, utilities owed at the property, and additional funds attributed to sales, liquor and property taxes not recovered due to the business not locating at the property.

Summary:
Resolution 27-R-18 authorizes the City Manager to execute a mutual termination of the lease with Smylie Brothers Draft and Package LLC (Smylie) from the lease dated January 1, 2017. As part of the settlement for the release of the lease, Smylie has agreed to pay a sum of money to the City that amounts to a total of three months of rent in the amount of $40,937.49; one month of rent was $13,645.83 as stated in the lease. Smylie has also agreed to pay a portion of the utilities incurred since January 1, 2017 for the property. The following table highlights the total utilities that were paid by the City prior to Smylie switching the utilities into their own account following the lease commencement:

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The total funds sought by the City from Smylie for the utilities are $7,354.63 (the total amount from ComEd and Water). The City continued to store equipment and materials at the property during the lease, prior to the commencement of intended build-out work for the brewery. As a result, the space was maintained as a heated space and the recovery of the Nicor utility costs are excluded from the requested utility repayment. Regardless of the request to terminate the lease, the City would have required the repayment of utilities during the lease by Smylie. Smylie has agreed to the payment of three months of rent and the amount of utilities described above.

Additionally, Smylie has agreed to deliver the due diligence documents prepared during the inspection period to the City’s future selected tenant/occupant/owner of the property in an effort to reduce the length of time for an inspection period. Smylie estimates this work is worth approximately $20,000.

Staff has also requested an additional $10,000 to be paid to the City from Smylie Brothers to represent the recovery of property and liquor taxes that would have been paid to the City had the project been completed and assessed. When the lease was approved by the City Council for execution, staff had estimated that the property could generate annually between $47,980 and $50,600 in property taxes (City portion) and liquor taxes. On a prorated basis, three months of these taxes are estimated to have been between $11,995.00 and $12,650.00. The requested $10,000 is a representative of the taxes not realized at this property for three months. Staff and Smylie have not reached agreement on this portion of the settlement.

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
A RESOLUTION

Authorizing the City Manager to Negotiate and 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 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 releasing Smylie Brothers from the future lease obligation on certain conditions outlined below in Section 3; 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 negotiate and execute a termination of lease agreement between the parties that he deems to be in the best interests of the City.

**SECTION 3:** The release and termination of the lease agreement must incorporate the following terms into the agreement:

(a) Smylie will issue payment in an amount equal to three months of rent ($40,937.49); and

(b) Smylie will also issue payment in the amount of $7,354.63; which represents the total utility costs incurred at the Property for ComEd and water service charges, but does not include Nicor expenses; and

(c) Smylie will provide copies of the due diligence documents prepared during the inspection period to the city’s future selected tenant/occupant/or owner of the property; and

(d) In order to recapture the real estate and liquor taxes projected to be collected and assessed for the operation the business at the Property, Smylie will also issue a payment of $10,000.

**SECTION 4:** This resolution 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, Corporation Counsel
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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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

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any such law, rule, regulation or order, but must indemnify and save Landlord harmless against the consequences of continued violation thereof by Tenant pending such contest.

(b) **Alterations During Term.** Tenant must be permitted to perform interior, nonstructural alterations to the Premises and to revise the interior layout of the Premises; provided that the alterations are in conformance the security plans approved by the State of Illinois, any regulations under the Medical Cannabis Act, and any additional regulatory authority provisions governing the Permitted Use. Tenant must obtain Landlord's written consent to any other alterations or construction which affects the structural nature of the Premises, which consent must not be unreasonably withheld, conditioned or delayed.

### 27. HAZARDOUS SUBSTANCES

(a) Tenant agrees that, except as herein set forth, it must not generate, use, store, handle or dispose of on or transport over the Premises any Hazardous Substances (defined below) in violation of any Environmental Laws (defined below), except as such incidental amounts of Hazardous Substances as may be required for Tenant to conduct the Permitted Use, but in no instance shall Tenant dispose of Hazardous Substances on the Premises in violation of Environmental Laws.

(b) If any time during the Term, Hazardous Substances are found in the Premises or on adjacent property and such Hazardous Substances are not the result of Tenant’s use of or work on the Premises, then, in such event, Tenant must have the immediate right to terminate this Lease upon written notice to Landlord. Under no circumstances must Tenant be responsible for remediation or cleanup of any Hazardous Substances on the Premises or adjacent property that were not caused by Tenant, or Tenant's subcontractors, agents or employees. Furthermore, with regard to any Hazardous Substances caused by Tenant or its agents, contractors or employees, Tenant must remove same, in compliance with applicable Environmental Laws, at Tenant’s sole cost and expense. Tenant must defend, indemnify, and hold Landlord harmless from and against any and all costs, damages, expenses and/or liabilities (including reasonable attorneys’ fees) which Landlord may suffer as a result of any written demand (whether or not a suit), claim, suit or action regarding any such Hazardous Substances (whether alleged or real) present due to Tenant and/or regarding the removal and clean-up of same or resulting from the presence of such Hazardous Substances. The representation, warranty and indemnity of Tenant described in this subsection shall survive the termination or expiration of this Lease or purchase of the Property as provided herein. Other than Hazardous Substances caused by Tenant or its agents, contractors or employees, Tenant shall have no duty whatsoever to remove any Hazardous Substances from the Property.

(c) In the event that during the Term of this Lease, Tenant is prevented from performing Tenant’s Work and/or Tenant must be unable to operate for a period of thirty (30) days or more for the Permitted Use at the Premises and ceases operating at the Premises as a result of remediation of Hazardous Substances not caused by Tenant or its agents, contractors or employees, and Tenant does not terminate the Lease as provided for in Section 27(b) above, then Fixed Minimum Rent, Additional Rent and all other charges due hereunder must equitably abate until such time as Tenant is able to resume the performance of Tenant’s Work and/or the operation of its business in the Premises.

(d) Tenant, for itself and its successors in interest, waives and releases Landlord from any and all past and present claims and causes of action arising from or relating to the presence or alleged presence of Hazardous Substances in, on, under, about or emanating from the Property, including
without limitation any claims for cost recovery, contribution, natural resources damages, property
damage, consequential damages, personal or bodily injury (including death) or otherwise, under or on
account of any violation, or arising under, Environmental Law.

(c) The term “Hazardous Substance” includes, without limitation, any material or substance
(regardless of whether discarded, recyclable or recoverable) to which liability or standards of conduct
are imposed pursuant to Environmental Laws, including, but not limited to (i) any defined,
characteristic or listed “hazardous waste”, “extremely hazardous waste”, “restrictive hazardous
waste”, “hazardous substance”, “hazardous material”, “regulated substance”, “pollutant”,
“contaminant” or waste, (ii) petroleum (including crude oil or any fraction thereof, natural gas,
liquefied natural gas, synthetic gas or mixtures of natural gas and synthetic gas), (iii) asbestos and any
asbestos containing materials, (iv) substances known to cause cancer and/or reproductive toxicity,
(v) polychlorinated biphenyls (PCBs) and (vi) radioactive material. The term “Environmental Law”
means any federal, state or local law, statute, ordinance, rule, regulation, order, consent, decree,
judgment or common-law doctrine, interpretation thereof, and provisions and conditions of permits,
licenses, plans, approvals and other operating authorizations whether currently in force or hereafter
enacted relating to health, industrial hygiene or the environmental conditions on, under or about the
Premises or the Property, as such laws are amended and the regulations and administrative codes
applicable thereto, including, by way of example and without limitation, the following: the Illinois
Environmental Protection Act; Comprehensive Environmental Response, Compensation and
Liability Act (“CERCLA”); the Resource Conservation and Recovery Act (“RCRA’’); the Clean Air
Act; the Clean Water Act; the Safe Water Drinking Act (“SDWA”); the Toxic Substances Control
Act; and all state and local counterparts thereto; and any common or civil law obligations including,
without limitation, nuisance or trespass. It is the intent of the parties hereto to construe the terms
“Hazardous Substance” and “Environmental Law” in their broadest sense.

28. GENERAL CONDITIONS

(a) Time is of the essence of this Lease. Any deadlines in this Lease which cannot be met
because of delays caused by governmental regulations, inability to procure labor or materials,
strikes, acts of God, or other causes (other than financial), beyond the control of Landlord or
Tenant (“Force Majeure”) must be extended by the amount of time caused by such delays;
provided, however, the payment of rent must not be excused. Notwithstanding anything herein to
the contrary, the failure by Landlord to construct the Premises according to building code and/or
to receive timely inspections by the necessary authorities due solely to the negligence, misconduct
or financial inability of Landlord or Landlord's contractors, employees or representatives must not
constitute Force Majeure. In order for Landlord to claim the occurrence of Force Majeure,
Landlord must have notified Tenant in writing of such occurrence within twenty (20) business
days after the initial occurrence.

(b) No waiver of any breach of the covenants, agreements, obligations and conditions of this
Lease to be kept or performed by either party hereto must be construed to be a waiver of any
succeeding breach of the same or any other covenant, agreement, obligation, condition or provision
hereof.

(c) Tenant must not be responsible for the payment of any commissions in relation to the leasing
transaction represented by this Lease. Landlord and Tenant each covenant that they have not dealt
with any real estate broker or finder with respect to this Lease (herein collectively “Brokers”). Each
party must hold the other party harmless from all damages, claims, liabilities or expenses, including reasonable and actual attorneys' fees (through all levels of proceedings), resulting from any claims that may be asserted against the other party by any real estate broker or finder with whom the indemnifying party either has or is purported to have dealt, except for the Brokers.

(d) The use herein of any gender or number must not be deemed to make inapplicable the provision should the gender or number be inappropriate to the party referenced. All section headings, titles or captions contained in this Lease are for convenience only and must not be deemed part of this Lease and must not in any way limit or amplify the terms and provisions of this Lease.

(e) Landlord and Tenant have negotiated this Lease, have had the opportunity to be advised respecting the provisions contained herein and have had the right to approve each and every provision hereof; therefore, this Lease must not be construed against either Landlord or Tenant as a result of the preparation of this Lease by or on behalf of either party.

(f) If any clause, sentence or other portion of this Lease must become invalid or unenforceable, the remaining portions thereof must remain in full force and effect.

(g) Wherever in this Lease Landlord or Tenant is required to give consent, such consent must not be unreasonably withheld, conditioned or delayed except to the extent otherwise expressly provided herein.

(h) If the time for performance of any obligation or taking any action under this Lease expires on a Saturday, Sunday or legal holiday, the time for such performance or taking such action must be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. If the day on which rent or any other payment due hereunder is payable falls on a Saturday, Sunday or on a legal holiday, it must be payable on the next succeeding day which is not a Saturday, Sunday or legal holiday.

(i) Landlord hereby agrees that it must maintain all confidentiality with regard to entering into this Lease, the opening for business by Tenant in the Premises and any financial information contained hereunder or obtained from Tenant during the Term of this Lease, other than disclosures to necessary third parties and Landlord must not release any material whatsoever to the press or any news media without the prior written approval of Tenant, which approval may be withheld in Tenant's sole discretion.

(j) Each covenant hereunder of Landlord, whether affirmative or negative in nature, is intended to and must bind the Landlord and each successive owner of the Premises and their respective heirs, successors and assigns.

(k) There must be no personal liability on Landlord, its elected officials, officers, employees, agents, or any successor in interest with respect to any provisions of this Lease, or amendments, modifications or renewals hereof. Tenant must look solely to the then owner's interest in the Premises (including but not limited to any insurance proceeds, rents, or judgments) for the satisfaction of any remedies of Tenant in the event of a breach by Landlord of any of its obligations hereunder.

(l) Landlord hereunder must have the right to assign, sell or transfer Landlord's interest in this Lease or the Premises with consent of Tenant, which must not be unreasonably withheld. In the
event of any such transfer, the transferor must be automatically relieved of any and all obligations on
the part of Landlord accruing from and after the date of such transfer.

(m) Tenant acknowledges that it will seek to hire qualified Evanston residents for employment in
the Tenant’s business located at the Premises.

(n) The parties agree 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 Bobulnick
Title: City Manager

Tenant:

SMYLIE BROTHERS DRAFT & PACKAGE LLC
an Illinois limited liability company

By: [Signature]
Name: Michael Smylie, Manager
EXHIBIT A

LEGAL DESCRIPTION

LOT 2 IN EVANSTON’S RESUBDIVISION OF LOTS 2 AND 3 IN WILLIAM B.
JOHNSON’S SUBDIVISION OF THE EAST 650 FEET OF THE WEST 1075 FEET OF THE
SOUTH 150 FEET OF THE NORTH 197 FEET OF THE NORTHWEST 1/4 OF THE
NORTHWEST ¼ OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-25-100-023-0000
EXHIBIT B

PLAT OF RESUBDIVISION
GM
EM

6'-11"
21'-10" 8'-4"
6'-4"
6'-11"
6'-4"
5'-0"
18'-0"
687x813
6'-0"
9'-0"
5'-0"
6'-3"
9'-0"
6'-8"
22'-0"
10'-0"
80 sq ft
1,100 sq ft
ramp down
Corridor
Vest.
Loading
Office
Men's Women's
Elect.
Room

Spent Grain
Lab Dry
Storage

GRAIN SILO
Fermentation Cellar
Tap Room
Bar & Kitchen
(goal is 50 person occupancy)

Lab
Dry Storage

Elect. Room

Washing Room

Mill Room

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EXHIBIT D
SITE PLAN
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
      James Hurley, Management Analyst

Subject: Resolution 47-R-18, Issuance of a Request for Qualifications/Proposals for Reuse of Recycling Center at 2222 Oakton Street

Date: July 2, 2018

Recommended Action:
Staff recommends City Council adoption of Resolution 47-R-18, “Authorizing the City Manager to Initiate a Request for Qualifications / Request for Proposals (RFQ/P) for Reuse of City-Owned Real Property Located at 2222 Oakton Street”. This resolution would initiate the process to identify future users for the City-owned property. The proposed timeline is enclosed in the memo and, if authorized by the City Council, staff will update the RFQ/P document.

Funding Source:
Not Applicable

Livability Benefit:
Economy & Jobs: Retain and expand local businesses; expand job opportunities

Draft Request for Qualifications/Proposals:
Attached to this memorandum is Resolution 47-R-18 and an updated draft Request for Qualifications/Proposals (RFQ/P) for next steps with the 2222 Oakton Street property. As discussed at previous Administration & Public Works Committee meeting, the RFQ/P offers the property for sale or for lease and now offers a combined timeline seeking both qualifications and proposal for the site in the single response. Staff seeks authorization for the City Manager to issue the document as well as any further feedback on this document.
The timeline presented in the attached RFQ/P is included in this memorandum:

<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>Thursday, July 12, 2018</td>
</tr>
<tr>
<td>Tours/Questions re: Property</td>
<td>Within 2 weeks of RFQ/P Issuance</td>
<td>Friday, July 20, 2018</td>
</tr>
<tr>
<td>Responses due to the City</td>
<td>30-45 days following RFQ/P Issuance</td>
<td>Monday, August 13, 2018</td>
</tr>
<tr>
<td>Staff Review of Submissions</td>
<td>Within 2-3 weeks of submission due date</td>
<td>Wednesday, August 29, 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>Wednesday, September 26, 2018</td>
</tr>
<tr>
<td>City Council Review of RFQ/P Responses</td>
<td>Within 30-45 days of EDC meeting</td>
<td>Monday, November 5, 2018</td>
</tr>
<tr>
<td>Selection of Development Team</td>
<td>Due within 60 days of City Council Approval of Qualified Parties</td>
<td>December 2018 / January 2019</td>
</tr>
</tbody>
</table>

Attachments:
- Resolution 47-R-18
- Draft RFQ/P for 2222 Oakton Street
47-R-18

A RESOLUTION

Authorizing the City Manager to Initiate a Request for Qualifications / Request for Proposals for Reuse of City-Owned Real Property Located at 2222 Oakton Street

WHEREAS, the City owns certain real property located at 2222 Oakton Street in Evanston, Illinois (PIN: 10-25-100-23-0000); and

WHEREAS, the City seeks to create commercial redevelopment opportunities throughout its commercial corridors in which property is developed to its highest and best use; and

WHEREAS, the City seeks to attract real estate development professionals to redevelopment City-owned real property located at 2222 Oakton Street through a fair, transparent, and competitive process; and

WHEREAS, the City Council recommended on June 25, 2018 that the City issue a Request for Qualifications/Request for Proposals to real estate development professionals for purchase or lease of the property.

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

SECTION 1: The City Manager is hereby authorized and directed to create an application and guidelines for determining qualified real estate development professionals, disseminate said application and guidelines publicly, and solicit responses seeking qualified real estate redevelopment professionals for real estate located at 2222 Oakton Avenue.
SECTION 2: This resolution authorizes the City Manager to review responses of qualifications from real estate redevelopment professionals and identify qualified real estate development professionals from the Request for Qualifications/Request for Proposals.

SECTION 3: This resolution authorizes the City Manager to oversee and manage a process for soliciting proposals for utilization and proposed redevelopment of the property located at 2222 Oakton Street from real estate development professionals identified in the Request for Qualifications/Request for Proposals.

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

_______________________________
Stephen Hagerty, Mayor

Attest:                              Approved as to form:

_______________________________
Devon Reid, City Clerk               Michelle L. Masoncup, Corporation Counsel

Adopted: _________________________, 2018
Request for Qualifications/
Request for Proposals

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
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.

Submitted proposals from individuals or teams will be reviewed and ranked by the City’s Community Development Department, Public Works Agency, City Manager’s Office, the Economic Development Committee, and the City Council. 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.

Developers shall provide a proposal for how they would propose to redevelop the property, including 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 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/2222Oakton)</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>Monday, August 27, 2018</td>
</tr>
<tr>
<td>Economic Development Committee Review of RFP Responses/Public Presentation of</td>
<td>Wednesday, September 26, 2018</td>
</tr>
<tr>
<td>Proposals by Short-Listed Developers</td>
<td></td>
</tr>
<tr>
<td>City Council Review of RFP Responses</td>
<td>Monday, November 5, 2018</td>
</tr>
<tr>
<td>Selection of Development Team</td>
<td>December 2018/January 2019</td>
</tr>
</tbody>
</table>
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.

The following sections outline important information for review and consideration of the site:

**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 approval of sale or lease.

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.

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.
## Request for Qualification/Proposal 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>
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</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.
Project Proposal
Proposals are being requested at this time that, at a minimum, includes:

Project Description
- Intended use(s) of the property and compatibility with uses adjacent to the property.
- Rough site plans and renderings of proposed development.
- Proposed number of parking spaces.
- Anticipated development schedule with key milestone dates and projected occupancy date.
- Developer experience with development projects in municipalities of similar scale to Evanston.

Finances
- Indication to lease or purchase the property from the City of Evanston
- Estimated total investment to be made for the development of the property.
- Estimated property and sales taxes projected to be generated by the development.
- Financial assistance being sought from the City of Evanston, Cook County, the State of Illinois, or any other entity.
- The financial strategy of the project, and its ability to secure necessary private funds and be started and completed in a timely manner.
- Evidence of financial capacity of the developer to complete the development of the property.
- Demonstrated economic benefit to cities where projects were previously located.

Operations
- Management Plan
- Anticipated hours and days of operations.
- Anticipated number of employees.

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
This map is not a plat of survey. This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.
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.


13. Proposed asphalt pavement (typ).


15. Proposed dog run.


17. Proposed chain link fence (typ).

18. Relocated wood shed.
PLAT of SURVEY

Lot Description:
LOT 2 IN KLAUS & JOHNSON'S SUBDIVISION OF THE EAST 500 FT. OF THE NORTH 100 FT. OF THE SOUTH 100 FT. OF THE NORTH 500 FT. OF THE NORTH 100 FT. OF THE SOUTH 100 FT. OF THE NORTH 500 FT. OF SECTION 25, TOWNSHIP 14 N., RANGE 13 E., OF THE THIRD ADDITION, EVANSTON, COOK COUNTY, ILLINOIS.

Commonly known as: Evanston Recycling Center, 2222 Oakton Street, Evanston, Illinois.

B.H. SUHR & COMPANY, INC.

CHIEF SURVEYOR: DR. M. H. SUHR
METHODS OF SURVEYING: 2000
DATE OF REVISION: MAY 16
REVISION OF: #1

This is to certify that the survey of the above described property was performed under our supervision and that the above plat accurately represents said property. This plat contains no information other than the current urban area boundaries determined by a surveyor's survey.

423 of 620
**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.

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>
<td>S</td>
<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;5&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>

MINIMUM LOT SIZES

<table>
<thead>
<tr>
<th>MINIMUM LOT SIZES</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></td>
</tr>
</tbody>
</table>

MINIMUM LOT WIDTHS

<table>
<thead>
<tr>
<th>MINIMUM LOT WIDTHS</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></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>MAXIMUM BUILDING HEIGHTS</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>

425 of 620
YARD REQUIREMENTS

<table>
<thead>
<tr>
<th>Principle Structures</th>
<th>I1</th>
<th>I2</th>
<th>I3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td>All</td>
<td>15 ft</td>
<td>No requirement</td>
</tr>
<tr>
<td>Street Side</td>
<td>All</td>
<td>15 ft</td>
<td></td>
</tr>
<tr>
<td>Residential, abutting</td>
<td>10% transition yard</td>
<td>10% transition yard</td>
<td></td>
</tr>
<tr>
<td>Nonresidential, abutting</td>
<td>5 ft</td>
<td>8 ft</td>
<td></td>
</tr>
<tr>
<td>Rear, abutting</td>
<td>Residential</td>
<td>10% transition yard</td>
<td>10% transition yard</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>20 ft</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Parking Setbacks

<table>
<thead>
<tr>
<th>Parking Setbacks</th>
<th>I1</th>
<th>I2</th>
<th>I3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td>All</td>
<td>Prohibited</td>
<td>Permitted*</td>
</tr>
<tr>
<td>Street Side</td>
<td>All</td>
<td>Prohibited</td>
<td>Permitted*</td>
</tr>
<tr>
<td>Residential, abutting</td>
<td>20 ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nonresidential, abutting</td>
<td>5 ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential, abutting</td>
<td>20 ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nonresidential, abutting</td>
<td>5 ft</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

P=Permitted Use; S=Special Use; = Not Permitted

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 condition:

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.
*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>Use</th>
<th>C1</th>
<th>C1a</th>
<th>C2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animal Hospital</td>
<td>S</td>
<td>S</td>
<td>S</td>
</tr>
<tr>
<td>Aquaponics</td>
<td>S</td>
<td>S</td>
<td>S</td>
</tr>
<tr>
<td>Assisted living facility</td>
<td></td>
<td>S</td>
<td></td>
</tr>
<tr>
<td>Automobile body repair establishment</td>
<td></td>
<td>S</td>
<td></td>
</tr>
<tr>
<td>Automobile and recreational vehicle sales</td>
<td></td>
<td></td>
<td>P</td>
</tr>
<tr>
<td>Automobile repair service establishment</td>
<td>S</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Automobile service station</td>
<td>S</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Banquet hall</td>
<td>S</td>
<td>S</td>
<td>S</td>
</tr>
<tr>
<td>Business or vacation school</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Car wash</td>
<td>S</td>
<td>S</td>
<td></td>
</tr>
<tr>
<td>Caterer</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Commercial indoor recreation</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Commercial outdoor recreation</td>
<td>S</td>
<td></td>
<td>P</td>
</tr>
<tr>
<td>Commercial parking garage</td>
<td>S</td>
<td>S</td>
<td>P</td>
</tr>
<tr>
<td>Commercial parking lot</td>
<td></td>
<td></td>
<td>S</td>
</tr>
</tbody>
</table>
MINIMUM LOT SIZES

<table>
<thead>
<tr>
<th></th>
<th>C1</th>
<th>C1a</th>
<th>C2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential (Square feet/DU)</td>
<td>No requirement</td>
<td>350</td>
<td>No requirement</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>No requirement</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

MINIMUM LOT WIDTHS

<table>
<thead>
<tr>
<th></th>
<th>C1</th>
<th>C1a</th>
<th>C2</th>
</tr>
</thead>
<tbody>
<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>
<td>No requirement</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

MAXIMUM BUILDING HEIGHTS

<table>
<thead>
<tr>
<th></th>
<th>C1</th>
<th>C1a</th>
<th>C2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feet</td>
<td>45</td>
<td>67</td>
<td>45</td>
</tr>
</tbody>
</table>

FLOOR AREA RATIOS

<table>
<thead>
<tr>
<th></th>
<th>C1</th>
<th>C1a</th>
<th>C2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum FAR</td>
<td>1.0</td>
<td>4.0</td>
<td>1.0</td>
</tr>
</tbody>
</table>

YARD SETBACK REQUIREMENTS

<table>
<thead>
<tr>
<th>Principle Structures</th>
<th>C1</th>
<th>C1a</th>
<th>C2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td>All</td>
<td>None</td>
<td>5 ft</td>
</tr>
<tr>
<td>Street side</td>
<td>All</td>
<td>5 ft</td>
<td>N/R</td>
</tr>
<tr>
<td>Interior side, abutting</td>
<td>Residential district</td>
<td>15 feet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nonresidential district</td>
<td>5 ft</td>
<td>See end Note¹</td>
</tr>
<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>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

Parking Setbacks

<table>
<thead>
<tr>
<th></th>
<th>C1</th>
<th>C1a</th>
<th>C2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td>All</td>
<td>See end note²</td>
<td>5 ft</td>
</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>
</tr>
<tr>
<td>Rear, abutting</td>
<td>Residential district</td>
<td>10 feet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nonresidential district</td>
<td>Zero feet (no requirement0</td>
<td></td>
</tr>
</tbody>
</table>

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.

¹No setback requirement for buildings less than 25 feet in height above grade; 5-foot setback required for building taller than 25 feet above grade.
²Parking and landscape setbacks subject to site plan review.
³Accessory or principle.
⁴Except that between Lee Street and Kedzie Street, dwellings are permitted above the ground floor only.
⁵With hours of operation between 6:00 am and 12 midnight
⁶When located above the ground floor.
⁷Provided there is no outdoor storage.
⁸Accessory 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
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

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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.

(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.

(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.

(c) The term “Hazardous Substance” includes, without limitation, any material or substance
(regardless of whether discarded, recyclable or recoverable) to which liability or standards of conduct
are imposed pursuant to Environmental Laws, including, but not limited to (i) any defined,
characteristic or listed “hazardous waste”, “extremely hazardous waste”, “restrictive hazardous
waste”, “hazardous substance”, “hazardous material”, “regulated substance”, “pollutant”,
“contaminant” or waste, (ii) petroleum (including crude oil or any fraction thereof, natural gas,
liquefied natural gas, synthetic gas or mixtures of natural gas and synthetic gas), (iii) asbestos and any
asbestos containing materials, (iv) substances known to cause cancer and/or reproductive toxicity,
(v) polychlorinated biphenyls (PCBs) and (vi) radioactive material. The term “Environmental Law”
means any federal, state or local law, statute, ordinance, rule, regulation, order, consent, decree,
judgment or common-law doctrine, interpretation thereof, and provisions and conditions of permits,
licenses, plans, approvals and other operating authorizations whether currently in force or hereafter
enacted relating to health, industrial hygiene or the environmental conditions on, under or about the
Premises or the Property, as such laws are amended and the regulations and administrative codes
applicable thereto, including, by way of example and without limitation, the following: the Illinois
Environmental Protection Act; Comprehensive Environmental Response, Compensation and
Liability Act (“CERCLA”); the Resource Conservation and Recovery Act (“RCRA”); the Clean Air
Act; the Clean Water Act; the Safe Water Drinking Act (“SDWA”); the Toxic Substances Control
Act; and all state and local counterparts thereto; and any common or civil law obligations including,
without limitation, nuisance or trespass. It is the intent of the parties hereto to construe the terms
“Hazardous Substance” and “Environmental Law” in their broadest sense.

28. GENERAL CONDITIONS

(a) Time is of the essence of this Lease. Any deadlines in this Lease which cannot be met
because of delays caused by governmental regulations, inability to procure labor or materials,
strikes, acts of God, or other causes (other than financial), beyond the control of Landlord or
Tenant (“Force Majeure”) must be extended by the amount of time caused by such delays;
provided, however, the payment of rent must not be excused. Notwithstanding anything herein to
the contrary, the failure by Landlord to construct the Premises according to building code and/or
to receive timely inspections by the necessary authorities due solely to the negligence, misconduct
or financial inability of Landlord or Landlord’s contractors, employees or representatives must not
constitute Force Majeure. In order for Landlord to claim the occurrence of Force Majeure,
Landlord must have notified Tenant in writing of such occurrence within twenty (20) business
days after the initial occurrence.

(b) No waiver of any breach of the covenants, agreements, obligations and conditions of this
Lease to be kept or performed by either party hereto must be construed to be a waiver of any
succeeding breach of the same or any other covenant, agreement, obligation, condition or provision
hereof.

(c) Tenant must not be responsible for the payment of any commissions in relation to the leasing
transaction represented by this Lease. Landlord and Tenant each covenant that they have not dealt
with any real estate broker or finder with respect to this Lease (herein collectively “Brokers”). Each
party must hold the other party harmless from all damages, claims, liabilities or expenses, including reasonable and actual attorneys' fees (through all levels of proceedings), resulting from any claims that may be asserted against the other party by any real estate broker or finder with whom the indemnifying party either has or is purported to have dealt, except for the Brokers.

(d) The use herein of any gender or number must not be deemed to make inapplicable the provision should the gender or number be inappropriate to the party referenced. All section headings, titles or captions contained in this Lease are for convenience only and must not be deemed part of this Lease and must not in any way limit or amplify the terms and provisions of this Lease.

(e) Landlord and Tenant have negotiated this Lease, have had the opportunity to be advised respecting the provisions contained herein and have had the right to approve each and every provision hereof; therefore, this Lease must not be construed against either Landlord or Tenant as a result of the preparation of this Lease by or on behalf of either party.

(f) If any clause, sentence or other portion of this Lease must become invalid or unenforceable, the remaining portions thereof must remain in full force and effect.

(g) Wherever in this Lease Landlord or Tenant is required to give consent, such consent must not be unreasonably withheld, conditioned or delayed except to the extent otherwise expressly provided herein.

(h) If the time for performance of any obligation or taking any action under this Lease expires on a Saturday, Sunday or legal holiday, the time for such performance or taking such action must be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. If the day on which rent or any other payment due hereunder is payable falls on a Saturday, Sunday or on a legal holiday, it must be payable on the next succeeding day which is not a Saturday, Sunday or legal holiday.

(i) Landlord hereby agrees that it must maintain all confidentiality with regard to entering into this Lease, the opening for business by Tenant in the Premises and any financial information contained hereunder or obtained from Tenant during the Term of this Lease, other than disclosures to necessary third parties and Landlord must not release any material whatsoever to the press or any news media without the prior written approval of Tenant, which approval may be withheld in Tenant’s sole discretion.

(j) Each covenant hereunder of Landlord, whether affirmative or negative in nature, is intended to and must bind the Landlord and each successive owner of the Premises and their respective heirs, successors and assigns.

(k) There must be no personal liability on Landlord, its elected officials, officers, employees, agents, or any successor in interest with respect to any provisions of this Lease, or amendments, modifications or renewals hereof. Tenant must look solely to the then owner’s interest in the Premises (including but not limited to any insurance proceeds, rents, or judgments) for the satisfaction of any remedies of Tenant in the event of a breach by Landlord of any of its obligations hereunder.

(l) Landlord hereunder must have the right to assign, sell or transfer Landlord’s interest in this Lease or the Premises with consent of Tenant, which must not be unreasonably withheld. In the
event of any such transfer, the transferor must be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer.

(m) Tenant acknowledges that it will seek to hire qualified Evanston residents for employment in the Tenant’s business located at the Premises.

(n) The parties agree that the Lease must be governed by and interpreted in accordance with the laws of the State of Illinois and that venue for any disputes must be in the Circuit Court of Cook County, Illinois.

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

From: Erika Storlie, Assistant City Manager/Administrative Services Director
       Jill Velan, Parking Division Manager

Subject: Ordinance 70-O-18, Amending City Code Section 10-11-7, Schedule VII(A), “Passenger Loading Zones, Public Carrier Stops and Stands” to Add a Loading Zone at 1007 Church Street

Date: June 19, 2018

Recommended Action
The Transportation/Parking Committee recommends City Council adoption of Ordinance 70-O-18, amending City Code Section 10-11-7, Schedule VII(A), “Passenger Loading Zones, Public Carrier Stops and Stands.” to add a loading zone at 1007 Church Street.

Livability Benefit:
Built Environment: Provide compact and complete streets and neighborhoods

Summary
The property managers of 1007 Church Street contacted the City, about their need for a short-term parking area to accommodate their business tenants in the building. This includes patient drop-off/pick-up at the North Shore medical facility as well as other deliveries.

A few years ago two of the parking spaces directly adjacent to the front door of this building were converted to taxicab parking to provide a staging area for taxicabs in the area. The number of taxicabs in Evanston has decreased to the point that the City no longer licenses taxicabs and these two designated parking spaces are no longer used. In fact the spaces sit vacant the majority of the time and are occasionally used as a short-term loading zone.

At their March 28, 2018 meeting the Transportation/Parking Committee voted to recommend that the spaces be signed to allow for all drop-off and pick-up to the building including deliveries, Uber, Lyft, taxicabs and patients who are dropped off by family/friends.
If approved, staff will move forward with removing the taxicab only signs and installing the loading zone signs for the two parking spaces located at 1007 Church Street.

Attachment:
Ordinance 70-O-18
AN ORDINANCE

Amending City Code Section 10-11-7, Schedule VII(A), “Passenger Loading Zones, Public Carrier Stops and Stands,” to Add a Loading Zone at 1007 Church Street

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

SECTION 1: Section 10-11-7(A), Schedule VII(A), “Passenger Loading Zones, Public Carrier Stops and Stands,” of the Evanston City Code of 2012, as amended, is hereby further amended by adding the following:

<table>
<thead>
<tr>
<th>Church Street</th>
<th>Entrance to 1007 Church Street</th>
</tr>
</thead>
</table>

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: This Ordinance 70-O-18 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 5: If any provision of this Ordinance 70-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 70-O-18 that
can be given effect without the invalid application or provision, and each invalid application of this Ordinance 70-O-18 is severable.

Introduced: _________________, 2018
Adopted: _________________, 2018

Approved:

______________________________

______________________________

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

______________________________

Devon Reid, City Clerk

Michelle L. Masoncup, Corporation Counsel
To: Honorable Mayor and Members of the City Council
   Administration and Public Works Committee

From: Erika Storlie, Assistant City Manager/Administrative Services Director
   Jill Velan, Parking Division Manager

Subject: Ordinance 75-O-18, Amending City Code Section 10-11-7, Schedule VII(B), “Loading Zones” to Add a Loading Zone at 609 South Boulevard

Date: June 19, 2018

Recommended Action
The Transportation/Parking Committee recommend City Council adoption of Ordinance 75-O-18, amending City Code Section 10-11-7(B), “Loading Zones,” to Add a Loading Zone at 609 South Boulevard.

Livability Benefit:
Built Environment: Provide compact and complete streets and neighborhoods

Summary
The business owner of Ice House Gallery, at 609 South Blvd contacted the City about their need for a short-term parking space to accommodate deliveries.

The Ice House Gallery opened on October 6, 2017 at 609 South Blvd. Currently, they have no access from the rear of their building for artists to drop-off art work.

At their May 23, 2018 meeting the Transportation/Parking Committee voted to recommend that one space on the northeast corner of the 600 Block of South Blvd be designation at a 30 minute loading zone seasonally from April 1 to October 31 during the day from 8:00 am – 6:00 pm seven days a week starting, fifteen feet West of Callan Avenue.

If approved, staff will move forward with installing the loading zone signs in one parking space to begin fifteen feet West of Callan Avenue on the North side of South Blvd.

Attachment:
Ordinance 75-O-18
AN ORDINANCE

Amending City Code Section 10-11-7, Schedule VII(B), “Loading Zones,” to Add a Loading Zone at 609 South Boulevard

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

SECTION 1: Section 10-11-7(B), Schedule VII(B), “Loading Zones,” of the Evanston City Code of 2012, as amended, is hereby further amended by adding the following:

| South Boulevard | North side, from a point 15 feet west of Callan Avenue to a point 20 feet west thereof, 8:00 A.M. to 6:00 P.M., April 1 through October 31 |

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: This Ordinance 75-O-18 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 5: If any provision of this Ordinance 75-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 75-O-18 that
can be given effect without the invalid application or provision, and each invalid application of this Ordinance 75-O-18 is severable.

Introduced: _________________, 2018

Adopted: _________________, 2018

Approved: ___________________, 2018

_____________________________
Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

______________________________
Michelle L. Masoncup, Corporation Counsel

Devon Reid, City Clerk
PLANNING & DEVELOPMENT COMMITTEE MEETING
Monday, July 9, 2018
7:00 p.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston
James C. Lytle Council Chambers

AGENDA

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN FISKE, CHAIR

II. APPROVAL OF REGULAR MEETING MINUTES OF JUNE 25, 2018

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. This item was tabled on June 25, 2018 until the July 9, 2018 City Council meeting.
For Action

(P2) 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. Resolution 34-R-18 was held on June 25, 2018 to the July 9, 2018 City Council.
For Action

(P3) Ordinance 80-O-18, Granting a Special Use for a Type 2 Restaurant, Gotta B Crepes, at 2901 Central Street
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 80-O-18, granting special use approval for a Type 2 Restaurant, Gotta B Crepes, at 2901 Central Street in the B1a Business District and oCSC Central Street Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Suffredin has requested suspension of the rules for Introduction and Action on July 9, 2018.
For Introduction and Action
(P4) Ordinance 79-O-18, Amending Various Portions of the City of Evanston
Zoning Ordinance Revising Minor Preservation Commission Review
Procedures
Plan Commission and Staff recommend amending the Zoning Ordinance Sections
6-4-6-7, Special Regulations Applicable to Fences, 6-15-11, Historic Structures,
Sites, and Landmarks Districts and 6-18-3, Definitions, to revise the language and
procedures regarding the review of special uses and variations by the
Preservation Commission.
For Introduction

IV. ITEMS FOR DISCUSSION

V. COMMUNICATIONS

VI. ADJOURNMENT
I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN FISKE, CHAIR
A quorum being present, Ald. Fiske called the meeting to order at 7:32 p.m.

II. APPROVAL OF REGULAR MEETING MINUTES OF MAY 29, 2018
Ald. Wilson moved to approve the minutes of the May 29, 2018 meeting, seconded by Ald. Rue Simmons with a correction to note Ald. Revelle was present.

The committee voted unanimously 6-0, to approve the May 29, 2018 minutes subject to corrections.

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, will request to table to next meeting.

Rob Biesenbach, neighbor and resident of 2011 Orrington Avenue, stated that he met with the owner and expressed concerns with location near institutions and the loss of residential character on his street. Mr. Biesenbach suggested a few conditions: a maximum of 2 rooms may be rented at one time, the owners must live in the home at all times, and there shall be renewal annually or biannually, giving the neighborhood the opportunity to weigh in.
Mary Bishop, neighbor, addressed the university’s lack of hotel space. She stated that this additional BnB satisfies the need for hotel space, but does not account for the needs of the neighborhood. Bishop suggested the formation of a committee that reviews BnBs and complaints, and listed examples of other cities that are reviewing ordinances.

Irena Vujanovic, applicant, stated that she has letters from neighbors who are in support. Vujanovic explained how she hopes to have rentals that are less than 30 days in duration and noted her extensive work to improve the condition of the home, assuring that she does not plan on putting the neighborhood in jeopardy.

Ald. Fiske suggested a neighborhood meeting to answer questions and discuss the BnB. Ald. Fiske also spoke in concern, hoping for clarification about whether or not the property will be owner occupied, and what the duration of rentals will be.

**Ald. Fiske moved to table to July 9, 2018 P&D meeting, seconded by Ald. Revelle. The Committee voted 6-0 to approve table the item to July 9, 2018.**

**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 resubdivision 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**

Ald. Braithwaite requested to hold to the next meeting for staff to meet with owner and adjacent property owners.

**Ald. Rainey moved to hold the item until the next P&D meeting, seconded by Ald. Rue Simmons. The Committee voted 6-0 to hold the item.**

Sue Loellbach, with Connections for the Homeless and Joining Forces for Affordable Housing, spoke in concern about Accessory Dwelling Unit’s affordability, small lot development, and discussion of the 3-unrelated rule being held in P&D. She expressed the need to evaluate the Northwestern University on-campus policy and measurement of community impact.
Loellbach stated that she hopes that an initial affordable housing need assessment will be discussed before the affordable housing meeting in July. She also encouraged the City to move forward with the affordable housing plan to add affordable units and expressed the need to have an additional discussion.

IV. ___ ITEMS FOR DISCUSSION

V. COMMUNICATIONS

VI. ADJOURNMENT

Ald. Wilson moved to adjourn, seconded by Ald. Rue Simmons. The meeting adjourned at 7:49 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: June 26, 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 tabled on June 25, 2018 until the July 9, 2018 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):

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
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<thead>
<tr>
<th>Address 1</th>
<th>Address 2</th>
<th>City</th>
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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. Resolution 34-R-18 was
held on June 25, 2018 to the July 9, 2018 City Council.

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>
<thead>
<tr>
<th>Greenwood Subdivision</th>
<th>Minimum Required</th>
<th>West Lot Lot 2</th>
<th>East Lot Lot 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Width</td>
<td>No requirement</td>
<td>91.25 ft.</td>
<td>512.17 ft.</td>
</tr>
<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
34-R-18

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

Commonly Known As: 2020 Greenwood Street, Evanston, Illinois.
EXHIBIT B

Plat of Resubdivision
GREENWOOD SUBDIVISION
BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

NOTES:
MONUMENTATION OF ALL LOT CORNERS ESTABLISHED PRIOR TO PLAT RECORDATION ARE INDICATED HEREON BY SYMBOL OR NOTATION.
IRON PIPE IS TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDATION UNLESS OTHERWISE INDICATED OR NOTED HEREON.
NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.

AREA TABLE
LOT 1 = 121,183 SQ. FT. (2.782 ACRES)
LOT 2 = 27,235 SQ. FT. (0.625 ACRES)

PREPARED FOR:
GREENWOOD STORAGE LLC
7300 N. CICERO AVE.
LINCOLNWOOD, IL 60712

REMMLEY & GIEDERMANN
4505 North Elston Avenue, Chicago, IL 60630
Telephone: (773) 685-5102   Fax: (773) 286-4184  Email: INFO@PLCS-Survey.com
Professional Land Surveyors
PLCS, Corporation
License No. 184-005332
A Division of BSS

PRELIMINARY
FIELD MEASUREMENTS COMPLETED ON DECEMBER 15, 2015.

SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK)SS
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 13-41-13, 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 SPREAD IN THIS PLAT ARE LOCATED 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.
BY:
_____________________________________________
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 3584
MY LICENSE EXPIRES NOVEMBER 30, 2018
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
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.
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
      Paulina Martínez, Economic Development Specialist

Subject: Ordinance 80-O-18, Granting a Special Use for a Type 2 Restaurant, Gotta B Crepes, at 2901 Central Street

Date: June 28, 2018

Recommended Action
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 80-O-18, granting special use approval for a Type 2 Restaurant, Gotta B Crepes, at 2901 Central Street in the B1a Business District and oCSC Central Street Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Suffredin has requested suspension of the rules for Introduction and Action on July 9, 2018.

Livability Benefits
Economy & Jobs: Expand job opportunities, and Retain and Expand Local Businesses

Summary
The applicant proposes to operate Gotta B Crepes, a Type 2 restaurant, at 2901 Central Street. The applicant currently operates stands at multiple farmers’ markets, including the Evanston Farmers’ Market, and previously had a brick and mortar location which was not open to the public at 1601 Simpson Street. Gotta B Crepes will offer hours Wednesday through Sunday from 7 a.m. to 3 p.m. and Friday and Saturday from 7 a.m. to 9 p.m. The hours may be adjusted seasonally and once a customer pattern is established.

The restaurant will feature a breakfast and lunch options. Cooking will be done on site. Service will include counter service with a variety of café seating in a 2,775 sq. ft. space that will hold approximately 55 seats –counter and community table. Eat-in customers will use chinet plates at business opening with the use of plate ware anticipated in the future, and carry-out containers will be from biodegradable materials. Composting is also being considered.
Deliveries will be received from Tuesday through Friday after 7 p.m. through the backdoor. Only small to medium size trucks are expected, as the business model involves sourcing all ingredients from nearby farms.

**SITE PLAN:**

Gotta B Crepes will have six parking spaces, which will be complemented by nearby non-metered and metered parking. Additionally, the area is served by Metra and CTA, which are within a three quarters to a mile and a half distance, as well as Divvy.

The applicant expressed an intention to paint a mural on the east side of the building. The applicant agrees to follow the City’s Litter Collection and Litter Pick-up Plans as well as other sustainable practices such as composting. Activating this vacant space will increase day-time traffic in the area that can potentially benefit other nearby retailers.

On May 24, Kristi and Andrew Naidech, from the 2600 Lincolnwood Drive block, expressed their support for Gotta B Crepes occupying the vacant space, and adding a dining option to the west side of Central Street. Staff is not aware of any opposition to the request.
Comprehensive Plan
The Evanston Comprehensive General Plan encourages the utilization of vacant storefronts along existing commercial corridors that can add sales tax revenue and encourage economic vitality. The Comprehensive Plan specifically includes:

Objective: Promote the growth and redevelopment of business, commercial, and industrial areas.

Objective: Retain and attract businesses in order to strengthen Evanston's economic base.

Gotta B Crepes will use a currently vacant commercial space in an area of town that does not offer a wide variety of dining options for residents and visitors. Additionally, the mural to be painted would add vibrancy to west Central Street.

Legislative History
June 19: The ZBA unanimously recommended approval of the special use for a Type 2 Restaurant, Gotta B Crepes, with the following conditions:

1. Hours of operation shall not exceed 6 a.m. – 10 p.m.
2. Employees shall not park in on-street metered spaces
3. Sustainability Plan
4. Substantial compliance with the documents and testimony on record.

Attachments
Proposed Ordinance 80-O-18
June 19, 2018 ZBA Draft Meeting Minutes Excerpt
ZBA Findings
June 19, 2018 ZBA Packet
https://www.cityofevanston.org/home/showdocument?id=41609
AN ORDINANCE

Granting a Special Use Permit for a Type 2 Restaurant Located at 2901 Central Street in the B1a Business District and oCSC Central Street Overlay District (“Gotta B Crepes”)

WHEREAS, the Zoning Board of Appeals (“ZBA”) met on June 19, 2018, pursuant to proper notice, to consider case no. 18ZMJV-0037, an application filed by Kathia Jones and Ryan Jones (the “Applicant”), lessee of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 2901 Central Street (the “Subject Property”) and located in the B1a Business Zoning District and oCSC Central Street Overlay District, for a Special Use Permit to establish, pursuant to Subsection 6-9-5-3 of the Evanston City Code, 2012, as amended (“the Zoning Ordinance”), a Type 2 Restaurant, “Gotta B Crepes,” on the Subject Property; and

WHEREAS, the ZBA, after hearing testimony and receiving other evidence, made a written record and written findings that the application for a Special Use Permit for a Type 2 Restaurant met the standards for Special Uses in Section 6-3-5 of the Zoning Ordinance and recommended City Council approval thereof; and

WHEREAS, at its meeting of July 9, 2018, the Planning and Development Committee of the City Council (“P&D Committee”) considered the ZBA’s record and findings and recommended the City Council accept the ZBA’s recommendation and approve the application in case no. 18ZMJV-0037; and
WHEREAS, at its meeting of July 9, 2018, the City Council considered and adopted the respective records, findings, and recommendations of the ZBA and P&D Committee, as amended,

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

SECTION 1: The foregoing recitals are found as fact and incorporated herein by reference.

SECTION 2: The City Council hereby approves the Special Use Permit for a Type 2 Restaurant on the Subject Property as applied for in case no. 18ZMJV-0037.

SECTION 3: Pursuant to Subsection 6-9-5-3 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Applicant's Special Use Permit, violation of any of which shall constitute grounds for penalties or revocation of said Permit pursuant to Subsections 6-3-5 of the Zoning Ordinance:

A. Compliance with Applicable Requirements: The Applicant shall develop and use the Subject Property in substantial compliance with: all applicable legislation; the Applicant's testimony and representations to the ZBA, the P&D Committee, and the City Council; and the approved plans and documents on file in this case, including but not limited to: the Sustainability Practices for Type 2 Restaurants submitted by the Applicant dated April 29, 2018.

B. Hours of Operation: The Applicant may operate the Type 2 Restaurant authorized by this ordinance only between the hours of 6:00 a.m. and 10:00 p.m. on any given day.

C. Parking: The Applicant or its Employees shall not park in on-street metered spaces near the Subject Property.

D. Recordation: Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.
SECTION 4: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

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

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 8: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _____________, 2018
Approved:

Adopted: _____________, 2018
_______________________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:
Approved as to form:

_______________________________
Devon Reid, City Clerk

_______________________________
Michelle L. Masoncup, Corporation Counsel
EXHIBIT A

LEGAL DESCRIPTION

THE WEST 15 FEET OF LOT 15, ALL OF LOT 16 AND THE EAST 10 FEET OF LOT 17 IN WES TER LAWN, A SUBDIVISION OF LOTS 9, 10, 11 AND 12 IN THE COUNTY CLERK'S DIVISION OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1915 IN BOOK 140 OF PLATS, PAGE 37, AS DOCUMENT NO. 5772065 IN COOK COUNTY, ILLINOIS.

PIN: 05-33-429-015-0000

COMMONLY KNOWN AS: 2901 Central Street, Evanston, Illinois.
DECLARATION OF QUORUM
With a quorum present, Vice Chair Cullen called the meeting to order at 7:00 p.m.

MINUTES
Ms. Cullen motioned to approve the meeting minutes of May 15, 2018, which were seconded by Ms. McAuley and approved 4-0 with one abstention.

NEW BUSINESS
2901 Central St.  ZBA 18ZMJV-0037
Kathia Jones and Ryan Jones, lessees, apply for a special use permit for a Type 2 Restaurant, Gata Bee Karma In. DBA - Gotta B Crepes, in the B1a Business District and oCSC Central Street Overlay District (Zoning Code Section 6-9-5-3). The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

Mr. Mangum read the case into the record.

Kathia and Ryan Jones, applicants, explained the proposal:
- Have been making crepes for 15 years
- Use locally sourced food when possible
- 12 employees; max 6 employees per shift
- 4 parking spaces; 1 is for cargo van
- Some employees use public transit
- Deliveries 3x week after 7am in mid to late morning
- Mostly breakfast and lunch hours, evening hours on Thursday - Sunday
- New awnings on existing frame; no other exterior changes
- Will add bench out front on private property

Deliberation:
Ms. Dziekan noted she is excited to see a current Evanston business expand and fill a space that has been vacant for at least two years. Ms. McAuley agreed.

Ms. Cullen agreed that this small business will fit in well on Central Street. Mr. Mirintchev agreed.
Chair Berns discussed hours of operation in the area, noting maximum hours of existing businesses from 6am - 11pm with most businesses closing by 10pm.

Standards:
1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes
8. Yes
9. Yes

Ms. Dziekan motioned to recommend approval with conditions, seconded by Ms. Cullen, and unanimously recommended for approval.

1. Hours of operation shall not exceed 6am - 10pm
2. Employees shall not park in on-street metered spaces
3. Sustainability Plan
4. Substantial compliance with the documents and testimony on record.
In the case of

Case Number:  18ZMJV-0037
Address or Location:  2901 Central Street
Applicant:  Kathia and Ryan Jones, lessees
Proposed Special Use:  Type 2 Restaurant, Gotta B Crepes, in the B1a Business District and oCSC Central Street Overlay District

After conducting a public hearing on June 19, 2018, the Zoning Board of Appeals makes the following findings of fact, reflected in the audio-visual recording of the hearings, based upon the standards for special uses specified in Section 6-9-5-2 of the Zoning Ordinance:

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<td>(A) It is one of the special uses specifically listed in the zoning ordinance;</td>
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<td>(B) It is in keeping with purposes and policies of the adopted comprehensive general plan and the zoning ordinance as amended from time to time;</td>
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<td>(C) It will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood and the effect of the proposed type of special use upon the city as a whole;</td>
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<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
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(E) It can be adequately served by public facilities and services

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(F) It does not cause undue traffic congestion;

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(G) It preserves significant historical and architectural resources;

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(H) It preserves significant natural and environmental features; and

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(I) It complies with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation.

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and, based upon these findings, and upon a vote

5 in favor & 0 against

**Recommends to the City Council**

- approval without conditions
- denial of the proposed special use
- approval with conditions specifically:

1. Hours of operation shall not exceed 6am - midnight
2. Employees shall not utilize street parking
3. Deliveries must occur via the rear.
4. Substantial compliance with the documents and testimony on record including Sustainability Plan.

**Attending:**

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Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Community Development Director
Scott Mangum, Planning and Zoning Administrator
Meagan Jones, Neighborhood and Land Use Planner

Subject: Ordinance 79-O-18
Revision of the Review Procedures for Preservation Commission
18PLND-0045

Date: June 26, 2018

Recommended Action:
Plan Commission and Staff recommend amending the Zoning Ordinance Sections 6-4-6-7, Special Regulations Applicable to Fences, 6-15-11, Historic Structures, Sites, and Landmarks Districts and 6-18-3, Definitions, to revise the language and procedures regarding the review of special uses and variations by the Preservation Commission.

Livability Benefits
Education, Arts & Community: Preserve and reuse historic structures and sites.

Background
At the May 14, 2018 City Council meeting, Council approved an amendment to Title 2, Chapter 8, “Historic Preservation”, which updated language and definitions as well as streamlined review procedures. A separate concern regarding the amount of time it takes for some minor work that occurs on landmarks or within historic districts to be reviewed due to the need for full Preservation Commission review, as opposed to by staff, was addressed as an Aldermanic referral to revise the City Code to make certain minor work and variations not be required to have Commission consideration and be approved by staff.

Proposal Overview
Staff is proposing to amend the Zoning Ordinance to revise language regarding Preservation Commission review of projects requesting zoning relief and make minor changes to text, referring to the updated code by replacing citations to the original Preservation Ordinance of 1975.

With the suggested revisions, requests for zoning relief for historic preservation projects where the Preservation Commission has delegated the authority to issue Certificates of
Appropriateness to staff would no longer need to come before the Preservation Commission for a recommendation on the zoning relief. There would be no change in cases where the Preservation Commission is already reviewing the proposed work under its authority to issue a Certificate of Appropriateness. Specifically, staff will amend the zoning ordinance as described below:

6-4-6-7. - SPECIAL REGULATIONS APPLICABLE TO FENCES.

The following regulations shall apply to all fences erected, constructed, installed, or replaced after April 1, 1999. The standards regulating the permitted materials, locations, and heights of fences are summarized in Appendix G to this Ordinance, "Summary of Fence Standards as Contained in Section 6-4-6-7 of the City of Evanston Zoning Ordinance."

……..

(I) Historic Fences: No person shall erect, construct, install, or replace a fence accessory to an Evanston landmark or a use located within a designated historic district without first receiving a certificate of appropriateness from the preservation commission.

6-15-11-1. - PURPOSE STATEMENT.

The purpose of the historic structures, sites, and landmarks district is to promote the conservation, protection, restoration, rehabilitation, use, and overall enhancement of structures, sites, and districts within the City officially designated as having historic significance. The provisions of this Section 6-15-11 are intended to promote coordination between the regulations of this Ordinance and the preservation ordinance, Ordinance 23-0-75, Title 2, Chapter 8, as amended.

6-15-11-2. - CROSS REFERENCE ON ZONING MAP.

The zoning map of the City of Evanston shall contain a footnote advising the user to refer to the preservation ordinance, Ordinance 23-0-75, Title 2, Chapter 8, as amended, for applicability to a given property.

6-15-11-5. - RELATIONSHIP TO SPECIAL USES, AND MINOR VARIATIONS, FAMILY NECESSITY VARIATIONS, AND MAJOR VARIATIONS.

Whenever an application is made for a special use, minor variation, family necessity variation, or major variation relating to a historic landmark, or a property located in a local historic district that involves exterior alterations, the application shall be referred to the preservation commission that shall have the authority to make its recommendations to the appropriate decision making body. Excluded from the recommendation of the preservation commission shall be alterations where a certificate of appropriateness may be approved by community development department staff, as opposed to the preservation commission, as set forth in the preservation ordinance (Title 2, Chapter 8) and the preservation commission’s rules and procedures. Recommendations relating to lot coverage, yard requirements, parking, building height, fences, and/or landscaping shall be based upon its determination as to whether the special use or variation:
A. Is necessary and/or appropriate in the interest of historic conservation so as to not adversely affect the historical architecture or aesthetic integrity of the landmark or character of local historic districts; or

B. Is necessary to provide the owner a recoverable rate of return on the real property where the denial thereof would amount to a taking of the property without just compensation; and

C. Will not be materially detrimental to the public health, safety, and welfare, or injurious to property in the district or vicinity where the property is located.

6-15-11-6. - HISTORIC STRUCTURES SUBJECT TO EVANSTON PRESERVATION COMMISSION REVIEW.
A. Changes to historic landmarks are subject to the regulations contained in the Historic Preservation Ordinance.

B. For the location of historic landmarks, see Appendix C Title 2, Chapter 8, of this Title.

6-18-3. - DEFINITIONS.

| EVANSTON LANDMARK: | A landmark of historic importance as defined in the Evanston preservation ordinance, Ordinance 23-0-75, Title 2, Chapter 8, as amended. |

The proposed text amendment will enable property owners and contractors to have a more streamlined process while still having a review of proposed work being done to landmarks and properties within historic districts. Compliance with the code and other property standards would still be required.

Legislative History
June 13, 2018 – The Plan Commission voted, 3-2, to recommend approval of the proposed text amendment.

May 14, 2018 – The City Council approved an amendment to Title 2, Chapter 8, “Historic Preservation and an Aldermanic request was later made to revise the City Code so that minor work and variations could be approved by staff and not require Preservation Commission approval.

Attachments
Proposed Ordinance 79-O-18
Link to Plan Commission Packet for 6/13/2018
Draft Plan Commission Minutes for the 6/13/2018 Meeting
AN ORDINANCE

Amending Various Portions of the City of Evanston Zoning Ordinance
Revising Minor Preservation Commission Review Procedures

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

SECTION 1: Subsection 6-4-6-7(I), “Historic Fences,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

(I) Historic Fences: No person shall erect, construct, install, or replace a fence accessory to an Evanston landmark or a use located within a designated historic district without first receiving a certificate of appropriateness from the preservation commission.

SECTION 2: Subsection 6-15-11-1, “Purpose Statement,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-15-11-1. - PURPOSE STATEMENT.

The purpose of the historic structures, sites, and landmarks district is to promote the conservation, protection, restoration, rehabilitation, use, and overall enhancement of structures, sites, and districts within the City officially designated as having historic significance. The provisions of this Section 6-15-11 are intended to promote coordination between the regulations of this OrdinanceChapter and City Code Title 2, Chapter 8, “Historic Preservation,” the preservation ordinance, Ordinance 23-0-75, as amended.

SECTION 3: Subsection 6-15-11-2, “Cross Reference on Zoning Map,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-15-11-2. - CROSS REFERENCE ON ZONING MAP.

The zoning map of the City of Evanston shall contain a footnote advising the user to refer to City Code Title 2, Chapter 8, “Historic Preservation,” the preservation ordinance, Ordinance 23-0-75, as amended, for applicability to a given property.
SECTION 4: Subsection 6-15-11-5, “Relationship to Special Uses, Minor Variations, Family Necessity Variations, and Major Variations,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-15-11-5. - RELATIONSHIP TO SPECIAL USES, MINOR VARIATIONS, FAMILY NECESSITY VARIATIONS, AND MAJOR VARIATIONS.

Whenever an application is made for a special use, minor variation, family necessity variation, or major variation relating to a historic landmark, or a property located in a local historic district that involves exterior alterations, the application shall be referred to the Preservation Commission that shall have the authority to make its recommendations to the appropriate decision making body. Excluded from the recommendation of the Preservation Commission are alterations where a certificate of appropriateness may be approved by the Zoning Administrator, as set forth Title 2, Chapter 8, “Historic Preservation,” and the Preservation Commission Rules and Procedures. Recommendations relating to lot coverage, yard requirements, parking, building height, fences, and/or landscaping shall be based upon its determination as to whether the special use or variation:

(A) Is necessary and/or appropriate in the interest of historic conservation so as to not adversely affect the historical architecture or aesthetic integrity of the landmark or character of local historic districts; or

(B) Is necessary to provide the owner a recoverable rate of return on the real property where the denial thereof would amount to a taking of the property without just compensation; and

(C) Will not be materially detrimental to the public health, safety, and welfare, or injurious to property in the district or vicinity where the property is located.

SECTION 5: Subsection 6-15-11-6, “Historic Structures Subject to Evanston Preservation Commission Review,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-15-11-6. - HISTORIC STRUCTURES SUBJECT TO EVANSTON PRESERVATION COMMISSION REVIEW.

(A) Changes to historic landmarks are subject to the regulations contained in the Historic Preservation Ordinance.

(B) For the location of historic landmarks, see Title 2, Chapter 8, “Historic Preservation,” Appendix C of this Title.
SECTION 5: The definition of “Evanston Landmark” in Section 6-18-3, “Definitions,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

| EVANSTON LANDMARK: | A landmark of historic importance as defined in Title 2, Chapter 8, “Historic Preservation,” the Evanston preservation ordinance, Ordinance 23-O-17, as amended. |

SECTION 6: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and must be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8: This ordinance must be in full force and effect after its passage, approval, and publication in the manner provided by law.

SECTION 9: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity must not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced: ________________, 2018
Approved: ________________
Adopted: ________________, 2018

________________________________
Stephen H. Hagerty, Mayor
MEETING MINUTES
PLAN COMMISSION
Wednesday, June 13, 2018
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Colby Lewis (Chair), Patrick Brown, Terri Dubin, Carol Goddard, Andrew Pigozzi

Members Absent: George Halik, Peter Isaac

Staff Present: Meagan Jones, Neighborhood and Land Use Planner
Scott Mangum, Planning and Zoning Administrator

Presiding Member: Colby Lewis, Chairman

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1. CALL TO ORDER / DECLARATION OF QUORUM

Chairman Lewis called the meeting to order at 7:05 P.M.

2. APPROVAL OF MEETING MINUTES: April 11, 2018 and April 18, 2018

Commissioner Goddard made a motion to approve the meeting minutes from April 11, 2018, seconded by Commissioner Dubin. The Commission voted unanimously, 5-0, to approve the minutes of April 11, 2018.

Commissioner Dubin made a correction to page 4 of the minutes for April 18, 2018. Commissioner Goddard then made a motion to approve the minutes as amended, seconded by Commissioner Dubin. The Commission voted unanimously, 5-0, to approve the amended minutes of April 18, 2018.

3. OLD BUSINESS

A. TEXT AMENDMENT 18PLND-0011
Front Porches
A Zoning Ordinance Text Amendment to amend City Code Sections 6-4-1-9, Yards, 6-3-8, Variations, and 6-18-3, Definitions, to modify regulations pertaining to front porches.

Mr. Mangum presented a brief background on the proposed revisions to the text amendment. He stated that the previously reviewed amendment raised several
Plan Commission Minutes 6/13/18

concerns including the amendment being too lenient and the creation of nonconforming porches, and the current and former Chairs of the ZBA drafted language that addresses them. A comparison of what was proposed was presented as well as standards for approval.

Chair Lewis opened up the hearing to questions from the public. There were none. He then opened up the hearing to questions from the Commission. There were several, including:

- Clarification on which proposal exacerbates the issue of non-compliance. Mr. Mangum clarified that it was the amendment proposed by the ZBA Chairs would do so if no modifications were proposed. Staff has recommended allowing the current 10% projection for enclosed porches to address the nonconforming issue.
- Clarification on the confusion of an enclosed versus open porch. Mr. Mangum stated that staff’s proposal would create separate definitions for each where there currently is one general definition. There has been concern that a porch could be enclosed without the City’s knowledge.
- Confirmation on what items are being considered by the Commission regarding this item. Specifically, the Commission is considering two proposals, one from staff and the other from the ZBA Chairs. The Commission can recommend approval of either option, a hybrid of both, no change to the code or to send the item to the Zoning Committee for further discussion. Mr. Matt Rodgers, former ZBA Chair, provided more information, stating that he met with the current ZBA Chair, Mary Beth Berns, to come up with information that is typically seen and address issues regarding having a usable porch and more streamlined process. Ms. Berns added that the enclosing of porches lead to the proposal of a 7 ft. maximum porch depth. The two reviewed examples and further explained their proposal.
- Chair Lewis asked how frequent requests for porch permits are. Mr. Rodgers stated that it is difficult to say for certain given staff ability to approve many permits but that during his time on the ZBA, there were approximately 5 to 7 requests per year. Ms. Berns stated that porches is a way to get added lot coverage without much of an issue but then those porches can later be enclosed.
- How frequent are porch enclosures? Mr. Mangum responded that staff is unable to know for certain. Ms. Berns added that it is a fairly common occurrence to have an enclosed porch as living space.
- Mr. Brown inquired about required ADA Clearance. It was confirmed that a 5 ft. clearance is required. This could possibly be considered a hardship.

Chair Lewis mentioned that he had concerns regarding individual property owner rights but that the ability to obtain a variance keeps those rights. He then asked if there was a possible hardship on smaller lots. Ms. Berns mentioned that smaller lots tend to have smaller houses and that the Board wishes to avoid a situation where the porch is out of proportion with the house.
The Commission entered deliberation. Chair Lewis asked for feedback on the proposed definitions. Ms. Berns stated that she believed that the proposed 50% openness should be raised. Chair Lewis stated that he has some concern regarding the enclosed porch definition and that language regarding heating and air conditioning of the porch should be added to the enclosed porch definition, ensuring it is not open to the rest of the house.

Commissioner Pigozzi stated he had some concerns of addressing something that is not yet an issue but believes there should be updated definitions for open and enclosed porches. Commissioner Goddard agreed that the definitions should be further defined.

Mr. Mangum added that the American Planning Association publication provides example definitions, most of which are in the range of 50% to 75% openness.

Commissioner Goddard made a motion to recommend approval of the ZBA Chairs’ proposed text amendment option with the addition of definitions for open and enclosed porches with inclusion of language regarding conditioning of those spaces. Commissioner Brown seconded the motion. A roll call vote was taken and the motion was approved, 3-2.

Ayes: Brown, Goddard, Lewis.
Nays: Dubin, Pigozzi.

2. NEW BUSINESS
   A. TEXT AMENDMENT 18PLND-0045
Revision of Preservation Commission Review Procedures
A Zoning Ordinance Text Amendment to amend City Code Sections 6-4-6-7, Special Regulations Applicable to Fences, 6-15-11, Historic Structures, Sites, and Landmarks Districts and 6-18-3, Definitions, to revise the language and procedures regarding the review of special uses and variations by the Preservation Commission.

Ms. Jones presented a brief background on the proposed text amendment, mentioning the recently updated Historic Preservation code (Title 2, Chapter 8) as well as Commission Rules and Procedures that were reviewed the night before by the Preservation Commission. The proposed amendment to the Zoning Ordinance (Title 6) came about from concern regarding the length of the process to obtain approval of some applications for minor work and an Aldermanic referral to streamline that process.

Chair Lewis asked if there were any questions from the public.

Ms. Berns asked if the decisions and views of City staff are consistent with that of the Preservation Commission. She then stated that many applicants go to a
Preservation Commission meeting and get approval, thinking that the ZBA review will have a similar outcome which is not the case. She then suggested that consideration be made to have the Preservation Commission review be second in the review process.

Chair Lewis then asked if there were any questions from staff.

- Commissioner Pigozzi requested clarification regarding if the amendment is granting staff authority to review fences. Mr. Mangum stated that staff review of fence variations is a part of what is being asked. He stated that both the Preservation Ordinance and the Preservation Commission rules permit delegation of review of certain work and approval of a certificate of appropriateness to staff. He the mentioned that the proposed amendment was discussed at the previous evening’s Preservation Commission meeting and there was no discussion on the item.

- Commissioner Pigozzi asked if the proposed changes would apply to all projects under the purview of Preservation Commission review, landmarks and properties within historic districts. Mr. Mangum confirmed that it would apply to both. Ms. Berns then asked if the proposed amendment would apply to windows as well. Mr. Mangum stated that windows could be approved by staff but also could be referred to the Commission if the scale of the project is larger or standards are not being met.

- Chair Lewis requested for differentiation between minor and major work. The Preservation Commission Rules provide a matrix which separates routine, minor and major work.

- Commissioner Goddard asked how many minor variation cases there were vs. major variations that were reviewed by staff compared to the number of cases reviewed by the Preservation Commission. That data was not available at the time. Mr. Mangum stated that there is usually one project at each Preservation Commission meeting where variations are reviewed.

Mr. Rodgers stated that the proposed amendment allows individual houses within historic districts to be looked at individually and not be painted with the exact same brush as other homes that are landmarked or contribute architecturally to a historic district.

Mr. Mangum emphasized that the amendment would not be making changes to the Preservation rules or to the recently revised amendment. Changes would only occur to Title 6, “Zoning”. He then provided more details on the process for review.

Commissioner Pigozzi stated that there should be consideration given to providing greater review for a building that is specifically landmarked versus structures that are within an historic district but do not necessarily contribute to the historic district. Ms. Berns then provided an example that showed the need to have some latitude on
reviewing different landmarks.

Chair Lewis then reviewed what the Plan Commission was being asked to consider. Mr. Rodgers stated that the initial question raised by Ms. Berns regarding consistency between Preservation Commission and staff decision is important and suggested that the item be held until there is more discussion on that point. Additional discussion followed regarding the review process for various projects and what portions of the proposed text amendment should be recommended for approval.

Commissioner Goddard made a motion to recommend approval of the text amendment as presented by staff, seconded by Commissioner Pigozzi. A roll call vote was taken and the motion was approved, 3-2.

Ayes: Dubin, Goddard, Pigozzi.
Nays: Brown, Lewis

4. PUBLIC COMMENT

There was no public comment.

5. ADJOURNMENT

Commissioner Pigozzi made a motion to adjourn the meeting. Commissioner Brown seconded the motion.

A voice vote was taken and the motion was approved by voice call 5-0. The meeting was adjourned at 8:42 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
Memorandum

To: Honorable Mayor and Members of the City Council
From: Erika Storlie, Assistant City Manager
Subject: Removal of Arrest Records from City of Evanston Website
Date: July 5, 2018

Recommended Action:
Human Services Committee recommends staff to no longer post arrest records on the City of Evanston’s website; however, staff will continue to maintain the daily crime bulletins and make arrest records available upon request.

Summary:
In discussion of this topic with Police Chief Eddington, staff requests a policy that allows the posting of the arrest records to the website for a rolling 14 day period. This would ensure that those who do not wish to sign up for daily reports email list could still find the information without the use of FOIA or contacting police department staff. Intermittently sending out the documents to interested community members and the media who have not signed up for the daily email could prove to be cumbersome. Under this option, each day that a new report is added, the oldest one will be removed so that there are never more than 14 days’ worth of reports on the website.

Staff has identified and implemented several improved technologies that will ensure that the reports do not get indexed by search engines, whether they are emailed by the City or posted to the website.

At the request of Alderman Fleming, staff will also put information on the website about how to obtain reports older than 14 days and provide direction on what types of information are available via FOIA.

Attachments:
Memorandum on Arrest Record Inquiries, Comparable Communities Survey, and Legislative History
To: Honorable Mayor and Members of the City Council

From: Mario Treto, Jr., Assistant City Attorney

Subject: Arrest Record Inquiries, Comparable Communities Survey, and Legislative History

Date: July 9, 2018

Executive Summary
This memorandum provides a comprehensive overview of the Human Services Committee evaluation of arrest records and their publication on the City of Evanston website. During the May 7, 2018 Human Services Committee meeting, members posed a series of questions to the Law Department, of whose responses are presented below. Additionally, this memorandum provides a survey of comparable communities and how they handle arrest records, specifically whether or not they produce arrest records on-line. Finally, a legislative history of arrest record on-line publication is provided for your review.

Inquiries from the May 7, 2018 Human Services Committee Meeting
During the May 7, 2018 Human Services Committee meeting, several questions were posed regarding the publication of arrest records. This section serves to provide guidance regarding the questions presented:

(1) **Is the City of Evanston required to publish/post arrest records on-line? If so, what is the minimum mandatory amount of time that the City must provide arrest records on-line?**

There is no statutory requirement that arrest records be posted on-line; therefore, there is no minimum amount of time that the City must provide arrest records on-line.

(2) **Is the City of Evanston required to make arrest records available upon request?**

Pursuant to the Illinois Local Records Act, the City of Evanston must make arrest records and reports available to news media for inspection and copying within seventy-two (72) hours after an arrest. 50 ILCS 205/3b(b). Further, the Illinois Freedom of Information Act (FOIA) requires disclosure of chronologically maintained arrest reports and that arrest records be furnished as soon as
possible, but no later than seventy-two (72) hours after the arrest. 5 ILCS 140/2.15.

(3) What details need to be released by the City of Evanston with regards to arrest records, such as name, home address, and arrest location?

Both the Illinois Local Records Act and the Illinois Freedom of Information Act require that the following information be provided upon request:

a. Information that identifies the individual, including the name, age, address, and photograph, when and if available;
b. Information detailing any charges relating to the arrest;
c. The time and location of the arrest;
d. The name of the investigating or arresting law enforcement agency;
e. If the individual is incarcerated, the amount of any bail or bond; and
f. If the individual is incarcerated, the time and date that the individual was received, discharged, or transferred from the arresting agency's custody. 50 ILCS 205/3b(a); 5 ILCS 140/2.15.

(4) The City had arrest records available on-line for thirty (30) days; where did this thirty (30) day policy originate?

The thirty (30) day policy was implemented by City staff in an effort to promote transparency and provide data to our residents to keep them informed.

(5) Are there any statutory requirements that regulate administrative adjudication arrest records?

Administrative adjudication is a quasi-criminal process that does not apply to arrested individuals; therefore, there are no arrest record-specific statues that apply to administrative adjudication.

Community Survey
While some comparable municipalities allow access to arrest records immediately on their public websites, others do not post arrest records on-line and only make arrest records available via Freedom of Information Act requests. Below is a survey of how some municipalities provides arrest record information to the public:

Chicago
The City of Chicago Police Department’s website has a searchable database of arrests made on or after January 1, 2014. Only adult arrests for those who are eighteen (18) years of age or over are available on the website. The public arrest records include: name, mugshot, age, address, central booking number, charges, arrest date/time, arrest location, date/time released from the Chicago Police Facility, bond type/amount/date, and the geographic police area/district/beat.
Skokie
The Skokie Police Department has a Public Arrest Report PDF available online with recent arrest starting with the Friday before the search is made on-line to seven (7) days prior to that Friday. The public arrest records include: name, address, sex, race, age, date/time of arrest, arrest location, charges, status, bond type, bond amount, court date, police beat, and mugshot.

Oak Park
The Oak Park Police Department publishes summary reports on the enforcement activities of its officers on a weekly basis and keeps the records on its website for a full year. Each report includes brief summaries of responses to calls about crime, complaints, and arrests for specific dates. Arrest report include: the complaint number, the offense, date and time of offense, the location of the offense, the victim's municipal residence, and the arrestee's name, age and address, and a short narrative.

Schaumburg
The Village of Schaumburg does not make arrest records available on-line. In order to obtain arrest record information, an individual must submit a Freedom of Information Act request on-line.

Highland Park
Highland Park does not provide police reports on-line. Records are available for review in person at the Highland Park Records Section Monday through Friday from 8:00 AM to 5:00 PM, excluding holidays. Individuals may also request police reports by submitting a Freedom of Information Act request in person, by fax, or e-mail.

Legislative History
March 5, 2018
Upon request by Ald. Fleming, City staff reviewed the City’s policy regarding posting arrest records to the City’s webpage. Ald. Fleming requested that current arrest information be removed from the City’s website until a final decision is made regarding the availability of arrest records on-line.

May 7, 2018
City staff provided the Human Services Committee with an update that arrest records were successfully temporarily removed from the City website. The Human Services Committee requested additional information from the Law Department regarding the information required to be produced by law.

June 4, 2018
The Law Department provided the responses presented earlier in this memo, responsive to the May 7, 2018 Human Services Committee request. The Human Services Committee reviewed the information and recommended approval by the City Council to remove arrest records from the City of Evanston website.
Conclusion
Municipalities vary with the amount of information each provides regarding arrest records in an on-line searchable format, while some municipalities only provide arrest record information via a Freedom of Information Act request. The City of Evanston City Council has the authority and policy making jurisdiction to modify the availability of arrest records on the City website for a set number of days or can entirely eliminate the availability of said arrest records on its website.
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 26, 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. Ordinance 69-O-18 was approved for Introduction on June 25, 2018.

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:

Approved as to form:

_______________________________
Devon Reid, City Clerk

Michelle L. Masoncup, Interim Corporation Counsel
To: Honorable Mayor and Members of the City Council

From: Paul Zalmezak, Economic Development Division Manager
      Cindy Plante, Economic Development Coordinator

Subject: Entrepreneurship Support Program Applications

Date: July 6, 2018

Recommended Action:
Staff and Economic Development Committee recommend approval of financial assistance through the Entrepreneurship Support Program totaling $5,000 for the following Evanston businesses:
  • Hair Science $2,500
  • Aerospace Careers Network Resource $2,500

Funding Source:
Funding will be from the Economic Development’s Business Retention/Expansion Fund (Account 100.21.5300.62662), with a FY 2018 Budget of $150,000. A total of $47,846 has been spent or encumbered from this account since the beginning of FY 2018, leaving $102,153.54 available for expenditure.

Livability Benefit:
  • Economy and Jobs: retain and expand local businesses, develop workforce, and expand job opportunities
  • Equity and Empowerment: support poverty prevention and alleviation

Background:
The Entrepreneurship Support Program was created to provide limited one-time grant assistance to individuals starting or expanding a small business in Evanston. The program guidelines were approved by City Council in April, 2017 after consultation with the Minority, Women, and Evanston-Based Enterprise Committee (M/W/EBE Committee), Sunshine Enterprises, and LEND. The program guidelines provide for up to $2,500 in assistance for qualifying business expenses such as tools, equipment, insurance, professional services, training, certifications, and production space. Applicants opening a brick and mortar establishment are also eligible for up to $1,000 in assistance with City fees and licensing (to be provided by an interfund transfer from the
ED fund rather than a fee waiver. Applicants must provide three estimates for services to be funded (when possible) and must submit a detailed business plan as part of the application, and proof of either residence in Evanston or a business location in Evanston. Businesses receiving funding through this program are not barred from seeking funding through the Storefront Modernization Program in the event that they open a brick and mortar location in Evanston, though each program must be applied for separately. For more detailed information, please refer to the attached Program Guidelines.

Summary:
The applicants included here are seeking funding under the program to expand their respective businesses in Evanston. The table below provides a summary of these requests, followed by a more detailed summary of each business and application.

<table>
<thead>
<tr>
<th>Business</th>
<th>Eligible Expenses</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Software &amp; Equipment</td>
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</tr>
<tr>
<td>Hair Science</td>
<td>$2,097</td>
<td>$2,500</td>
</tr>
<tr>
<td>Aerospace Careers</td>
<td>$2,280</td>
<td>$2,500</td>
</tr>
</tbody>
</table>

Hair Science:
Annie Britt is a licensed hair stylist operating Hair Science Salon at 707-A Howard Street in Evanston. After participating in Sunshine Community Business Academy, she is working to expand the business by incorporating as an LLC and installing additional shampoo stations. Ms. Britt is also licensed as a cosmetology instructor and plans to start offering training for new stylists seeking licensure. A summary of the estimates submitted is provided below:

<table>
<thead>
<tr>
<th></th>
<th>Sally Beauty Supply</th>
<th>CosmoProf</th>
<th>MinervaBeauty</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Shampoo stations</td>
<td>$2,097.00</td>
<td>$5,478.30</td>
<td>$2,397.00</td>
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</table>

Aerospace Careers Network Resource:
Rosalind Cobbs is the founder of Aerospace Careers Network Resource, which aims to introduce young people to careers in aviation and aerospace industries through flight simulation training and STEM education. In addition to working in an administrative role at Boeing, Ms. Cobbs’ was able to help her son in working to earn his private pilot license as a teenager. Aerospace Careers Network Resource plans to establish a flight simulator lab in order to offer after school, spring break, and summer programs for Evanston youth. Entrepreneurship support program funding is requested to assist with
creation of an LLC and purchase of software licenses and flight simulator hardware. A summary of the estimates submitted is provided below:

<table>
<thead>
<tr>
<th></th>
<th>Sporty's Pilot Shop</th>
<th>Amazon.com</th>
<th>MyPilotStore.com</th>
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</thead>
<tbody>
<tr>
<td>Flight simulator hardware</td>
<td>$1,920</td>
<td>$984</td>
<td>$2,190*</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Includes software</td>
</tr>
<tr>
<td>Flight simulator software</td>
<td>$360</td>
<td>$365.94</td>
<td>-</td>
</tr>
<tr>
<td>C. Shawn Jones</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>708 Church St.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Evanston, IL 60201</td>
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<tr>
<td>Legal Services -</td>
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<tr>
<td>incorporation</td>
<td>$300</td>
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</tbody>
</table>

**Attachments:**
- Hair Science Application & Business Plan
- Aerospace Careers Application & Business Plan
## Entrepreneurship Support Program Application [#23]

1 message

**Wufoo** <no-reply@wufoo.com>
Reply-To: no-reply@wufoo.com
To: cplante@cityofevanston.org

<table>
<thead>
<tr>
<th>Applicant Name *</th>
<th>Annie Britt</th>
</tr>
</thead>
</table>
| Applicant Address *                    | 707A Howard Street
   Evanston, IL 60202
   United States |
| Applicant Email *                      | 1hairscience@gmail.com |
| Applicant Phone Number *               | 773-951-6432 |
| Business Name *                        | Hair Science |
| Business Address                       | 707A Howard Street
   Evanston, IL 60202 |

Please provide a description of your business (500 words max)

Salon with eight chairs on Howard Street relocating to a new, larger space. Full service hair salon including barber and cosmetology service (no spa service).

Services to be funded:

- Professional Services
- Tools/Equipment

Do you need financial assistance with City licensing or permitting requirements?

- No

Please describe how you intend to use Entrepreneurship Support Program funding to expand your business (500 words max)

Equipment for use in the salon (shampoo/chair combinations and security equipment). Professional legal fees for LLC formation and related.

Upload written estimates for the services needed below:

![estimates1.pdf](attachment:estimates1.pdf) 2.68 MB · PDF
Upload business plan (.pdf or .doc) *

Upload proof of completion of a business training program (Community Business Academy or other) *

"I certify that all of the information contained in this document, all statements, information, and exhibits that I am submitting is true and accurate and to the best of my knowledge. I certify that I have reviewed the Program Guidelines associated with the City of Evanston's Entrepreneurship Support Program." (Type name below for signature).

Annie Britt

Date

Monday, June 18, 2018
Hair Science

Business Plan

June 2018

Annie Britte

Owner/Hair Stylist

Hair Science

707 A Howard Street

Evanston, IL 60202

1hairscience@gmail.com

773-951-6432
Business Overview

Hair Science is a barber/hair salon with 8 stations. Other services provided are hair removal, eyelash extensions and acupuncture by appointment - deposit and commission based. Hair Science is focused on leaving clients with a healthy and natural hair style.

Success Factors

Hair Science is different from other hair salons in that it is focused on natural and healthy hair. In the future, combining a hair styling school with a salon creates an environment that allows for growth of the students and will bring in business with the discounted rates from the students learning while styling hair.

Company Overview

Date of formation: February, 01, 2014

The business is in operation and is transitioning into becoming a Limited Liability Company (LLC).

Customer Analysis

Below is a description of our target customers and their core needs.

- Age: Any
- Income: Any
- Gender: Male and Female
- Location: Chicago and Evanston
- Marital Status: Any
- Family Size: Any
- Occupation: Any
- Language: Any - can accommodate multiple languages
- Education: Any
• Values/Beliefs: Any

• Activities & Interests: Any

Every customer coming to Hair Science is looking for a trustworthy stylist to treat their hair with respect and leave them satisfied with their new style. Haircuts and hair styles are a weekly commitment for most customers.

**Competitive Analysis**

The following is an overview of Hair Science's competitors.

Direct Competitors The following companies are our direct competitors near Hair Science.

• Direct Competitor #1: Infinity Hair Salon  
  Competitor's Overview: Specialize more in weave services and sell hair.

• Direct Competitor #2: Michelle's Hair Salon

• Direct Competitor #3: Style Rite  
  Competitor's Overview: Cultural demographic is different - different clients.

• Direct Competitor #4: Hairs R Us  
  Competitor's Overview: Barber shop only with one stylist.

**Marketing Plan**

Our marketing plan, included below, details our products and/or services, pricing, promotions plans and distribution strategy.

Products, Services & Pricing

• Product/Service #1 Name: Female Hair Cut
  
  Product/Service benefits: Hair Cleaning and Maintenance
  
  Product/Service Price: $35-200

• Product/Service #2 Name: Male Hair Cut
  
  Product/Service benefits: Hair Maintenance
  
  Product/Service Price: $35-200
Promotions

Hair Science will use the following tactics to attract new customers:

- Online Marketing: Facebook and Instagram presence currently - maintain and build presence going forward Make a website in the future for advertising and scheduling purposes

- Radio Ads/TV Ads/Infomercials: Radio advertisements for services on Chicago radio stations.

- Word of Mouth / Viral Marketing: Majority of clients come through referral.

- Coupons: Provide the local Church with free hair service coupons.

- Merchandise: t-shirts and accessories that advertise Hair Science

Milestones

- Opening a hair styling school – within 5 years a potential second location – students practice in Hair Science with a discounted rate.

- Grow to multiple locations around Chicagoland within 10 years

Management

Manager Annie Britte has the experience and expertise to successfully execute on our business plan.

Title: Hair Stylist

Background: Styling hair since 1999.

Completed the teaching certification May 2018 - certified to teach hair styling
## Hire Us - Illinois LLC

### Services

**Basic**
- $99
- Plus $255 State Fees

**Deluxe**
- $199
- Plus $255 State Fees

**Premium**
- $299
- Plus $255 State Fees

**Same Day Processing**

<table>
<thead>
<tr>
<th>Services</th>
<th>Basic</th>
<th>Deluxe</th>
<th>Premium</th>
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<tbody>
<tr>
<td>Click any of (?) below for a full explanation of each offering</td>
<td>$99 Plus $255 State Fees</td>
<td>$199 Plus $255 State Fees</td>
<td>$299 Plus $255 State Fees</td>
</tr>
</tbody>
</table>

For the new business owner who doesn’t mind doing a little extra leg work to save some money.

For the new business owner who doesn’t want to deal with anything besides starting their business.

For the new business owner who wants it all.

[Order Now](https://www.incorporatefast.com/hire-us/?st=IL&e=LLC)
Incorporate Your Business in 3 Easy Steps

You can incorporate your business in 10 minutes or less. Plus, each package is backed by our 100% Money Back Guarantee

1. LLC
2. Illinois

3. Select a Package

The Swyft Filings Advantage

Lifetime Customer Support
Real Time Online Order Status Tracking
SAME Business Day Processing [Learn more]
Free Shipping on All Orders
Our 100% Money Back Guarantee

Premium
$299 + state fees
Our most complete package for your business

Standard
$149 + state fees
The essentials for launching your business

Basic
$49 + state fees
Gets you started by incorporating your business
Choose Your Filing Options

1. Illinois

2. Limited Liability Company

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<td>Next</td>
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</tr>
</tbody>
</table>

Articles of Organization + Business Documents
- ✓
- ✓
- ✓
- ✓

Name Check
- ✓
- ✓
- ✓
- ✓

Annual Report (Annual Auto Renew)
- $98.00

Registered Agent Service (Annual Auto Renew)
- $120.00

MaintainMyBiz (Annual Auto Renew)
- $89
- $150
- $199
- $299
- $250
- $150

All Packages Include Free Online Accounting, Free Domain Name and a Custom Logo.
<table>
<thead>
<tr>
<th>Access</th>
<th>Intrusion</th>
<th>ADT Pulse</th>
<th>Video</th>
<th>Vertical Bundles</th>
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<tbody>
<tr>
<td>Deposit Waiver</td>
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<td>CLEAR</td>
<td>CLEAR</td>
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</tr>
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<td>Onsite Storage- Dahua, Analog Video Solutions (Existing System)</td>
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<td>CLEAR</td>
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<tr>
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<tr>
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**Quick Summary**

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<tr>
<th>Video</th>
<th>Install</th>
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<tbody>
<tr>
<td>Trivib DVR, 4 Channel</td>
<td>$330.00</td>
<td>$18.25</td>
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<tr>
<td>TurboHD/Analog 2TB</td>
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<tr>
<td><strong>Accessories:</strong></td>
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<td>2 Outdoor IR Dome HD1080p, 2.8mm Solution Subtotal</td>
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<td>$17.50</td>
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<td></td>
<td>$700.00</td>
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<td><strong>Additional Fees</strong></td>
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<tr>
<td>1 Municipal Electrical / Decal Permit</td>
<td>$30.00</td>
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<td>1 Municipal Police/Alarm Use Permit - Customer Responsibility Additional Fees Subtotal</td>
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<td>DQA Discount</td>
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<td>Total Monthly Service</td>
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<td>Total DQA Discount</td>
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<td><strong>Total After Savings</strong></td>
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Amounts shown above do not include applicable taxes.
Your Shopping Cart:

1 Essentials Security System: 6 Pieces
   1 Base Station (Cloud)
   1 Wireless Keypad (Cloud)
   3 Entry Sensors
   1 Motion Sensor
   1 Yard Signs
   2 Window Decals
   Free, quick & easy self-installation
   $259.95

2 24/7 Interactive Alarm Monitoring + Alerts
   You will be charged for the first month of service when your system installs, but the subscription
   will not start until you have activated the system. You will be billed monthly thereafter.
   1 Free Monitoring Certificate for possible insurance discount
   $24.99/month

3 SimpliCam Security Camera
   In Stock
   Free Shipping (5-7 business days)
   Free SimpliCam
   $99.00

Subtotal: $383.94

60 Day Money-Back Guarantee

Questions?

https://simplisafe.com/cart?nocache=1
Brinks Home Complete with Monitoring plus Video

Includes:

- 3 Wireless Door Sensors
- 1 Wireless Motion Sensor
- 1 HD Video Doorbell
- 1 Indoor Camera with Night Vision
- 1 Yard Sign & Stickers

$0.00

$49.00 /mo.

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Qty</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Brinks Home Complete with Monitoring plus Video</td>
<td>$0.00</td>
<td>1</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Today's Total

$0.00

Alarm Monitoring & Service

$49.00 /mo.
Shopping Basket

Estimated Subtotal: $1,931.58

PHANTOM TILT BOWL BACKWASH SHAMPOO UNIT
SBS-923183
Quantity: One

$699.00
$588.00 SALE

Total: $1,764.00

Need Help? 1-866-234-9442

Shipping Questions?

- SHIPPING INFORMATION
- AUTOSHIP INFORMATION
- HAZARDOUS MATERIALS RESTRICTIONS

Have a Promo Code?

Please enter a promo code.

Order Summary

- Item Subtotal: $1,764.00
- Shipping: Free
- Free Delivery Equipment - Free Estimated Delivery: Jun 12 - Jun 13
- Estimated Tax: $167.58
- Estimated Subtotal: $1,931.58

Save on this order with a Beauty Club Card!
Only $5 for one full year of savings! Sign up now.
Already a member? Login to get your savings.

Your order will not be available in purchase history when checking out as a guest.

CHECKOUT NOW

Save For Later | Remove Item

Love it or return it.
Money-back guarantee.*
If your purchase doesn't give you the beautiful results you hoped for, bring it back and we'll happily help you find a better solution — or refund your money.
**SHOPPING BAG**

<table>
<thead>
<tr>
<th>Image</th>
<th>Item Name</th>
<th>Price</th>
<th>Quantity</th>
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<tr>
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<td>Pacific Backwash</td>
<td>Online Price $1,826.19</td>
<td>3</td>
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</tr>
</tbody>
</table>

Item No: SBS-899313

Order Subtotal: **$5,478.30**

[Continue Shopping]

Have a Promo Code? [APPLY]

---

Click here to Inquire About Financing

Looking for salon professional products?
Visit [www.cosmoprofbeauty.com](http://www.cosmoprofbeauty.com)
Not yet a customer? Sign up!

Welcome to Salon and Spa Equipment by CosmoProf® and Beauty System Group. At CosmoProfEquipment.com you'll find a wide selection of salon furniture and barber equipment, including barber chairs, salon chairs, manicure equipment and tables, pedicure spas and more. And you'll find them at extremely competitive prices. We hope you'll visit often and stop by for selection, quality and value at Salon and Spa Equipment online.
Shipping FAQs

- What is a lift gate?
- Is brokerage included when shipping to Canada?
- What is the difference between ground and freight?
- Will my freight items be brought inside?
- How long does shipping take?
## Law Offices of C. Shawn Jones
708 Church Street, Suite 235  
Evanston, IL - Illinois 60201

---

### Invoice

<table>
<thead>
<tr>
<th>Invoice #:</th>
<th>1149</th>
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<tbody>
<tr>
<td>Date:</td>
<td>06-18-2018</td>
</tr>
<tr>
<td>Due On:</td>
<td>07-22-2018</td>
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### Annie Britt
707A Howard Street  
Evanston, IL 60202

---

### Services

<table>
<thead>
<tr>
<th>Date</th>
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<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
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<tbody>
<tr>
<td>06-18-18</td>
<td>CSJ</td>
<td>Form Hair Science LLC; obtain EIN and state tax numbers; provide chair</td>
<td>1.20</td>
<td>200.00</td>
<td>$240.00</td>
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<tr>
<td></td>
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<td>leases and related documents.</td>
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**Services Subtotal:** $240.00

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### Expenses

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<tr>
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<th>Description</th>
<th>Quantity</th>
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<td>Processing fee</td>
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**Expenses Subtotal:** $255.88

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<td>Balance Owing</td>
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### Statement Account Summary

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<th>Payments Received</th>
<th>Total Amount Outstanding</th>
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<tr>
<td>$0.00</td>
<td>$495.88</td>
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Page: 1

550 of 620
Trust Account Balance $0.00

Operating Account Balance $0.00

Total Client Balance $495.88

Total Matter Balance $495.88

Please make all amounts payable to: Law Offices of C. Shawn Jones

Or pay by Credit Card via LAWPAY by clicking the link below:

https://secure.lawpay.com/pages/lawevanston/operating
Annie Britt

Certificate of Completion

Sunshine Enterprises

On this day of

June 2, 2018

City of

Evanson

Sunshine Enterprises

Community Business Academy
Entrepreneurship Support Program Application [#22]

Applicant Name *  
Rosalind Cobbs

Applicant Address *  
1131 Cleveland Street  
Evanston, Illinois 60202  
United States

Applicant Email *  
karriemaviationteam@gmail.com

Applicant Phone Number *  
312 217 8766

Business Name *  
Aerospace Careers Network Resource

Business Website  
http://www.aerospacecareersnetworkresource.com

Business Address  
1900 Asbury Avenue  
Evanston, Illinois 60201  
United States

Please provide a description of your business (500 words max)

Aerospace Careers Network Resource is a social enterprise/service business providing resources, services, consulting, mentoring, conferences and workshops to parents and their students pursuing aerospace-aviation industry career paths. These services will support aviation talent pipeline development and help reduce the industry’s skills gap through applying Science, Technology, Engineering and Math (STEM), specifically targeted to the aerospace-aviation industry through aviation education/learning, apprenticeships and training programs. This will be accomplished by collaboration and building relationships with a network of academic partnerships/affiliations, high schools and community colleges, university engineering and transportation departments, technical skills centers and community and industry partners. Services:

• Consulting to parents, students, businesses, elementary-high schools and community agencies, to explore aerospace-aviation industry career paths
• Aviation industry exploration, immersion and apprenticeship training programs to students in after-school, spring-winter break-summer camps (through a partnership/franchising or contracting out to deliver services by Aerostar Consulting Corporation/Avion Institute). Such programs will educate students in aviation history, introduction to aerospace, flight simulation, aircraft anatomy, aircraft types/uses, flight theory, airport-airline operations, air traffic control (ATC), space basics, astronomy, operating drones (UAS), remote-controlled helicopters and remote airplanes, building model aircrafts and airports, attending field trips and...
meetings with industry professionals.
• Speaker/story telling presentations by the Karriem Aviation Team – a mother and son aviation team – a 17-year old teenage FAA licensed pilot and the single mother who raised him while a Boeing employee, inspiring audiences
• Individual and group mentoring sessions, workshops and conference offerings with guest presenters and industry professionals.
• City of Evanston, IL workforce development programs for young adult populations, ages 18-25, providing pathways and resources to participate/enroll in aerospace-aviation STEM education, training, apprenticeship and online learning education programs through MOOC, Coursera and edX platforms and select college and university partnerships.
• Implementation of a dedicated aviation wing at Evanston Township High School utilizing the school’s 7 STEM labs, to introduce Aviation STEM curriculum through the AOPA (Aircraft Owners and Pilots Association) High School Initiative (www.aopa.org) to high school grade students for 2019-2020 academic year, offering options for pursuing aviation-aerospace industry careers. AOPA’s High School Initiative offers pathways for pilot, aerospace engineering and unmanned aerial systems (UAS/drones) that can lead to exciting, important and well-paying aerospace-aviation careers.
• Establish a Global Bird Aviation Young Aviators Summer flying STEM education program in the Chicagoland suburbs. High School students ages 14-18 would participate in STEM learning through daily innovative and enjoyable classroom instruction in aerodynamics, principles of flight, flight physics, navigation, flight planning, aviation weather and other flying related subjects. Daily workshop periods are devoted to working with a variety of tools to assemble real aircraft components. Students will learn to operate a state-of-the-art FAA certified flight simulator that realistically synthesizes the “throttle, stick and rudder” requirements for basic controlled flight. They learn to make takeoffs, climbs, glides, turns, descents and landings.

Program Highlights: Students will move into training airplanes and fly daily with a professional flight instructor. Training hours in the air are logged in an official Pilot Log Book and apply to the requirements for a Private Pilot’s License.

Services to be funded:
• Professional Services
• Tools/Equipment
• Production & Work Space
• Research & Development
• Professional and Market Networks

Do you need financial assistance with City licensing or permitting requirements?
• Yes (please specify below):

Funds for business licensing/startup

Please describe how you intend to use Entrepreneurship Support Program funding to expand your business (500 words max)

I will use the funds for creation/establishing a flight simulator lab to instruct students in pilot training and air traffic control.

1. Yoke Pedal, Rudder Pedal, Power Quadrant equipment (6 sets)
   Sporty’s Pilot Shop | Cost: $319.95/each + tax/shipping

2. X-Plane 11 Software (6 software licenses)
   Sporty’s Pilot Shop | Cost: $59.95/each + tax/shipping
3. Computer/Desktop Workstations
(6 units) HP, Dell, Asus, Apple Cost: $600-$900/each+ tax/shipping

4. Legal attorney fees for business start-up/registration, consulting by Shawn Jones, Attorney at Law, 708 Church Street, Ste. 235, Evanston, IL 60201
$150.00/hour @ 2 hours

A Flight Simulation Lab for 3-12 grade students with 5-6 flight simulator workstations (Potential site: Family Focus, the former Evanston-Skokie School District 65 Foster Elementary School building). Price of converted computer lab rental is to be determined, based on a schedule of 3 days/week for a 2-3 hours after-school program, 4 hour class/Weekends (Saturdays); 7 hours for 5-10 days for a 1 to 2-week spring-winter break period and 2 to 3-week summer camp programs.

Upload written estimates for the services needed below:

- business_plan_financial_model_rosalind_cobbs_june_2018.xlsx
- business_plan_final_rosalind_cobbs_6_9_2018.docx

Upload business plan (.pdf or .doc) *

- business_plan_final_rosalind_cobbs_6_9_20181.docx

Upload proof of residency or business location (lease, utility bill, bank statement, etc.)

- boa_statement_june_2018_rosalind_cobbs.pdf

Upload proof of completion of a business training program (Community Business Academy or other) *

- sunshine_enterprises_cba_graduation_certificate_2017.jpeg.jpg

"I certify that all of the information contained in this document, all statements, information, and exhibits that I am submitting is true and accurate and to the best of my knowledge. I certify that I have reviewed the Program Guidelines associated with the City of Evanston's Entrepreneurship Support Program." (Type name below for signature).

Rosalind Cobbs

555 of 620
BUSINESS PLAN

AEROSPACE CAREERS NETWORK RESOURCE

“Guiding the Next Generation of Global Aviators”

OWNER
Rosalind Cobbs
Aerospace Careers Network Resource
1900 Asbury Avenue, Evanston, IL 60201
Cell: 312 217 8766 | Email: karriemaviationteam@gmail.com

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Professional Experience & Founding History

I. Please list any and all of your relevant formal qualifications (i.e. business education, degrees, training certifications, LEND or Sunshine Academy engagement):

Graduate of Sunshine Enterprises Community Business Academy Program North, Cohort #24, June-August 2017, Evanston, IL.

Attended Columbia College, Chicago, IL 1975-1976
Completed 30 hours of college coursework | Program of Study: Writing/English
II. Please summarize your personal background and employment record; how did you get to where you are today?

I have 40 years of administrative support experience in diverse business environments and industries, to include 10 years at The Boeing Company in Chicago, IL. I was employed by Chipton Ross, a staffing firm and I contracted at Boeing, their client firm in two different roles where I worked in PR, Corporate Administration as well as Risk Management and Insurance.

III. Briefly describe when, how, and why you formed the company and its development so far. How did you develop a passion for your current business.

I am the founder/director of Aerospace Careers Network Resource. My background is in executive and administrative support, spanning 40 years in diverse business environments and industries, to include employment for 10 years in the aerospace industry at The Boeing Company in Chicago, IL, where I supported Boeing’s Corporate Communications, media relations, public relations, finance communications and operations teams. I am a self-appointed aviation ambassador who wants to inspire and encourage students to seek careers in the aerospace-aviation industry, leading to employment with The Boeing Company and other industry employers.

What is most relevant to the birth or conception of Aerospace Careers Network Resource is that I am the mother of a 17-year old high school FAA licensed pilot, as of August 2015. My son’s achievements and passion have inspired me to share her knowledge, insights and experiences as the parent of a high school pilot and future professional commercial airline pilot.

I noticed that there is a well-documented shortage of pilots, along with other supporting positions such as air traffic controllers, mechanics, maintenance technicians and cabin crew staff, due to retirement and global travel demands worldwide. The aerospace industry needs to replace an aging workforce with employees who are educated, talented, highly skilled, trained with innovative, developing viewpoints, from diverse backgrounds and perspectives who bring creative ideas to the industry. The industry needs engineers and aerospace manufacturing workers - installers/assemblers, electricians, composite fabricators, and technicians skilled in avionics, composites and digital troubleshooting. Drone technology and space exploration has immersed and stirred up greater interest and innovation advancements. U.S. students are not pursuing STEM education and career paths as aggressively as students in other nations.
Operating Structure

I. Please list and describe your present products and services offered, as well as hours and days of operation:

Suite of Services

- Consulting to parents and students, businesses, elementary-high schools and community agencies, to explore aerospace-aviation industry career paths
- Aviation industry exploration, immersion and apprenticeship training programs to students in after-school, spring-winter break-summer camps using a flight simulator lab and through a partnership/licensing or contracting to deliver services by Aerostar Consulting Corporation/Avion Institute. Such programs will educate students in aviation history, introduction to aerospace, flight simulation, aircraft anatomy, aircraft types/uses, flight theory, airport-airline operations, air traffic control, space basics, astronomy, operating drones, remote-controlled helicopters and remote airplanes, building model aircrafts and airports, attending field trips and meetings with industry professionals.
- Speaker/story telling presentations by the **Karriem Aviation Team** – a mother and son aviation team – a 17-year old teenage FAA licensed pilot and the single mother who raised him while a Boeing employee, inspiring audiences in elementary, middle schools and high schools, colleges and universities, churches, social service agencies, non-profit organizations, community centers, businesses and corporations.
- Individual and group mentoring sessions, workshops and conference offerings with guest presenters and industry professionals.
- City of Evanston, IL workforce development programs for young adult populations, ages 18-25, providing pathways and resources to participate/enroll in aerospace-aviation STEM education, training, apprenticeship and online learning education programs through MOOC, Coursera and edX platforms and select college and university partnerships.
- Implement dedicated aviation wing at Evanston Township High School utilizing the school’s 7 STEM labs, to introduce Aviation STEM curriculum through AOPA (Aircraft Operators and Pilots Association [www.aopa.org] High School Initiative to 9-12 grade students, for the purpose of offering options for an aviation-aerospace industry career track. Pathways will target the career path areas of piloting, aerospace engineering and unmanned aerial systems (UAS) or drones.
- Establish a Global Bird Aviation (future non-profit) Young Aviators Summer Flying STEM education program in the Chicago area/suburbs. High School students ages 14-18 would participate in STEM learning through daily innovative and enjoyable classroom instruction in aerodynamics, principles of flight, flight physics, navigation, flight planning, aviation weather and other flying related subjects. Daily workshop periods are devoted to working with a variety of tools to assemble real aircraft components (an example is a leading-edge spar for an airplane component and a leading-edge spar for a Sonic Aircraft wing).
Students will learn to operate a state-of-the-art FAA certified flight simulator that realistically synthesizes the “throttle, stick and rudder” requirements for basic controlled flight. They learn to make takeoffs, climbs, glides, turns, descents and landings. Program Highlights: Students will move into training airplanes and fly...every day...with a professional flight instructor. Training hours in the air are logged in an official Pilot Log Book and apply to the requirements for a Private Pilots’ License. These maneuvers speed up the in-aircraft learning process that follows.

These programs can be at housed at and run in local community centers, public/private schools, regional airports (DuPage, Schaumburg, Lansing, Bolingbrook, Gary-Chicago, Palwaukee), non-profits and social services agencies such as the City of Evanston Parks & Recreation Centers, Evanston Township High School STEM Labs, Northwestern University Center for Talent Development (Evanston campus), EvanstonWE (Evanston Work Ethic program), Youth and Opportunity United (Y.O.U.), Family Focus, NUSTARS (Northwestern University Space Technology and Rocketry Society), EvanSTEM and Evanston McGaw YMCA's MetaMedia program.

I would set office hours of 9:00-5:00 PM, or on a scheduled appointment basis with program hours from 9-4 pm CST, Monday-Friday, for summer-winter-spring break camps. I will have weekend hours on Saturdays for flight simulation lab, conferences, workshops and mentoring sessions.

II. Please detail your pricing structure. Is it variable? (i.e. changing menu or product line)

My pricing structure is variable depending on size of school or group size for instance but listed below is my standard pricing.

<table>
<thead>
<tr>
<th>Assumptions</th>
<th>Jul 2019 Projected Numbers</th>
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<tr>
<td>Price/hour for Consulting</td>
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<tr>
<td>Price/hour Consulting Group</td>
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</tr>
<tr>
<td>Average Group Size</td>
<td>5</td>
</tr>
<tr>
<td>Price for School/Summer Camp visit</td>
<td>$250.00</td>
</tr>
<tr>
<td>Price/hour for Flight Simulator</td>
<td>$30.00</td>
</tr>
</tbody>
</table>

III. How do you receive payment? (i.e. What is your system for processing credit cards? Are you cash only? Do you accept checks and, if so, what is the deadline for payment?)
I would accept business and personal checks, debit and credit card payments and some very limited cash while providing itemized receipts.

IV. How does your business model change over the course of the year? Is there a consistent customer flow or is there seasonal variation? If so, how do you address seasonal changes?

The consulting services would be in higher demand during late October to early January due to the college application process. The flight simulator programs might be more popular over the summer and other holidays where students have more free time. Finally, the workshops in school will be a good way to attract students during the rest of the school year.

Market Analysis

I. What is your intended audience or demographic? Provide the geographic location of your customers and the type of customers you serve:

Student populations, grades 3-12, parents of students, grades 3-12 and young adults, ages 18-25.

Aerospace Careers Network Resource will target African American, Hispanic, Native American students and girls in underserved or under-represented communities, who are at-risk, emphasizing the need for exposure to STEM education and training to prepare them for aerospace/aviation industry careers. Aerospace Careers Network Resource will market to parents who are single mothers. We will seek men to mentor students from the community, academia, social service agencies, local police departments, churches/synagogues, U.S. military branches, small businesses/firms and Corporate America.

Chicago’s northern suburbs (Evanston, Skokie, Niles, Morton Grove, Des Plaines, North Chicago, Waukegan and Burbank) of Chicago, IL, in Cook and Lake County.

II. List firms you have identified as primary competitors in your market(s). Identify their strengths and weaknesses then describe how your company stands out:
Other consultants:

AeroStar Consulting Corporation and AeroStar Avion Institute NFP, Chicago, IL.
www.aerostarconsultingcorp.com
www.avioninstitute.org

This competitor business and non-profit are the only business/NFP providing a unique scope/array of programs and services to students in the City of Chicago Public School system for the aerospace-aviation industry. These Aviation STEM programs are also offered through After School Matters for at least 8 years. Additionally, AeroStar Avion Institute has great industry partnerships with and grant funding from United Airlines, The Boeing Company, Millhouse Engineering, NASA, Tuskegee Next, Legacy Flight Academy and the Tuskegee Airmen Chicago Chapter. AeroStar Consulting Corporation and its President & CEO Tammera Holmes have been inducted into the Illinois Aviation Hall of Fame and have received numerous national/local Chicago area awards and recognitions in 2016, 2017 and currently in 2018.
Other Flight Simulator Programs

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Description</th>
</tr>
</thead>
</table>
| FSX Chicago           | 1227 S Harlem Ave Unit C,D,E Berwyn, IL 60402 | 75 minutes of certified flight instruction in a professional flight simulator at $66  
75 minutes of certified flight instruction in a professional flight simulator for two at $127  
Also offers seminars and cadet programs |
| Illinois Aviation     | Illinois Aviation Academy 32w751 Tower Road   | Elite AAFTD (2007) Rate: $60/Hour  
Redbird Rate: $90/Hour |
| Fly There             | 1115 S. Wolf Road Hangar 5 Wheeling, IL. 60090 | FIRST TASTE OF FLIGHT – $89  
With Fly There’s Redbird full motion flight simulator, students will spend 30 minutes controlling the flight simulator from takeoff to landing at any airport in the world students choose. A certified flight instructor will be there to talk you through every phase of the flight. This package is perfect if you’re interested in learning how to fly and want the piloting experience without leaving the ground. Make no mistake, this is an actual lesson. Students will receive a logbook endorsement documenting your very first lesson as well as a free 6-month subscription to Flight Training magazine. |
| Windy City Flyers     | 1098 S. Milwaukee Avenue Suite 301 Wheeling, IL. 60090 | Flight training offered with simulator |
| API – Chicago Midway  | Chicago Midway Airport                        | Students will receive 10 hours of training in an Elite PCATD simulator, 15 hours in an airplane with an Instrument Flight Instructor, and 15 hours of flying with a safety pilot |
| Museum of Science &  | 5700 S Lake Shore Drive Chicago, IL 60637     | Students control the action. Climb aboard and try your skills as either a pilot or gunner in a historic aircraft: choose from the P-51 Mustang, F-4 Phantom II, F-16 Fighting Falcon and more. Launch your sortie and take to the skies as you climb, dive, and roll 360°.  
Admission: $8. Two people per fly. Solo tickets available. (Approximately 6 minutes.) |

III. Based on the geographic location of your business and the target demographics listed above, please provide an estimate for the total market size; in other words, how many unique potential customers exist in this space?
Evanston-Skokie, IL Market

Based upon a targeted audience of students attending Evanston-Skokie, IL public schools, I estimate a total of 7,546 potential students can be reached/serviced along with their parents in this marketplace.

Based upon a target audience of North Chicago, IL public schools (6-12), I estimate a total of 1,293 potential students attending Neal Math & Science Academy and North Chicago High School can be reached/serviced along with their parents in this marketplace.

Waukegan, IL Market

Based upon a target audience of Waukegan, IL public schools (K-12), I estimate a total of 15,321 potential students can be reached/serviced along with their parents in this marketplace.

Total = 15,000 + 7,500 + 1,300 = 23,800

I will be able to potentially attract about 10% of the market in the beginning which are 2,380 students.

IV. Considering the total market size and your primary competitors, estimate what percentage share of the market you currently occupy:

Note: I am not in business so I have no market share currently, however I believe I could capture 25-40% of market share, as there are no similar businesses I know of that are competing and operating in the northern suburbs (Evanston, Skokie, Niles, Morton Grove, Des Plaines, North Chicago, Waukegan and Burbank) of Chicago, IL in Cook and Lake County.

Marketing Plan

I. What marketing strategies have you used in the past? Which were most successful? Consider Pricing (discounts, bundles), Promotions, Product (variations to the services offered to keep customers engaged), Placement (where are messages most effective)

I have no experience to draw upon to-date however I would use social media, flyers, school promotional visits, and media links/videos of my son Joseph Karriem’s achievements as a 17-year old FAA licensed private pilot while a high school junior student.

Social Media

Aerospace Careers Network Resource will establish a social media presence to generate buzz under the banner of “The Womb”, using Instagram, Facebook, Twitter, Tumbler and LinkedIn, along with creating commercials and videos for these media outlets.
II. Describe which demographics of the customer base and geographical area you will target with marketing in the future. Where is the greatest need for awareness?

Outreach activities would be targeted to the local Evanston, IL Police Department to develop a youth delinquency program, to offer mentorship and provide youth/young adults with pathways and resources to participate/enroll in aerospace-aviation STEM education, training and apprenticeship programs, online learning education programs such as MOOC (Massive Open Online Courses), Coursera, Degreed and edX platforms, collaborating with Lewis University (Romeoville, IL), Northwestern University (Evanston, IL) and the University of Washington (Seattle, WA).

There is a well-documented shortage of pilots, along with other supporting positions such as air traffic controllers, mechanics, maintenance technicians and cabin crew staff, due to retirement and global travel demands worldwide. The aerospace industry needs to replace an aging workforce with employees who are educated, talented, highly skilled, trained with innovative, developing viewpoints, from diverse backgrounds and perspectives who bring creative ideas to the industry. The industry needs engineers and aerospace manufacturing workers - installers/assemblers, electricians, composite fabricators, and technicians skilled in avionics, composites and digital troubleshooting. Drone technology and space exploration has immerged and stirred up greater interest and innovation advancements. U.S. students are not pursuing STEM education and career paths as aggressively as students in other nations. Chicago has a rich aviation history, has Chicago-O'Hare, Midway and Chicago Executive-Palwaukee airports as well as regional airports in DuPage County/West Chicago, Schaumburg, Waukegan, Bolingbrook, Lansing and the Gary-Chicago airport. Iconic, world class aerospace and aviation companies such as The Boeing Company and United Airlines are located in its region.

III. What marketing strategies do you plan on pursuing going forward?
Mailings to Evanston, Skokie public schools (K-8), of post cards, letters and presentations to school board members, local aldermen, City of Evanston Mayor, City of Evanston Workforce Development Committee members and park district-recreation center program staff. Use Facebook Live broadcast sessions and events such as community talks, Hosting of On The Table style Chicago suburban area sessions to introduce communities to aerospace-aviation industry careers. Host an Aviation STEM Career Fair program to educate parents/students in 3-12 grades and adults,18-25. Participation in ETHS Kits Career Day presentations for students coordinated with post-secondary high school education counseling staff and ETHS Aviation Clubs.

Website Development (Note: I have secured domain names are www.aerospacecareersnetworkresource.com and www.globalbirdaviation.org.
Management

I. Describe your organizational structure. Please include key management roles and a list of employee responsibilities.

My proposed management structure is listed as follows:
Director
Private Pilot/Instructor
Private Pilot-Certified Flight Instructor
Program Coordinator/Administrator
College Intern

II. How many employees do you have under contract: part-time and full-time?

I do not have any employees. I would hire employees/talent in the following positions and roles, initially on a part-time basis:

Director
Private Pilot/Instructor
Private Pilot-Certified Flight Instructor
Program Coordinator/Administrator
College Intern
Social Media Marketing Firm
Public Relations-Communications Firm
Attorney specializing in Entrepreneurship/Business Law
Tax Accountant

Capital Summary and Sourcing

I. List the major operating equipment that your company owns or leases (feel free to add more items if required): I do not own or lease any operating equipment.

II. Describe your sourcing process for key inputs:
List your major suppliers by location, order quantity, frequency of use, and price

No suppliers
Financial Analysis (for Start-ups):

I. Outline all projected costs necessary:

<table>
<thead>
<tr>
<th>Monthly Expenditure</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent Expense</td>
<td>$0</td>
</tr>
<tr>
<td>Bank Fees</td>
<td>$0</td>
</tr>
<tr>
<td>Fuel/Gas</td>
<td>$0</td>
</tr>
<tr>
<td>Business Supplies</td>
<td>$0</td>
</tr>
<tr>
<td>Insurance</td>
<td>$0</td>
</tr>
<tr>
<td>Rented Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>Facilities/Repairs</td>
<td>$0</td>
</tr>
<tr>
<td>Utilities</td>
<td>$40</td>
</tr>
<tr>
<td>Employees</td>
<td>$0</td>
</tr>
<tr>
<td>Charitable Giving</td>
<td>$0</td>
</tr>
<tr>
<td>Marketing</td>
<td>$50</td>
</tr>
<tr>
<td><strong>TOTAL EXPENSES:</strong></td>
<td><strong>$90</strong></td>
</tr>
</tbody>
</table>

II. Provide an overview of all revenue streams, by month, for the past year:

The revenue streams of this business will be from the following sources/services:

- Career Advising (consulting) which will be one-hour lessons at $30/hour.
- Group Consulting in groups of around 5 which will be one hour at $20/hour per student.
- School and summer camp visits about careers in aviation for ~$250 per visit
- Flight Simulator Lessons at the rate of $30/hour.

II. Provide an overview of any outstanding Debt, Loans, or Lines of Credit:

Credit Cards: $6,000.00

I have no current lines of credit.

I have been working on a contract basis for 4 months in 2018 and also continuously seeking full-time employment since 2017.
III. Based on projected costs, provide a breakeven analysis to estimate the number of customers you need to exceed in order to be profitable on a monthly basis:

It would require a small combination of the various revenue streams to breakeven. Such combinations include, 3 hours of one-on-one consulting appointments, 3 hours of flight simulator lessons, 1 group consulting appointment for 4 students or 1 school visit.

A. How does this figure compare to the total market size (Part 3-V) and your estimated share of this market? What is the margin of error to breakeven?

This figure is very small and reasonable.

Future Planning/Ambitions

I. Do you have any ideas to adapt or modify for service/product offerings to increase sales or expand your business? I am currently exploring this area with my business entrepreneurship coaches, consultants and advisors.

II. If you have outlined a growth plan, describe how you plan to meet an increased demand by growing your labor force? I am currently exploring this area with my business entrepreneurship coaches, consultants and advisors.

III. Have you explored future options for funding capital and inputs? I am currently exploring this area with my business entrepreneurship coaches, consultants and advisors.

Summary of Equipment Needs for Flight Simulation Lab

Equipment: Yoke Pedal, Power Quadrant, Rudder Pedal

Sources to purchase equipment: Amazon, Sporty’s Pilot Shop, Walmart

X-Plane 11 Software: Flight simulator and ATC modules
Cost: $59.95/license

Lockheed Martin created and sells Prepared 3D software with embedded lessons. When students are training on flight simulators, they can easily switch to ATC (Air Traffic Controller) software by selecting an airport tower (ORD-MDW-LAX) and they will see airport runway scenes.

MicroSoft X flight simulator software program is no longer sold by Microsoft online; the software is sold by Steam Games online.
Cost: $319.95/module for a Yoke Pedal, Rudder Pedal and Power Quadrant equipment bundle.

It is recommended that each unit is custom built CPUs (central processing unit) to handle running flight simulator and ATC modules software due to large graphics content. If laptops are purchased, they will require quad core processors and Intel I-7 chips.

The 2018 Consumer Reports Buying Guide states that desktops typically offer more performance for the money than laptops are less expensive to repair. They let you work on a larger screen and generally come with better speakers.

Use of empty classroom or computer lab for a Flight Lab for 3-12 grade students with 6 flight simulator workstations (Potential site: Family Focus, the former Evanston-Skokie School District 65 Foster Elementary School building). Price of computer lab rental to be determined, based on a schedule of 3 days/week for 2-3 hours after-school program, 7 hours for 5-10 days for a 1 to 2-week spring-winter break period and 2 to 3-week summer camp programs.

### Grant Request

<table>
<thead>
<tr>
<th>Service Requested</th>
<th>Proposed Vendor</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Yoke Pedal, Rudder Pedal, Power Quadrant equipment (6 sets)</td>
<td>Sporty’s Pilot Shop</td>
<td>$319.95/each + tax/shipping</td>
</tr>
<tr>
<td>2. X-Plane 11 Software (6 software licenses)</td>
<td>Sporty’s Pilot Shop</td>
<td>$59.95/each + tax/shipping</td>
</tr>
<tr>
<td>4. Legal attorney fees for business start-up/registration, consulting on entrepreneurship.</td>
<td>C. Shawn Jones, Attorney at Law 708 Church Street, Ste 235 Evanston, IL 60201</td>
<td>$150.00/hour 2 hours</td>
</tr>
</tbody>
</table>

Total Requested Grant: $3,500.00
Assumptions  Jul 2019 Projected Numbers
Price/hour for Consulting  $30.00
Monthly Consulting Customer  2
Price/hour Consulting Group  $20.00
Average Group Size  5
Monthly number of groups  1
Price for School/Summer Camp visit  $250.00
Monthly School/Summer Camp visits  1
Price/hour for Flight Simulator Workshops  $30.00
Monthly hours for Flight  15

Growth as percentage of Jul 2019 Projections  Jul  Aug  Sep
0.2  0.2  0.3

Grant

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment 320</td>
<td>640</td>
<td>2</td>
<td>$640.00</td>
</tr>
<tr>
<td>Software License 60</td>
<td>120</td>
<td>2</td>
<td>$120.00</td>
</tr>
<tr>
<td>Computer Workstations 750</td>
<td>1,500.00</td>
<td>2</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Legal Attorney 150</td>
<td>300</td>
<td>2</td>
<td>$300.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$2,560.00</strong></td>
</tr>
<tr>
<td></td>
<td>Oct</td>
<td>Nov</td>
<td>Dec</td>
</tr>
<tr>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td></td>
<td>0.4</td>
<td>0.5</td>
<td>0.5</td>
</tr>
<tr>
<td></td>
<td>Apr</td>
<td>May</td>
<td>Jun</td>
</tr>
<tr>
<td>---</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td></td>
<td>0.8</td>
<td>0.9</td>
<td>1</td>
</tr>
</tbody>
</table>

572 of 620
X-Plane 11 Flight Simulator Software (digital download)

$59.99

RECOMMENDED PRODUCTS

X-Plane 11 (CVD)
$59.99

Deluxe CH Products Flight Simulator Bundle - MS Flight Sim X, Yoke, and Rudders

This money saving flight simulator bundle includes:

- Microsoft Flight Simulator X Steam Edition for Windows
- CH Products Yoke
- CH Products Yoke Rudders Pedals

Everything you need to start flying in your home!

Save $34.99

Customers who bought this were also interested in:
Memorandum

To: Honorable Mayor and Members of the City Council
From: Paul Zalmezak, Economic Development Division Manager
       Cindy Plante, Economic Development Coordinator
Subject: Storefront Modernization Program Applications for
         10Q Chicken at 816 Church St.
         1030 Davis, LLC at 1030 Davis St
         Connections Health at 1854 Sherman Ave.
Date: July 6, 2018

Recommended Action:
Staff and Economic Development Committee recommend approval of financial assistance on a 50/50 cost-sharing basis through the Storefront Modernization Program to the following Evanston businesses:

- 10Q Chicken at 816 Church Street in an amount not to exceed $3,401.66
- 1030 Davis in an amount not to exceed $18,143 for masonry restoration and storefront glass
- Connections Health at 1854 Sherman Ave in an amount not to exceed $2,705 for an awning and front stoop

Funding Source:
Funding will be from the Economic Development’s Business District Improvement Fund (Account 100.21.5300.65522), with a FY 2018 Budget 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.

Livability Benefit:
Economy and Jobs: retain and expand local businesses
Built Environment: enhance public spaces

Background:
The Storefront Modernization Program provides a financial incentive to property owners and their commercial tenants to invest in improvements to commercial property in Evanston. Eligible expenses include street-facing exterior improvements such as windows, doors, signage, painting, and the like. Maximum eligibility amounts for façade
projects are determined based on the building’s frontage, with the first 35 feet of linear frontage eligible for a maximum of $10,000; frontage beyond 35 feet increases eligibility by $100 for each additional square foot up to a $25,000 cap. Applicants are eligible to receive a forgivable loan of up to 50% of the total qualifying project cost, and must obtain three written bids for the work proposed, with at least one of the three bids being provided by an Evanston-based contractor whenever possible. The program is intended to help modernize aging building stock in targeted development areas and improve the aesthetics individual commercial businesses within their respective business districts. (For more detailed information, please refer to the Program Guidelines online.)

10Q Chicken Summary
10Q Chicken is a new restaurant concept preparing to open at 816 Church Street, which was previously occupied by Five Guys Burgers. With the support of the building owner, applicants David Yoo and Will Song are requesting funding assistance for the installation of improved signage. The space has 22 linear feet of frontage, making the space eligible for a maximum of $10,000 in funding. Estimates for the new signage have been provided as summarized below:

<table>
<thead>
<tr>
<th>Company</th>
<th>Address</th>
<th>Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signs3 Inc.</td>
<td>207 S. Gail Ct.</td>
<td>$6,250</td>
</tr>
<tr>
<td>Ecolit, Inc.</td>
<td>1945 W. Fulton St.</td>
<td>$6,015</td>
</tr>
<tr>
<td>Allegra Marketing</td>
<td>1255 Hartrey Ave.</td>
<td>$8,145</td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td></td>
<td><strong>$6,803.33</strong></td>
</tr>
</tbody>
</table>

Based on the documentation and estimates submitted for this project, staff recommends approval of financial assistance for this project for a total amount not to exceed the maximum of $3,401.66 on a 50/50 cost-sharing basis.

1030 Davis Summary
As a corner building, 1030 Davis Street has 51 linear feet of frontage along Davis and another 116 feet along Oak. The building previously housed a recording studio, but has been vacant since 2015. Owner Marty Cless has been negotiating with prospective tenants and preparing a comprehensive renovation of the space for new users. Mr. Cless is requesting funding for façade improvements including storefront glass and masonry. The building’s 167 feet of street-facing frontage make it eligible for a maximum $23,200 in funding under the program guidelines ($10,000 for the first 35 feet, plus $13,200 for the remaining 132 feet). Estimates for the exterior (façade) work are summarized below:

<table>
<thead>
<tr>
<th>Company</th>
<th>Address</th>
<th>Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signs3 Inc.</td>
<td>207 S. Gail Ct.</td>
<td>$6,250</td>
</tr>
<tr>
<td>Ecolit, Inc.</td>
<td>1945 W. Fulton St.</td>
<td>$6,015</td>
</tr>
<tr>
<td>Allegra Marketing</td>
<td>1255 Hartrey Ave.</td>
<td>$8,145</td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td></td>
<td><strong>$6,803.33</strong></td>
</tr>
</tbody>
</table>
Based on the documentation and bids submitted for this project, staff recommends approval of financial assistance for this project for a total amount not to exceed the maximum of $18,143 on a 50/50 cost-sharing basis.

**Connections Health Summary**

Connections Health is a healthcare office user moving into the space above Lou Malnati’s on Sherman Avenue. The space has its own street-level entrance area with frontage along Sherman Avenue to the north of Malnati’s. Applicant Greg Goss is the architect working on the project, and is requesting funding for installation of a signed awning and replacement of the front stoop. Because the space has less than 35 linear feet of street-level frontage along Sherman Avenue, it’s eligible for up to $10,000 in matching funds. Estimates for the proposed improvements are summarized below:

<table>
<thead>
<tr>
<th>Concrete</th>
<th>Awnings &amp; Planters</th>
</tr>
</thead>
<tbody>
<tr>
<td>M&amp;K Contractors</td>
<td>Evanston Awning</td>
</tr>
<tr>
<td>1873 Hicks Rd. Suite C</td>
<td>2801 Central St.</td>
</tr>
<tr>
<td>Rolling Meadows, IL 60008</td>
<td>Evanston, IL 60201</td>
</tr>
<tr>
<td>$3,200</td>
<td>$480</td>
</tr>
<tr>
<td>GBG Construction</td>
<td>Comet Neon</td>
</tr>
<tr>
<td>15 Warham Ln.</td>
<td>1120 N. Ridge Ave.</td>
</tr>
<tr>
<td>Schaumburg, IL 60001</td>
<td>Lombard, IL 60148</td>
</tr>
<tr>
<td>$3,850</td>
<td>$650</td>
</tr>
<tr>
<td>Micco Enterprises, Inc.</td>
<td>M&amp;K Contractors</td>
</tr>
<tr>
<td>2270 S. Westwood Ln.</td>
<td>1873 Hicks Rd. Suite C</td>
</tr>
<tr>
<td>Palatine, IL 60067</td>
<td>Rolling Meadows, IL 60008</td>
</tr>
<tr>
<td>$4,300</td>
<td>$11,007 (planter)</td>
</tr>
<tr>
<td></td>
<td>Dawn Enterprises</td>
</tr>
<tr>
<td></td>
<td>275 Progress Dr. Suite B</td>
</tr>
<tr>
<td></td>
<td>Manchester, CT 06042</td>
</tr>
<tr>
<td></td>
<td>$1,025 (planter)</td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td><strong>Average</strong></td>
</tr>
<tr>
<td><strong>$3,783.33</strong></td>
<td><strong>$565 (awnings)</strong></td>
</tr>
<tr>
<td></td>
<td><strong>$6,016 (planter)</strong></td>
</tr>
</tbody>
</table>
Based on the documentation and bids submitted for this project, staff recommends approval of financial assistance for this project for a total amount not to exceed the maximum of $2,705 on a 50/50 cost-sharing basis.

Attachments:
Storefront Modernization Program Application for 10Q Chicken at 816 Church St.
Storefront Modernization Program Application for 1030 Davis
Storefront Modernization Program Application for Connections Health at 1324 Sherman
# 2018 Storefront Modernization Program [#34]

**Wufoo** <no-reply@wufoo.com>  
Reply-To: david@10qgroup.com  
To: cplante@cityofevanston.org  
Mon, Jun 18, 2018 at 4:29 PM

<table>
<thead>
<tr>
<th>Property Address</th>
<th>David</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property PIN</td>
<td>11-18-304-006-0000</td>
</tr>
<tr>
<td>Year Property was constructed</td>
<td>1928</td>
</tr>
<tr>
<td>Length of store frontage (feet):</td>
<td>20</td>
</tr>
<tr>
<td>Is this property a historic landmark?</td>
<td>No</td>
</tr>
<tr>
<td>Applicant Name:</td>
<td>David Yoo</td>
</tr>
<tr>
<td>Applicant Address:</td>
<td>3631 Pebble Beach Rd</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:david@10qgroup.com">david@10qgroup.com</a></td>
</tr>
<tr>
<td>Phone Number</td>
<td>(773) 850-9641</td>
</tr>
<tr>
<td>Name of business (if applicable):</td>
<td>10Q Chicken</td>
</tr>
<tr>
<td>Applicant is:</td>
<td>Tenant</td>
</tr>
<tr>
<td>Name(s) of business(es):</td>
<td>10Q Chicken</td>
</tr>
<tr>
<td>Business Owner Name(s):</td>
<td>David Yoo &amp; Will Song</td>
</tr>
<tr>
<td>Date of lease expiration (if applicable):</td>
<td>2028</td>
</tr>
<tr>
<td>How many years has the business been at this location?</td>
<td>3 months</td>
</tr>
<tr>
<td>Provide a description of the ground floor business(es) at this location (500 words max).</td>
<td>Fast casual restaurant serving chef-driven chicken centric menu items in a comfortable but elevated setting</td>
</tr>
<tr>
<td>Property Owner Name:</td>
<td>Ken Behles</td>
</tr>
<tr>
<td>Property Owner Address:</td>
<td>818 Church St</td>
</tr>
<tr>
<td>Property Owner Phone Number:</td>
<td>(847) 864-0440</td>
</tr>
<tr>
<td>Property Owner Email:</td>
<td><a href="mailto:kenb@behlesbehles.com">kenb@behlesbehles.com</a></td>
</tr>
<tr>
<td>Is the property currently for sale?</td>
<td>No</td>
</tr>
<tr>
<td>What type(s) of improvements are you planning to make? (check all that apply)</td>
<td>• Signage/awnings</td>
</tr>
</tbody>
</table>
Provide a narrative of your proposed project. Include information on portions of the building that will be improved and what particular work activities will be completed. (500 words max) *

We propose to install a tasteful, high-quality sign with our business name against the store-front facade along with a small blade sign featuring our logo.

Provide a narrative of sustainability measures that will be employed in this project (500 words max)

N/A

Provide a narrative of how your proposed project will improve accessibility at your building (500 words max)

N/A

Upload 3 current photos of the building for which you are applying.

- img_2057.jpg
  548.81 KB · JPG

- img_2058.jpg
  282.67 KB · JPG

Upload 3 contractor estimates for the project(s) being proposed.

- 10q_chicken_816_church_evanston_revised_06062018.pdf
  86.43 KB · PDF

- proposal_4381revised_10q_outdoor_122x24.75.xls
  37.00 KB · XLS

"I certify that all of the information contained in this document, all statements, information, and exhibits that I am submitting for the property listed in this form under 'property information' is true and accurate and to the best of my knowledge. I certify that I have reviewed the Program Guidelines and Program Agreement form associated with the City of Evanston's Facade Improvement Program." *(Type name below for signature).*

David Yoo

Date *

Saturday, June 16, 2018
June 19, 2018

Ms. Cindy Plante  
City of Evanston  
2100 Ridge Ave.  
Evanston, IL 60201  
cplante@cityofevanston.org

Re.  10Q Hospitality  
816 Church Street, Evanston, IL  
Application for Storefront Modernization Program

Dear Cindy:

On behalf of BEHLES+BEHLES, the property manager of 816-818 Church Street, and The Lambert Group, LLC, owner of the property, I am very pleased to offer my support of 10Q Hospitality’s recent application for Evanston’s Storefront Modernization Program. 10Q Hospitality, a new restaurant business opening soon at 816 Church Street, promises to bring an exciting new restaurant concept to downtown Evanston, adding dining choices and vitality to our downtown core.

As both a property owner and tenant in the downtown district, I’m very excited about 10Q Hospitality’s arrival in Evanston. I am familiar with their other Chicago restaurant locations, and anticipate the same level of success on Church Street. The principals of 10Q Hospitality, David Yoo and William Song, are professional and passionate about their craft. I strongly support them in this endeavor, and hope that Evanston will approve their application for the Storefront Modernization Program.

Sincerely:

Kenneth L. Behles, AIA, LEED AP
Proposal Submitted to Customer:
10Q Chicken
Attn: William Song
816 Church St.
Evanston, IL 60201
will@10qgroup.com

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fabricate and install (1) 28&quot; circular double sided illuminated blade sign, clear lexan inserts w/ applied 2nd surface vinyl. Internally illuminated w/ white LED. Sign mounted to mounting arms &amp; bracket, install sign to brick/stone fascia. Sign to match proposed drawings.</td>
<td></td>
</tr>
<tr>
<td>Fabricate and install (1) set of front lit channel letters mounted to 28&quot;x142&quot;x2&quot; aluminum painted panel. Letters to be internally illuminated with white LED. Cans &amp; trim to be painted to match, faces to be digital print vinyl on lexan. Layout to match proposed drawings.</td>
<td>$6,250.00</td>
</tr>
<tr>
<td>Permitting &amp; procurement w/ the City of Evanston:</td>
<td>TBD</td>
</tr>
</tbody>
</table>

* Artwork supplied by customer. If artwork is needed customer will be charged based on hourly rate.
* Does not include permit, or work to obtain permit.
* Power must be supplied within five feet (5') of proposed sign(s).

The work listed above and described in any exhibits attached hereto shall be referred to as and constitute the "Scope of Work." Unless otherwise provided above, any work resulting from any unforeseen conditions, obstacles, and impediments are specifically excluded from the Scope of Work.

TOTAL: $6,250.00

PAYMENT TERMS

The "Price" to be paid as follows:
- 50% upon Customer’s Acceptance of Proposal
- 50% upon completion of the Scope of Work

The Price shall be subject to re-quote or withdrawal unless the Customer delivers a signed Proposal to Contractor within thirty (30) days of the date above. Upon acceptance, the Customer shall be bound by the terms of this Proposal. Any alteration or deviation from above Scope of Work will become an extra charge to the Price in this Proposal.

ACCEPTANCE OF PROPOSAL

Please sign & return with required deposit to accept this proposal. Customer accepts the price, terms of payment, Scope of Work and Terms And Conditions described in this Proposal as acknowledged by the signature below and initials at the end of this Proposal.

Now accepting Visa, MasterCard, & Discover payments by phone.

Customer’s Signature: ___________________________ Date: ___________________________

We appreciate the opportunity to bid this work. Thank you.
These Terms and Conditions and the attached Proposal and all documents incorporated by specific reference therein, constitute the complete and exclusive statement of the terms of the agreement between Contractor and Customer (the “Agreement”).

1. PAYMENT TERMS: Payment shall be made as specified on the front side of the Proposal. In the event Customer fails to make any payment as required, Customer agrees to pay Contractor all costs and expenses of any kind, including attorneys’ fees, incurred to enforce this Agreement. Customer agrees that interest on all outstanding amounts shall accrue at the rate of 1.5% per annum from the date payment is due.

2. CANCELLATION: This Agreement shall not be terminated by Customer without the written consent of Contractor. In the event of a mutually agreeable termination of this Agreement after commencement of performance by Contractor, Customer shall pay Contractor all actual costs of the work performed by Contractor through the date of the termination and all anticipated profit of Contractor for the Project. In the event Customer terminates this Agreement prior to performance by Contractor, Customer shall pay all actual costs of the work in progress (time and material).

3. LIMITED WARRANTY: Contractor warrants that all work shall be completed in a workmanlike manner according to customary practices and industry standards and tolerances and, subject to the conditions and limitations set forth below, shall remain free from substantial defects in workmanship and materials for a period of one (1) year from the date of completion. This warranty is limited to claims disclosed by written notice from Customer to Contractor within one (1) year from the date of completion. This warranty shall exclude any claim or defect caused by ground settlement, Customer’s negligent acts or omissions, damage from casualty or vandals, or misuse. EXCEPT AS STATED IN THIS PARAGRAPH, CONTRACTOR DOES NOT MAKE ANY WARRANTY AS TO THE WORK AND, IN PARTICULAR, DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. In no event will Contractor be liable for direct, indirect, special or consequential damages for any defective work or materials.

4. FORCE MAJEURE: Contractor will not be liable for its failure to perform hereunder due to any unforeseen conditions, casualties and contingencies beyond its reasonable control, including but not limited to: weather; acts of God; labor disputes; laws, ordinances, rules and regulations; or delay or inability to obtain supplies, materials, products, equipment or transportation. Contractor shall have the right upon written notice to suspend, delay or omit all or any portion of the Scope of Work as a consequence of said unforeseen condition, casualty or contingency. If due to any such unforeseen condition, casualty or contingency Contractor is unable to fully perform, the parties agree to ratably adjust the Price of this Agreement. Contractor shall not be liable for any consequential or incidental damages incurred by Customer as a result of any delay or omission of performance caused by any casualty or contingency.

5. ENTIRE AGREEMENT, MODIFICATION AND WAIVER: This Agreement constitutes the entire understanding and agreement of the parties, contains all of the representations and agreements between them and supersedes all previous agreements and representations between the parties. No modification or waiver of the terms hereof shall be binding upon Contractor unless approved in writing subsequent to the date of this Agreement by an authorized representative of Contractor.

6. CLERICAL ERRORS: Clerical and arithmetical errors are subject to correction by Contractor.

7. CUSTOMER’S REPRESENTATIONS: Customer represents that it is the owner or authorized agent of the owner of the Project and has the authority to enter into this Agreement without the written approval or consent of any third party.

CUSTOMER’S INITIALS __________
Quotation 15098

Date: 06/21/18

Ship To:
10 Q chicken
816 Church Street
Evanston Il 60201

Pickup

<table>
<thead>
<tr>
<th>Acct.No</th>
<th>Ordered By</th>
<th>Phone</th>
<th>Fax</th>
<th>P.O. No</th>
<th>Prepared By</th>
<th>Sales Rep</th>
<th>Quantity</th>
<th>Description</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>31</td>
<td>David Yoo</td>
<td>773-850-9641</td>
<td></td>
<td></td>
<td>Frank</td>
<td>House account</td>
<td></td>
<td>Exterior overhead light box for Illuminated sign 14’x3’.</td>
<td>3,600.00</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Exterior Illuminated Blade Sign 3’ diameter circle</td>
<td>1,976.00</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Vinyl cut lettering for hours on door. Approx area 2’x2’</td>
<td>44.00</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Approx installation cost for both Illuminated Signs. All permits provided by customer. Electrical connect for the signs are already in place.</td>
<td>2,475.00</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Apply Vinyl; cut lettering to Door</td>
<td>50.00</td>
</tr>
</tbody>
</table>

Received by ________________________________  Date ____________
Ecolit, Inc.
1945 W. Fulton St.
Chicago, IL 60612
Telephone #: 312.492.7010
email: tom@ecolitus.com
www.ecolitus.com

Waterproof Outdoor LED Light Boxes
only 1 3/8" Deep

DATE Proposal No.
6/21/2018 4402

BILL TO
10Q Chicken
Attn: David

SHIP TO
TBD

CUSTOMER PO NUMBER TERMS REP SHIP VIA F.O.B.
Outdoor LED Light Boxes 50/50 CommonFrgt GTS Chicago, IL

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>PRICE EACH</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>eLitBox 122x24.75</td>
<td>122&quot; W x 24.75&quot; H OUTDOOR LED Light Box w/ BLACK Frame</td>
<td>1,429.00</td>
<td>$1,429.00</td>
</tr>
<tr>
<td>1</td>
<td>Print</td>
<td>Graphic Print for above mentioned LED Light Box</td>
<td>136.55</td>
<td>$136.55</td>
</tr>
<tr>
<td>1</td>
<td>24.75&quot; Dia. Sign</td>
<td>24.75&quot; Diameter Black Double Sided Blade Sign</td>
<td>2,500.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>1</td>
<td>Installation</td>
<td>Installation Charges for the above mentioned signs.</td>
<td>1,950.00</td>
<td>$1,950.00</td>
</tr>
</tbody>
</table>

Please note: All dimensions entered above are the widths and heights of the snap frame. Subtract 2.3125 inch from both the width and the height dimensions listed and that will be the size recommended for the printed material.

Subtract 3.30 inches from both the width and the height dimensions listed and that will be the VIEWABLE area of the LED light box.

Features and Benefits:
- 2 year warranty on all components inside LED frame
- 2 year warranty on power supply, UL approved
- LED Diodes manufactured using Samsung Semi-Conductor Chips exclusively
- Light Guided Panels made from optic grade acyrlic with better than 90% clarity
- Light Guided Panels: V Cut to provide a superior light guided panel solution
- Snap frames all USA made from aluminum extrusions
- Snap frames only 1 3/8" thick
- LED Light Boxes use 80% Less Energy than Flourescent Tube Light Boxes
- Made in the USA
**2018 Storefront Modernization Program [#35]**

1 message

**Wufoo <no-reply@wufoo.com>**
Reply-To: martycless@yahoo.com
To: cplante@cityofevanston.org

---

**Property Address**

1030 Davis St.

**Property PIN**

11-18-309-032-0000

**Year Property was constructed**

Assume early 1900’s

**Length of store frontage (feet):**

51

**Is this property a historic landmark?**

No

**Applicant Name:**

1030 Davis St. LLC

**Applicant Address:**

2525 Lincoln St.; Evanston 60201

**Email**

martycless@yahoo.com

**Phone Number**

(847) 436-1144

**Applicant is: **

Property Owner

**Name(s) of business(es):**

TBD; previously served as Studio Media recording studio since 1979

---

**Provide a description of the ground floor business(es) at this location (500 words max).**

Have not yet secured a tenant but am in LOI negotiations with a serious tenant for roughly 2000 square feet of the building. Plan is to rehab the building such that it could be for a single occupant (roughly 6000 square feet) or be subdivided into 2 units. The north unit would be accessed off Davis and the south unit accessed off Oak via a new entrance (see attached plans for illustrations). It has been challenging to secure a tenant given the current recording studio configuration as the features of the building (trusses and brick walls) are hidden behind the sound insulation necessary for a studio. Numerous prospective tenants have looked at the space but have had difficulty in visualizing the potential. Thus, there is a need to perform the gut rehab and open up the space and address the exterior facade and make necessary repairs & improvements.

**Is the property currently for sale?**

No

**What type(s) of improvements are you planning to make? (check all that apply) **

- Doors/windows
- Tuckpointing
- Lighting
- Painting
- Other (describe below)

**Provide a narrative of your proposed project. Include information on portions of the building that will be improved and what particular work activities will be completed. (500 words max) **
The building has served as a recording studio since 1979 until it was purchased in August of 2015. My intent is to undergo a complete gut rehab of the interior to expose the architectural significant features of the building that are currently hidden behind the various studios & sound insulation as well as perform cosmetic updates, façade repairs, etc. to activate the space & partake in the revitalization of the west end of Davis St. It's a beautiful building that has great bones but has been neglected. Finding tenants that can see the potential has been challenging given the current building configuration. It’s outdated, not conducive to retail or activity based destinations and needs work.

Note: The attached LG & Landmark Construction bids pertain to just the exterior facade work. The Evanston Glass bid is separate and just reflects the cost for replacing the north storefront and creating one at the south end off the alley. The storefront expense is in addition to either the LG/Landmark estimate.

Also, there is roughly 51’ feet of frontage on Davis and roughly 119’ on Oak as it is a corner building. See the attached survey.

Provide a narrative of sustainability measures that will be employed in this project (500 words max)

Significant dollars will be spent on interior & exterior improvements beyond the estimates that are part of this application. The estimates submitted just reflect the exterior portion of the work that is to be performed. New high efficiency HVAC systems will be put in, a fire sprinkler system will be installed, cracked limestone & parapet walls replaced & repaired, etc. A new storefront will be put in on the north and south ends of the building and the windows along Oak will be replaced improving the energy efficiency compared to what is currently in place. Bow truss buildings are a rare breed and my intent is to update the building to today’s standards/expectations while exposing the beauty of the structure that has been hidden and neglected for too long.

Provide a narrative of how your proposed project will improve accessibility at your building (500 words max)

The reality is that this building has not generated any sales tax income or generated much activity for more than 35 plus years. So, I would say the building albeit accessible, hasn’t been that productive for the City. My hope is that this rehab will make the building more marketable and also productive by attracting users that will generate activity and tax revenue for the City. It has been vacant since it was purchased in August 2015.
"I certify that all of the information contained in this document, all statements, information, and exhibits that I am submitting for the property listed in this form under 'property information' is true and accurate and to the best of my knowledge. I certify that I have reviewed the Program Guidelines and Program Agreement form associated with the City of Evanston's Facade Improvement Program."

(Type name below for signature). *

Marty Cless

Date *

Monday, June 18, 2018
EXISTING SKYLIGHTS TO BE REMOVED AND ROOFING TO BE REPLACED WHERE NEEDED

EXISTING CHIMNEY TO BE REMOVED

EXISTING MECHANICAL TO BE REMOVED AND REPLACED WITH NEW UNITS.

NEW SKYLIGHTS TO BE ADDED

EXISTING STEEL TO REMAIN

NEW MECHANICAL PER MEP

TENANT WALLS BELOW EXISTING SKYLIGHT OPENING

TENANT WALLS BELOW
- New light fixtures
- New metal seam roof
- New coping where chimney was removed
- New skylights

- Replace flashing where needed at storefront windows
- Repair cracked stone headers
- Evaluate brick and replace where needed
- Evaluate stone and replace where needed
- Replace siding
- Evaluate brick and replace where needed
- Replace with new light fixtures
- Replace existing concrete to be replaced with new concrete for sidewalk
- Remove plywood from abandoned openings and infill with brick
- Remove existing chimney
- Remove existing overhead door; infill with brick where needed
- Remove existing door; infill with brick where needed
- Remove and replace existing mechanical units

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EXISTING GAS METER TO REMAIN

NEW SKYLIGHT

NEW LIGHT FIXTURE LOCATION

NEW MECHANICAL PER MEP

REPLACE FLASHING WHERE NEEDED
AT STOREFRONT WINDOWS

REPAIR CRACKED STONE HEADERS
EVAULATE BRICK AND REPLACE
WHERE NEEDED

REPLACE EXISTING WITH NEW LIGHT FIXTURES
REPLACE MISSING STONE
RETUCKING POINT AT WINDOW HEADS
EVALUATE AND REPLACE ANGLES

REPLACE EXISTING WITH NEW LIGHT FIXTURES
REPLACE MISSING STONE
RETUCKING POINT AT WINDOW HEADS
EVALUATE AND REPLACE ANGLES

EXISTING CHIMNEY TO BE REMOVED
EXISTING MECHANICAL UNITS TO BE REMOVED AND REPLACED

PRELIMINARY
NOT FOR CONSTRUCTION

DRAWN BY
CHECKED BY
PROJECT ARCH

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THESE DRAWINGS MAY HAVE BEEN REPRODUCED AT A SIZE DIFFERENT THAN ORIGINALLY DRAWN. OWNER AND ARCHITECT ASSUME NO RESPONSIBILITY FOR THE USE OF INCORRECT SCALE.

CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO PROCEEDING WITH CONSTRUCTION AND NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS. 

APPROVALS
MYEFSKI ARCHITECTS

CLIENT
NAME: MARTY CLESS
ADDRESS
CONTACT:
PHONE:
EMAIL:

PROJECT MANAGER
NAME
ADDRESS
CONTACT:
PHONE:
EMAIL:

ARCHITECT
MYEFSKI ARCHITECTS
400 NORTH MICHIGAN AVENUE, SUITE 400
CHICAGO, IL 60611
CONTACT:
PHONE: 312.763.2400
EMAIL:

MEP ENGINEER
NAME
ADDRESS
CONTACT:
PHONE:
EMAIL:

STRUCTURAL ENGINEER
NAME
ADDRESS
CONTACT:
PHONE:
EMAIL:

1030 Davis Renovation
1030 DAVIS ST.

SCALE:  1/4" = 1'-0"

PROPOSED WEST ELEVATION

SCALE:  1/4" = 1'-0"

WEST DEMO ELEVATION

PROPOSED ELEVATION

SCALE:  1/4" = 1'-0"
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<thead>
<tr>
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<th>Façade Work</th>
<th>Notes</th>
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<tbody>
<tr>
<td>01001</td>
<td>Evanston Street Closure Permits</td>
<td>850.00</td>
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<tr>
<td>01002</td>
<td>Environmental Abatement &amp; Remediation</td>
<td>None Included</td>
<td></td>
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<tr>
<td>01101</td>
<td>Temp. Office Supplies / Blueprints</td>
<td>50.00</td>
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<tr>
<td>01102</td>
<td>Temporary Project Signage</td>
<td>-</td>
<td></td>
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<tr>
<td>01103</td>
<td>Temp. Site Protection, Toilets, Security</td>
<td>100.00</td>
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<tr>
<td>01104</td>
<td>Dumpsters</td>
<td>450.00</td>
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<tr>
<td>01303</td>
<td>Temporary Electrical</td>
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<td>01502</td>
<td>Temporary Building Enclosures</td>
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<tr>
<td>01504</td>
<td>Site Safety Equipment &amp; Materials</td>
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<td>01801</td>
<td>General Labor</td>
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<td>Project Management</td>
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<td>01901</td>
<td>Site Supervision</td>
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<td><strong>Total</strong></td>
<td><strong>3,110.00</strong></td>
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<td></td>
<td><strong>Division 2</strong> Site Construction</td>
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<tr>
<td>02050</td>
<td>Ceiling Demolition</td>
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<tr>
<td>02700</td>
<td>Walls, Floor &amp; Rooftop Item Demolition</td>
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<tr>
<td>02701</td>
<td>Roof Demolition</td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>-</strong></td>
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</tr>
<tr>
<td></td>
<td><strong>Division 3</strong> Concrete</td>
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<td></td>
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<tr>
<td>03100</td>
<td>Concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>03102</td>
<td>Concrete Sidewalk &amp; Curb</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>-</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Division 4</strong> Masonry</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Includes acid washing of three (3) sides of building, grinding & tuckpointing all existing cracks in the limestone & brick and **REPAIRING** all existing limestone in bad condition. On the West side includes replacing the existing (14) lintels with self-adhesive flashing & drip cords. On South side includes infill windows as shown on the drawings.

<table>
<thead>
<tr>
<th>Division</th>
<th>Category</th>
<th>Item</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
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<td>04200 Masonry</td>
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<td>$28,200.00</td>
</tr>
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</table>

| Division  | Metals                 | 05500 Structural Steel |          |      | - |

| Division  | Wood + Plastics        | 06100 Rough Carpentry |          |      | - |
| Division  |                        | 06150 Trim Carpentry  |          |      | - |
| Division  |                        | 06151 Bow Truss Repair |        |      | - |

| Division  | Thermal + Moisture Protection | 07200 Fire Caulking |          |      | - |
| Division  |                                | 07200 Batt & Rigid Insulation |          |      | - |
| Division  |                                | 07201 Spray Insulation |          |      | - |
| Division  |                                | 07202 Roof Sheathing |          |      | - |
| Division  |                                | 07301 Roof Membrane  |          |      | - |

| Division  | Windows + Doors        | 08200 Doors & Hardware |          |      | - |
| Division  |                                | 08201 Doors & Hardware Install |   |      | - |
| Division  |                                | 08202 Rolling Doors   |          |      | - |
| Division  |                                | 08203 Skylight        |          |      | - |

| Division  | Finishes               | 09250 Drywall Assemblies |          |      | - |
| Division  |                                | 09251 Strip Finish on Bow Trusses |   |      | - |
| Division  |                                | 09600 Painting        |          |      | - |

| Total     |                        |                      |          |      | $28,200.00 |

600 of 620
<table>
<thead>
<tr>
<th>Division</th>
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<th>Subtotal</th>
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<td></td>
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<tr>
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<td>Equipment</td>
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<td>15450</td>
<td>Sewer &amp; Water Services</td>
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<td>15450</td>
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<td>16051</td>
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<td>16300</td>
<td>Fire Alarm</td>
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<td>16500</td>
<td>Lighting</td>
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<td>Contractor Fee</td>
<td>5.00% $</td>
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<tr>
<td>Contingency</td>
<td>5.00% $</td>
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<td>$ 34,910.65</td>
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Marty Cless  
1034 Davis  
 Evanston, IL 60201

---

**Estimate**

**Date** 6/18/2018  
**Estimate #** 19

Evanston Glass and Mirror  
2903 Central Street  
Evanston, IL 60201  
Phone: 847 328 2200

---

<table>
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<tr>
<th>P.O. No.</th>
<th>Due Date</th>
<th>Customer Phone</th>
<th>Project</th>
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<tbody>
<tr>
<td>6/18/2018</td>
<td>847 436 1144</td>
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<td>Store Front Win...</td>
<td>Store Front Window replacement including all glass, installation labor and hardware.</td>
<td>1</td>
<td>30,000.00</td>
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**NOTE:** 40% Deposit required prior to ordering glass, balance on completion.

Sales Tax ...  
$1,950.00

Total  
$31,950.00

*This quotation is for goods and services named. Please review carefully for accuracy. Any changes must be made and submitted to Evanston Glass in writing. If necessary a new quotation will be provided.

To accept this quotation please sign and return:
1030 Davis Street Evanston
Preliminary Project Budget
5/11/18

Façade Renovation

<table>
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<th>Description</th>
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<tr>
<td>General Conditions</td>
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<tr>
<td>Permits &amp; Fees</td>
<td>By Owner</td>
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<tr>
<td>Masonry</td>
<td>$ 14,500</td>
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<tr>
<td>Tuckpointing</td>
<td>$ 7,500</td>
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<tr>
<td>Aluminum Storefront</td>
<td>$ 9,500</td>
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<tr>
<td>Light Fixtures</td>
<td>$ 3,000</td>
</tr>
</tbody>
</table>

Subtotal: $ 36,500
Insurance: $ 300
GC Fee: $ 3,100
Contingency: $ 2,100

Façade Budget Total: $ 42,000
## 2018 Storefront Modernization Program [#36]

**Wufoo** &lt;no-reply@wufoo.com&gt;  
[Reply-To: greg@goss-group.com]  
[To: cplante@cityofevanston.org]

**6/21/2018 CITY OF EVANSTON Mail - 2018 Storefront Modernization Program [#36]**

<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
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<tbody>
<tr>
<td><strong>Property Address</strong></td>
<td>1854 Sherman Ave.</td>
</tr>
<tr>
<td><strong>Property PIN</strong></td>
<td>xxxxxxxxxxxxxxx</td>
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<tr>
<td><strong>Year Property was constructed</strong></td>
<td>1925</td>
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<tr>
<td><strong>Length of store frontage (feet):</strong></td>
<td>5</td>
</tr>
<tr>
<td><strong>Is this property a historic landmark?</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>Applicant Name:</strong></td>
<td>Gregory Goss</td>
</tr>
<tr>
<td><strong>Applicant Address:</strong></td>
<td>3008 Central Street / Suite 200</td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td><a href="mailto:greg@goss-group.com">greg@goss-group.com</a></td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
<td>(847) 456-8744</td>
</tr>
<tr>
<td><strong>Name of business (if applicable):</strong></td>
<td>Goss Group Architects</td>
</tr>
<tr>
<td><strong>Applicant is:</strong></td>
<td>Tenant</td>
</tr>
<tr>
<td><strong>Name(s) of business(es):</strong></td>
<td>Connections Health</td>
</tr>
<tr>
<td><strong>Business Owner Name(s):</strong></td>
<td>Steve Rosen</td>
</tr>
<tr>
<td><strong>Date of lease expiration (if applicable):</strong></td>
<td>2018</td>
</tr>
<tr>
<td><strong>How many years has the business been at this location?</strong></td>
<td>New Tenant</td>
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<tr>
<td><strong>Provide a description of the ground floor business(es) at this location (500 words max).</strong></td>
<td>Lou Malnatis Pizzeria</td>
</tr>
<tr>
<td><strong>Property Owner Name:</strong></td>
<td>Malnati Sherman, LLC</td>
</tr>
<tr>
<td><strong>Property Owner Address:</strong></td>
<td>1850 Sherman AVE</td>
</tr>
<tr>
<td><strong>Property Owner Phone Number:</strong></td>
<td>(847) 562-1814</td>
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<tr>
<td><strong>Property Owner Email:</strong></td>
<td><a href="mailto:scohen@loumalnatis.com">scohen@loumalnatis.com</a></td>
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<tr>
<td><strong>Is the property currently for sale?</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>What type(s) of improvements are you planning to make? (check all that apply)</strong></td>
<td>- Signage/awnings</td>
</tr>
<tr>
<td><strong>Provide a narrative of your proposed</strong></td>
<td>Furnish and install new awning with address graphics at grade level</td>
</tr>
</tbody>
</table>

https://mail.google.com/mail/u/0?ik=2e1c0d87b2&view=pt&search=all&permmsgid=msg-f%3A1603835464657921326&simple=msg-f%3A1603835464657921326
project. Include information on portions of the building that will be improved and what particular work activities will be completed. (500 words max) *

over existing entrance to second floor office suites.

Modify concrete stoop to decrease 9" threshold step-up with 4.5" split in half for new landing with precast planter box to define entry.

Building Department has approved modifications.

Provide a narrative of how your proposed project will improve accessibility at your building (500 words max)

Protect pedestrian entry and exiting property from bad weather conditions while providing second floor tenant business with curb appeal and identification.

"I certify that all of the information contained in this document, all statements, information, and exhibits that I am submitting for the property listed in this form under ‘property information’ is true and accurate and to the best of my knowledge. I certify that I have reviewed the Program Guidelines and Program Agreement form associated with the City of Evanston's Facade Improvement Program."

(Type name below for signature). *

Gregory Goss

Date *

Wednesday, June 20, 2018
PROPOSED ENTRY FOR CONNECTIONS HEALTH

AWNING: TRADITIONAL STYLE STATIONARY AWNING W/OPEN-END WINGS AND NO VALANCE

AWNING FABRIC: SUNBRELLA COLOR #4608 BLACK

GRAPHICS: WHITE APPLIED 8” BLOCK-STYLE ADDRESS NUMBERS

CONCRETE STOOP: 82”W X 44”D X 4”H

WITH PRECAST PLANTER BOX
20”W X 44”D X 24”H – FIXED LOCATION

GOSS GROUP, INC.
3008 CENTRAL AVENUE
SUITE 200
EVANSTON, ILLINOIS 60201
TEL. 847.475.1350
Cindy –

There are several bids attached to this PDF including:

- M&K CONTRACTORS – CONCRETE $3,200.00
- GBG CONSTRUCTION – CONCRETE $3,850.00
- Micco Enterprises Inc. – CONCRETE $4,300.00

Plus

- M&K CONTRACTORS – LIMESTONE PLANTER BOX $11,007.00
- DAWN Enterprises – PRECAST CONC PLANTER BOX $1,025.00 + Installation

And

- Evanston Awning $480.00
- CometNeon Awning $650.00

The total project costs will be $4705.00 plus 15% contractor fees = $5,410.00

Thank you for your assistance.

Greg/

Gregory Goss
The Goss Group, Inc.
in-architecture

greg@goss-group.com

3008 Central Street
suite 200
Evanston, IL 60201
CELL: 847.456.8744
ph. 847.475.1350
From: Cindy Plante <cplante@cityofevanston.org>
Sent: Friday, June 22, 2018 8:49 AM
To: Greg Goss <greg@goss-group.com>
Subject: Re: 1854 Sherman MODERNIZATION STOREFRONT

[Quoted text hidden]

3 attachments

- Bid Proposals for Concrete at Entry - 1854 Sherman - Connections Health Project.pdf 190K
- Est_13227_from_Dawn_Enterprises_LLC_904.pdf 108K
- CometNeon Awning.pdf 166K
PROPOSAL

1 Traditional style stationary awning with open end wings and no valance, manufactured complete and installed on the building. Frame made of welded 1” square and ½” round galvanized steel silver tubing, with the welds ground, primed and painted black. Using Sunbrella, non-fire-retardant awning fabric, #4608, Black, with the fabric attached to the frame using the lace-on fabric attachment method.

Size: 4’6” w x 3’6” h x 3’0” out 435.00

Graphics to be white applied block style numbers on the front valance of the awning to read:

1854 45.00 $480.00

-Any or all lettering/logos require an electronic file formatted as .eps or .ai or .pdf file. Artwork set-up and/or clean-up fees may apply at $75.00/hour.

-Permit to be obtained by customer at no cost to Evanston Awning Co., prior to production or installation.

-Prior to our receipt of the full contract with 50% deposit, fabric samples and shop drawings (limit of (2) revisions) will be provided for owners approval and city permits upon our receipt of a 10% drawing deposit ($100.00 minimum), which is non-refundable but applicable to the full contract once all approvals are received.

-Installation to be determined, weather permitting, upon our receipt of the signed contract, 50% deposit of the total order and fabric color selections. The balance is due on installation. This proposal becomes a bona fide contract when signed and returned.

Thank you,
George Schaefer, CPP, Sales Manager

Please proceed with the order described above. I grant Evanston Awning Co. a security interest in this merchandise until paid, unless prohibited by law.

Signed___________________________________________________________Date_______________

Enclosed is my check for 50% deposit in the amount of $ ________________ or please charge my credit card (VISA, MasterCard or Discover) with the understanding that there will be a 3% convenience fee for charges over $1000.00 added to the contract amount. Credit card type ________________

Acct # ________________________________3# Security code __________ Exp. __________

Credit card billing address # and zip code ________________________________
Fabrication only. $650. Built to tour specs provided. (no sit survey, no install)

---

**Heritage Montes**
Sales & Project Manager.

Comet Neon Inc.
1120 N. Ridge Ave Lombard IL 60148
Cell 773 750 1217
Office 630 656 1085
Fax 630 656 1088
awnings@cometneon.com
www.cometneon.com

Like and review us.

---

**From:** Greg Goss <greg@goss-group.com>
**Sent:** Friday, June 22, 2018 10:19 AM
**To:** Heron Montes
**Subject:** FW: 1854 Sherman AWNING PROPOSAL

Is it possible to get your proposal today......

Thanks.

Greg/
275 Progress Drive, Suite B
Manchester, CT 06042

Phone: 860-646-8200 / Toll Free: 800-262-3296
Fax#: 860-647-0580
Web: www.godawn.com

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<td>700.00T</td>
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<td>SH 100</td>
<td>Shipping and Handling (does not include offloading, placement or installation)</td>
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<td>325.00</td>
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QUOTE VALID FOR 30 DAYS, SUBJECT TO RE-EVALUATION THEREAFTER

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<td>Sales Tax (0.0%)</td>
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<td>Total</td>
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PROPOSAL

June 18, 2018

Greg Goss
Goss Group
1740 Ridge Avenue
Suite 200 B
Evanston, Illinois 60201

Re: Entry Concrete Proposal
Connections Health Project
1854 Sherman
Evanston, IL 60201

We herein submit a Proposal for Entry Concrete, per a recent site visit, as follows:

Sawcut, remove and replace existing approximately 4’ x 6’ cracked sidewalk area, including excavation & gravel fill, adjacent to existing stoop. Pour new 4” high concrete stoop as a step-up to cut in almost half the existing 9” stoop - that is too high - leading to the entry door threshold.

The aforementioned scope of Entry Concrete work is at the following cost:
Add Amount of $3,200.00 (Three Thousand and Two Hundred Dollars and Zero Cents.)

Thank you for the opportunity to quote your work.

Please contact me with any questions at 847-409-2390.

M & K Contractors, Inc.

Approved by: ____________________________

Michael D. McKay – President

Dated: ____________________________
Micco Enterprises Inc.
2270 S. Westwood Lane
Palatine, IL 60067
847-409-2390

BID PROPOSAL

June 13, 2018

Greg Goss
Goss Group
1740 Ridge Avenue
Suite 200 B
Evanston, IL 60201

CONCRETE BID PROPOSAL - ENTRY
CONNECTIONS HEALTH
1854 SHERMAN
EVANSTON, ILLINOIS 60201

This bid proposal for entry concrete at Connections Health is as follows: Demolish sidewalk, including sawcutting, removal and replacement of existing 4’ x 6’ concrete sidewalk, excavation and fill, near existing stoop. New concrete stoop 4” high as a step up to 9” high existing stoop at base of entry door.

All of the specified work for the cost of: $4,300.00. (Four Thousand Three Hundred Dollars.)

Micco Enterprises Inc.
GBG CONSTRUCTION  
15 WARHAM LANE  
SCHAUMBURG, IL 60193  
PHONE: 708-807-5001

BID PROPOSAL

June 19, 2018

Greg Goss  
Goss Group  
1740 Ridge Avenue  
Suite 200 B  
Evanston, IL 60201  

Re: CONCRETE AT ENTRY BID PROPOSAL  
CONNECTIONS HEALTH PROJECT  
1854 SHERMAN STREET  
EVANSTON, IL 60201

Our bid proposal for concrete at the entry is as follows: Demolition - including sawcutting, removing and replacing - existing 4’ x 6’ concrete sidewalk, with excavating and stone fill, next to existing stoop. New concrete stoop 4’ above grade as step up to 9” high existing stoop at bottom of entry door.

Scope of work indicated above is at the cost of: $3,850.00.

GBG Construction
CHANGE ORDER PROPOSAL

June 5, 2018

Steve Rosen
Connections Health
1854 Sherman Street
Evanston, Illinois 60201
Phone:

Re: Planter Box at Entry Change Order Proposal

We herein submit a Change Order Proposal for added costs related to the Planter Box at the Entry, as follows: Furnish, install and set in place at entry limestone Planter Box with mitered joints. Gray color sample of limestone Planter Box to be submitted for approval to match the existing Building Limestone. The dimensions of the Planter Box are as follows: Height: 24”. Length: 24”. Width: 20”. Thickness: 2 ¼”.

Attached to this proposal is a Drawing including an Elevation and a Top View Plan of the Planter Box. Also attached to this proposal is a sample of the gray color Indiana Limestone for the Planter Box. As noted, the gray color Indiana Limestone varies from a light silvery gray to shades of bluish gray.

Additional amount of $11,007.00 for the Planter Box.

Thank you for the opportunity to quote your work.

Please contact me with any questions at 847-409-2390.

M & K Contractors, Inc.

Approved by:

[Signature]

Michael D. McKay – President

Dated: ____________________________
Planter box