CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LOTTAINE H. MORTON CIVIC CENTER
JAMES C. LYTHE COUNCIL CHAMBERS
Monday, September 17, 2018

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

ORDER OF BUSINESS

(I) Roll Call – Begin with Alderman Suffredin

(II) Mayor Public Announcements
    Delta Chi Omega Chapter of Alpha Kappa Alpha Sorority, Inc. –
    70th Anniversary
    National Preparedness Month - September 2018
    Warren "Billy" Cherry Scholarship Fund - 25th Anniversary
    National Diaper Need Awareness Week - September 24-30, 2018

(III) City Manager Public Announcements
    Lincoln Street Beach Update

(IV) Communications: City Clerk

(V) Public Comment

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

SPECIAL ORDERS OF BUSINESS

(SP1) Proposed Fiscal Year 2019 Budget Updates
Staff will present City Council with updates related to Priority Based Budgeting & the Fiscal Year 2019 Proposed Budget, including an overview of options for the City of Evanston’s parking system and an update on the Social Services Working Group.

For Discussion

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

CONSENT AGENDA

(M1) Approval of Minutes of the Regular City Council Meetings of July 23, 2018 (Amended) and August 13, 2018.

For Action

ADMINISTRATION & PUBLIC WORKS COMMITTEE

Payroll – August 6, 2018 through August 19, 2018 $ 3,094,412.31
Payroll – August 20, 2018 through September 9, 2018 $ 2,872,580.11

For Action

(A2) Bills List – September 11, 2018 $ 9,757,054.09

For Action

(A3) Contract with Thelen Materials, LLC for 2018 Leaf Hauling/Disposal Season
Staff recommends City Council authorize the City Manager to execute a one-year contract for leaf hauling/disposal with Thelen Materials, LLC (28957 W. IL Route 173 Antioch, IL 60002) in the not to exceed amount of $40,000. Funding will be from the Street Maintenance-Residential Debris/Removal Costs fund (Account 100.40.4510.62415), with a FY18 Budget of $45,000 and a YTD balance of $40,000.

For Action
(A4) **Change Order No. 3 to the Agreement for the Treated Water Storage Replacement Project Engineering Services with CDM Smith**

Staff recommends that City Council authorize the City Manager to execute Change Order No. 3 to the agreement for the Treated Water Storage Replacement Project Engineering Services (15-55) to CDM Smith (125 South Wacker Drive, Suite 600, Chicago, IL) in the amount of $22,040.00. This will increase the total contract amount from the current contract price of $1,328,730.00 to $1,350,770.00. Funding will be from the Water Fund, Capital Improvement Account 513.71.7330.62145 -733107, which has an FY 2018 budget allocation of $12,500,000. See corresponding transmittal memorandum for further details on funding.

**For Action**

(A5) **Change Order No. 2 to the Contract for the 2018 50/50 Sidewalk Replacement Project with Schroeder & Schroeder Inc.**

Staff recommends that City Council authorize the City Manager to execute Change Order No. 2 to the contract for the 2018 50/50 Sidewalk Replacement Project (Bid No. 18-14) with Schroeder & Schroeder Inc. (7306 Central Park Avenue, Skokie, IL 60076) in the amount of $10,085.00. Change Order No. 1 increased the contract amount from $211,000.00 to $227,792.00. Proposed Change Order No. 2 will increase the contract amount to $237,877.00. Funding for this work will be from the Dodge Avenue Bus Stop Pilot Fund (Account 415.40.4118.65515 – 418013), which has $50,000 budgeted in 2018.

**For Action**

(A6) **One-Year Contract Extension for Purchase of Rock Salt from Morton Salt Company**

Staff recommends City Council authorize the City Manager to execute a one-year contract extension for the purchase of up to 7,500 tons of rock salt from Morton Salt Company (123 N. Wacker Drive, Chicago, IL) at a cost of $64.21 per ton, for a winter season (2018/19) total of $481,575. Funding for this purchase will be provided from the Snow and Ice Control Fund (Account 100.40.4550.65015), which has a budget of $331,095 and a YTD balance of $16,195. Staff anticipates needing to spend the remainder of the balance in FY2018 which will come from the 2017/18 Rock Salt Purchase Order. Staff will request a FY2019 budget allocation of $465,380 for the purchase of the remaining tons needed to complete the 7,500 tons of salt.

**For Action**
(A7) Emergency Single-Source Agreement with Johnson Controls for Replacement of Fire Panels/Devices at the Lorraine H. Morton Civic Center

Staff recommends City Council authorize the City Manager to execute an emergency, single-source agreement for the replacement of the existing fire panels and system devices at the Lorraine H. Morton Civic Center with Johnson Controls (91 N. Mitchell Court, Addison, IL) in the amount of $108,497.00. Funding will be from the CIP 2018 General Obligation Bond. Funding is available in the 2018 Facilities Contingency (Account 415.40.4118.65515 - 618028), which was budgeted at $275,000 and has $272,162.10 remaining.

For Action

(A8) Sidewalk Café – Tag’s Cafe

Staff recommends City Council approval of first-time application for a sidewalk café permit for Tag’s Cafe, a Type 2 restaurant located at 2012 Central Street. The sidewalk café will consist of three tables with two seats each for a seating capacity of six, and will operate daily from 6:30 a.m. - 4:00 p.m.

For Action

(A9) Sole Source Purchase of Cisco SmartNet Software from CDW

Staff recommends City Council authorize the sole source purchase of Cisco SmartNet networking licenses and software from CDW (120 S.Riverside, Chicago, IL 60606) in the amount of $47,509.25. This contract provides support for the City’s essential computer networking system and covers the period September 15, 2018 through September 15, 2019. CDW is the current State Bid Contract provider for these services as of September 2018. Funding is provided by the IT Division, Computer Licensing and Support Fund (Account 100.19.1932.62340), which has a total budget of $500,000 and a YTD balance of $125,700.65. This is a 13% reduction from the previous agreement.

For Action

(A10) Contract with Target Solutions for a Learning Management Software System

Staff recommends City Council authorize the City Manager to enter into a two-year contract with Target Solutions (10805 Rancho Bernardo Road, Suite 200, San Diego, CA 92127-5703) for a Learning Management Software (LMS) system at an annual rate of $31,525. The contract term begins December 31, 2018 and the software provides required OSHA safety and other critical training for Police, Fire and non-sworn City employees. The Fire Department is already using Target Solutions and staff was able to negotiate a lower renewal rate for the Fire Department. Funding will be from four accounts. A detailed breakdown can be found on the corresponding transmittal memorandum. Access to the software will be complimentary from now until the contract term start date.

For Action
(A11) **Purchase of Three Divvy Stations from Motivate International Inc.**

The Transportation & Parking Committee and staff recommend approval for the purchase of three (3) Divvy stations from Motivate International Inc. in the amount of $33,991.96. This purchase is proposed to be made utilizing funds that are within the approved budget for Divvy operating expenses for FY2018. Funding will be from the Parking Fund- Divvy Operating Expenses (Account 505.19.7005.62603), which has a FY2018 budget of $304,000 and a YTD balance of $194,390.94. Staff anticipates that the FY2018 Divvy expenses will be $125,000.00.

**For Action**

(A12) **Thirty-Six Month Contract Extension with Motivate International Inc. to Continue Operation of Divvy Bicycle Sharing System**

The Transportation & Parking Committee and staff recommend the City Council authorize the City Manager to negotiate and execute a 36 month extension with Motivate International Inc. (“Motivate”) to continue to operate the Divvy bicycle sharing system in Evanston. This is a second partial extension of one of two 5 year extensions contemplated in the Operator Agreement between the City and Motivate. Staff anticipates the FY2019 budgeted amount for Divvy expenses will be cost neutral.

**For Action**

(A13) **Resolution 67-R-18, Memorandum of Understanding with the City of Chicago Department of Transportation to Seek Approval to Share Revenue in the Divvy Sponsorship Agreement**

The Transportation & Parking Committee and staff recommend City Council adopt Resolution 67-R-18, authorizing the City Manager to negotiate and execute a Memorandum of Understanding with the City of Chicago for a joint advertisement agreement for sponsorship of all Divvy bicycles, with Evanston receiving a pro rata share based on the number of bicycles in the Evanston Divvy system.

**For Action**

(A14) **Resolution 69-R-18, Authorizing a Lease Renewal Agreement with Impact Behavioral Health Partners for Office Space at the Civic Center**

Staff recommends City Council adoption of Resolution 69-R-18 authorizing the City Manager to negotiate the lease of office space with Impact Behavioral Health Partners (Impact) for 24 months for 2,940 square feet of space on the ground floor of the Civic Center (Suite G310 to G651), including eleven (11) telephone lines and telephones, at the rate of $3,362.00 per month. Impact will be responsible for payment of all remaining utilities.

**For Action**
(A15) **Resolution 62-R-18, Agreement with Hoffman House Catering for Senior Meal Food Programs**

Staff recommends City Council adoption of Resolution 62-R-18 authorizing the City Manager to execute renewal contract with Hoffman House Catering (1530 Hubbard Ave., Batavia, IL) to provide a senior meal congregate program at the Levy Senior Center and Fleetwood-Jourdain Community Center for a period of October 1, 2018 through September 30, 2019 in the not-to-exceed amount of $4.80 per lunch meal. Total meal program contract value is projected at $43,543.00 (dependent upon the number of lunches served and varies depending on the levels of participation). The program will be reimbursed through a grant from Age Options, the regional coordinator of federal funds dispersed for programs in the Older Americans Act and donations received from attendees at the meal program.

**For Action**

(A16) **Resolution 59-R-18, Approving Intergovernmental Agreement for Use of the Village of Winnetka’s Fire Training Tower**

Staff recommends that the City Council adopt Resolution 59-R-18 authorizing the City Manager to execute an inter-governmental agreement with the Village of Winnetka for the limited use of their training tower for Evanston Fire Department community engagement programs.

**For Action**

(A17) **Resolution 70-R-18, Grant Application for State Funding through the Open Space Land Acquisition and Development Grant Program for the Harbert Park Renovation Project**

Staff recommends approval of Resolution 70-R-18 authorizing the City Manager to Sign a Resolution of Authorization as part of an Open Space and Land Acquisition and Development (OSLAD) grant application to the Illinois Department of Natural Resources for the Harbert Park Renovations Project. Although the City has been a past recipient of the OSLAD grant, this is the first time in several years that the grant program has been accepting applications. If awarded, funding for this project will be from a variety of funding sources already proposed for Harbert Park Improvements in the 2019 budget, including 2018 Good Neighbor Funds, the Neighborhood Improvement Reserve Fund, and the 2019 General Obligation Bonds.

**For Action**
(A18) **Resolution 66-R-18, Easement Agreement with Northwestern University for Replacement of Underground Water Storage Reservoir at Lincoln Street and Campus Drive**
Staff recommends City Council adoption of Resolution 66-R-18 authorizing the City Manager to execute an easement agreement with Northwestern University to provide for a temporary construction easement for the removal of the existing reservoir and installation of the new reservoir. The easement agreement also establishes a long term easement agreement between the parties for the underground reservoir to be located below Northwestern University property.

**For Action**

(A19) **Ordinance 98-O-18, Amending City Code Section 7-2-6(D), “Sidewalk Cafes,” Allowing Class K Liquor Licensees Sidewalk Cafes**
City staff submits to City Council for consideration Ordinance 98-O-18 which amends the City Code to permit sidewalk cafes at business establishments that hold Class K liquor licenses.

Alderman Revelle recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council.

**For Introduction and Action**

(A20) **Ordinance 85-O-18, Decreasing the Number of Class C Liquor Licenses for Bat 17 located at 1709 Benson Avenue**
Staff recommends City Council adoption of Ordinance 85-O-18, amending Evanston City Code Subsection 3-4-6-(C) to decrease the number of Class C Liquor Licenses from twenty-four (24) to twenty-three (23). Alderman Fiske recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.

**For Introduction and Action**

(A21) **Ordinance 86-O-18, Increasing the Number of Class C Liquor Licenses for Tereneo 3634, LLC d/b/a Bat 17 located at 1709 Benson Avenue**
Local Liquor Commissioner recommends City Council adoption of Ordinance 86-O-18, amending Evanston City Code Subsection 3-4-6-(C) to increase the number of Class C Liquor Licenses from twenty-three (23) to twenty-four (24) and permit issuance of a Class C license to Tereneo 3634, LLC d/b/a Bat 17, located at 1709 Benson Avenue. Alderman Fiske recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.

**For Introduction and Action**
Ordinance 87-O-18, Decreasing the Number of Class R Liquor Licenses for Sodexo America, LLC d/b/a Northwestern University – Norris Center located at 1999 Campus Drive
Staff recommends City Council adoption of Ordinance 87-O-18, amending Evanston City Code Subsection 3-4-6-(R) to decrease the number of Class R Liquor Licenses from three (3) to two (2). Sodexo America, LLC d/b/a Northwestern University – Norris Center has closed. Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.
For Introduction and Action

Ordinance 88-O-18, Increasing the Number of Class R Liquor Licenses for Compass Group USA, Inc. d/b/a Chartwell’s - Northwestern University Norris Center located at 1999 Campus Drive
Local Liquor Commissioner recommends City Council adoption of Ordinance 88-O-18, amending Evanston City Code Subsection 3-4-6-(R) to increase the number of Class R Liquor Licenses from two (2) to three (3) and permit issuance of a Class R license to Compass Group USA, Inc. d/b/a Chartwell’s - Northwestern University Norris Center located at 1999 Campus Drive. Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.
For Introduction and Action

Ordinance 89-O-18, Decreasing the Number of Class T Liquor Licenses for Sodexo America, LLC d/b/a Sodexo America located at 1501 Central Street
Staff recommends City Council adoption of Ordinance 89-O-18, amending Evanston City Code Subsection 3-4-6-(T) to decrease the number of Class T Liquor Licenses from three (3) to two (2). Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.
For Introduction and Action

Ordinance 90-O-18, Increasing the Number of Class T Liquor Licenses for Compass Group USA, Inc., d/b/a Chartwell’s located at 1999 Campus Drive
Local Liquor Commissioner recommends City Council adoption of Ordinance 90-O-18, amending Evanston City Code Subsection 3-4-6-(T) to increase the number of Class T Liquor Licenses from two (2) to three (3) and permit issuance of a Class T license to Compass Group USA, Inc., d/b/a Chartwell’s located at 1999 Campus Drive. Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.
For Introduction and Action
(A26) **Ordinance 91-O-18, Increasing the Number of Class T Liquor Licenses for Levy Premium Foodservice Limited Partnership, d/b/a Levy at Ryan Fieldhouse and Walter Athletics Center located at 2255 Campus Drive**

Local Liquor Commissioner recommends City Council adoption of Ordinance 91-O-18, amending Evanston City Code Subsection 3-4-6-(T) to increase the number of Class T Liquor Licenses from three (3) to four (4) and permit issuance of a Class T license to Levy Premium Foodservice Limited Partnership, d/b/a Levy at Ryan Fieldhouse and Walter Athletics Center located at 2255 Campus Drive. **Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.**

For Introduction and Action

(A27) **Ordinance 95-O-18, Increasing the Number of Class D Liquor Licenses for Union Squared Evanston located at 1307 Chicago Avenue**

Staff recommends City Council adoption of Ordinance 95-O-18, amending Evanston City Code Subsection 3-4-6-(D) to increase the number of authorized Class D liquor licenses from fifty (50) to fifty-one (51). **Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council.**

For Introduction and Action

(A28) **Ordinance 96-O-18, Decreasing the Number of Class A Liquor Licenses for Union Squared Evanston located at 1307 Chicago Ave.**

Staff recommends City Council adoption of Ordinance 96-O-18 amending Evanston City Code of 2012 Subsection 3-4-6-(A), as amended, to decrease the number of authorized Class A liquor licenses from one (1) to zero (0). **Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council.**

For Introduction and Action

(A29) **Ordinance 97-O-18, Increasing the Number of Class T Liquor Licenses for L3 Evanston, LLC, d/b/a Next of Kinship located at 1603 Orrington Avenue**

Local Liquor Commissioner recommends City Council adoption of Ordinance 97-O-18, amending Evanston City Code Subsection 3-4-6-(T) to increase the number of Class T Liquor Licenses from four (4) to five (5) and permit issuance of a Class T license to L3 Evanston, LLC, d/b/a Next of Kinship located at 1603 Orrington Avenue. **Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.**

For Introduction and Action
(A30) **Ordinance 109-O-18, Allowing Extended Hours of Alcohol Service for Z-1 and Z-2 Liquor License Holders through City Council Approval**

Local Liquor Commissioner recommends City Council adoption of Ordinance 109-O-18, amending Evanston City Code Subsection 3-4-6(Z-1) and 3-4-6(Z-2), to allow for extended hours of alcohol service for Z-1 and Z-2 liquor license holders through City Council approval. **Alderman Revelle recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.**

For Introduction and Action

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(A31) **Extended Alcohol Service for One-Day Events - Levy Premium Foodservice**

Staff submits for City Council approval a request to extend alcohol service hours for one-day liquor events taking place at 1501 Central Street (“Levy Premium Foodservice”), on September 8, 2018, September 29, 2018, October 13, 2018, October 27, 2018, November 3, 2018, and November 24, 2018 to accommodate game day events during the Northwestern University football season.

For Action

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(A32) **Ordinance 99-O-18, Amending Class K Liquor License to Decrease the Permitted Volume of Wine for Off Premise Consumption, Permit Alcoholic Spirit Tasting, and Increase the Permitted Volume of Beer for Consumption Onsite**

Local Liquor Commissioner recommends City Council adoption of Ordinance 99-O-18, amending Evanston City Code Subsection 3-4-6-(K) to decrease the permitted volume of wine for off premise consumption, permit alcoholic spirit tasting, and increase the permitted volume of beer for onsite consumption. **Alderman Revelle recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council.**

For Introduction and Action

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(A33) **Ordinance 101-O-18, Amending the Class U Liquor License Permitted Hours of Sale of Alcoholic Liquor and Eliminating the Restriction of the Sale of Alcohol to the Lobby**

Local Liquor Commissioner recommends City Council adoption of Ordinance 101-O-18, amending Evanston City Code Subsection 3-4-6-(U) to amend the permitted hours of sale of alcoholic liquor and eliminating the restriction of the sale of alcohol to the lobby. This Ordinance will permit Class U licensees to sell alcoholic liquor two hours prior to any performance, during intermission, and two hours after the end of any performance. **Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.**

For Introduction and Action
(A34) **Ordinance 100-O-18, Proposed Modifications to City Code Section 10-11-6, Schedule VI; Snow Routes and Snow Emergency Regulations Contained in Section 10-4-13**

Staff recommends that City Council adopt Ordinance 100-O-18, amending City Code 10-4-13 (C), Snow Emergency, and the designated Snow Routes in Section 10-11-6, Schedule VI. The majority of the proposed modifications will make the City Code consistent with the current snow route map, existing snow route sign postings and staff’s current operations during snow events thereby improving snow removal operations and towing/parking bans associated with declared snow emergencies.

*For Introduction*

(A35) **Ordinance 40-O-17, Amending City Code Section 7-12-4-2, Lead Service Line Replacement Program**

Staff recommends that City Council adopt Ordinance 40-O-17, amending City Code Section 7-12-4-2, Installation and Maintenance of Service Pipe from Tap to Fixtures. The proposed amendment would promote the replacement of lead water service lines by residential property owners. Ordinance 40-O-17 was introduced on April 24, 2017 but never returned to City Council for adoption. Staff was not aware the Ordinance was never adopted and has been offering loans to property owner on streets where water mains are being replaced since 2017. Funding for the lead water service abatement program is from the Water Fund reserves and transferred to Account 510.40.4225.62410 as needed as loans are issued.

*For Action*

**PLANNING & DEVELOPMENT COMMITTEE**

(P1) **Appeal to Planning & Development Committee of Design and Project Review Committee Decision Denying Variance for Commercial Variable Message Sign (CVMS) for Citgo Station at 1925 Green Bay Rd**

This item will only be heard at the Planning & Development Committee meeting. **No Action to be taken at City Council**

(P2) **Landlord-Tenant Services with Metropolitan Tenants Organization & Lawyers’ Committee for Better Housing**

The Housing and Homelessness Commission and staff recommend City Council approval of a not to exceed $70,000 contract with Metropolitan Tenants Organization and Lawyers’ Committee for Better Housing for landlord-tenant services. The funding source is the City’s Affordable Housing Fund (Account 250.21.5465.65497). The Affordable Housing Fund has a current uncommitted cash balance of approximately $600,000; including $114,500 budgeted for housing services in FY2018.

*For Action*
(P3) **Ordinance 41-O-18, Amending City Code Section 6-16, Table 16-B, “Schedule of Minimum Off Street Parking Requirements”**

The Plan Commission and staff recommend City Council adopt Ordinance 41-O-18, amending the Zoning Ordinance to modify parking requirements for College/University Institutions. Staff is proposing to adjust the parking requirements for dormitories and fraternity and sorority houses. The proposed text amendment still requires more than the 1 to 16 ratio of students with parking permits to those eligible to obtain parking permits. The proposed amendment would reduce the total required parking spaces on Northwestern University's campus from 4,096 to approximately 3,493.

**For Introduction**

(P4) **Ordinance 105-O-18, Amending Portions of the Zoning Ordinance Creating Brew Pubs and Craft Alcohol Production Facilities**

The Plan Commission and staff recommend approval of Ordinance 105-O-18 authorizing Zoning Ordinance Text Amendments to alcohol producing uses that include allowing Brew Pubs as a Special Use in the MXE Mixed-Use Employment District.

**For Introduction**

(P5) **Ordinance 108-O-18, Special Use Permit and Major Variations for a Banquet Hall and a Brew Pub, Double Clutch Brewing Company, at 2119-2125 Ashland Avenue**

The Zoning Board of Appeals and staff recommend approval of Ordinance 108-O-18 authorizing Special Uses for a Banquet Hall and Brew Pub and Major Zoning Variations for a 0’ front yard setback where 10’ is required, a 0’ interior side yard setback where 5’ is required, a 0’ rear yard setback where 5’ is required, and to eliminate 1 required short loading dock.

**For Introduction**

(P6) **Ordinance 103-O-18, Granting a Special Use for a Type 2 Restaurant, Backlot Coffee, at 2004 Central Street**

The Zoning Board of Appeals and City Staff recommend adoption of Ordinance 103-O-18 granting a special use approval for a Type 2 Restaurant, Backlot Coffee 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 of a special use for this district. *Alderman Revelle recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council.*

**For Introduction and Action**
(P7) **Ordinance 104-O-18, Granting a Special Use and Zoning Relief to Expand a Daycare Center - Child at 2200 Main Street**
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 104-O-18 granting special use approval to expand a Daycare Center – Child, the Infant Welfare Society of Evanston, and zoning relief for a one-story addition with a 6.1’ west interior side yard setback where 15’ is required, at 2200 Main St. in the R2 Single Family Residential District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. *Alderman Braithwaite recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council.*
**For Introduction and Action**

(P8) **Ordinance 102-O-18 Granting a Special Use for a Type 2 Restaurant, Kilwins Chocolates, at 1724 Sherman Avenue**
The Zoning Board of Appeals and City Staff recommend adoption of Ordinance 102-O-18 granting a special use approval for a Type 2 Restaurant, Kilwins Chocolates in the D2 District. The applicant has complied with all zoning requirements, and meets all of the standards of a special use for this district.
**For Introduction**

(P9) **Ordinance 106-O-18, Granting a Special Use for a Public Utility and Major Zoning Relief for a Fence (Concrete Wall) at 514 Custer Avenue**
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 106-O-18 granting special use approval for a Public Utility for the replacement of existing ComEd equipment with “DC-in-a-box” utility equipment, and major zoning relief for a 20’-tall fence (concrete wall) for safety and thermal screening of the utility equipment, at 514 Custer Ave. The applicant has complied with all other zoning requirements, and meets all of the standards for special use and major variation in the R3 Two Family Residential District.
**For Introduction**

(P10) **Ordinance 84-O-18, Granting a Special Use for a Daycare Center – Domestic Animal, and Kennel, Rex’s Place, at 2118-2120 Ashland Ave., 1625 Payne St., and 2147-2149 Dewey Ave.**
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 84-O-18 granting special use approval for a Daycare Center – Domestic Animal, and Kennel, in the MXE Mixed Use Employment District. The applicant has complied with all zoning requirements and meets all of the standards for special use and major variations for this district.
**For Action**


**APPOINTMENTS**

(O1) **For Appointment:**

Arts Council  Pashen Black

Pashen Black is a communications executive with more than 15 years of experience leading executive communications, public relations and corporate communications for multinational companies. As a member of the Evanston Chapter of Delta Sigma Theta Sorority, Inc., Pashen created and implemented programs to support the city’s African American community. She has a passion for the arts and creative writing, and holds a bachelor’s degree in Journalism and a master’s degree in Communications from the University of Central Florida.

Arts Council  Lisa Corrin

Lisa Corrin is the director of Northwestern University’s Block Museum of Art and has over 30 years of experience in the arts profession, including serving as deputy director of art and chief curator for the Seattle Art Museum and as chief curator for the Serpentine Gallery in London. She has served as a board member of the Seattle Repertory Theatre and Mass MoCa, a major art museum for living artists. Lisa is a member of the American Association of Art Museum Directors.

**For Action**

(O2) **For Reappointment:**

Economic Development Committee, Hecky Powell

**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 SEPTEMBER 2018

#### Upcoming Aldermanic Committee Meetings

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<td>Administration &amp; Public Works, Planning &amp; Development, City Council</td>
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<td>9/25/2018</td>
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<td>Housing &amp; Community Development Act Committee</td>
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Information is available about Evanston City Council meetings at: [www.cityofevanston.org/citycouncil](http://www.cityofevanston.org/citycouncil). Questions can be directed to the City Manager’s Office at 847-866-2936. The City is committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the City Manager’s Office 48 hours in advance so that arrangements can be made for the accommodation if possible.
Memorandum

To: Honorable Mayor and Members of the City Council

From: Erika Storlie, Assistant City Manager
       Kimberly Richardson, Deputy City Manager

Subject: Proposed Fiscal Year 2019 Budget Updates

Date: September 12, 2018

Staff will present City Council with updates related to Priority Based Budgeting & the Fiscal Year 2019 Proposed Budget, including an overview of options for the City of Evanston’s parking system and an update on the Social Services Working Group.
CITY COUNCIL REGULAR MEETING

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

Present:

Alderman Fiske
Alderman Braithwaite
Alderman Wynne
Alderman Rue Simmons

Alderman Revelle
Alderman Rainey
Alderman Fleming
Alderman Suffredin

(9)

Absent:

Alderman Wilson (1)

Presiding: Mayor Pro Tempore Judy Fiske
Mayor’s Public Announcements

Mayor Pro Tempore Judy Fiske had no announcements

City Manager’s Public Announcements

City Manager Wally Bobkiewicz invited Director Lawrence Hemingway to present the recognition to the Special Recreation Athletes and Coaches

City Clerk’s Communications

City Clerk invited residents to the 5th Ward Ice Cream Social on Saturday July 28 from 2 - 5 p.m. Announced August 5th being last day to submit a Referendum, August 11th is the last day to file objections to petitions and August 30th is the last day for certification by the Clerk’s Office

Public Comment

Pauline Kurtides  Spoke about the construction happening at 917 Edgemere Ct.

Doug Gilbert  Spoke about the construction happening at 917 Edgemere Ct. Said the appeal is not worthy of upholding. Lastly, asked City Council preserve the Harley Clarke mansion.

Barbara Barewin Riley  Asked City Council to preserve Harley Clarke Mansion.

Mike Vasilko  Talked about the Bonds being raised for the Robert Crown Center.

Jeanne La Casse  Asked City Council to vote against the demolition for Harley Clarke and instead place a referendum question on the ballot in November.

Jeff Smith  Talked about the Lincoln Beach and Harley Clarke mansion.

Meg Welch  Talked about the Harley Clarke mansion.

Chris Kruger  Asked City Council to let the residents decide through a referendum for the future of the Harley Clarke mansion.
Jackie Prince: Spoke of Chief Eddington's retirement and asked City Council to vote against demolition for the Harley Clarke mansion.

Jill Kidd: Supported the denial for an appeal for the 917 Edgemere Ct. property.

Andy Kidd: Asked City Council to grant the appeal for the property at 917 Edgemere Ct. property.

Kimberly Newman: Voiced her support for 917 Edgemere Ct.

Nate Kipnis: Spoke about the Harley Clarke Mansion.

Nancy Sreenan: Wanted to encourage City Council to vote against the demolition of the Harley Clarke mansion.

Nicole Kustok: Believed that removing the Harley Clarke mansion is the best decision for the city. Said it would remove privatization of the structure and keep it available for all.

Noreen Edwards Metz: Addressed the tree estimates in the memorandum for the green space.

David Leitunah: Said he is a strong proponent for the naturalization of the Harley Clarke space.

Tony Dalrymple: Talked about the restoration phases for the Harley Clarke mansion.

Carl Klein: Voiced his support for the preservation for the Harley Clarke mansion. Asked to let the issue be decided by a referendum question.

Ray Friedman: Thanked everyone for their efforts to better the Evanston community.

Tim Franzen: Asked City Council to give AJ Capital Partners an opportunity to present their proposal for the Harley Clarke mansion.

Julie Banas: Asked City Council to preserve the Harley Clarke mansion. Mentions that the property can create revenue for the city.

Rennie Heath: Suggests that a referendum on the Harley Clarke mansion. Urges the council to preserve the Harley Clarke mansion.

Lena Thodos: Comments on the Lighthouse Dunes group. Asks council to listen to the Evanston people and preserve the Harley Clarke mansion.

Frederick Weinstein: Believes that the Harley Clarke is a building that represents Evanstonian culture. Urges council to consider a referendum on this
Madeline Gelis

- Mentions how the Harley Clarke mansion is an architectural heirloom.
- Asks the council to prevent the demolition.

Diane Thodos

- Shows poster of the interior pictures of the Harley Clarke mansion.
- Comments how the Harley Clarke is not falling apart. Asks council to carefully make a decision.

Bonnie Mcdonald

- Urges council to vote no for the demolition of the Harley Clarke mansion. Mentions how the building enhances public space.

Julia Bachrach

- Asks to vote no to move forward with the resolution that would demolish the Harley Clarke mansions. Mentions how its a public property and reminds council of their public service role.

Tom Hodgman

- On the board and lake house and gardens. Mentions how they have raised $200,000 and asks council to give them more time to raise the amount needed to restore the property. Asks council to not go through with demolishing the Harley Clarke Mansion.

Andrew Carlin

- Allocates time to Tony Bovich.

Tony Bovich

- Represents the people who are urging to protect the Harley Clarke mansion. Comments on the contract and agreement originally signed in the case of the Harley Clarke mansion. Comments on how the proposed demolition has to go through a specific state process. Asks council to reject the demolition.

Larry Lundy

- Comments on a proposed mural. Mentions that it was not his intention to not include the Harley Clarke mansion. Asks council to not demolish the building.

Trish Stieglitz

- Comments on how the MLU can be flawed.

Jen Shadur

- Talks about the Clarke’s philanthropic life. Asks the council to vote no on the project.

Michael Ward

- Asks aldermen to have a public discussion regarding the lease proposals of April 20th. Comments on the group seeking to put an advisory question on the ballot.

Christian Sorensen

- Speaks on behalf of State Rep. Robyn Gabel. Robyn Gabel supports the preservation of the Harley Clarke mansion.

Anne Roosevelt

- Asked City Council to vote for the preservation of the Harley Clarke mansion.
<table>
<thead>
<tr>
<th>Name</th>
<th>Statement</th>
<th>Watch</th>
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<tbody>
<tr>
<td>Allie Harned</td>
<td>Said herself and other members of the community created a group called Save Harley Clarke who want to put a referendum on the ballot to allow residents to decide the future of the mansion. So far they have collected 3,245 signatures.</td>
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<td>Jill Zorden</td>
<td>Said the Evanston Lighthouse Dunes has not provided a proposal that meets the language of the city’s resolution.</td>
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<td>Sandra Byrnes</td>
<td>Spoke of the excellent Police and Fire department officers. Believes it is important to have a full staff of both departments.</td>
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<td>Candice Dalrymple</td>
<td>Asked that everyone be respectful to one another no matter what the outcome for the Harley Clarke mansion is.</td>
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<td>Margaret Tarr</td>
<td>Upset that the offer to demolish the building was made after there was a discussion to make it a public building for everyone.</td>
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<td>Jan Grimes</td>
<td>Asked City Council to remember to keep a few things in mind when trying to resolve the Harley Clarke mansion. Those being stewardship, environment and trust.</td>
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<td>Thomas Riley</td>
<td>Made comments on the issue of the Harley Clarke mansion.</td>
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<td>Fred Ash</td>
<td>Stated that the current proposal for the Harley Clarke mansion is a terrible financial move.</td>
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<td>Barbara Janes</td>
<td>Urged City Council to clearly state that the Lincoln St. Beach belongs to the City of Evanston.</td>
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<td>Tom Petratis</td>
<td>Expressed to City Council his desire to see them find creative solutions to preserve Harley Clarke.</td>
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<td>Carlis B. Sutton</td>
<td>Talked about the Harley Clarke mansion.</td>
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<td>Priscilla Giles</td>
<td>Stated she would like to see Harley Clarke and Robert Crown be placed on the November ballot.</td>
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<td>Yu Russell</td>
<td>Shared her opposition towards any removal of the Harley Clarke mansion.</td>
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<td>Sue Sabow</td>
<td>Owner of 917 Edgemere Ct. who believed she was denied her rights as land owners and doesn't think they will get a fair resolution in the preservation process.</td>
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<td>Adam Sabow</td>
<td>Stated that the preservation review process is flawed, unclear and was not followed over a two and a half year review.</td>
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<td>Donna Su</td>
<td>Spoke about 917 Edgemere Ct.</td>
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</table>
George Demet  Voiced his support for Adam and Sue Sabow appeal to build their proposed home at 917 Edgemere Ct. Said it was in the best interest of the community and the right thing to do.

Cynthia Kasper  Wanted to know if the City of Evanston had received any applications for small cell 5G installation. Asked for staff consider the health of the residents, wildlife and environment when considering Ordinance 78-O-18.

D.K. Schwartz  Voiced his support for the preservation of the Harley Clarke mansion.

Tom Hofmaier  Urged City Council not to demolish the Harley Clarke mansion and renegotiate the lease with the Lake House group.

Robert Willard  Voiced his support for the Harley Clarke mansion and does not want to see it demolish.

Mark Gasbarra  Voiced his support for the Harley Clarke mansion and does not want to see it demolish.

Brad White  Opposed the Resolution to negotiate a lease for the Harley Clarke mansion with the Evanston Lighthouse Dunes.

Cam Davis  Clare Kelly read a statement on behalf of Cam Davis, who voiced his support for the preservation of the Harley Clarke mansion.

Bruce Enenbach  Said that demolishing the mansion is not a proper solution and instead would like City Council to await the results of the referendum question in November.

Connie Pourteous  Stated that her home in Evanston pre-dates the Civil War and she has been able to maintain the home and would like City Council to take the same care for the Harley Clarke mansion.

Mary Rosinski  Voiced her support for the preservation of the Harley Clarke mansion. Also asked City Council to not vote in favor on the Transfer Stamp Tax increase.

Adam Kushabi  Voiced his support for the preservation of the Harley Clarke mansion.

Junad Rizki  Wanted to see the Harley Clarke mansion accessible to the youth of our community and he expressed his concerns with some problems the demolition of the mansion.

Bennett Johnson  Shared his opinion on the discussion of the Harley Clarke mansion.

Doreen Price  Talked about the Harley Clarke mansion, Evanston Public Library and Howard St.
Linda Damashek Voiced his support for the preservation of the Harley Clarke mansion.  

Patrick Donnelly Reminded City Council of their ability to switch votes in order to preserve the Harley Clarke mansion. Said this should be a facility accessible to everyone in the community.  

Don Schollenberger Talked about the Harley Clarke mansion and Transfer Stamp Tax.  

**Special Order of Business**

(SP1) Resolution 51-R-18, Authorizing the City Manager to Execute a Memorandum of Understanding with Evanston Lighthouse Dunes and to File an Application for a Certificate of Appropriateness with the Preservation Commission to Begin the Process to Demolish the Harley Clarke Mansion and Coach House and Restore Site to its Natural State

City Council authorized the City Manager to Execute a Memorandum of Understanding (MOU) with Evanston Lighthouse Dunes, to provide funding for the costs associated with the restoration of the dunes and gardens and demolition of the Harley Clarke Mansion and Coach House. Following the execution of the MOU, Resolution 51-R-18 also directs the City Manager or his designee to file an application for a certificate of appropriateness with the Preservation Commission and follow the process outlined in Title 2, Chapter 8 of the City Code of 2012, as amended, to apply for approval to demolish the mansion and coach house.

**Motion to amend MOU to include an additional $100,000 to be used for restriction of the green space. The $100,000 is to be available 30 days prior to the completion of the demolition**

Passed 5-3  Alderman Suffredin, Wynne and Revelle voted “No”

**Motion to amend MOU to include Evanston Lighthouse Dunes group paying the full cost of the project at no cost to the city**

Passed 8-0

**For Action**

Passed 5-3  Alderman Suffredin, Wynne and Revelle voted “No”
(SP2) Application for Appeal to City Council of Preservation
Commission Decision Denying Certificate of Appropriateness for 917 Edgemere Court

Staff submits to City Council the Application for Appeal from Adam Sabo and Sue Lee, Applicants, in regard to the Preservation Commission's decision denying a Certificate of Appropriateness for the construction of a new single family home within the Lakeshore Historic District at 917 Edgemere Court. Pursuant to City Code Subsection 2-8-8(G), "Appeals," the City Council may make a motion to accept the application for appeal. If a motion is made and adopted, the City Council shall affirm, modify or reverse the decision of the Preservation Commission within forty-five (45) days. If no motion to accept the application for appeal is made, the decision of the Commission shall be final.

For Action
Motion made to deny the appeal
Passed 5-3 Ald. Rainey, Fleming and Braithwaite voted “No”

(SP3) Lincoln Street Beach Ownership and Operations

Staff recommends City Council accept and place this report on file. Staff also recommends City Council authorize the City Manager to negotiate a memorandum of understanding between the City of Evanston and Northwestern University specifying the operational details and maintenance responsibilities for the Lincoln St. Beach.

For Action: Accept and Place on File
Placed on Hold until next Council Meeting

(SP4) Real Estate Transfer Tax Increase

Staff recommends City Council approval for an increased real estate transfer tax from $5.00 per $1,000 to $7.00 per $1,000, to be split evenly between the buyer and seller at a rate of $3.50 per $1,000, respectively. This practice is common in Illinois municipalities as it shares the burden evenly of the real estate transfer tax. Estimated additional revenues with the implementation of this increased real estate transfer tax equal $1.4 million annually. Due to statutory time restraints, the City Council must take action regarding any real estate transfer taxes during the July 23, 2018 City Council meeting. If this is approved, a resolution will be prepared for the August 13, 2018 City Council meeting and a public notice of a hearing will be prepared for publishing in the newspaper.
For Action
Motion to increase the rate to $7 per thousand for those properties over 1.5 million to $5 million and increase the rate to $9 per thousand for those properties over $5 million.
Failed 3-5 Ald. Suffredin, Revelle, Fleming, Wynne, Fiske voted “No”

Staff recommendation
Failed 3-5 Ald. Rue Simmons, Rainey, Fleming, Suffredin and Braithwaite voted “No”

Motion for reconsideration of proposed amendment
Passed 6-2 Ald. Fiske, Suffredin voted “No” Fleming

Re-vote on Motion
Passed 6-2 Ald. Fiske, Suffredin, voted “No”

Consent Agenda

(M1) Approval of Minutes of the Regular City Council Meetings of June 25, 2018 (revised) and July 9, 2018. Motion: Ald. Fleming Watch

For Action
Approved on Consent Agenda


For Action
Approved on Consent Agenda

(A2) Bills List – July 24, 2018 $4,182,368.75
Credit Card Activity (not including Amazon purchases) -
Period Ending May 26, 2018 $226,485.16

For Action
Approved on Consent Agenda
(A3) Contract with Water Products Company for Purchase of 2018 Water Distribution System Materials

City Council authorized the City Manager to execute a one year contract for the purchase of 2018 Water Distribution System Materials (Bid 18-22 Group B: brass valves, fittings and gaskets) with Water Products Company (3255 East New York Street, Aurora IL 60504) in the amount of $55,353.55. Purchase of materials under this contract will be funded from the Water Fund (Account 510.40.4540.65055). The FY 2018 budget has an allocation of $150,000. This account has a YTD balance of $99,022.30.

For Action
Approved on Consent Agenda

(A4) Contract with S4 Water Sales and Service LLC for Purchase of Anthracite

City Council authorized the City Manager to execute a contract for the purchase of Anthracite (Bid No. 17-54) with S4 Water Sales and Service LLC (160 Vanderbilt Court, Bowling Green, KY 42103) in the amount of $23,727.00. Funding for the purchase of Anthracite is from the Water Fund Account 510.40.4220.65085, which has a budget allocation of $45,000.00 for FY2018 and an YTD balance of $39,362.96.

For Action
Approved on Consent Agenda

(A5) Northwestern Football Parking and Tailgating on the Evanston Wilmette Golf Course During 2018 Season Home Football Games

City Council approved the Evanston Wilmette Golf Course Association’s (EWGCA) new agreement which allows Northwestern to continue to park cars and tailgate on holes 1, 2, 11 and now includes hole 12. On July 24, 2017 City Council approved EWGCA’s request to allow Northwestern to tailgate on hole 12 as a pilot program during the 2017 football season and evaluate the program at the end of the season. There were no problems or major issues within the one year pilot program.

For Action
Approved on Consent Agenda


City Council authorized the City Manager to execute a five (5) - year purchase contract for the expansion of integrated police body-worn cameras and conductive electric weapons with Axon Enterprise, Inc.
The City received a federal grant from the Department of Justice’s - Bureau of Justice Assistance (BJA) that will cover half of the cost for the program expansion. Year 1 purchases total $52,173.00 ($26,086.50 actual cost to the City), and Year 2 purchases total $68,816.00 yearly ($34,408.00 actual cost to the City). Years 3 through 5 will total $68,816.00 with full cost to the City. This timeline synchronizes the expansion contract with the original body-worn camera agreement, which was approved by the Evanston City Council on September 25, 2017. A breakdown of funding can be found on the corresponding transmittal memorandum.

For Action
Approved on Consent Agenda

(A7) Payment to Renew 2018 Membership Fees with Northeastern Illinois Public Safety Training Academy

City Council approved payment of the 2018 Northeastern Illinois Public Safety Training Academy (NIPSTA) membership fees in the amount of $21,512.00 for the Fire Department and Public Works Agency. Funding for both the Fire and Public Works Departments’ memberships will be from Fire Department Account 100.23.2305.62360, with an approved budget of $44,800, and $43,487 remaining.

For Action
Approved on Consent Agenda

(A8) One Year Agreement Renewal with Dell/EMC, Inc. for VMware Annual Support & Licensing

City Council authorized the City Manager for the purchase of a one year renewal of the annual support and licensing for VMware systems from Dell/EMC, Inc. (One Dell Way, Mail Stop 8129, Round Rock, TX 78682) in the amount of $35,789.47. Funding will be from Account 100.19.1932.62340 (Computer License & Support) which has a FY2018 budget of $500,000.00 and has a current balance of $176,547.21.

For Action
Approved on Consent Agenda

(A9) Amazon Credit Card Activity – Ending May 26, 2018 $ 16,706.86

For Action
Passed 7-0-1

Alderman Suffredin abstained
(A10) Resolution 52-R-18, Authorize City to File a Grant Application with the Metropolitan Water Reclamation District of Greater Chicago’s Green Infrastructure Project Partnership for Funding on Alley Improvements

City Council adopted Resolution 52-R-18 authorizing the City Manager to file a grant application with the Metropolitan Water Reclamation District of Greater Chicago (MWRD) Green Infrastructure Project Partnership for the paving of two unimproved alleys utilizing permeable paver blocks. The application establishes the maximum grant funding at 60% of the construction cost and commits Evanston to fund 40% of the construction cost, or $200,000. The total estimated cost of construction will be $500,000 with MWRD paying for 60% and the City of Evanston paying for 40%. The City’s share of $200,000 will be paid out of the Sewer Fund (Account 515.40.4535.62461), which has $200,000 budgeted in FY 2018 for stormwater management.

For Action
Motion made to swap Alley 1 and 21 vs 18 and 19
Failed 3-5 (Ald. Wynne, Rue Simmons, Revelle, Rainey, Braithwaite voted No)

Motion made to include Alley 18 and Alley 21 instead of 18 and 19.
Passed 6-2. Ald Fiske and Suffredin voted No


City Council adopted Ordinance 78-O-18, regulating small wireless facilities and providing for the small wireless facility application process. Staff recommends suspension of the rules for Introduction and Action at the July 23, 2018 City Council meeting to comply with the ordinance adoption deadline requirement imposed on municipalities by the Small Wireless Facilities Deployment Act, Public Act 100-0585.

For Introduction and Action
Approved on Consent Agenda

(A12) Ordinance 82-O-18, Vacating a Portion of Public Land South of the Church Street Public Right of Way, East of Florence Avenue, to an Abutting Owner

City Council adopted Ordinance 82-O-18 vacating a portion of public land south of the Church Street public right of way, east of Florence Avenue, to
an abutting owner. Payment will be made to the City in the amount of $16,000.00 as determined by a third party appraisal report by Property Valuation Services.

For Introduction
Approved on Consent Agenda

(A13) 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

City Council adopted 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 Action
Approved on Consent Agenda

(A14) 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

City Council adopted Ordinance 75-O-18, amending City Code Section 10-11-7(B), “Loading Zones,” to Add a Loading Zone at 609 South Boulevard.

For Action
Approved on Consent Agenda

(P1) Vacation Rental License for 2001 Orrington Avenue

City Council approved 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. Following public comment at the Planning and Development Committee and in a neighborhood meeting, a Memorandum of Understanding (MOU) has been drafted to address concerns from neighboring property owners. Approval of the Vacation Rental License can be conditioned upon execution of the MOU.

For Action
Approved on Consent Agenda
(P2) Vacation Rental License for 615 Central Street

City Council approved a Vacation Rental License for the property located at 615 Central Street. The Vacation Rental meets all of the Standards and Procedures for license approval.

For Action
Approved on Consent Agenda

(P3) Ordinance 40-O-18, Amending Subsection 6-4-1-9(B)(1) of the City Code, “Permitted Obstructions in Required Yards: General Provisions”

City Council approved Ordinance 40-O-18 to amend the Zoning Ordinance to reduce the required front yard setback for open porches in order to allow front porches with a usable depth without the need for zoning relief.

For Introduction
Approved on Consent Agenda

(P4) Ordinance 81-O-18 Granting Major Zoning Relief to Establish a Third Dwelling Unit in an Existing Two-Family Residence at 1822 Lyons Street

City Council adopted Ordinance 81-O-18 granting major zoning relief to establish a third dwelling unit in an existing two-family residence in the R4 General Residential District. The applicant requests relief for lot size, lot width, and to add zero parking spaces where two additional parking spaces are required. The applicant has complied with all zoning requirements and meets all of the standards for a variation for this district.

For Introduction
Approved on Consent Agenda

(P5) Ordinance 77-O-18 Granting Major Zoning Relief to Eliminate Parking and Add Fencing for Firehouse Grill at 750 Chicago Avenue

City Council adopted Ordinance 77-O-18 granting major zoning relief to eliminate one ADA parking stall (with one remaining) and install a 3’ tall fence (planter box) fronting Chicago Ave., and denying major zoning relief to install an 8’ tall wood fence with a 0’ street side yard (Madison St.) setback, in the C1a Commercial Mixed-Use District. The applicant has complied with all zoning requirements and meets all of the standards for a variation (for parking and the 3’ fence) for this district.

For Introduction
Approved on Consent Agenda
(P6) Ordinance 76-O-18 Granting a Special Use for a Type 2 Restaurant, Reprise Coffee Roasters at 710 Main Street

City Council adopted Ordinance 76-O-18 granting a special use approval for a Type 2 Restaurant, Reprise Coffee Roasters in the B2 District and oDM Dempster-Main Overlay District. The applicant has complied with all zoning requirements, and meets all of the standards of a special use for this district.

For Introduction and Action
Approved on Consent Agenda

(P7) Ordinance 79-O-18, Amending Various Portions of the City of Evanston Zoning Ordinance Revising Minor Preservation Commission Review Procedures

City Council amended 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 Action
Approved on Consent Agenda

(APP1) For Appointment:

Francis Fennell - Commission on Aging
Francis Fennell is a 53-year resident of Evanston and retiree of Loyola University, where he served as Dean of Arts and Sciences and other administrative positions. With 47 years as facility member, he serviced on elected bodies which set policies for retirement, benefits and healthcare for staff. For 17 years, Francis and his wife have led large-scale projects feeding the homeless in downtown Chicago and volunteered at Hilda's Place. He has a B.A., M.A. and PhD.

Litrea Hunter - Commission on Aging
Litrea Hunter is a retired education human resource administrator interested in issues related to the senior citizen population. She worked with teachers and principals in the development of administrative and school leadership skills. She is a Bessie Rhodes volunteer Fluency tutor, 2016 graduate of the Citizen Police Academy and volunteer for the food pantry. Litrea has a Bachelor in Education and Masters in Administration.

Dianne Munevar - Commission on Aging
Diane Munevar is employed with Avalere Health. She has experience working with hospitals and post-acute care organization (like nursing homes) to improve their financial sustainability. She also has experience
from the patient side, working with patient-advocacy groups to help represent their interest in federal policy-making. Diane is looking for the opportunity to more fully utilize the experience and skills she has attained in her career to work directly with health systems to improve patient care and outcomes. She has a Master’s degree in Public Policy with a concentration in Social Welfare Policy and Quantitative Analytics.

Mark Payares - Commission on Aging
Mark Payares is a physical therapist with NorthShore University HealthSystem. He works with seniors everyday and has an inside perspective to their mobility and well being. Much of his career has been spent working with seniors both in the clinic and in their homes and communities. He has a Doctorate in Physical Therapy and is currently licensed as a physical therapist in the State of Illinois.

Jeanie Ramsey – Commission on Aging
Jeanie Ramsey is a 35-year resident of Evanston and is employed with Services for Adults Staying in Their Homes (SASI). Her personal and professional interest is in the well-being of Evanston’s older adults. She has spent 8 years working with nonprofit home care agency and 5 of those years as executive director. Former member of Ladd Arboretum Committee, Evanston Age Friendly Task Force’s Committee on Transportation; Dementia Friendly Evanston Committee member. Jeanie has a Bachelor of Arts from Emory University.

Ruth Hays – Library Board
Ruth Hays is a 33-year resident of Evanston and currently tutors high school students part time at Evanston Township High School along with being a Oakton School parent volunteer and PTA member. She has a strong academic background in liberal arts, history and research. In the past, she has taught classes and worked as both a teaching and research assistant. As an undergraduate, she has interned with Queers for Economic Justice, an experience that taught her how important public spaces like libraries can be to vulnerable communities. Ruth has a Bachelor of Arts in Individualized Study from New York University’s Gallatin School, and currently a Ph.D candidate at Northwestern University in African American Studies with a concentration in birth work.

Jennifer Draper – Plan Commission
Jennifer Draper is a project manager and has had the opportunity to work on several projects within Evanston such as the Lakefront Masterplan with AECOM, Mason Park and, recently Kresge Hall at Northwestern University. In addition, she has a keen interest in native planting, leading the new native landscape design work at the Field Museum of Natural History. Jennifer is a volunteer with Illinois Chapter of American Society of Landscape Architects and Chicago Architecture Foundation “Girls Build” Workshops and as a local resident a participant in the Robert Crown
design meetings. Jennifer has a Master of International Planning and Sustainable Development, Bachelor of Landscape Architecture, LEED AP

Mimi Roder - Northwestern University/City of Evanston Committee
Ms. Roder is an Evanston native with a strong community connection as a longtime homeowner and neighbor of Northwestern University, as well as a lifetime community volunteer. Some of her civic experience includes: President of the Women’s Club of Evanston (2007-2008), Board Member of Family Matters (1988-1996), and Board Member of Connections for the Homeless (1986-1989), and founding and continuing Board Member of The Ted Fund (1996 – present). Currently, she is Chair of the Finance Committee of the Lake Street Church of Evanston, President Elect of the North End Mother’s Club, and Member of the League of Women Voters, Evanston. In addition, Mimi has been active in the District 65 PTA and District 202 PTA/Booster and Foundations for the past 25 years.

For Action
Approved on Consent Agenda

(APP2) For Re-Appointment:    Motion: Ald.    Watch
Joan Hickman - Public Safety Civil Service Commission
          Rue Simmons
Vicky Pasenko - Animal Welfare Board

For Action
Approved on Consent Agenda
### Call of the Wards

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<tr>
<th>Ward</th>
<th>Report</th>
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<tr>
<td>1</td>
<td>No Report</td>
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<tr>
<td>2</td>
<td>No meeting in August for 2nd Ward residents. Ald. Braithwaite will instead be visiting various block parties in the 2nd Ward</td>
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<td>3</td>
<td>3rd Ward meeting on July 26 at Chiaravalle Montessori from 7- 8 p.m.</td>
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<tr>
<td>4</td>
<td>No Report</td>
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<tr>
<td>5</td>
<td>Thanked the Fire Department for their memorial service in honor of the fallen firefighters. 5th Ward Ice Cream Social on Saturday July 28 from 2 - 5 p.m.</td>
<td></td>
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<td>6</td>
<td>No Report</td>
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<td>8</td>
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<tr>
<td>9</td>
<td>Invited residents to visit new business Kombuca Brava that sells fermented tea</td>
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### 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. LYTLÉ COUNCIL CHAMBERS
Monday, August 13th, 2018

Present:

Alderman Fiske
Alderman Braithwaite
Alderman Wynne
Alderman Rue Simmons

Alderman Revelle
Alderman Rainey
Alderman Fleming
Alderman Suffredin

(8)

Absent:

Alderman Wilson (1)

Presiding:

Mayor Stephen Hagerty
Mayor’s Public Announcements

Mayor Hagerty asked Parks & Rec. Director Lawrence Hemingway to speak and recognize the 500 youth that participated in the Mayor Summer Youth Employment Program. Mayor Hagerty issued a Proclamation, declaring September 2018, National Suicide Prevention Awareness Month.

City Manager’s Public Announcements

Deputy City Manager Erika Storlie invited Lara Biggs, City Engineer, to give an update on CIP Projects.

City Clerk’s Communications

City Clerk Devon Reid informed everyone about 3 Objections received by his office pertaining to the Harley Clarke referendum questions. The first Hearing will take place on Tuesday, August 14 at 8:30 a.m. in the Civic Center. Clerk Reid clarified for the public and media his support on keeping the City Clerk’s Office an independent, elected position, rather than appointed as inaccurately stated in a recent Evanston Now publication. Lastly Clerk Reid invited everyone to attend the Participatory Budgeting event on August 22 at 6:30 p.m. at the Civic Center in Room 2402.

Special Order of Business

(SP1)Resolution 60-R-18, A Resolution Instructing the City Clerk to Submit, for the November 6, 2018 Ballot, a Referendum for a Proposal to Increase the Real Estate Transfer Tax with the Additional Revenue Dedicated to the City of Evanston General Fund

City Council adopted Resolution 60-R-18, “A Resolution Instructing the City Clerk to Submit, for the November 6, 2018 Ballot, a Referendum for a Proposal to Increase the Real Estate Transfer Tax with the Additional
Revenue Dedicated to the City of Evanston General Fund.” Estimated additional revenues with the implementation of this increased real estate transfer tax equal $850,000.00 annually.

For Action
Passed 6-2

Ald. Suffredin and Ald. Fiske voted “No”

Hearing Public Comment

Bonnie Wilson
Opposed increasing the city Transfer Tax. Said Evanston would have the highest rate amongst North Shore communities and 5th highest in Illinois. It would not be a sound solution for a stream of revenue. Watch

Don Schollenberger
Asked if there were any future plans for long term revenues in the city. Said the Transfer Tax is a temporary fix for a long term problem. Watch

Junad Rizki
Said the revenue problems in the city will see a 20-50 percent property increase. Said City Council looks to spend money without increasing revenue. Would like to see an independent audit for the city. Watch

Rich Fattes
Member of Reclaim Evanston who talked in support for the increase of the Real Estate Transfer Tax. Said he would like the text language to include affordable housing as one of the uses of the increase revenues received from the Real Estate Transfer Tax. Watch

Rachel Huemen
Member of Reclaim Evanston who wanted the language in the referendum modified to include affordable housing as one of the areas to receive funding from the Real Estate Transfer Tax increase. Watch

Leila Roob
Wanted the language in the referendum modified to include affordable housing as one of the areas to receive funding from the Real Estate Transfer Tax increase. Watch

Kathleen Engman
Wanted the language in the referendum modified to include affordable housing as one of the areas to receive funding from the Real Estate Transfer Tax increase. Watch

Leonard Lamkin
Member of Reclaim Evanston who wanted the language in the referendum modified to include affordable housing as one of the areas to receive funding from the Real Estate Transfer Tax increase. Said it wouldn't affect anyone who didn't sell their homes, nor would it
would affect commercial developers.

Doug Sharp  
Member of Reclaim Evanston who said the increase in Transfer Tax may be a solution to a short term budget deficit but it could also be a solution to finding revenues for affordable housing. The language in the referendum should be modified to include affordable housing as one of the areas to receive funding from the Real Estate Transfer Tax increase.  

Betty Ester  
Talked about the Real Estate Transfer Tax and its effect on affordable housing.  

Doreen Price  
Talked about how to appropriate funds coming from the Transfer Tax, as well as other revenue sources to increase revenues for the city.

Public Comment

Kathleen Engman  
Spoke about the dog beach in Evanston  

Barbara Janes  
Wanted Lincoln Street beach to become a dog beach. Said that 3 years ago previously when the city had a dog beach, the profits from it were $60,000 and last year the profit was $40,000. Spoke about the various purposes the dog beach could serve for residents.  

Jill Zorden  
Said there are risks for demolishing the Harley Clarke mansion, one being the dunes group refusal to pay all cost for the demolition of the mansion. On behalf of Citizens of Evanston, she offered a check for $15,000 to the city to cover a year worth of maintenance cost of the mansion, to give City Council ample time to make a fully informed decision of the mansion.  

Jeff Smith  
Talked about 2 motions made on the MOU not being reflected in the records  

Mike Kelly  
Spoke in opposition of having parking apps for Northwestern football events.  

Junad Rizki  
Talked about discrepancies in city’s budget deficit. Stated that spending $600,000 to paint a bridge which is not owned by the city is a mismanagement of funds. Believes there is no clear direction being
provided by City Council.

Bennett Johnson Spoke about the pumping station, Harley Clarke mansion, Lincoln Street beach and the HOW project. Watch

Joyce Zeiss Spoke against the proposal to have people use the ParkEvanston mobile app for Northwestern football game days. Urged City Council to vote against the proposal. Watch

Ann Motagawa Voiced her extreme opposition for the proposal to have residents pay for nearby parking during Northwestern football games. Bringing this type of parking is intrusive. Watch

James Angelman Asked City Council to accept the agreement to sell water to the Village of Lincolnwood Watch

Erv Chocol Spoke about the planned renovations for the Robert Crown Center. Said the city is spending 53 million on an ice ring we cannot afford and only a small percentage of residents will use. Said that eliminating everything except the ice ring and athletic fields would reduce the cost. Bringing in an investor would decrease the maintenance cost for the facility. Stated that City Council is expected to make sound financial decisions. Watch

Mark Tendon Board Member of Connections for the Homeless who asked City Council to support Connections for the Homeless for an increase in funding in order to provide better living assistance for families in Evanston. Watch

Linda Damshek Asked City Council to inform the public of when/where will they announce the final revised demolition MOU language. Said that residents have the right to view the language before the city decides to move forward. Watch

Jennifer Shader Board Member of Alliance of Hope for Suicide Survivors who shared her personal story of a family member who passed away due to suicide. Watch

Alvin Paden Stated that Paden Properties would be leaving the market of affordable housing, unless they are properly compensated. Watch

Renee Paden Talked about Connection for the Homeless ignoring City Council’s direction to resolve issues between the Paden Family. Stated that her family will take the necessary steps if these issues are not resolved. Watch

Tina Paden Assumed City Council had made their decision regarding Tenant-Based Rental Assistance Renewal Funding and subsequently informed City Council they would meet in court. Watch
Kiera Kelly  Read a statement of behalf of Trish Stieglitz. In the statement Mrs. Stieglitz expressed her concerns over the MOU and RFP.

Priscilla Giles  Believes the city should not be spending money to create bus stops. Asked to preserve and promote diversity by making sure we have affordable housing for all.

Nancy Sreenan  Stated that the draft MOU uses vague terms when describing the scope of work included. The language does not match the language in Resolution 51-R-18. Said it was a rushed process with no clarity for the future of the mansion.

Consent Agenda

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

Motion: Ald. Fleming

For Action
Minutes from July 23
Held for corrections

Minutes from July 30
Passed 8-0

(A1) Payroll – July 9, 2018 through July 22, 2018  $3,201,457.76

For Action
Approved on Consent Agenda

(A2) Bills List – August 14, 2018  $7,783,168.33

Credit Card Activity (not including Amazon purchases) -
Period Ending June 26, 2018  $ 205,283.75

For Action
Approved on Consent Agenda

(A3) Purchase of Three Public Works Agency Vehicles from Currie Motors Inc. and JX Peterbilt

City Council approved for the purchase of three (3) vehicles for operations in the Public Works Agency (Public Services Bureau). The following vehicles will be purchased: a Ford F-250 XL from Currie Motors Inc. (9423 W. Lincoln Highway, Frankfort, IL 60423) in the amount of $30,020.00; a Ford F-450 Chassis XL from Currie Motors Inc. in the amount of $63,274.00; and a Peterbilt 337 Cab and Chassis with a Cannon VO-260
aerial device from JX Peterbilt (PO Box 189, Wadsworth, IL 60083) in the amount of $162,917.00. Funding for the vehicles will be from the Equipment Replacement Fund (Account 601.19.7780.65550) in the amount of $256,211.00, which has a budgeted amount of $1,522,977.

For Action  
Approved on Consent Agenda

(A4) Fuel Purchases from Gas Depot Oil Company for July 6, 2018 through July 5, 2019

City Council approved fuel purchases from July 6, 2018 thru July 5, 2019 in the amount of $900,000.00 from Gas Depot Oil Company (8930 N. Waukegan Road, Suite 230, Morton Grove, IL 60053). The Gas Depot Oil Company is the current Northwest Municipal Conference Bid winner from July 19, 2018 thru July 19, 2019 for all grades and types of fuels that are utilized by city vehicles. Funding for this purchase will be from the Major Maintenance, Materials to Maintain Autos Fund (Account 600.19.7710.65035). Present fuel prices are $2.42/gallon for 87 octane gasoline and $2.50/gallon for bio-diesel.

For Action  
Approved on Consent Agenda

(A5) Benchmark Analytics License Agreement

City Council authorized the attached license agreement with Benchmark Analytics for a 3-year agreement with an option to renew for two additional years. The software system will assist with the management of the Evanston Police Department through the analysis of law-enforcement related information. The License Agreement provides that years one through three will be paid through a grant from the Joyce Foundation, 321 North Clark Street, Suite 1500, Chicago, IL 60654. If the City Council decides to renew the license agreement for years four and five, the cost will be $25,000 and $26,000 respectively. This expense will be paid from the Police Department’s operating budget from amounts proposed in those budget years.

For Action  
Approved on Consent Agenda

(A6) Contract with Capitol Cement Co., Inc. for 2018 Alley and Street Improvements Project

City Council authorized the City Manager to execute a contract for the 2018 Alley and Street Improvements Project (Bid No. 18-34) with Capitol Cement Co., Inc. (6231 North Pulaski Road, Chicago, IL) in the amount of
$874,761.30. Funding will be provided from the CIP Fund as follows: 2018 General Obligation Bonds in the amount of $275,940, the Special Assessment Fund in the amount of $213,645, and Community Development Block Grant funds in the amount of $385,176.30. A detailed breakdown of the funding can be found on the corresponding transmittal memorandum.

For Action
Approved on Consent Agenda

(A7) Contract with Bodala, L.L.C. dba Central Rug and Carpet for the Noyes Cultural Arts Center – Hallway and Common Area Improvements

City Council authorized the City Manager to execute a contract for the Noyes Cultural Arts Center – Hallway and Common Area Improvements (Bid 18-37) with Bodala, L.L.C. dba Central Rug and Carpet (3006 Central Street, Evanston, IL) in the amount of $199,145. Funding will be provided from the 2018 Capital Improvements Fund reimbursed by the Noyes Tenant Reserve Fund (Account 415.40.4218.65515 – 618010), which was budgeted at $200,000 in FY 2018 with all of the funding remaining.

For Action
Approved on Consent Agenda

(A8) Contract with McGuire Igleski & Associates, Inc. for Architectural and Engineering Services Related to the Water Quality Laboratory

City Council authorized the City Manager to execute a contract for architectural and engineering services related to the Water Quality Laboratory (RFP No. 18-18) with McGuire Igleski & Associates, Inc. (1330 Sherman Avenue, Evanston, IL 60201), in the amount of $182,025. Funding will be provided from the Water Fund (Account 513.71.7330.62145-718004) which included $150,000 budgeted for these services in 2018 and an additional $75,000 in 2019.

For Action
Approved on Consent Agenda

(A9) Contract with Giant Maintenance & Restoration for 2018 Fire Hydrant Painting

City Council authorized the City Manager to execute a contract for 2018 Fire Hydrant Painting with Giant Maintenance & Restoration (20678 W Highway 176, Mundelein, IL 60060) in the amount of $21,070.00. Funding for this work will be from the Water Fund (Account 510.40.4540.62230),
which has an allocation of $36,000 for fire hydrant painting.

For Action
Approved on Consent Agenda

(A10) Change Order No. 2 to the Engineering Services Contract for the Fountain Square Renovation Project with Christopher B. Burke Engineering, Ltd

City Council authorized the City Manager to approve Change Order No. 2 to the existing engineering services contract for the Fountain Square Renovation Project (RFP 15-68) with Christopher B. Burke Engineering, Ltd (9575 W. Higgins Road, Suite 600, Rosemont, IL 60018), in the amount of $39,113.01. This will modify the existing agreement amount from $945,438.68 to $984,551.69 and extend the contract deadline from September 30, 2018 to December 31, 2018. Funding for this work will be through the Washington National TIF fund from liquidated damages assessed against the construction contractor for failure to complete the work within the specified time. As of August 1, 2018 a total of $153,900.00 in liquidated damages has been assessed against the construction contractor.

For Action
Approved on Consent Agenda

(A11) Consulting Contract Amendment #3, Design and Construction Engineering Services on Sherman Avenue between Davis Street and Church Street

City Council authorized the City Manager to amend an existing engineering services contract for the Fountain Square Renovation Project (RFP No. 15-68) with Christopher B. Burke Engineering, Ltd (9575 W. Higgins Road, Suite 600, Rosemont, IL 60018), in the amount of $64,861.10. This will modify the existing agreement amount from $984,551.69 to $1,049,412.79 and extend the contract deadline from December 31, 2018 to September 30, 2019. Funding is available through the Washington National TIF through savings realized from earlier portions of the Fountain Square Renovation Project. The actual construction (to be awarded at a future date) will be funded partially by additional savings and through the use of an additional $100,000 in funding from the Washington National TIF fund.

For Action
Approved on Consent Agenda
(A12) Amazon Credit Card Activity – Period Ending June 26, 2018
$ 23,649.82

For Action
Passed 7-0-1
Ald. Suffredin abstained


City Council adopted Resolution 58-R-18 authorizing the City of Evanston (“City”) to issue a settlement payment pursuant to a settlement agreement and release in Chicagoland Paving Contractors, Inc. v. City of Evanston, et al. (Case No. 17-L-00).

For Action
Approved on Consent Agenda

(A14) Resolution 53-R-18 Authorizing a Lease Agreement with North Shore Senior Center for Office Space at the Civic Center

City Council adopted Resolution 53-R-18 authorizing the City Manager to negotiate the lease of office space with North Shore Senior Center at the rate of $511.50 per month for 12 months beginning October 1, 2018 for 430 sq. ft. of space on the ground floor of the Civic Center, Suite G205.

For Action
Approved on Consent Agenda

(A15) Resolution 57-R-18, Illinois Department of Transportation Local Agency Agreement for Phase II Engineering on the Howard Street Corridor Improvement Project

City Council approved Resolution 57-R-18 authorizing the City Manager to sign a Local Agency Agreement with the Illinois Department of Transportation (IDOT) for the Howard Street Corridor Improvement Project, Phase II Engineering (construction plans). The Agreement establishes the maximum grant funding of the engineering cost, not to exceed $462,637, and commits Evanston to fund $137,363 of the engineering cost. Funding for this project will be from the Capital Improvement Fund, including 2018 General Obligation Bonds in the amount of $137,363, Surface Transportation Grant (STP) funds in the amount of $162,637, and reimbursement from the City of Chicago in the amount of $300,000.

For Action
Approved on Consent Agenda
(A16) Resolution 55-R-18, Phase II Engineering Services Agreement for the Howard Street Corridor Improvement Project

City Council approved Resolution 55-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 Christopher B. Burke Engineering, Ltd. (9575 W. Higgins Road, Suite 600 Rosemont, IL 60018) in the amount of $600,000. The total cost of the Phase II Engineering Services with Christopher B. Burke Engineering is $600,000. The Howard Street Project is a joint project with the City of Chicago and 50% of the funding is provided by Chicago. The City has received a federal grant of $162,637 through the North Shore Council of Mayors and this will be reimbursed to the City of Evanston. The remaining amount of $137,363 will be from the Capital Improvements Fund, 2018 General Obligation Bonds, Account 415.40.4118.62145-417002.

For Action
Approved on Consent Agenda

(A17) Ordinance 83-O-18, Authorizing the City Manager to Execute an Agreement to Sell Water to a New Wholesale Water Customer, the Village of Lincolnwood, Illinois

City Council adopted Ordinance 83-O-18, authorizing the City Manager to execute a Water Supply Agreement with the Village of Lincolnwood. The initial term of the agreement is for 39 years with two 10 year extension provisions at the discretion of Lincolnwood.

For Introduction
Rules suspended for Introduction and Action
Passed 8-0

(A18) Ordinance 93-O-18, Amending City Code Section 10-11-10, Schedule X “Limited Parking” to Add Schedule X(O) Saturday Special Event Parking Pilot Program

City Council adopted Ordinance 93-O-18, amending City Code Section 10-11-10, Schedule X “Limited Parking” to add Schedule X(O) Saturday Special Event Parking Pilot Program. This Ordinance would create a special event parking pilot program that would expand the usage of the ParkEvanston mobile app to include an on-street parking zone for Northwestern football game days, with a daily parking rate of $40.00.

Amendment to only include the Poplar Metra commuter lot in the Ordinance
Passed 8-0
(A19) Ordinance 94-O-18, Amending City Code Section 10-11-17, Schedule XVII “Parking Violation Penalties” to Add Schedule XVII (L) Non-Payment of Special Event Parking Fee

City Council adopted Ordinance 94-O-18, amending City Code Section 10-11-17, Schedule XVII “Parking Violation Penalties” to add Schedule XVII (L) Non-Payment of Special Event Parking Fee. During the special event pilot program mentioned in item A19, the penalty fee for non-payment would be $80.00.

(A20) Ordinance 92-O-18, Amending City Code Section 10-11-7, Schedule VII(C), “Bus Stops and Zones,” to Add Signed Bus Stops on Dodge Avenue from Oakton Street to Main Street

City Council adopted Ordinance 92-O-18, Amending City Code Section 10-11-7, Schedule VII(C), “Bus Stops and Zones,” to add signed bus stops on Dodge Avenue from Oakton Street to Main Street.

Amendment to change text to read “east side south of Kenney.”

Motion: Ald. Fleming

(A21) Ordinance 82-O-18, Vacating a Portion of Public Land South of the Church Street Public Right of Way, East of Florence Avenue, to an Abutting Owner

City Council adopted Ordinance 82-O-18 vacating a portion of public land south of the Church Street public right of way, east of Florence Avenue, to an abutting owner. Payment will be made to the City in the amount of $16,000.00 as determined by a third party appraisal report by Property Valuation Services.

For Action
Approved on Consent Agenda
(P1) **Vacation Rental License for 2130 Wesley Avenue**

City Council approved a Vacation Rental License for the property located at 2130 Wesley Avenue. The Vacation Rental meets all of the Standards and Procedures for license approval.

**For Action**

Approved on Consent Agenda

(P2) **Tenant-Based Rental Assistance Renewal Funding**

City Council approved a funding renewal of $300,000 in HOME funds to continue the current TenantBased Rental Assistance program, administered by Connections for the Homeless. The funding will provide stable housing for two years to up to ten at-risk Evanston families with children under the age of 18 in Evanston that are underemployed, and break the cycle of poverty and instability by developing the capacity to earn a living wage to support their families and afford market rate rental housing. The increase in funding from $250,000 to $300,000 is due to the increasing costs to rent in Evanston. Funding is from the HOME Investment Partnerships Program (Account 240.21.5430.65535). Currently, the City has a total of $474,275.33 in available uncommitted HOME funds.

**For Action**

Passed 8-0

(P3) **Resolution 49-R-18, Approving a Plat of Resubdivision for 1239 Asbury Avenue and 1224 Dempster Street**

City Council adopted Resolution 49-R-18 approving the proposed resubdivision of the property located at 1239 Asbury Avenue and 1224 Dempster Street.

**For Action**

Approved on Consent Agenda

(P4) **Ordinance 84-O-18, Granting a Special Use for a Daycare Center – Domestic Animal, and Kennel, Rex's Place, at 2118-2120 Ashland Ave., 1625 Payne St., and 2147-2149 Dewey Ave.**

City Council adopted Ordinance 84-O-18 granting special use approval for a Daycare Center – Domestic Animal, and Kennel, in the MXE Mixed Use Employment District. The applicant has complied with all zoning requirements and meets all of the standards for special use and major variations for this district.
For Introduction
Amendments requested will appear on September 17, 2018 Council agenda for action
Approved on Consent Agenda

(P5) Ordinance 40-O-18, Amending Subsection 6-4-1-9(B)(1) of the City Code, “Permitted Obstructions in Required Yards: General Provisions”

City Council approved Ordinance 40-O-18 to amend the Zoning Ordinance to reduce the required front yard setback for open porches in order to allow front porches with a usable depth without the need for zoning relief.

For Action
Approved on Consent Agenda

(P6) Ordinance 81-O-18 Granting Major Zoning Relief to Establish a Third Dwelling Unit in an Existing Two-Family Residence at 1822 Lyons Street

City Council adopted Ordinance 81-O-18 granting major zoning relief to establish a third dwelling unit in an existing two-family residence in the R4 General Residential District. The applicant requests relief for lot size, lot width, and to add zero parking spaces where two additional parking spaces are required. The applicant has complied with all zoning requirements and meets all of the standards for a variation for this district.

For Action
Approved on Consent Agenda

(P7) Ordinance 77-O-18 Granting Major Zoning Relief to Eliminate Parking and Add Fencing for Firehouse Grill at 750 Chicago Avenue

City Council adopted Ordinance 77-O-18 granting major zoning relief to eliminate one ADA parking stall (with one remaining) and install a 3’ tall fence (planter box) fronting Chicago Ave., and denying major zoning relief to install an 8’ tall wood fence with a 0’ street side yard (Madison St.) setback, in the C1a Commercial Mixed-Use District. The applicant has complied with all zoning requirements and meets all of the standards for a variation (for parking and the 3’ fence) for this district.

For Action
Approved on Consent Agenda
(O1) Resolution 50-R-18, Authorizing the City Manager to Sign the Greenest Region Compact 2 with the Metropolitan Mayors Caucus to Support Regional Sustainability Initiatives

City Council adopted Resolution 50-R-18 Authorizing City Manager to Sign Greenest Region Compact 2.

For Action
Approved on Consent Agenda

(O2) Approval of Funding for Chicago’s North Shore Convention and Visitors Bureau FY 2018

City Council approved funding for Chicago’s North Shore Convention and Visitors Bureau in the amount of $81,174.00 for a period commencing August 14, 2018 through June 30, 2019. Funding will be from the Economic Development Partnership Fund (Account 100.21.5300.62659).

For Action
Passed 7-1
Ald. Fleming voted No

(APP1) For Reappointment:

Housing & Community Development Act Committee     Glenn Mackey
Housing & Community Development Act Committee     Michael Miro
Economic Development Committee     Hecky Powell

For Action
Ald. Wynne made a motion to only approve the reappointment of Michael Miro and Hecky Powell
Passed 7-1
Ald. Fleming voted No
Call of the Wards

Ward 1: 1st Ward meeting on Tuesday September 4, from 7-9 p.m. at the Evanston Public Library. There will be a presentation on the projecting happening at 1621 Chicago Ave. There will also be a conversation about the Duluth Civility Project.

Ward 2: Thanked various staff members and departments for their works over the previous few weeks. Thanked the Parks & Rec. Department for a great work surrounding the Mayor Summer Youth Program.

Ward 3: No Report

Ward 4: No Report

Ward 5: No Report

Ward 6: No Report

Ward 7: No Report

Ward 8: Thanked Mayor Hagerty and former Mayor Tisdahl for participating in the Howard St Walk.

Ward 9: Ridgeville Park District will partner with the 9th Ward to host a 9th Ward Community Night on August 22nd from 5-7 at Ridgeville Park. On August 23, at 7 p.m. there will be a ward meeting at the Fire Station #2

Adjournment

Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned. Ald. Wynne lead City Council into Executive Session. A roll call vote was taken and by a unanimous vote (8-0) City Council recessed into Executive Session
ADMINISTRATION & PUBLIC WORKS COMMITTEE
Monday, September 17, 2018
6:00 p.m.

Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston
James C. Lytle Council Chambers

AGENDA

I. DECLARATION OF A QUORUM: ALDERMAN FLEMING

II. APPROVAL OF MINUTES OF REGULAR MEETING OF AUGUST 13, 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.

Payroll – August 6, 2018 through August 19, 2018 $3,094,412.31
Payroll – August 20, 2018 through September 9, 2018 $2,872,580.11
For Action

(A2) Bills List – September 11, 2018 $9,757,054.09
For Action

(A5) Change Order No. 2 to the Contract for the 2018 50/50 Sidewalk Replacement Project with Schroeder & Schroeder Inc.
Staff recommends that City Council authorize the City Manager to execute Change Order No. 2 to the contract for the 2018 50/50 Sidewalk Replacement Project (Bid No. 18-14) with Schroeder & Schroeder Inc. (7306 Central Park Avenue, Skokie, IL 60076) in the amount of $10,085.00. Change Order No. 1 increased the contract amount from $211,000.00 to $227,792.00. Proposed Change Order No. 2 will increase the contract amount to $237,877.00. Funding for this work will be from the Dodge Avenue Bus Stop Pilot Fund (Account 415.40.4118.65515 – 418013), which has $50,000 budgeted in 2018.
For Action
(A6) **One-Year Contract Extension for Purchase of Rock Salt from Morton Salt Company**  
Staff recommends City Council authorize the City Manager to execute a one-year contract extension for the purchase of up to 7,500 tons of rock salt from Morton Salt Company (123 N. Wacker Drive, Chicago, IL) at a cost of $64.21 per ton, for a winter season (2018/19) total of $481,575. Funding for this purchase will be provided from the Snow and Ice Control Fund (Account 100.40.4550.65015), which has a budget of $331,095 and a YTD balance of $16,195. Staff anticipates needing to spend the remainder of the balance in FY2018 which will come from the 2017/18 Rock Salt Purchase Order. Staff will request a FY2019 budget allocation of $465,380 for the purchase of the remaining tons needed to complete the 7,500 tons of salt.  
For Action

(A8) **Sidewalk Café – Tag’s Café**  
Staff recommends City Council approval of first-time application for a sidewalk café permit for Tag’s Cafe, a Type 2 restaurant located at 2012 Central Street. The sidewalk café will consist of three tables with two seats each for a seating capacity of six, and will operate daily from 6:30 a.m. - 4:00 p.m.  
For Action

(A10) **Contract with Target Solutions for a Learning Management Software System**  
Staff recommends City Council authorize the City Manager to enter into a two-year contract with Target Solutions (10805 Rancho Bernardo Road, Suite 200, San Diego, CA 92127-5703) for a Learning Management Software (LMS) system at an annual rate of $31,525. The contract term begins December 31, 2018 and the software provides required OSHA safety and other critical training for Police, Fire and non-sworn City employees. The Fire Department is already using Target Solutions and staff was able to negotiate a lower renewal rate for the Fire Department. Funding will be from four accounts. A detailed breakdown can be found on the corresponding transmittal memorandum. Access to the software will be complimentary from now until the contract term start date.  
For Action

(A14) **Resolution 69-R-18, Authorizing a Lease Renewal Agreement with Impact Behavioral Health Partners for Office Space at the Civic Center**  
Staff recommends City Council adoption of Resolution 69-R-18 authorizing the City Manager to negotiate the lease of office space with Impact Behavioral Health Partners (Impact) for 24 months for 2,940 square feet of space on the ground floor of the Civic Center (Suite G310 to G651), including eleven (11) telephone lines and telephones, at the rate of $3,362.00 per month. Impact will be responsible for payment of all remaining utilities.  
For Action
(A15) **Resolution 62-R-18, Agreement with Hoffman House Catering for Senior Meal Food Programs**

Staff recommends City Council adoption of Resolution 62-R-18 authorizing the City Manager to execute renewal contract with Hoffman House Catering (1530 Hubbard Ave., Batavia, IL) to provide a senior meal congregate program at the Levy Senior Center and Fleetwood-Jourdain Community Center for a period of October 1, 2018 through September 30, 2019 in the not-to-exceed amount of $4.80 per lunch meal. Total meal program contract value is projected at $43,543.00 (dependent upon the number of lunches served and varies depending on the levels of participation). The program will be reimbursed through a grant from Age Options, the regional coordinator of federal funds dispersed for programs in the Older Americans Act and donations received from attendees at the meal program.

*For Action*

(A20) **Ordinance 85-O-18, Decreasing the Number of Class C Liquor Licenses for Bat 17 located at 1709 Benson Avenue**

Staff recommends City Council adoption of Ordinance 85-O-18, amending Evanston City Code Subsection 3-4-6-(C) to decrease the number of Class C Liquor Licenses from twenty-four (24) to twenty-three (23). Alderman Fiske recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.

*For Introduction and Action*

(A21) **Ordinance 86-O-18, Increasing the Number of Class C Liquor Licenses for Tereneo 3634, LLC d/b/a Bat 17 located at 1709 Benson Avenue.**

Local Liquor Commissioner recommends City Council adoption of Ordinance 86-O-18, amending Evanston City Code Subsection 3-4-6-(C) to increase the number of Class C Liquor Licenses from twenty-three (23) to twenty-four (24) and permit issuance of a Class C license to Tereneo 3634, LLC d/b/a Bat 17, located at 1709 Benson Avenue. Alderman Fiske recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.

*For Introduction and Action*

(A22) **Ordinance 87-O-18, Decreasing the Number of Class R Liquor Licenses for Sodexo America, LLC d/b/a Northwestern University – Norris Center located at 1999 Campus Drive**

Staff recommends City Council adoption of Ordinance 87-O-18, amending Evanston City Code Subsection 3-4-6-(R) to decrease the number of Class R Liquor Licenses from three (3) to two (2). Sodexo America, LLC d/b/a Northwestern University – Norris Center has closed. Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.

*For Introduction and Action*
(A23) **Ordinance 88-O-18, Increasing the Number of Class R Liquor Licenses for Compass Group USA, Inc. d/b/a Chartwell’s - Northwestern University Norris Center located at 1999 Campus Drive**

Local Liquor Commissioner recommends City Council adoption of Ordinance 88-O-18, amending Evanston City Code Subsection 3-4-6-(R) to increase the number of Class R Liquor Licenses from two (2) to three (3) and permit issuance of a Class R license to Compass Group USA, Inc. d/b/a Chartwell’s - Northwestern University Norris Center located at 1999 Campus Drive. **Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.**

**For Introduction and Action**

(A24) **Ordinance 89-O-18, Decreasing the Number of Class T Liquor Licenses for Sodexo America, LLC d/b/a Sodexo America located at 1501 Central Street**

Staff recommends City Council adoption of Ordinance 89-O-18, amending Evanston City Code Subsection 3-4-6-(T) to decrease the number of Class T Liquor Licenses from three (3) to two (2). **Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.**

**For Introduction and Action**

(A25) **Ordinance 90-O-18, Increasing the Number of Class T Liquor Licenses for Compass Group USA, Inc., d/b/a Chartwell’s located at 1999 Campus Drive**

Local Liquor Commissioner recommends City Council adoption of Ordinance 90-O-18, amending Evanston City Code Subsection 3-4-6-(T) to increase the number of Class T Liquor Licenses from two (2) to three (3) and permit issuance of a Class T license to Compass Group USA, Inc., d/b/a Chartwell’s located at 1999 Campus Drive. **Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.**

**For Introduction and Action**

(A26) **Ordinance 91-O-18, Increasing the Number of Class T Liquor Licenses for Levy Premium Foodservice Limited Partnership, d/b/a Levy at Ryan Fieldhouse and Walter Athletics Center located at 2255 Campus Drive**

Local Liquor Commissioner recommends City Council adoption of Ordinance 91-O-18, amending Evanston City Code Subsection 3-4-6-(T) to increase the number of Class T Liquor Licenses from three (3) to four (4) and permit issuance of a Class T license to Levy Premium Foodservice Limited Partnership, d/b/a Levy at Ryan Fieldhouse and Walter Athletics Center located at 2255 Campus Drive. **Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.**

**For Introduction and Action**
(A27) **Ordinance 95-O-18, Increasing the Number of Class D Liquor Licenses for Union Squared Evanston located at 1307 Chicago Avenue**

Staff recommends City Council adoption of Ordinance 95-O-18, amending Evanston City Code Subsection 3-4-6-(D) to increase the number of authorized Class D liquor licenses from fifty (50) to fifty-one (51). **Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council.**

*For Introduction and Action*

(A28) **Ordinance 96-O-18, Decreasing the Number of Class A Liquor Licenses for Union Squared Evanston located at 1307 Chicago Ave.**

Staff recommends City Council adoption of Ordinance 96-O-18 amending Evanston City Code of 2012 Subsection 3-4-6-(A), as amended, to decrease the number of authorized Class A liquor licenses from one (1) to zero (0). **Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council.**

*For Introduction and Action*

(A29) **Ordinance 97-O-18, Increasing the Number of Class T Liquor Licenses for L3 Evanston, LLC, d/b/a Next of Kinship located at 1603 Orrington Avenue**

Local Liquor Commissioner recommends City Council adoption of Ordinance 97-O-18, amending Evanston City Code Subsection 3-4-6-(T) to increase the number of Class T Liquor Licenses from four (4) to five (5) and permit issuance of a Class T license to L3 Evanston, LLC, d/b/a Next of Kinship located at 1603 Orrington Avenue. **Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.**

*For Introduction and Action*

IV. **ITEMS FOR CONSIDERATION**

(A3) **Contract with Thelen Materials, LLC for 2018 Leaf Hauling/Disposal Season**

Staff recommends City Council authorize the City Manager to execute a one-year contract for leaf hauling/disposal with Thelen Materials, LLC (28957 W. IL Route 173 Antioch, IL 60002) in the not to exceed amount of $40,000. Funding will be from the Street Maintenance-Residential Debris/Removal Costs fund (Account 100.40.4510.62415), with a FY18 Budget of $45,000 and a YTD balance of $40,000.

*For Action*
(A4) Change Order No. 3 to the Agreement for the Treated Water Storage Replacement Project Engineering Services with CDM Smith
Staff recommends that City Council authorize the City Manager to execute Change Order No. 3 to the agreement for the Treated Water Storage Replacement Project Engineering Services (15-55) to CDM Smith (125 South Wacker Drive, Suite 600, Chicago, IL) in the amount of $22,040.00. This will increase the total contract amount from the current contract price of $1,328,730.00 to $1,350,770.00. Funding will be from the Water Fund, Capital Improvement Account 513.71.7330.62145 -733$107, which has an FY 2018 budget allocation of $12,500,000. See corresponding transmittal memorandum for further details on funding.
For Action

(A7) Emergency Single-Source Agreement with Johnson Controls for Replacement of Fire Panels/Devices at the Lorraine H. Morton Civic Center
Staff recommends City Council authorize the City Manager to execute an emergency, single-source agreement for the replacement of the existing fire panels and system devices at the Lorraine H. Morton Civic Center with Johnson Controls (91 N. Mitchell Court, Addison, IL) in the amount of $108,497.00. Funding will be from the CIP 2018 General Obligation Bond. Funding is available in the 2018 Facilities Contingency (Account 415.40.4118.65515 - 618028), which was budgeted at $275,000 and has $272,162.10 remaining.
For Action

(A9) Sole Source Purchase of Cisco SmartNet Software from CDW
Staff recommends City Council authorize the sole source purchase of Cisco SmartNet networking licenses and software from CDW (120 S.Riverside, Chicago, IL 60606) in the amount of $47,509.25. This contract provides support for the City’s essential computer networking system and covers the period September 15, 2018 through September 15, 2019. CDW is the current State Bid Contract provider for these services as of September 2018. Funding is provided by the IT Division, Computer Licensing and Support Fund (Account 100.19.1932.62340), which has a total budget of $500,000 and a YTD balance of $125,700.65. This is a 13% reduction from the previous agreement.
For Action

(A11) Purchase of Three Divvy Stations from Motivate International Inc.
The Transportation & Parking Committee and staff recommend approval for the purchase of three (3) Divvy stations from Motivate International Inc. in the amount of $33,991.96. This purchase is proposed to be made utilizing funds that are within the approved budget for Divvy operating expenses for FY2018. Funding will be from the Parking Fund- Divvy Operating Expenses (Account 505.19.7005.62603), which has a FY2018 budget of $304,000 and a YTD balance of $194,390.94. Staff anticipates that the FY2018 Divvy expenses will be $125,000.00.
For Action
(A12) Thirty-Six Month Contract Extension with Motivate International Inc. to Continue Operation of Divvy Bicycle Sharing System
The Transportation & Parking Committee and staff recommend the City Council authorize the City Manager to negotiate and execute a 36 month extension with Motivate International Inc. (“Motivate”) to continue to operate the Divvy bicycle sharing system in Evanston. This is a second partial extension of one of two 5 year extensions contemplated in the Operator Agreement between the City and Motivate. Staff anticipates the FY2019 budgeted amount for Divvy expenses will be cost neutral.
For Action

(A13) Resolution 67-R-18, Memorandum of Understanding with the City of Chicago Department of Transportation to Seek Approval to Share Revenue in the Divvy Sponsorship Agreement
The Transportation & Parking Committee and staff recommend City Council adopt Resolution 67-R-18, authorizing the City Manager to negotiate and execute a Memorandum of Understanding with the City of Chicago for a joint advertisement agreement for sponsorship of all Divvy bicycles, with Evanston receiving a pro rata share based on the number of bicycles in the Evanston Divvy system.
For Action

(A16) Resolution 59-R-18, Approving Intergovernmental Agreement for Use of the Village of Winnetka’s Fire Training Tower
Staff recommends that the City Council adopt Resolution 59-R-18 authorizing the City Manager to execute an inter-governmental agreement with the Village of Winnetka for the limited use of their training tower for Evanston Fire Department community engagement programs.
For Action

(A17) Resolution 70-R-18, Grant Application for State Funding through the Open Space Land Acquisition and Development Grant Program for the Harbert Park Renovation Project
Staff recommends approval of Resolution 70-R-18 authorizing the City Manager to Sign a Resolution of Authorization as part of an Open Space and Land Acquisition and Development (OSLAD) grant application to the Illinois Department of Natural Resources for the Harbert Park Renovations Project. Although the City has been a past recipient of the OSLAD grant, this is the first time in several years that the grant program has been accepting applications. If awarded, funding for this project will be from a variety of funding sources already proposed for Harbert Park Improvements in the 2019 budget, including 2018 Good Neighbor Funds, the Neighborhood Improvement Reserve Fund, and the 2019 General Obligation Bonds.
For Action
(A18) **Resolution 66-R-18, Easement Agreement with Northwestern University for Replacement of Underground Water Storage Reservoir at Lincoln Street and Campus Drive**

Staff recommends City Council adoption of Resolution 66-R-18 authorizing the City Manager to execute an easement agreement with Northwestern University to provide for a temporary construction easement for the removal of the existing reservoir and installation of the new reservoir. The easement agreement also establishes a long term easement agreement between the parties for the underground reservoir to be located below Northwestern University property.

**For Action**

(A19) **Ordinance 98-O-18, Amending City Code Section 7-2-6(D), “Sidewalk Cafes,” Allowing Class K Liquor Licensees Sidewalk Cafes**

City staff submits to City Council for consideration Ordinance 98-O-18 which amends the City Code to permit sidewalk cafes at business establishments that hold Class K liquor licenses. **Alderman Revelle recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council.**

**For Introduction and Action**

(A30) **Ordinance 109-O-18, Allowing Extended Hours of Alcohol Service for Z-1 and Z-2 Liquor License Holders through City Council Approval**

Local Liquor Commissioner recommends City Council adoption of Ordinance 109-O-18, amending Evanston City Code Subsection 3-4-6(Z-1) and 3-4-6(Z-2), to allow for extended hours of alcohol service for Z-1 and Z-2 liquor license holders through City Council approval. **Alderman Revelle recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.**

**For Introduction and Action**

(A31) **Extended Alcohol Service for One-Day Events - Levy Premium Foodservice**

Staff submits for City Council approval a request to extend alcohol service hours for one-day liquor events taking place at 1501 Central Street (“Levy Premium Foodservice”), on September 8, 2018, September 29, 2018, October 13, 2018, October 27, 2018, November 3, 2018, and November 24, 2018 to accommodate game day events during the Northwestern University football season.

**For Action**

(A32) **Ordinance 99-O-18, Amending Class K Liquor License to Decrease the Permitted Volume of Wine for Off Premise Consumption, Permit Alcoholic Spirit Tasting, and Increase the Permitted Volume of Beer for Consumption Onsite**

Local Liquor Commissioner recommends City Council adoption of Ordinance 99-O-18, amending Evanston City Code Subsection 3-4-6-(K) to decrease the permitted volume of wine for off premise consumption, permit alcoholic spirit tasting, and increase the permitted volume of beer for onsite consumption. **Alderman Revelle recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council.**

**For Introduction and Action**
(A33) **Ordinance 101-O-18, Amending the Class U Liquor License Permitted Hours of Sale of Alcoholic Liquor and Eliminating the Restriction of the Sale of Alcohol to the Lobby**
Local Liquor Commissioner recommends City Council adoption of Ordinance 101-O-18, amending Evanston City Code Subsection 3-4-6-(U) to amend the permitted hours of sale of alcoholic liquor and eliminating the restriction of the sale of alcohol to the lobby. This Ordinance will permit Class U licensees to sell alcoholic liquor two hours prior to any performance, during intermission, and two hours after the end of any performance. **Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.**

For Introduction and Action

(A34) **Ordinance 100-O-18, Proposed Modifications to City Code Section 10-11-6, Schedule VI; Snow Routes and Snow Emergency Regulations Contained in Section 10-4-13**
Staff recommends that City Council adopt Ordinance 100-O-18, amending City Code 10-4-13 (C), Snow Emergency, and the designated Snow Routes in Section 10-11-6, Schedule VI. The majority of the proposed modifications will make the City Code consistent with the current snow route map, existing snow route sign postings and staff’s current operations during snow events thereby improving snow removal operations and towing/parking bans associated with declared snow emergencies.

For Introduction

V. **ITEMS FOR DISCUSSION**

(APW1) **Eruv District Expansion**
Community members seek City Council’s direction on the proposed eruv district expansion.

For Discussion

VI. **COMMUNICATIONS**

VII. **ADJOURNMENT**
MEMBERS PRESENT: C. Fleming, P. Braithwaite, T. Suffredin, A. Rainey, R. Rue Simmons (arrived at 6:15p.m.)


PRESIDING OFFICIAL: Ald. Fleming

I. DECLARATION OF A QUORUM: ALDERMAN FLEMING, CHAIR
A quorum being present, Ald. Fleming called the meeting to order at 6:09p.m.

II. APPROVAL OF MINUTES OF REGULAR MEETING OF JULY 23, 2018
Ald. Braithwaite moved to accept the Minutes of July 23, 2018 and the A&PW meeting as submitted, seconded by Ald. Fleming.

The Minutes of the July 23, 2018 A&PW meeting were approved unanimously 4-0.

Ald. Rue Simmons arrived at 6:15p.m.

III. PUBLIC COMMENT
Junad Rizki spoke to Items A10, A16 and A17. Mr. Rizki stated concerns about the amount of the Chicagoland Paving settlement, which he thinks is the equivalent to a 0.5% property tax increase. He expressed concern about the Fountain Square liquidated damages collection. Mr. Rizki felt the Howard Street improvements are unnecessary. He also asked about the profit for the Lincolnwood water sale.

IV. 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 – July 9, 2018 through July 22, 2018 $3,201,457.76
For Action
For Action
Removed from consent agenda

(A3) **Purchase of Three Public Works Agency Vehicles from Currie Motors Inc. and JX Peterbilt**
Staff recommends City Council approval for the purchase of three (3) vehicles for operations in the Public Works Agency (Public Services Bureau). The following vehicles will be purchased: a Ford F-250 XL from Currie Motors Inc. (9423 W. Lincoln Highway, Frankfort, IL 60423) in the amount of $30,020.00; a Ford F-450 Chassis XL from Currie Motors Inc. in the amount of $63,274.00; and a Peterbilt 337 Cab and Chassis with a Cannon VO-260 aerial device from JX Peterbilt (PO Box 189, Wadsworth, IL 60083) in the amount of $162,917.00. Funding for the vehicles will be from the Equipment Replacement Fund (Account 601.19.7780.65550) in the amount of $256,211.00, which has a budgeted amount of $1,522,977.

For Action

(A4) **Fuel Purchases from Gas Depot Oil Company for July 6, 2018 through July 5, 2019**
Staff recommends approval of fuel purchases from July 6, 2018 thru July 5, 2019 in the amount of $900,000.00 from Gas Depot Oil Company (8930 N. Waukegan Road, Suite 230, Morton Grove, IL 60053). The Gas Depot Oil Company is the current Northwest Municipal Conference Bid winner from July 19, 2018 thru July 19, 2019 for all grades and types of fuels that are utilized by city vehicles. Funding for this purchase will be from the Major Maintenance, Materials to Maintain Autos Fund (Account 600.19.7710.65035). Present fuel prices are $2.42/gallon for 87 octane gasoline and $2.50/gallon for bio-diesel.

For Action

(A5) **Benchmark Analytics License Agreement**
Staff recommends that the City Council authorize the attached license agreement with Benchmark Analytics for a 3-year agreement with an option to renew for two additional years. The software system will assist with the management of the Evanston Police Department through the analysis of law-enforcement related information. The License Agreement provides that years one through three will be paid through a grant from the Joyce Foundation, 321 North Clark Street, Suite 1500, Chicago, IL 60654. If the City Council decides to renew the license agreement for years four and five, the cost will be $25,000 and $26,000 respectively. This expense will be paid from the Police Department’s operating budget from amounts proposed in those budget years.

For Action
(A6) **Contract with Capitol Cement Co., Inc. for 2018 Alley and Street Improvements Project**
Staff recommends City Council authorize the City Manager to execute a contract for the 2018 Alley and Street Improvements Project (Bid No. 18-34) with Capitol Cement Co., Inc. (6231 North Pulaski Road, Chicago, IL) in the amount of $874,761.30. Funding will be provided from the CIP Fund as follows: 2018 General Obligation Bonds in the amount of $275,940, the Special Assessment Fund in the amount of $213,645, and Community Development Block Grant funds in the amount of $385,176.30. A detailed breakdown of the funding can be found on the corresponding transmittal memorandum.

*For Action*

(A7) **Contract with Bodala, L.L.C. dba Central Rug and Carpet for the Noyes Cultural Arts Center – Hallway and Common Area Improvements**
Staff recommends City Council authorize the City Manager to execute a contract for the Noyes Cultural Arts Center – Hallway and Common Area Improvements (Bid 18-37) with Bodala, L.L.C. dba Central Rug and Carpet (3006 Central Street, Evanston, IL) in the amount of $199,145. Funding will be provided from the 2018 Capital Improvements Fund reimbursed by the Noyes Tenant Reserve Fund (Account 415.40.4218.65515 – 618010), which was budgeted at $200,000 in FY 2018 with all of the funding remaining.

*For Action*

(A8) **Contract with McGuire Igleski & Associates, Inc. for Architectural and Engineering Services Related to the Water Quality Laboratory**
Staff recommends City Council authorize the City Manager to execute a contract for architectural and engineering services related to the Water Quality Laboratory (RFP No. 18-18) with McGuire Igleski & Associates, Inc. (1330 Sherman Avenue, Evanston, IL 60201), in the amount of $182,025. Funding will be provided from the Water Fund (Account 513.71.7330.62145-718004) which included $150,000 budgeted for these services in 2018 and an additional $75,000 in 2019.

*For Action*

(A9) **Contract with Giant Maintenance & Restoration for 2018 Fire Hydrant Painting**
Staff recommends that the City Council authorize the City Manager to execute a contract for 2018 Fire Hydrant Painting with Giant Maintenance & Restoration (20678 W Highway 176, Mundelein, IL 60060) in the amount of $21,070.00. Funding for this work will be from the Water Fund (Account 510.40.4540.62230), which has an allocation of $36,000 for fire hydrant painting.

*For Action*

(A10) **Change Order No. 2 to the Engineering Services Contract for the Fountain Square Renovation Project with Christopher B. Burke Engineering, Ltd**
Staff recommends City Council authorize the City Manager to approve Change Order No. 2 to the existing engineering services contract for the Fountain Square Renovation Project (RFP 15-68) with Christopher B. Burke Engineering, Ltd
(9575 W. Higgins Road, Suite 600, Rosemont, IL 60018), in the amount of $39,113.01. This will modify the existing agreement amount from $945,438.68 to $984,551.69 and extend the contract deadline from September 30, 2018 to December 31, 2018. Funding for this work will be through the Washington National TIF fund from liquidated damages assessed against the construction contractor for failure to complete the work within the specified time. As of August 1, 2018 a total of $153,900.00 in liquidated damages has been assessed against the construction contractor.

For Action
Removed from consent agenda

(A11) **Consulting Contract Amendment #3, Design and Construction Engineering Services on Sherman Avenue between Davis Street and Church Street**

Staff recommends City Council authorize the City Manager to amend an existing engineering services contract for the Fountain Square Renovation Project (RFP No. 15-68) with Christopher B. Burke Engineering, Ltd. (9575 W. Higgins Road, Suite 600, Rosemont, IL 60018), in the amount of $64,861.10. This will modify the existing agreement amount from $984,551.69 to $1,049,412.79 and extend the contract deadline from December 31, 2018 to September 30, 2019. Funding is available through the Washington National TIF through savings realized from earlier portions of the Fountain Square Renovation Project. The actual construction (to be awarded at a future date) will be funded partially by additional savings and through the use of an additional $100,000 in funding from the Washington National TIF fund.

For Action
Removed from consent agenda

Ald. Fleming moved to recommend approval of the consent agenda, seconded by Ald. Braithwaite.

The Committee voted unanimously 5-0 to approve the consent agenda.

V. **ITEMS FOR CONSIDERATION**

(A2) Bills List – August 14, 2018 $7,783,168.33

Credit Card Activity (not including Amazon purchases) -
Period Ending June 26, 2018 $205,283.75

For Action
Ald. Fleming moved to recommend approval of the City of Evanston Bills through August 14, 2018 in the amount of $7,783,168.33 and the credit card activity (not including Amazon purchases) for the period ending June 26, 2018 in the amount of $205,283.75, seconded by Ald. Rue Simmons.

Ald. Braithwaite asked staff to pay more attention to the accounts being charged and the descriptions being used. His example was based on Page 4 of the report that listed Epic Burger as Office Supplies. He also asked staff to provide a
subtotal of charges for each department and if possible add a local spend category.

Ald. Fleming made a request for District 65 to partner with the Police Department to provide access to the school facilities in the event of an emergency. Assistant City Manager Erika Storlie will make the request to the school district to pay for the key fobs and return to the Committee.

Ald. Rainey requested staff ask Comcast to cancel the cable contract at 745 Howard because the City no longer occupies the former police outpost. It is unfair to the taxpayers of the City of Evanston to continue to pay until 2019. Assistant City Manager Erika Storlie will discuss this issue during the upcoming Comcast franchise renewal meeting and return to the Committee.

The Committee voted unanimously 5-0 to approve the bills and credit card activity.

(A10) Change Order No. 2 to the Engineering Services Contract for the Fountain Square Renovation Project with Christopher B. Burke Engineering, Ltd
Staff recommends City Council authorize the City Manager to approve Change Order No. 2 to the existing engineering services contract for the Fountain Square Renovation Project (RFP 15-68) with Christopher B. Burke Engineering, Ltd (9575 W. Higgins Road, Suite 600, Rosemont, IL 60018), in the amount of $39,113.01. This will modify the existing agreement amount from $945,438.68 to $984,551.69 and extend the contract deadline from September 30, 2018 to December 31, 2018. Funding for this work will be through the Washington National TIF fund from liquidated damages assessed against the construction contractor for failure to complete the work within the specified time. As of August 1, 2018 a total of $153,900.00 in liquidated damages has been assessed against the construction contractor.

For Action
Ald. Fleming moved to recommend City Council authorize the City Manager to approve Change Order No. 2 to the existing engineering services contract for the Fountain Square Renovation Project (RFP 15-68) with Christopher B. Burke Engineering, Ltd., in the amount of $39,113.01 modifying the existing agreement amount from $945,438.68 to $984,551.69 and extending the contract deadline from September 30, 2018 to December 31, 2018, seconded by Ald. Rainey.

At Ald. Rainey’s inquiry, Public Works Agency Director Dave Stoneback explained that the City will collect the liquidated damages assessed from the contractor’s payment.

At Ald. Fleming’s inquiry, Director Stoneback explained that Christopher B. Burke Engineering has been proactive with scheduling and guiding the contractor throughout the project. The failure of the construction contractor, Copenhaver Construction, to pressure test the underground pipes for leaks as suggested by Christopher B. Burke (but not required by contract) led to the contract extension.
Director Stoneback is fairly confident in the new deadline of September 30, 2018. The identified leaks will be repaired, glass delivery has been scheduled, fountain software testing will be completed in late August or early September and project closeout will be addressed.

At Ald. Rainey's inquiry, Director Stoneback explained that the fountain will be shut down at the first sign of frost which is usually around mid-November. The contractor is responsible for draining and cleaning the fountain the first two years and then City staff will take on this responsibility.

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

(A11) **Consulting Contract Amendment #3, Design and Construction Engineering Services on Sherman Avenue between Davis Street and Church Street**

Staff recommends City Council authorize the City Manager to amend an existing engineering services contract for the Fountain Square Renovation Project (RFP No. 15-68) with Christopher B. Burke Engineering, Ltd (9575 W. Higgins Road, Suite 600, Rosemont, IL 60018), in the amount of $64,861.10. This will modify the existing agreement amount from $984,551.69 to $1,049,412.79 and extend the contract deadline from December 31, 2018 to September 30, 2019. Funding is available through the Washington National TIF through savings realized from earlier portions of the Fountain Square Renovation Project. The actual construction (to be awarded at a future date) will be funded partially by additional savings and through the use of an additional $100,000 in funding from the Washington National TIF fund.

For Action

Ald. Fleming moved to recommend City Council authorize the City Manager to amend an existing engineering services contract for the Fountain Square Renovation Project (RFP No. 15-68) with Christopher B. Burke Engineering, Ltd. in the amount of $64,861.10 modifying the existing agreement amount from $984,551.69 to $1,049,412.79 and extending the contract deadline from December 31, 2018 to September 30, 2019, seconded by Ald. Rainey.

Director Stoneback explained that the original contract was $5.9 million contract and the actual contract price is approximately $5.5 million. The savings will be used to replace the sidewalk on the east side of Sherman between Church and Davis and that block of Sherman will also be resurfaced.

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

(A12) **Amazon Credit Card Activity – Period Ending June 26, 2018**

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<td>$23,649.82</td>
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For Action

Ald. Fleming moved to recommend approval of the Amazon credit card activity for the period ending June 26, 2018 in the amount of $23,649.82, seconded by Ald. Braithwaite.

The Committee voted unanimously 4-0 with Ald. Suffredin abstaining to
approve the credit card activity.

Staff recommends City Council adoption of Resolution 58-R-18 authorizing the City of Evanston (“City”) to issue a settlement payment pursuant to a settlement agreement and release in Chicagoland Paving Contractors, Inc. v. City of Evanston, et al. (Case No.17 -L-00).

For Action
Ald. Braithwaite moved to recommend City Council adoption of Resolution 58-R-18 authorizing the City of Evanston (“City”) to issue a settlement payment pursuant to a settlement agreement and release in Chicagoland Paving Contractors, Inc. v. City of Evanston, et al. (Case No.17 -L-00), seconded by Ald. Rue Simmons.

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

(A14) Resolution 53-R-18 Authorizing a Lease Agreement with North Shore Senior Center for Office Space at the Civic Center
Staff recommends City Council adoption of Resolution 53-R-18 authorizing the City Manager to negotiate the lease of office space with North Shore Senior Center at the rate of $511.50 per month for 12 months beginning October 1, 2018 for 430 sq. ft. of space on the ground floor of the Civic Center, Suite G205.

For Action
Ald. Rue Simmons moved to recommend City Council adoption of Resolution 53-R-18 authorizing the City Manager to negotiate the lease of office space with North Shore Senior Center at the rate of $511.50 per month for 12 months beginning October 1, 2018 for 430 sq. ft. of space on the ground floor of the Civic Center, Suite G205, seconded by Ald. Braithwaite.

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

(A15) Resolution 57-R-18, Illinois Department of Transportation Local Agency Agreement for Phase II Engineering on the Howard Street Corridor Improvement Project
Staff recommends approval of Resolution 57-R-18 authorizing the City Manager to sign a Local Agency Agreement with the Illinois Department of Transportation (IDOT) for the Howard Street Corridor Improvement Project, Phase II Engineering (construction plans). The Agreement establishes the maximum grant funding of the engineering cost, not to exceed $462,637, and commits Evanston to fund $137,363 of the engineering cost. Funding for this project will be from the Capital Improvement Fund, including 2018 General Obligation Bonds in the amount of $137,363, Surface Transportation Grant (STP) funds in the amount of $162,637, and reimbursement from the City of Chicago in the amount of $300,000.

For Action
Ald. Suffredin moved to recommend approval of Resolution 57-R-18
authorizing the City Manager to sign a Local Agency Agreement with the Illinois Department of Transportation (IDOT) for the Howard Street Corridor Improvement Project, Phase II Engineering (construction plans) establishing the maximum grant funding of the engineering cost, not to exceed $462,637, and commits Evanston to fund $137,363 of the engineering cost, seconded by Ald. Braithwaite.

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

(A16) Resolution 55-R-18, Phase II Engineering Services Agreement for the Howard Street Corridor Improvement Project
Staff recommends approval of Resolution 55-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 Christopher B. Burke Engineering, Ltd. (9575 W. Higgins Road, Suite 600 Rosemont, IL 60018) in the amount of $600,000. The total cost of the Phase II Engineering Services with Christopher B. Burke Engineering is $600,000. The Howard Street Project is a joint project with the City of Chicago and 50% of the funding is provided by Chicago. The City has received a federal grant of $162,637 through the North Shore Council of Mayors and this will be reimbursed to the City of Evanston. The remaining amount of $137,363 will be from the Capital Improvements Fund, 2018 General Obligation Bonds, Account 415.40.4118.62145-417002.

For Action
Ald. Rainey moved to recommend approval of Resolution 55-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 Christopher B. Burke Engineering, Ltd. in the amount of $600,000, seconded by Ald. Rue Simmons.

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

(A17) Ordinance 83-O-18, Authorizing the City Manager to Execute an Agreement to Sell Water to a New Wholesale Water Customer, the Village of Lincolnwood, Illinois
Staff recommends that the City Council adopt Ordinance 83-O-18, authorizing the City Manager to execute a Water Supply Agreement with the Village of Lincolnwood. The initial term of the agreement is for 39 years with two 10 year extension provisions at the discretion of Lincolnwood.

For Introduction
Ald. Fleming moved to suspend the rules and recommend City Council adopt Ordinance 83-O-18, authorizing the City Manager to execute a Water Supply Agreement with the Village of Lincolnwood. The initial term of the agreement is for 39 years with two 10 year extension provisions at the discretion of Lincolnwood, seconded by Ald. Rue Simmons.
The Committee voted unanimously 5-0 to suspend the rules and adopt the ordinance.

(A18) **Ordinance 93-O-18, Amending City Code Section 10-11-10, Schedule X “Limited Parking” to Add Schedule X(O) Saturday Special Event Parking Pilot Program**

Staff recommends City Council adopt Ordinance 93-O-18, amending City Code Section 10-11-10, Schedule X “Limited Parking” to add Schedule X(O) Saturday Special Event Parking Pilot Program. This Ordinance would create a special event parking pilot program that would expand the usage of the ParkEvanston mobile app to include an on-street parking zone for Northwestern football game days, with a daily parking rate of $40.00. **Staff recommends suspension of the rules for Introduction and Action at the August 13, 2018 City Council.**

**For Introduction and Action**

**PUBLIC COMMENT**

Ald. Revelle listed a number of concerns regarding the ordinance: 1) Evanston residents that pay the annual wheel tax should not be required to pay the event parking rate; 2) Evanston residents with non-Evanston guests should not be required to pay the event parking rate; 3) Commuters parking along the Metra track in the Poplar lot should not be required to pay the event parking rate; 4) Has adequate consideration been given to the parking needs of patrons of Central Street businesses on game day? She proposed designating the Central Street parking lot as special event parking on game days 4 hours before and 2 hours after the game at a rate of $40 to test the demand.

Mary Rosinski felt that this proposal penalizes the residents in the area. She also believes that there are not enough parking spaces to generate the estimated revenue. To solve the resident parking congestion she thinks the area should be resident only parking on game days.

At Ald. Rainey’s inquiry, Assistant City Manager Erika Storlie explained that parking on Central Street is limited on game days to efficiently control the flow of stadium traffic. Signs are placed on the parking meters restricting parking approximately 4 hours before kick off and midway through the game the meters on the opposite side of the street are restricted to facilitate a faster exit from the stadium.

At Ald. Rainey’s suggestion to increase parking meter fees on Central Street to $40 instead of restricting parking, Assistant City Manager Storlie explained that we do not currently have the ability to adjust the meter prices remotely on game days.

Ald. Suffredin said Ald. Revelle’s proposal is a good start and would generate revenue, with more revenue to be captured later through the ParkEvanston app. He did express concern about Police overtime and Central Street businesses. He noted that campus parking is free and people can ride the shuttle to the stadium.
Ald. Fleming moved to suspend the rules and amend the recommendation that City Council adopt Ordinance 93-O-18, amending City Code Section 10-11-10, Schedule X “Limited Parking” to add Schedule X(O) Saturday Special Event Parking Pilot Program designating the Central Street and Poplar parking lots as special event parking only on game days with a daily parking rate of $40.00, seconded by Ald. Rue Simmons.

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

(A19) Ordinance 94-O-18, Amending City Code Section 10-11-17, Schedule XVII “Parking Violation Penalties” to Add Schedule XVII (L) Non-Payment of Special Event Parking Fee

Staff recommends City Council adopt Ordinance 94-O-18, amending City Code Section 10-11-17, Schedule XVII “Parking Violation Penalties” to add Schedule XVII (L) Non-Payment of Special Event Parking Fee. During the special event pilot program mentioned in item A19, the penalty fee for non-payment would be $80.00. Staff recommends suspension of the rules for Introduction and Action at the August 13, 2018 City Council.

For Introduction and Action

Ald. Fleming moved to suspend the rules and recommend City Council adopt Ordinance 94-O-18, amending City Code Section 10-11-17, Schedule XVII “Parking Violation Penalties” to add Schedule XVII (L) Non-Payment of Special Event Parking Fee with a penalty fee for non-payment of $80.00, seconded by Ald. Rue Simmons.

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

(A20) Ordinance 92-O-18, Amending City Code Section 10-11-7, Schedule VII(C), “Bus Stops and Zones,” to Add Signed Bus Stops on Dodge Avenue from Oakton Street to Main Street

The Transportation and Parking Committee and staff recommend City Council adopt Ordinance 92-O-18, Amending City Code Section 10-11-7, Schedule VII(C), “Bus Stops and Zones,” to add signed bus stops on Dodge Avenue from Oakton Street to Main Street.

For Introduction

Ald. Fleming moved to suspend the rules and recommend City Council adopt Ordinance 92-O-18, Amending City Code Section 10-11-7, Schedule VII(C), “Bus Stops and Zones,” to add signed bus stops on Dodge Avenue from Oakton Street to Main Street, seconded by Ald. Rue Simmons.

The Committee voted unanimously 5-0 to suspend the rules and adopt the ordinance.
VI. ITEMS FOR DISCUSSION

(APW1) Proposed Amendment to Snow Route Code of Ordinance 10-4-13 and the Snow Routes Designated in Section 10-11-6, Schedule VI

The Public Works Agency recommends amending City Ordinance, 10-4-13 (C), Snow Emergency, and the designated Snow Routes in Section 10-11-6, Schedule VI, in order to improve and assist snow removal operations and towing/parking bans associated with declared snow emergencies. With concurrence of the City Council, staff will work with the Legal Department to craft the appropriate Ordinance to adopt these modifications.

For Discussion

Public Works Agency Bureau Chief Edgar Cano presented proposed revisions to the snow routes and snow emergency ordinance. The proposed actions clarify starting and ending points, updates the snow route ordinance to match what is currently posted, adds new snow route locations and removes streets that no longer exist or are necessary as a snow route.

Ald. Braithwaite suggested driving the affected routes with aldermen. He also asked about District 65 bus routes. Public Works Agency Director Stoneback explained that there are 9 snow removal zones in equal amount of miles. There is at least one truck in each zone at all times. Primary streets are cleared first, then side streets.

Ald. Fleming would like aldermen to have more time to review the changes in their ward. She also asked that upon completion, the revised list is published on the website.

VI. COMMUNICATIONS

VII. ADJOURNMENT

Ald. Fleming moved to adjourn, seconded by Ald. Rue Simmons. The Committee voted unanimously 5-0 to adjourn the meeting at 7:12pm.

Respectfully Submitted,

Janella Hardin, PHR
Memorandum

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

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

Subject: City of Evanston Payroll and Bills

Date: September 13, 2018

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

Summary:
Payroll – July 23, 2018 through August 5, 2018 $ 3,195,300.97
(Payroll includes employer portion of IMRF, FICA, and Medicare)
Payroll – August 6, 2018 through August 19, 2018 $ 3,094,412.31
(Payroll includes employer portion of IMRF, FICA, and Medicare)
Payroll – August 20, 2018 through September 9, 2018 $ 2,872,580.11
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Bills List – September 11, 2018 $ 9,757,054.09
General Fund Amount – Bills list $ 866,892.82
General Fund Amount – Supplemental list $ 3,776.87
General Fund Total: $ 870,669.69

TOTAL AMOUNT OF BILLS LIST & PAYROLL $18,919,347.48

*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
13040 ILLINOIS PAPER DBA IMPACT NETWORKING LLC COPIER PAPER 1,384.00
21639 EYE MED VISION CARE EYE VIEW MONTHLY INVOICE 4,353.88
21640 METLIFE SMALL BUSINESS CENTER METLIFE DENTAL MONTHLY INVOICE 20,867.81
21640 GUARDIAN GUARDIAN DENTAL MONTHLY INVOICE 18,389.27
22725 VERIZON WIRELESS COMMUNICATION CHARGES 17,433.10

100 GENERAL Support Total 62,248.06

1300 CITY COUNCIL
62360 METROPOLITAN MAYORS CAUCUS 2017-2018 CAUCUS DUES 3,351.87
62300 CHICAGO METROPOLITAN AGENCY FOR PLANNING FY 2019 LOCAL CONTRIBUTION 2,832.68

1300 CITY Council Total 6,184.55

1400 CITY CLERK
60775 WEAVER, WENDY *ICE CREAM SOCIAL EVENT 480.00

1400 CITY Clerk Total 480.00

1505 CITY MANAGER
62280 FEDERAL EXPRESS CORP. SHIPPING 26.08
62295 EVONDA THOMAS-SMITH REIMBURSEMENT: SEED TRAINING 147.91
62296 WALTER BOBKIEWICZ *REIMBURSEMENT: BIG TEN LINCOLN, NEBRASKA 969.43
62509 MUDLARK THEATER COMPANY *STAFF TRAINING & COMMUNITY ENGAGEMENT 10,000.00
64540 AT & T MOBILITY *COMMUNICATION CHARGES AUGUST 2018 158.94

1505 CITY Manager Total 11,300.44

1510 PUBLIC INFORMATION
62205 ON TRACK FULFILLMENT INC. FIRST WARD MEETING POSTCARDS 444.76
62205 FIRST WARD MEETING POSTCARDS POSTAGE FOR FIRST WARD MEETING POSTCARDS 932.88
62496 LANGUAGE LINE SERVICES TRANSLATION SERVICES 54.77

1510 PUBLIC Information Total 1,432.18

1555 FINANCIAL ADMINISTRATION
62280 FEDERAL EXPRESS CORP. OVERNIGHT SHIPPING CHARGES 73.85

1555 FINANCIAL Administration Total 73.85

1560 REVENUE & COLLECTIONS
51600 CLAS ATTN: JAMES DXGA REFUND TRANSFER STAMP 525.00
51620 CENTRAL LAW GROUP REFUND TRANSFER STAMP 2,725.00
52010 DAKOTA TEAFATILLER WHEEL TAX REFUND - ACTIVE SERVICE 37.50
53710 NICOLAS WINTERMORGEN PAEZ REFUND OF PASPORT FEE 25.00
61080 ACCOUNTING PRINCIPALS TEMPORARY PERSONNEL SERVICES 6,457.32
62315 PITNEY BOWES POSTAGE MACHINE REFILL 8,080.00
62431 DUNBAR ARMORED ARMORED CAR SERVICES FOR CITY OF EVANSTON 4,823.56
64541 ALADDIN AUDIT SOLUTIONS AUDITING 1,830.48
65045 ILLINOIS SECRETARY OF STATE, VEHICLE *EVANSTON WHEEL TAX LIST 500.00
65056 MSF GRAPHICS, INC. EXEMPT STAMP CHARGES 58.70
65056 MSF GRAPHICS, INC. TRANSFER STAMPS 518.00

1560 REVENUE & Collections Total 25,590.56

1570 ACCOUNTING
62110 SIKCH LLIP AUDIT FEES YE 123117 9,000.00
62110 POSTER & FOSTER PREPARATION OF 12/31/17 GASB 67 DISCLOSURE AND REVIEW OF BOND DOCUMENTS 3,000.00
62110 POSTER & FOSTER REVISED 2018 GASB 67 DISCLOSURE 1,500.00
62185 LAUTBER & AMEN LLP PREPARATION OF POLICE FIRE PENSION IDO REPORT 13,000.00
62315 FEDERAL EXPRESS CORP. OVERNIGHT SHIPPING CHARGES 61.47
62360 SAM'S CLUB DIRECT *SERVICE FEES 50.00

1570 ACCOUNTING Total 28,611.47

1580 COMMUNITY ARTS
66040 ART ENCOUNTER FINAL PAYMENT FOR MURAL ON EMERSON AT EMERSON-RIDGE-GREENBAY 6,000.00
66040 ART ENCOUNTER FINAL PAYMENT FOR MURAL ON RIDGE AT EMERSON-RIDGE-GREENBAY 6,000.00
66040 ENTHEOS THEATRE WORKSHOP ARTS COUNCIL CULTURAL FUND GRANT 2,500.00
66040 LITERATURE FOR ALL OF US ARTS COUNCIL CULTURAL FUND GRANT 2,000.00
66040 PERSPECTIVE GROUP AND PHOTOGRAPHY GALLERY LIMITED ARTS COUNCIL CULTURAL FUND GRANT 3,000.00
66040 NORTHWESTERN UNIVERSITY ACCOUNTING ARTS COUNCIL CULTURAL FUND GRANT 3,000.00
66040 MUDLARK THEATER COMPANY ARTS COUNCIL CULTURAL FUND GRANT 3,000.00

1580 COMMUNITY Arts Total 20,500.00

1705 LEGAL ADMINISTRATION
52060 I STATE POLICE LIQUOR LICENSING BACKGROUND CHECK FEES 135.00
52060 I STATE POLICE LIQUOR LICENSING BACKGROUND CHECK FEES 270.00
62315 FEDERAL EXPRESS CORP. SHIPPING 73.08
62345 MARIO TRETTO JR *REIMBURSEMENT: ELECTION OBJECTION 204.20
62509 SUSAN D BRONNER HEARING OFFICER 2,100.00
62509 JEFFREY D. GREENSPAN HEARING OFFICER 1,020.00
62509 MARY C. MCMURRAY HEARING OFFICER 1,665.90
65010 WEST GROUP PAYMENT CTR WESTLAKE SUBSCRIPTION 900.00
65036 OFFICE DEPOT OFFICE SUPPLIES 94.98

1705 LEGAL Administration Total 9,432.94

1929 HUMAN RESOURCE DIVISION
62180 TRAN UNION CORP TESTING FOR EMPLOYMENT SERVICES 1,185.00
62180 TRAN UNION CORP TESTING FOR EMPLOYMENT SERVICES 1,185.00
62180 TRAN UNION CORP TESTING FOR EMPLOYMENT SERVICES 1,185.00
62180 TRAN UNION CORP TESTING FOR EMPLOYMENT SERVICES 1,185.00
62855 EAP CONSULTING-EMPLOYEE SERVICES 558.00
62855 EAP CONSULTING-EMPLOYEE SERVICES 558.00

1929 HUMAN RESOURCE Division Total 16,012.70

1932 INFORMATION TECHNOLOGY DIVI
62175 IRON MOUNTAIN OSP OFF SITE DATA STORAGE 798.67
62280 DELL COMPUTER CORP. DELL POWEREDGE ANNUAL RENEWAL & 1 DELL EQUALLOGIC STORAGE 12,850.40
62250 DELL COMPUTER CORP. DELL PRO SUPPORT RENEWAL 1,247.00
62390 XORO INC. COPIER CHARGES 250.99
62380 CHICAGO OFFICE TECHNOLOGY GROUP COPIER CHARGES 790.44
64050 COX CABLE SERVICES 9,379.29
64050 AT & T COMMUNICATION CHARGES 628.41
64050 AT & T COMMUNICATION CHARGES 10,955.25
65015 DELL COMPUTER CORP. 15 DELL HARD DRIVES FOR FILE SERVERS 5,348.85
66015 DELL COMPUTER CORP. DELL POWEREDGE RD40 SERVERS 5,420.47

1932 INFORMATION TECHNOLOGY DIVI Total 41,811.98

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### CITY OF EVANSTON

**BILLS LIST**

**PERIOD ENDING 09.11.2018**

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<td>250 AFFORDABLE HOUSING FUND</td>
<td>250 AFFORDABLE HOUSING FUND Total</td>
<td>25,548.00</td>
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<tr>
<td><strong>320 DEBT SERVICE FUND</strong></td>
<td>320 DEBT SERVICE FUND</td>
<td>320 DEBT SERVICE FUND Total</td>
<td>14,407.00</td>
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<tr>
<td><strong>330 HOWARD-RIDGE TIF FUND</strong></td>
<td>330 HOWARD-RIDGE TIF FUND</td>
<td>330 HOWARD-RIDGE TIF FUND Total</td>
<td>252,537.11</td>
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</tbody>
</table>

**Notes:**
- **CITY OF EVANSTON BILLS LIST PERIOD ENDING 09.11.2018**
- The table above summarizes various fund allocations and disbursements for the specified period.
- Each entry includes the fund category, fund, description, and total amount.
- The totals are calculated at the end of each relevant section.
### 335 WEST EVANSTON TIF FUND

- **5470 WEST EVANSTON TIF**
  - **TIF TAX CODE ANALYSIS**
    - 2,337.50
    - 2,337.50

### 415 CAPITAL IMPROVEMENTS FUND

#### 4116 2018 BOND PROJECTS

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>616017 62145 CLARK DIETZ, INC. FLEETWOOD HVA/C &amp; ELEC</td>
<td>2,008.83</td>
</tr>
<tr>
<td>516002 62145 SMITHGROUPUR, INC. CHURCH STREET HARBOR RENOVATIONS - PHASE 2</td>
<td>6,152.40</td>
</tr>
</tbody>
</table>

#### 4116 2016 BOND PROJECTS Total

- 8,161.22

#### 4117 2017 GO BOND ISSUANCE

- **FOUNTAIN SQUARE RENOVATIONS** 8.17
- STREETLIGHT MASTER PLAN 24,084.52
- **TEXAS ASSOCIATES, INC. HOWARD ST CORRIDOR IMPROVEMENT PROJECT ENGINEERING SRV** 1,103.66

#### 4117 2017 GO BOND ISSUANCE Total

- 25,949.65

#### 4118 2018 GO BOND CAPITAL

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>5603 68515 CAPITOL CEMENT CO. 18 ALLEY AND STREET IMPROVEMENTS</td>
<td>188,027.00</td>
</tr>
<tr>
<td>618014 65515 LAFORCE INC SOUTH BLVD BEACH RESTROOM DOOR REPLACEMENT</td>
<td>7,730.23</td>
</tr>
<tr>
<td>618025 65515 STANDARD PIPE AND SUPPLY INC WATER LINE UPGRADE FOR CIVIC CENTER 4TH FLOOR BATHROOM</td>
<td>5,507.46</td>
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<tr>
<td>41803 65515 PRECISION PAVEMENT MARKINGS, INC. 2018 PAVEMENT MARKING PROGRAM</td>
<td>58,314.80</td>
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<tr>
<td>41803 65515 CONNECTIVE 2018 LAMINATED HIGHWAY PAVEMENT REFINISHING PROGRAM</td>
<td>73,109.43</td>
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<tr>
<td>617023 65515 MONSON NICHOLAS, INC. SERVICE CENTER PARKING DECK RESTORATION</td>
<td>46,225.00</td>
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<tr>
<td>418001 65515 BOLDNER CONTRACTORS 2018 WATER MAIN /STREET RESURFACING PROJECT</td>
<td>116,301.64</td>
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<tr>
<td>58005 65515 SOUTH WATER SIGNS PARK SIGNS</td>
<td>8,779.50</td>
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#### 4118 2018 GO BOND CAPITAL Total

- 507,447.21

#### 4217 2017 OTHER FUNDING SOURCE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>617017 65515 ROSS BARNEY ARCHITECTS HOWARD ST. THEATER DESIGN</td>
<td>5,379.25</td>
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</table>

#### 4217 2017 OTHER FUNDING SOURCE Total

- 286,126.24

#### 4218 NON-BOND CAPITAL, 2018

- 5601 62145 CHristopher B. Burke Engineering, Ltd. STREETLIGHT MASTER PLAN | 24,084.52 |
- 4118 65515 CROWN CONSTRUCTION FUND | 1,483,219.69 |
- 4160 65515 TIF TAX CODE ANALYSIS | 2,337.50 |

#### 4218 NON-BOND CAPITAL, 2018 Total

- 2,596,067.09

#### 5602 2018B BONDS

<table>
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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>62716 CHAPMAN &amp; CUTLER BOND COUNSEL SERVICES - 2018 ABCD GO BOND ISSUE</td>
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<tr>
<td>62716 MOODY'S INVESTORS SERVICE RATING AGENCY FEE - 2018 ABCD GO BOND ISSUE</td>
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<tr>
<td>62716 IMAGE MASTER PRINTING OF OFFICIAL STATEMENT FOR 2018 ABCD GO BOND ISSUE</td>
<td>370.31</td>
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<tr>
<td>62716 ZIONS BANK ANNUAL PAYING AGENT FEE - 2018 ABCD GO BOND ISSUE</td>
<td>350.88</td>
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<tr>
<td>62716 INDEPENDENT PUBLIC ADVISORS, LLC FINANCIAL ADVISORY SERVICES - 2018 ABCD GO BOND ISSUE</td>
<td>3,860.31</td>
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<tr>
<td>62716 ICE MILLER LEGAL COUNSEL DISCLOSURE COUNSEL FEE - 2018 ABCD GO BOND ISSUE</td>
<td>2,798.72</td>
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<tr>
<td>62716 PRECO LLC ELECTRIC DISTRIBUTION OF OFFICIAL STATEMENT - 2018 ABCD GO BONDS</td>
<td>1,462.50</td>
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<tr>
<td>62716 FINANCIAL ADVISORY SERVICES - 2018 ABCD GO BOND ISSUE</td>
<td>10,133.31</td>
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<tr>
<td>62716 Fitch Ratings, Inc. RATING FEE FOR 2018 ABCD GO BOND ISSUE</td>
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#### 5602 2018B BONDS Total

- 39,758.58

#### 5603 2018C BONDS

- 62716 CHAPMAN & CUTLER BOND COUNSEL SERVICES - 2018 ABCD GO BOND ISSUE | 9,239.07 |
- 62716 MOODY'S INVESTORS SERVICE RATING AGENCY FEE - 2018 ABCD GO BOND ISSUE | 5,374.25 |
- 62716 IMAGE MASTER PRINTING OF OFFICIAL STATEMENT FOR 2018 ABCD GO BOND ISSUE | 322.29 |
- 62716 ZIONS BANK ANNUAL PAYING AGENT FEE - 2018 ABCD GO BOND ISSUE | 322.29 |
- 62716 INDEPENDENT PUBLIC ADVISORS, LLC FINANCIAL ADVISORY SERVICES - 2018 ABCD GO BOND ISSUE | 3,359.66 |
- 62716 ICE MILLER LEGAL COUNSEL DISCLOSURE COUNSEL FEE - 2018 ABCD GO BOND ISSUE | 2,435.76 |
- 62716 PRECO LLC ELECTRIC DISTRIBUTION OF OFFICIAL STATEMENT - 2018 ABCD GO BONDS | 208.98 |
- 62716 FINANCIAL ADVISORY SERVICES - 2018 ABCD GO BOND ISSUE | 8,819.12 |
- 62716 Fitch Ratings, Inc. RATING FEE FOR 2018 ABCD GO BOND ISSUE | 4,535.55 |

#### 5603 2018C BONDS Total

- 35,395.89

### 415 CAPITAL IMPROVEMENTS FUND

#### 416 CROWN CONSTRUCTION FUND

<table>
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<tr>
<th>Description</th>
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<tr>
<td>616017 62145 WOODHOUSE TINUCI ARCHITECTS</td>
<td>199,634.09</td>
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<tr>
<td>5601 65515 BULLEY &amp; ANDREWS, LLC ROBERT CROWN CONSTRUCTION MANAGER SERVICES CONTRACT</td>
<td>41,510.00</td>
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<tr>
<td>5603 65515 BULLEY &amp; ANDREWS, LLC ROBERT CROWN CONSTRUCTION MANAGER SERVICES</td>
<td>1,242,075.60</td>
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#### 416 CROWN CONSTRUCTION PROJECT Total

- 1,483,218.69

#### 5601 2018A BONDS

- 62716 CHAPMAN & CUTLER BOND COUNSEL SERVICES - 2018 ABCD GO BOND ISSUE | 23,888.19 |
- 62716 MOODY'S INVESTORS SERVICE RATING AGENCY FEE - 2018 ABCD GO BOND ISSUE | 13,858.59 |
- 62716 IMAGE MASTER PRINTING OF OFFICIAL STATEMENT FOR 2018 ABCD GO BOND ISSUE | 833.25 |
- 62716 ZIONS BANK ANNUAL PAYING AGENT FEE - 2018 ABCD GO BOND ISSUE | 600.00 |
- 62716 INDEPENDENT PUBLIC ADVISORS, LLC FINANCIAL ADVISORY SERVICES - 2018 ABCD GO BOND ISSUE | 8,888.62 |
- 62716 ICE MILLER LEGAL COUNSEL DISCLOSURE COUNSEL FEE - 2018 ABCD GO BOND ISSUE | 6,297.80 |
- 62716 PRECO LLC ELECTRIC DISTRIBUTION OF OFFICIAL STATEMENT - 2018 ABCD GO BONDS | 542.91 |
- 62716 FINANCIAL ADVISORY SERVICES - 2018 ABCD GO BOND ISSUE | 22,802.37 |
- 62716 Fitch Ratings, Inc. RATING FEE FOR 2018 ABCD GO BOND ISSUE | 11,728.93 |

#### 5601 2018A BONDS Total

- 59,276.07

### 416 CROWN CONSTRUCTION FUND Total

- 1,532,486.15

#### 505 PARKING SYSTEM FUND

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>7005 PARKING SYSTEM MGT</td>
<td>10,532.40</td>
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<tr>
<td>62431 GUNNAR ARMORED ARMORED CAR SERVICES FOR CITY OF EVANSTON</td>
<td>12,045.64</td>
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<tr>
<td>62509 DUNCAN PARKING TECHNOLOGIES, INC. CITATION, TRANSMISSIONS, ONLINE PAYMENTS, LETTERS</td>
<td>149,910.65</td>
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<tr>
<td>62603 MOTIVATE INTERNATIONAL, INC. PARKING SERVICES - DIVVY OPERATION - ONGOING FEES</td>
<td>8,675.26</td>
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<tr>
<td>62440 VERIZON NETWORKFLEET, INC. AVI TRACKERS</td>
<td>16.95</td>
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<tr>
<td>41702 65515 INTERIA, INC. MATERIAL TESTING SERVICES</td>
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#### 7005 PARKING SYSTEM MGT Total

- 188,055.40

#### 7015 PARKING LOTS & METERS

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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>62245 PASSPORT PARKING, INC MOBILE PAY</td>
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<tr>
<td>62425 PASSPORT PARKING, INC SUPPLIES</td>
<td>5,250.00</td>
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#### 7015 PARKING LOTS & METERS Total

- 50,008.43
<table>
<thead>
<tr>
<th>Account Number</th>
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<tbody>
<tr>
<td>62245</td>
<td>TOTAL PARKING SOLUTIONS, INC. *PREVENTATIVE MAINTENANCE</td>
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<tr>
<td>62245</td>
<td>TOTAL PARKING SOLUTIONS, INC. MULTISPACE METER MAINTENANCE</td>
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<tr>
<td>62245</td>
<td>TOTAL PARKING SOLUTIONS, INC. MULTISPACE METER SUPPLIES</td>
<td>995.00</td>
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<tr>
<td>62509</td>
<td>TOTAL PARKING SOLUTIONS, INC. VALLEYSIDE ST. RENT</td>
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<tr>
<td>62509</td>
<td>TOTAL PARKING SOLUTIONS, INC. RENT FOR PARKING LEASE</td>
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<tr>
<td>65070</td>
<td>TOTAL PARKING SOLUTIONS, INC. JULY 2018 CREDIT AND DEBIT CARD TRANSACTION FEES</td>
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**Total** | 108,133.92 |

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**7025 CHURCH STREET GARAGE**

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<tr>
<td>62400</td>
<td>SP PLUS PARKING PARKING GARAGE MANAGEMENT</td>
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<tr>
<td>64505</td>
<td>CALL ONE COMMUNICATION CHARGES</td>
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<tr>
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<td>CALL ONE COMMUNICATION CHARGES</td>
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**Total** | 24,528.21 |

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**7036 3C PAYMENT (USA) CORP**

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<td>62210</td>
<td>ALLEGRA PRINT &amp; IMAGING BUSINESS CARDS FOR BRIAN ANDERSEN</td>
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<tr>
<td>64540</td>
<td>VERIZON NETWORKFLEET, INC. AVL TRACKERS</td>
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<tr>
<td>65095</td>
<td>OFFICE DEPOT OFFICE SUPPLIES</td>
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**Total** | 514.51 |

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**7040 PUMPING**

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<tbody>
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<td>62385</td>
<td>CMMS SPECIALIST CONTRACT SALARY</td>
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<td>62385</td>
<td>CMMS VUEWORKS YEAR 2</td>
<td>1,327.50</td>
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<tr>
<td>62455</td>
<td>SEBIS DIRECT UTILITY BILL PRINT &amp; MAIL SERVICES</td>
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**Total** | 9,524.25 |

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**505 PARKING SYSTEM Fund Total**

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<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>62210</td>
<td>ALLEGRA PRINT &amp; IMAGING BACKFLOW POSTCARDS-FINAL NOTICE</td>
<td>83.00</td>
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<tr>
<td>62275</td>
<td>ALLEGRA PRINT &amp; IMAGING BACKFLOW POSTCARDS-FINAL NOTICE</td>
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**Total** | 121.24 |

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**4225 WATER OTHER OPERATIONS**

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<th>Description</th>
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<tbody>
<tr>
<td>65090</td>
<td>DEPENDABLE FIRE EQUIPMENT INC. FIRE EXTINGUISHERS INSPECTION</td>
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<tr>
<td>65090</td>
<td>NORTH SHORE ENH OMEGA ANNUAL PULMONARY SURVEILLANCE EXAM</td>
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**Total** | 1,021.10 |

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**4540 DISTRIBUTION MAINTENANCE**

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<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>62210</td>
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<td>ALLEGRA PRINT &amp; IMAGING BACKFLOW POSTCARDS-FINAL NOTICE</td>
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<tr>
<td>64540</td>
<td>VERIZON NETWORKFLEET, INC. AVL TRACKERS</td>
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<tr>
<td>65095</td>
<td>NORTH SHORE TOWING HOOK AND TOW</td>
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**Total** | 5,574.88 |
### Water Fund Total

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<thead>
<tr>
<th>Code</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>510</td>
<td>WATER FUND Total</td>
<td>$3,547,498.39</td>
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</table>

### Sewer Fund Total

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>515</td>
<td>SEWER FUND Total</td>
<td>$21,883.15</td>
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</table>

### Solid Waste Fund Total

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>520</td>
<td>SOLID WASTE FUND Total</td>
<td>$309,127.47</td>
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</tbody>
</table>

### Fleet Services Fund

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>600</td>
<td>FLEET SERVICES FUND</td>
<td>$3,004.97</td>
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### General Support

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7705</td>
<td>GENERAL SUPPORT Total</td>
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</table>

### Major Maintenance

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7710</td>
<td>MAJOR MAINTENANCE Total</td>
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### Water Treatment Plant

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<td>SOLID WASTE FUND Total</td>
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### Water Main

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<tr>
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<tr>
<td>513</td>
<td>WATER DEPR IMPRv EXTENSION FUND</td>
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### Sewer

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>515</td>
<td>SEWER FUND</td>
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### Solid Waste

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>520</td>
<td>SOLID WASTE FUND</td>
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### Fleet

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>600</td>
<td>FLEET SERVICES FUND</td>
<td>$3,004.97</td>
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### General Support

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>7705</td>
<td>GENERAL SUPPORT</td>
<td>$1,210.00</td>
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### Major Maintenance

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>7710</td>
<td>MAJOR MAINTENANCE</td>
<td>$1,378.63</td>
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<tr>
<td>Description</td>
<td>Amount</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
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<tr>
<td>GOLF MILL FORD #800 COIL ASSY</td>
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<tr>
<td>Golf Mill Ford #733 Diesel Repairs</td>
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<tr>
<td>GOLF MILL FORD #71 FUEL PIPE</td>
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<td>GOLF MILL FORD #635 COOLANT SENSOR</td>
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<td>GOLF MILL FORD #626 GASKET</td>
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<td>GOLF MILL FORD #626 CALIPER PIN</td>
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<tr>
<td>GOLF MILL FORD #601 MIRROR &amp; GLASS</td>
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<tr>
<td>GOLF MILL FORD #56 IGNITION COILS</td>
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<tr>
<td>GOLF MILL FORD #544 SEAT BELT</td>
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<tr>
<td>GOLF MILL FORD #517 REPLACE HP PUMP &amp; INJECTORS</td>
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<tr>
<td>GOLF MILL FORD #514 MAP SENSOR</td>
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<tr>
<td>GOLF MILL FORD #514 LINKS AND NUTS</td>
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<td>GOLF MILL FORD #514 BUSHINGS</td>
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<tr>
<td>GOLF MILL FORD #513 EGR COOLER REPAIRS</td>
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<td>GOLF MILL FORD #503 BLOWER MOTOR</td>
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**Total:** 199,454.59
## CITY OF EVANSTON

### BILLS LIST

**PERIOD ENDING 09.11.2018**

### 605 INSURANCE FUND

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84 of 793
### CITY OF EVANSTON
**BILLS LIST**
**PERIOD ENDING 09.11.2018**

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**Grand Total** | **9,757,054.09**

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**PREPARED BY**

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**REVIEWED BY**

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**APPROVED BY**

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Memorandum

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

From: David Stoneback, Public Works Agency Director
       Edgar Cano, Public Services Bureau Chief

Subject: Leaf Hauling/Disposal Contract- 2018 Season

Date: September 4, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a one-year contract for leaf hauling/disposal with Thelen Materials, LLC (28957 W. IL Route 173 Antioch, IL 60002) in the not to exceed amount of $40,000.

Funding Source:
Funding for this work will be from the following:

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Livability Benefits:
Built Environment – Enhance Public Spaces
Climate & Energy – Reduce Material Waste
Natural Systems – Create and Maintain Green Infrastructure

Background Information:
Every fall, as a complement to street cleaning operations, the City’s Public Works Agency uses additional equipment to collect large volume of leaves that fall in the street. These operations are weather dependent and run approximately from mid-October to mid-December.

With the high number of parkway trees, leaf collection operations are essential in keeping streets and drainage structures clear of debris and open to allow proper drainage, in compliance with MWRD guidelines. Proper leaf collection also assists in maintaining our infrastructure and roadways and providing a clean and safe area for vehicles to park. Many of our residential streets are narrow and leaf piles and debris in
the roadway limit parking and the ability of vehicles to safely traverse our streets. If left over the winter months, leaf piles become snow covered causing them to pack and freeze to the road surface, hampering snow removal operations and creating areas of concern.

Current City collection practice is to use 1-ton pickup trucks with special “pusher” plows to push all leaf and organic material debris on the road to the end of the block, producing a pile. The pile of leaves is then picked up by a front end loader fitted with a clam bucket and put into city dump trucks. These trucks haul the leaf debris to a temporary, IEPA permitted, transfer station located near James Park. The leaves are dropped for a period no longer than 24 hours before an outside hauling company removes the leaves and transfers them to an approved and certified compost facility for disposal.

Leaf collection operations follow the current street cleaning schedule so as to not cause confusion or disruption to our residents and visitors by further prohibiting parking.

**Bid Summary:**
In August of this year, staff solicited bids for the hauling/disposal of leaves. The contract is for a one-year period, with the right to negotiate and extend the contract for up to two (2) additional one-year periods.

Results of the Bid are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Quantity</th>
<th>Unit Price (truckload)</th>
<th>Estimated Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thelen Materials, LLC</td>
<td>60</td>
<td>$595.00</td>
<td>$35,700.00</td>
</tr>
<tr>
<td>Davin Industries, Inc</td>
<td>60</td>
<td>$635.00</td>
<td>$38,100.00</td>
</tr>
</tbody>
</table>

City staff recommends awarding this contract to Thelen materials, LLC. Thelen submitted the lowest bid and has successfully performed leaf hauling operations for the City of Evanston in the past.

**Attachments:**
Bid 18-48 - Leaf Hauling Bid tab
City of Evanston
2018 Leaf Hauling and Disposal

Bid Number: 18-48
Bid Opening: 2:00 p.m., Tuesday, September 4, 2018, Room 2404, Lorraine H. Morton Civic Center, 2100 Ridge Ave., Evanston, IL  60201

<table>
<thead>
<tr>
<th>Company Name</th>
<th>City/State</th>
<th>Total Base Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thelen Materials, LLC</td>
<td>Antioch, IL</td>
<td>$35,700.00</td>
</tr>
<tr>
<td>Davin Industries, Inc.</td>
<td>Rosement, IL</td>
<td>$38,100.00</td>
</tr>
<tr>
<td>Groot Industries, Inc.</td>
<td>Elk Grove Village, IL</td>
<td>No Bid Letter</td>
</tr>
</tbody>
</table>
Memorandum

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

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

Subject: Treated Water Storage Replacement Project
         Engineering Services (15-55)
         Approval of Change Order No. 3

Date: September 6, 2018

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute Change Order No. 3 to the agreement for the Treated Water Storage Replacement Project Engineering Services to CDM Smith (125 South Wacker Drive, Suite 600, Chicago, IL) in the amount of $22,040.00. This will increase the total contract amount from the current contract price of $1,328,730.00 to $1,350,770.00.

Funding Source:
Funding will be from the Water Fund, Capital Improvement Account 513.71.7330.62145 -733107, which has an FY 2018 budget allocation of $12,500,000.


Staff is in the process of applying for a low-interest loan from the Illinois Environmental Protection Agency (IEPA). The loan offer is only given after the design has been finalized and the contractor has been selected for construction. If the City is successful in obtaining the loan, eligible engineering fees will be funded by the loan.

Livability Benefits:
Built Environment: Manage water resources responsibly
Reduce Environmental Impact: Improve energy and water efficiency
Health and Safety: Enhance resiliency to natural and human hazards
**Background:**

On January 11, 2016, the City Council awarded the engineering services for the treated water storage replacement to CDM Smith. Currently, CDM Smith is working to finalize bid documents and will assist the City during the bidding process. The existing treated water storage tank is located beneath a Northwestern University (NU) parking lot at the southwest corner of Lincoln Street and Campus Drive. The City has been coordinating closely with NU throughout design.

On January 23, 2017, the City Council approved the first change order to the CDM contract for additional engineering to mitigate the impact of the proposed storage tank construction to existing adjacent University buildings.

On July 10, 2018, the City Council approved the second change order to the CDM contract to account for an expanded electrical room area required to accommodate the installation of a new 400 HP pump that will be installed as part of this project.

**Analysis:**

During final negotiations with Northwestern University (NU) related to restoration of the site and easement requirements, some additional changes to the design were required. Design changes are listed in the attached letter from CDM dated August 6, 2018, and include:

- Strengthening of the designed structure to allow for additional fill on top of the reservoir required to accommodate NU’s proposed restoration plans.
- Revision of proposed site grading to address aesthetic concerns from NU.
- Expanded restoration area to address grading and drainage between the reservoir and existing buildings.
- Revision to access plans for city maintenance.
- Revision to the lighting plan.

While these changes result in an overall improvement to the project, they were initiated late in the design, resulting in the additional cost to incorporate them.

The total change in fees is 1.6% of the total design cost, or less than 0.1% of the total anticipated project cost. A summary of the project funding is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$1,174,685.00</td>
</tr>
<tr>
<td>(Awarded by City Council on January 11, 2016)</td>
<td></td>
</tr>
<tr>
<td>Current Contract Amount</td>
<td>$1,328,730.00</td>
</tr>
<tr>
<td>Change Order No. 3</td>
<td>$22,040.00</td>
</tr>
<tr>
<td>(Under Consideration)</td>
<td></td>
</tr>
<tr>
<td>Revised Total Contract Amount</td>
<td>$1,350,770.00</td>
</tr>
<tr>
<td>FY2018 Budget Allocation</td>
<td>$12,500,000.00</td>
</tr>
</tbody>
</table>

The time extension included in this Change Order is to account for delays external to the engineering contract, and serves to provide continuity to this contract.
Legislative History:
City Council awarded the contract to CDM Smith on January 11, 2016.
City Council authorized Change Order #1 on January 23, 2017.
City Council authorized Change Order #2 on July 10, 2018.

Attachments:
Change Order No. 3
Change Order Proposal from CDM Smith
CITY OF EVANSTON
CHANGE ORDER

Order No. 003
Date: September 1, 2018
Agreement Date: January 14, 2016

PROJECT: Treated Water Storage Replacement
OWNER: City of Evanston
CONTRACTOR: CDM Smith

The following changes are hereby made to the AGREEMENT:

Additional engineering related to design revisions required to meet requirements of the property easement agreement with Northwestern University. Engineering services are described in the attached Proposal for Modification to the Design of the Clearwell 9 Replacement Project by CDM dated August 6, 2018.

Original CONTRACT PRICE: $1,174,685.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS $1,328,730.00
Total change in CONTRACT PRICE for this CHANGE ORDER 003 $22,040.00
The CONTRACT PRICE including this CHANGE ORDER will be $1,350,770.00

Original COMPLETION DATE May 31, 2018
Current COMPLETION DATE adjusted by previous CHANGE ORDERS May 31, 2018
Total Change in CONTRACT TIME for this CHANGE ORDER 214
The COMPLETION DATE including this CHANGE ORDER will be December 31, 2018

Accepted by (Contractor):
CDM Smith

Approved by (Owner):
City of Evanston
August 6, 2018

Paul Moyano, P.E., PMP
Senior Project Manager – Water and Sewer
City of Evanston, Public Works Agency
Lorraine H. Morton Civic Center
2100 Ridge Avenue
Evanston, Illinois 60201

Subject: Treated Water Storage Replacement Project (RFP 15-55) Proposal for Modification to the Design of the Clearwell 9 Replacement Project

Dear Mr. Moyano:

In response to your request, and for your consideration, CDM Smith is pleased to provide this proposal for services related to modifications to the design of the Clearwell 9 replacement project for the Evanston Water Treatment Plant (WTP).

Scope of Services
CDM Smith understands that the City of Evanston (City) wishes to incorporate changes to the 100% design drawings for this project to accommodate recent requests from Northwestern University (NU) related to the final landscaping, grading, and finishes for the clearwell and associated structures. The proposed modifications to the design drawings include:

Civil:
Revise final site grading to eliminate railings in the areas requested by NU, where feasible. Change from soil fill to lightweight fill material over the clearwell. Eliminate the paved approach drive over the clearwell. Re-model and revise, if feasible, the vehicle access path onto the clearwell. Revise the location of the underdrain manhole and infiltration manhole to accommodate the revised vehicle access path. Model and revise the site drainage to the west of the clearwell. Incorporate information from the as-built survey for the 560 Lincoln dormitory. Revise stormwater drainage calculations for the revised site grading and paving areas. Replace the design for permeable grass pavers with reinforced soil. Revise the turn-around areas at the clearwell access hatch.

Structural:
Revise structural design drawings and details to eliminate railing, where feasible. Incorporate details for seat wall and concrete finishing requested by NU. Review and revise calculations for structural loading due to increased soil height. Investigate options for reducing loading on the new clearwell roof.
Geotechnical:
Revise underdrain layout drawings to incorporate relocation of underdrain manhole described above.

Electrical:
Revise lighting plan as requested by NU.

Proposed Project Fee
In consideration of the aforementioned proposed scope of services, CDM Smith proposes to perform the defined Tasks for the not to exceed fee of $22,040.

Compensation will be on an hourly basis, in accordance with the attached hourly billing rate schedule, and will include reimbursement for travel, work product reproduction, and express mail. An estimate of labor effort breakdown is included as an attachment.

Please call either Mark or myself directly should you have any questions or request any additional information regarding our proposal revision. We thank you in advance for your consideration.

Very truly yours,

Chris M. Martel, P.E., BCEE, LEED AP
Vice President
CDM Smith Inc.

Mark C. White, P.E., BCEE
Project Manager
CDM Smith Inc.
City of Evanston
Treated Water Storage Replacement Project - Modifications to the 100% Design Drawings
6-Aug-18
Proposed Project Tasks and Fee

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>PM / Design Lead</th>
<th>Structural Engineers</th>
<th>Site Civil - Terra (WBE)</th>
<th>Geotechnical Engineers</th>
<th>Electrical - AAA (WBE)</th>
<th>Labor Hours</th>
<th>Labor Dollars</th>
<th>Other Direct Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Design Engineering</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Modifications to 100% Design</td>
<td>10</td>
<td>53</td>
<td>58</td>
<td>8</td>
<td>16</td>
<td>145</td>
<td>$22,040</td>
<td></td>
</tr>
</tbody>
</table>

| Totals Hours | 10 | 53 | 58 | 8  | 16 | 145 |
| Totals Dollars | $2,349 | $7,394 | $8,410 | $1,488 | $2,400 | $22,040 | $0 |

TOTAL ENGINEERING FEE $22,040
Memorandum

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

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

Subject: 2018 50/50 Sidewalk Replacement Project (Bid No. 18-14)
          Change Order No. 2

Date: August 30, 2018

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute Change Order No. 2 to the contract for the 2018 50/50 Sidewalk Replacement Project (Bid No. 18-14) with Schroeder & Schroeder Inc. (7306 Central Park Avenue, Skokie, IL 60076) in the amount of $10,085.00. Change Order No. 1 increased the contract amount from $211,000.00 to $227,792.00. Proposed Change Order No. 2 will increase the contract amount to $237,877.00.

Funding Source:
Funding for this work will be from the Dodge Avenue Bus Stop Pilot Fund (Account 415.40.4118.65515 – 418013), which has $50,000 budgeted in 2018.

Livability Benefits:
Built Environment: provide complete streets; promote diverse transportation mode
Health & Safety: promote healthy and active lifestyles
Climate & Energy: Reduce greenhouse gas emission
Equity & Empowerment: Ensure equitable access to community assets

Background:
The City Council awarded the 2018 50/50 Sidewalk Replacement Project to Schroeder & Schroeder Inc. on April 23, 2018. This project provides for the replacement of sections of deteriorated sidewalk at the request of the property owner as a 50/50 cost share with the City. The scope of Change Order No. 1 included the removal of sidewalk brick pavers; concrete sidewalk installation, curb and gutter work at the north east corner of Sherman Avenue and Grove Street.
This change order includes the installation of concrete pads at the approved CTA bus stop locations on Dodge Avenue between Main Street and Oakton Street to comply with Americans with Disabilities Act (ADA). The City Council approved these bus stop locations on August 13, 2018.

Attachments:
Proposed Change Order No. 2
CITY OF EVANSTON
CHANGE ORDER

Order No. 002
Date: 08/27/2018
Agreement Date: 08/28/2018

PROJECT: 50/50 Sidewalk Replacement Project, Bid #18-14
OWNER: City of Evanston
CONTRACTOR: Schroeder & Schroeder Inc.

The following changes are hereby made to the AGREEMENT for sidewalk improvements on Dodge Avenue between Main Street and Oakton Street to install concrete pads at approved bus stop locations.

Change to CONTRACT PRICE: $10,085.00

Original BASE CONTRACT PRICE:
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS
Total change in CONTRACT PRICE for this CHANGE ORDER
The CONTRACT PRICE including this CHANGE ORDER will be

$ 211,000.00
$ 227,792.00
$ 10,085.00
$ 237,877.00

Original Date for Contract Completion
Time Extension (in calendar days)
Modified Date for Contract Completion

09/15/2018
20 days
10/05/2018

Special Notes:

Approved by (Owner):
City of Evanston

Accepted by (Contractor):
[Schroeder & Schroeder Inc.]

Date
8-27-18
Memorandum

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

From: David Stoneback, Public Works Agency Director
      Edgar Cano, Public Services Bureau Chief

Subject: Rock Salt Purchase Contract Extension #2

Date: August 30, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a one-year contract extension for the purchase of up to 7,500 tons of rock salt from Morton Salt Company (123 N. Wacker Drive, Chicago, IL) at a cost of $64.21 per ton, for a winter season (2018/19) total of $481,575.

Funding Source:
Funding for this purchase will be provided from the Snow and Ice Control Fund (Account 100.40.4550.65015), which has a budget of $331,095 and a YTD balance of $16,195. Staff anticipates needing to spend the remainder of the balance in FY2018 which will come from the 2017/18 Rock Salt Purchase Order. Staff will request a FY2019 budget allocation of $465,380 for the purchase of the remaining tons needed to complete the 7,500 tons of salt.

Livability Benefits:
Built environment – Enhance Public Spaces
Health & Safety – Enhance Resiliency to Natural and Human Hazards

Summary:
In June of 2016, staff solicited bids for the purchase of rock salt. The contract is for a one-year period, with the right to negotiate and extend the contract for up to two additional, one-year periods; this being the second year of extension.

The bid specification includes a flexible quantity requirement that allows the City to either increase or decrease the actual delivered quantity by 30% of the estimated quantity. A flexible quantity clause for rock salt is a best industry practice that ensures municipalities can purchase what they need based on the winter season's weather condition. This clause requires the City to purchase up to 70% of our order (5,250 tons) and gives us the right to purchase up to 130% of our order (up to 9,750 tons). Last
year/season the City purchased approximately 7,040 tons of salt. The City currently has 3,500 tons of salt in storage from last year.

For the 2018/2019 season, salt is expected to be in short supply. Last season was above average in snowfall with some regions experiencing heavy and frequent storms which led to depleted stock piles.

Vendors have not been able to mine enough salt to meet demand and establish proper reserve levels. This has led to a significant increase in pricing compared to the previous year and is preventing some vendors from acquiring new customers.

In an attempt to find competitive pricing for the 2018/2019 season, City staff requested quotes from three additional vendors (Cargill, Compass Minerals, and Detroit Salt), two of which would not provide pricing stating they simply did not have the supply and could not take any new customers or contracts this year; the third did not respond to our inquiry.

**Funding Summary:**
In order to be prepared for continuous, frequent snow falls, staff attempts to keep the salt dome full at all times. Fortunately, the salt dome is nearly full starting the winter season and staff therefore anticipates only needing to purchase approximately 250 tons of salt during the remainder of 2018. This will leave a balance of approximately $0 in the FY2018 budget allocated for the purchase of salt.

Staff will request a budget allocation of $465,380 for salt purchase in the FY2019 budget.

**History:**
The quantity of salt used in any given winter is dependent on both temperatures and precipitation. The table below provides a summary of salt utilization over the past several years.

<table>
<thead>
<tr>
<th>Winter Season</th>
<th>Price per Ton</th>
<th>Tons Purchased</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018/2019</td>
<td>$64.21</td>
<td>7,500 Estimated</td>
</tr>
<tr>
<td>2017/2018</td>
<td>$47.35</td>
<td>7,040</td>
</tr>
<tr>
<td>2016/2017</td>
<td>$51.21</td>
<td>5,100</td>
</tr>
<tr>
<td>2015/2016</td>
<td>$69.71</td>
<td>6,000</td>
</tr>
<tr>
<td>2014/2015</td>
<td>$60.61</td>
<td>7,500</td>
</tr>
<tr>
<td>2013/2014</td>
<td>$60.61</td>
<td>8,332</td>
</tr>
</tbody>
</table>

**Attachment:**
Morton Salt Quote
September 12, 2018

City of Evanston
2020 Asbury Ave.
Evanston, IL 60201
Attn: Donald Cornelius

Dear Donald,

We are pleased to offer the following quote covering your normal anticipated requirements for Morton Safe-T-Salt from 07/01/2018 thru 6/30/2019.

**MORTON SAFE-T-SALT**
20 ton minimum dump truck delivery--------------------------------------------- $64.21/ton

For ordering: 855/665-4540

**Terms of payment: Net 30 days**
**Stockpile: Calumet**
**Tonnage: 7500**

**Ship-To Address:**
2020 Asbury Ave.
Evanston, IL 60201

The bulk treated salt offered in this bid is suitable for ice removal and road stabilization only.

All prices quoted herein are subject to acceptance within **25 days** and shall be deemed automatically to have been withdrawn if, by the end of that period, no award has been made.

If you decide to accept, please sign on the line below and return either by fax (312-896-9208) or by email (ndouglas@mortonsalt.com).

Sincerely,

[Signature]

Leanne Miller
Manager, BDI Innovation & Process Efficiency

[Signature]

Anthony T. Patton
Director, U.S. Gov't Bulk Deicing Sales & Marketing

Acceptance:

[Signature] ____________________

Signature Date

444 W. Lake Street
Chicago, IL 60606

TEL 312.807.2000
WEB mortonsalt.com

MORTON SALT, INC.
A K+S GROUP COMPANY
Memorandum

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

From: Erika Storlie, Deputy City Manager/Director of Administrative Services
Sean Ciolek, Division Manager of Facilities Management
Lara Biggs, Bureau Chief – Capital Planning/City Engineer

Subject: Emergency Fire Panel Replacement at the Civic Center

Date: September 7, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute an emergency, single-source agreement for the replacement of the existing fire panels and system devices at the Lorraine H. Morton Civic Center with Johnson Controls (91 N. Mitchell Court, Addison, IL) in the amount of $108,497.00.

Funding Source:
Funding will be from the CIP 2018 General Obligation Bond. Funding is available in the 2018 Facilities Contingency (Account 415.40.4118.65515 - 618028), which was budgeted at $275,000 and has $272,162.10 remaining.

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

Summary:
The City of Evanston currently has an existing fire alarm system in place at the Lorraine H. Morton Civic Center. This system includes an existing 4100 Plus Simplex Addressable Fire Panel, Remote Command Center, Transponder and Addressable Devices. The Simplex system is a proprietary system that is now serviced and maintained by Johnson Controls. The City currently has an annual service and maintenance agreement with Johnson to ensure that the system is inspected and functioning properly. The technicians at Johnson Controls (who were formerly with Simplex) are also familiar with our building and its fire protection systems.
The Fire Alarm System in the Civic Center (installed in 2001) is addressable, made up of a series of detection devices that are connected back to a central control panel. This type of system is ideal for large buildings, and allows Facilities Management staff and the Fire Department to quickly identify the exact location of a triggered or troubled device. This is a critical system that allows first responders and staff to respond to alarms, evacuate the building in life safety situations and determine quickly where and how to address the emergency.

Recently, the system has been alarming due to “trouble alerts,” indicating a problem within the system. Most recently the panel went into trouble status due to another failed component. The technician was able to bypass the failed component temporarily, but the panel will only continue to decline. After evaluating the system, it was determined that the main 4100 Plus Simplex Addressable Fire Panel is obsolete, and repair parts are no longer available. Therefore, it needs to be upgraded to a 4100ES FACP, which is a current model, has readily available parts and will perform reliably. The existing Remote Command Center Panel, currently located in Room 1450 (the former Facilities Management Office), will also be relocated to the Facilities Shop for easier staff access and to minimize disruptions to the payroll staff who currently occupy Room 1450. The existing transponder and all addressable devices throughout the building will also need be replaced to ensure that the whole system is in good working order for proper protection of the building and its occupants.

Since the fire alarm system is proprietary and developed by only one company there are no other competitors that can offer the service.

**Attachments:**
Johnson Controls Proposal, dated 9/12/18
Johnson Controls Quotation

TO:
City Of Evanston
2100 Ridge Ave
Attn: Facilities Management
EVANSTON, IL 60201-2798
Attn: Luke Tatara
Phone: (847) 866-2973 EXT(____)

Project: Combined City Evanston - FACP+
Customer Reference: Revised with all panels & Devices
Johnson Controls Reference: 608782702

Date: 09/12/2018

Page 1 of 9

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>MODEL NUMBER</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>REV 4100ES FACP Upgrade</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CIVIC CENTER NODE 1</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>4100-9111</td>
<td>4100ES PRECONFIG DOMESTIC 120V</td>
</tr>
<tr>
<td>2</td>
<td>4100-0011</td>
<td>FACTORY USE ONLY-AUDIO SHIPKIT</td>
</tr>
<tr>
<td>1</td>
<td>4100-0634</td>
<td>POWER DISTRIBUTION MODULE 120V</td>
</tr>
<tr>
<td>1</td>
<td>4100-1241</td>
<td>MESSAGE EXPANSION, 8 MINUTES</td>
</tr>
<tr>
<td>1</td>
<td>4100-1252</td>
<td>AUDIO IF MODULE, SGL CHANNEL</td>
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<tr>
<td>4</td>
<td>4100-1278</td>
<td>16 SW/16 RED/YEL PLUG LED</td>
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<tr>
<td>6</td>
<td>4100-1279</td>
<td>2 BLANK DISPLAY MODULE</td>
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<tr>
<td>3</td>
<td>4100-1282</td>
<td>8 SW, 16RED/YEL LED M OUDLE</td>
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<tr>
<td>2</td>
<td>4100-1288</td>
<td>64/64 LED/SWITCH CONTROLLER</td>
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<td>1</td>
<td>4100-1289</td>
<td>EXPANSION 64/64 LED/SW MODULE</td>
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<td>1</td>
<td>4100-1294</td>
<td>LED/SWITCH SLIDE-IN LABEL KIT</td>
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<tr>
<td>1</td>
<td>4100-2300</td>
<td>EXPANSION BAY (PHASE 10 ONLY)</td>
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<tr>
<td>1</td>
<td>4100-2303</td>
<td>LEGACY CARD STABILIZER BRKT</td>
</tr>
<tr>
<td>1</td>
<td>4100-2320</td>
<td>AUDIO EXPANSION BAY</td>
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<tr>
<td>1</td>
<td>4100-5005</td>
<td>ZONE MODULE, 8 IDC, CLASS B</td>
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<td>4100-6038</td>
<td>DUAL RS-232 IF CARD</td>
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<td>1</td>
<td>4100-6052</td>
<td>EVENT/POINT REPORTING DACT</td>
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<tr>
<td>2</td>
<td>4100-6056</td>
<td>NETWORK MEDIA CARD WIRED</td>
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<td>4100-6078</td>
<td>NETWORK IFC CARD, MODULAR</td>
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<td>4100-9620</td>
<td>BASIC AUDIO W/ MIKE-ANALOG</td>
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<td>1</td>
<td>41002153</td>
<td>INDICATOR ONLY 3 BAY GLASS</td>
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<td>41007905</td>
<td>FACTORY BUILT-MAIN CONFIGURED</td>
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<td>BASIC TRANSPONDER</td>
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<td>ANALOG AUDIO RISER MODULE</td>
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<td>POWER DISTRIBUTION MODULE 120V</td>
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<td>4100-1249</td>
<td>100W CLASS A ADAPTER</td>
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<tr>
<td>1</td>
<td>4100-1315</td>
<td>100W AMP W/6 B NACS 120VAC 70V</td>
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<tr>
<td>2</td>
<td>4100-2300</td>
<td>EXPANSION BAY (PHASE 10 ONLY)</td>
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<td>AUDIO EXPANSION BAY</td>
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<tr>
<td>1</td>
<td>4100-5101</td>
<td>XPS POWER, 3 NACS, 120VAC</td>
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<tr>
<td>1</td>
<td>4100-5115</td>
<td>XPS EXPANSION MODULE, 3 NACS</td>
</tr>
</tbody>
</table>

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America
## Johnson Controls Quotation

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>MODEL NUMBER</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4100-5116</td>
<td>EXPANSION AUDIO SIGNAL CARD</td>
</tr>
<tr>
<td>1</td>
<td>4100-5125</td>
<td>RPS POWER, 3 NACS, 120VAC</td>
</tr>
<tr>
<td>1</td>
<td>41002163</td>
<td>INDICATOR ONLY 3 BAY SOLID</td>
</tr>
<tr>
<td>1</td>
<td>41007905</td>
<td>FACTORY BUILT-MAIN CONFIGURED</td>
</tr>
<tr>
<td>1</td>
<td>4100-8804</td>
<td>CUSTOM MESSAGES AUDIO PROGRAMMING SOFTWARE</td>
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<td></td>
<td></td>
<td>4100ES Main Back boxes &amp; Bat's Back boxes &amp; batteries</td>
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<tr>
<td>1</td>
<td>2975-9446</td>
<td>3 BAY BB/GDOOR/DRESS PNL PLAT</td>
</tr>
<tr>
<td>2</td>
<td>2081-9279</td>
<td>BATTERY 110AH</td>
</tr>
<tr>
<td>1</td>
<td>4100-0650</td>
<td>BATTERY SHELF</td>
</tr>
<tr>
<td>1</td>
<td>2081-9280</td>
<td>BATT CAB ONLY F/2081-9279</td>
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<td></td>
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<td>4100ES Attic Trans BB Back boxes &amp; batteries</td>
</tr>
<tr>
<td>1</td>
<td>2975-9446</td>
<td>3 BAY BB/GDOOR/DRESS PNL PLAT</td>
</tr>
<tr>
<td>2</td>
<td>2081-9279</td>
<td>BATTERY 110AH</td>
</tr>
<tr>
<td>1</td>
<td>4100-0650</td>
<td>BATTERY SHELF</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Or is there a Retro Kit to use Do I need a charger?</td>
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<tr>
<td>1</td>
<td>2081-9280</td>
<td>BATT CAB ONLY F/2081-9279</td>
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**GRND FLR NODE 2**

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<tr>
<th>QUANTITY</th>
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<tr>
<td>1</td>
<td>4100-9111</td>
<td>4100ES PRECONFIG DOMESTIC 120V</td>
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<td>4100-0011</td>
<td>FACTORY USE ONLY-AUDIO SHIPKIT</td>
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<td>4100-0634</td>
<td>POWER DISTRIBUTION MODULE 120V</td>
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<td>4100-1241</td>
<td>MESSAGE EXPANSION, 8 MINUTES</td>
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<tr>
<td>1</td>
<td>4100-1249</td>
<td>100W CLASS A ADAPTER</td>
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<td>1</td>
<td>4100-1252</td>
<td>AUDIO IF MODULE, SGL CHANNEL</td>
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<td>4</td>
<td>4100-1277</td>
<td>16 RED/YEL PLUGGABLE LED MOD</td>
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<td>6</td>
<td>4100-1279</td>
<td>2 BLANK DISPLAY MODULE</td>
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<tr>
<td>3</td>
<td>4100-1282</td>
<td>8 SW, 16RED/YEL MOUDLE</td>
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<td>4100-1288</td>
<td>64/64 LED/SWITCH CONTROLLER</td>
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<td>4100-1289</td>
<td>EXPANSION 64/64 LED/SW MODULE</td>
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<td>4100-1294</td>
<td>LED/SWITCH SLIDE-IN LABEL KIT</td>
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<td>4100-1315</td>
<td>100W AMP W/6 B NACS 120VAC 70V</td>
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<td>4100-2300</td>
<td>EXPANSION BAY (PHASE 10 ONLY)</td>
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<td>AUDIO EXPANSION BAY</td>
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<td>4100-3206</td>
<td>8 POINT 3 AMP AUX RELAY MODULE</td>
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<td>4100-5101</td>
<td>XPS POWER, 3 NACS, 120VAC</td>
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<tr>
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<td>4100-5115</td>
<td>XPS EXPANSION MODULE, 3 NACS</td>
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<td>4100-5116</td>
<td>EXPANSION AUDIO SIGNAL CARD</td>
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<tr>
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<td>4100-6052</td>
<td>EVENT/POINT REPORTING DACT</td>
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<td>4100-6056</td>
<td>NETWORK MEDIA CARD WIRED</td>
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<td>NETWORK IFC CARD, MODULAR</td>
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<td>BASIC AUDIO W/MIKE-ANALOG</td>
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Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America
### Johnson Controls Quotation

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<tbody>
<tr>
<td>1</td>
<td>41002153</td>
<td>INDICATOR ONLY 3 BAY GLASS</td>
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<tr>
<td>1</td>
<td>41007905</td>
<td>FACTORY BUILT-MAIN CONFIGURED 4100ES Remote Station BBox Back boxes &amp; batteries</td>
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<tr>
<td>1</td>
<td>2975-9446</td>
<td>3 BAY BB/GDOOR/DRESS PNEL PLAT</td>
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<td>2</td>
<td>2081-9281</td>
<td>50AH BATTERY CABINET, BEIGE</td>
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<tr>
<td>1</td>
<td>4100-0650</td>
<td>BATTERY SHELF</td>
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### FACP Professional Services

### FACP Technical Services

#### Devices Replace EX Addressable
- Devices Replace EX Addressable
- Initiating Devices

<table>
<thead>
<tr>
<th>QUANTITY</th>
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<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>24</td>
<td>4099-9006</td>
<td>STATION-LED, DA PUSH ADDR</td>
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<tr>
<td>71</td>
<td>4098-9714</td>
<td>PHOTO SENSOR</td>
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<tr>
<td>71</td>
<td>4098-9792</td>
<td>SENSOR BASE</td>
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<td>54</td>
<td>4098-9733</td>
<td>HEAT SENSOR</td>
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<td>54</td>
<td>4098-9792</td>
<td>SENSOR BASE</td>
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<td>12</td>
<td>5604</td>
<td>SINGLE-CIRCUIT 194 FIXED</td>
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<tr>
<td>12</td>
<td>4090-9001</td>
<td>SUPERVISED IAM</td>
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<td>3</td>
<td>4098-9756</td>
<td>DUCT SENSOR HOUSING-4-WIRE</td>
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<td>3</td>
<td>2098-9806</td>
<td>REMOTE TEST STATION</td>
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<tr>
<td>3</td>
<td>4098-9857</td>
<td>SAMPLING TUBE 73&quot;, PLASTIC</td>
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<td>3</td>
<td>4090-9002</td>
<td>RELAY IAM</td>
</tr>
<tr>
<td>3</td>
<td>4090-9801</td>
<td>COVER-ADDRESS MODULE FLUSH</td>
</tr>
<tr>
<td>3</td>
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<td>COVER-ADDRESS MODULE FLUSH</td>
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<td>4090-9002</td>
<td>RELAY IAM</td>
</tr>
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<td>10</td>
<td>4090-9801</td>
<td>COVER-ADDRESS MODULE FLUSH</td>
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<tr>
<td>2</td>
<td>MR-101/T</td>
<td>RELAY 24V 120/230V SPDT 10A</td>
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<tr>
<td>121</td>
<td>4906-9101</td>
<td>STROBE MC RED</td>
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#### Door Holders
- POC to exist TTL 38 Holders

<table>
<thead>
<tr>
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</tr>
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<tbody>
<tr>
<td>3</td>
<td>4090-9002</td>
<td>RELAY IAM</td>
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</tr>
</tbody>
</table>

#### Elevator Control - VERIFY
- Notification Conventional
- Will use exist speakers qty 95
- New Sync Visuals

#### Permits and Reviews
- 121 4906-9101  STROBE MC RED
Johnson Controls Quotation

<table>
<thead>
<tr>
<th>QUANTITY</th>
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<tbody>
<tr>
<td></td>
<td>Devices Professional Services</td>
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<tr>
<td></td>
<td>Devices Technical Services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>FACP Whse &amp; shipping</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4100ES FACP Labor Only</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4100ES FACP Labor Only</td>
<td>Labor to take down exist main and install new- Also relocate exist remote to Maint Shop</td>
</tr>
<tr>
<td></td>
<td>Devices -Labor to install</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Devices -Labor to install</td>
<td>Labor to change out all exist devices - 1 for 1 replacement</td>
</tr>
<tr>
<td></td>
<td>Labor Rerun wire for Remote FA</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Labor Rerun wire for Remote FA</td>
<td>Re-run wires only - Relocate wires to new location in Maint</td>
</tr>
</tbody>
</table>

Total net selling price, FOB shipping point, $108,497.00

Comments

Evanston Civic Center -COMBINED Quote - Upgrade and relocate existing Networked Fire Panels as well as upgrade all existing fire alarm devices 1 for 1 replacement. We will use existing speakers but upgrade visuals to allow for synchronization.

This proposal is based onsite visit and original drawings.

This is a “Turn-key” proposal. Installation is included.

SimplexGrinnell will do a complete “Turn Key” installation which means we will supply all the parts listed above in the proposal, and install those devices. After any wires needed are wires are run and all devices are installed by Simplex, SimplexGrinnell will do final programming and test and conduct the Final Inspection with the local AHJ (Authority Having Jurisdiction) if needed.

This proposal includes the following items: Submittal Drawings, Material Submittals, Equipment, Material, and Shipping/Transport of equipment, Test and Inspection and Programming,

Clarifications:
Replace an existing 4100 Plus Simplex Addressable Fire Panel, Remote Command Center and
transponder already installed and operational. Replace 1 for 1 all existing initiating devices and visuals. We will use the existing wires and speakers.

Assumes that the wiring is in good working order and free of all troubles and ground faults. Additional charges may occur if service work is required to bring that wire to good working order.

Pricing does include installation of devices, and relocating the Remote station to the Maintenance Dept. down the hallway.

This proposal does include electrical sub-contractor labor and material.

This proposal does include minor/minimal conduit, raceways and/or sleeves.

Existing and New notification will synchronize with the new visuals that we will install.

Review of responsibility:
Customer is responsible for applying for permits with submittal package supplied by Simplex.
Customer is responsible to pay for any permit and review fees
SimplexGrinnell is responsible for all conduit runs needs for installation.
SimplexGrinnell will do complete submittal package to include drawings, battery calculation and voltage drops.
SimplexGrinnell will test all INSTALLED devices to assure system integrity
SimplexGrinnell will conduct Final Inspection with local AHJ (Authority Having Jurisdiction)
SimplexGrinnell will do CAD Drawings based on availability of CAD File

Submittal drawing work is based on availability of AutoCAD compatible drawings from the contractor/owner. Drawings shall depict device locations, column lines, door swings, and correct room labels. If CAD drawings are not available, SimplexGrinnell reserves the right to request additional compensation for floor plan drawing development.

Testing, Certification, and Training services have also been included in this proposal and will be performed by a SimplexGrinnell technician. The contractor is encouraged to contact SimplexGrinnell prior to the onset of construction to arrange for a pre-construction meeting. This is an integral part of the technical support package provided by SimplexGrinnell.

This proposal does not include submission of documents to the local AHJ or governing body for permit application/review.

This proposal does not include zone maps. Should zone maps be required in accordance with local requirements an additional charge may occur.

This proposal does include sales tax. Taxes will be added to any/all applicable invoices on this project.

This proposal does not include permits. The cost of permits for the work described in this proposal shall be assumed by the owner or installer.

This proposal does not include performance or payment bonds. If required, bonding can be obtained.

This proposal does not include patch and paint work.
Comments (continued)

This proposal does not include 120 VAC work. All 120 VAC circuits for panels to be provided by contractor or owner. If replacement of panel, SimplexGrinnell will attempt to use the existing circuit if available

This proposal does not include premium time. Overtime or holiday work required (as a result of project delays created by others) will be justification for a Change Order for additional work hours or shift premium. Installation assumed to occur Monday thru Friday between 7am and 3:30pm

SimplexGrinnell requests a secure staging area on site to store equipment, tools, and materials.

This proposal is valid for 90 days.

This proposal does not include procurement or coordination of monitoring service for the fire alarm/security system however should local requirements allow UL Central Station monitoring, SimplexGrinnell can supply a quote for monitoring and maintenance if needed

Pending final review by the local AHJ (Authority Having Jurisdiction). Any changes may affect the final cost, annual monitoring or maintenance charges. Any additional devices above what is listed within the quote would be a change order to this initial order.

This proposal includes a one (1) year standard parts and labor warranty in accordance with SimplexGrinnell terms and conditions.

Additional labor, material, specifications and requirements not specifically listed above maybe an additional cost. We understand that there may be specific facility construction procedures and requirements unique to this installation. We encourage you to bring those to our attention before accepting this proposal so that we may understand them and bring any deficiencies in this proposal to your immediate attention to ensure we provide you with a proposal that will address all of your needs.

Please contact me with any questions at the number listed below. To place an order please send an executed copy of this quote (see signatory block on the last page) with a purchase order number.

David Prajka
Electronic Solutions Sales Representative
NICET Certification No. 110484

SimplexGrinnell
708-945-6455 cell
630-948-1150 fax
david.prajka@jci.com
1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at Company’s then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer’s credit in its sole discretion. Customer’s failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company’s sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys’ fees. Customer’s failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work (“Equipment” and “Services”). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company’s cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company’s applicable proposal or quotation.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company’s standard alarm monitoring service agreements.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability: Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer’s property or the property of others located on the premises. Customer agrees to look exclusively to the Customer’s insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company’s liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer’s time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. Company’s liability shall be limited to INDEMNIFICATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company’s employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY ACT). Certain of Company’s systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies (“QATT”) under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the “SAFETY ACT”). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an “Act of Terrorist” as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments (“Covered System(s)”). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer’s attention. This Agreement does not cover systems, equipment, components or parts that are below grade, behind walls or other obstructions or exterior to the BUILDING, ELECTRICAL WIRING, AND PIPING. The pricing set forth in this Agreement is based on

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer’s attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) is operational, and notify Company as soon as possible under the circumstances.
- provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or sharing required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation of proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required for the Work shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails

Fire, Security, Communications, Sales & Service Offices & Representatives in Principal Cities throughout North America

Project: Combined City Evanston - FAC neur: Revised with all panels & controls Controls Reference: 608782702 Date: 09/12/2018 Page 7 of 9
to have all things in readiness at the time scheduled for receipt of materials. Customer shall reimburse Company for all extra work requested by Customer or made necessary by interferences to Company’s work caused by piping, and electrical) and for all additional costs incurred by Company arising out of interferences to Company’s performance of its obligations under this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company’s then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer’s knowledge there is no:

- “permit confined space,” as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as “Hazardous Conditions”. Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered during the course of Company’s work, the discovery of such materials shall constitute an event beyond Company’s control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from or in connection with enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for all additional costs incurred by Company arising out of interferences to Company’s work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then if Company’s estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer’s facilities has been altered, Customer’s sole option subject to the claims, demands and/or damages arising in whole or in part from the changes is as defined by OSHA, or risks, in addition to the cost of the work to Company shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to supply services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products or other commodities or components, that if required to perform work required by this Agreement, Company hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay for all work performed up to the time of any such termination.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the nature of such claim, within ten (10) days after such claim arises.

19. Backcharges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges. All costs of alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, etc.) by Customer shall not be subject to the terms and conditions of this Agreement. In the event of a sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), the Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are to be completed on or before the date of the then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and do not constitute to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under warranty. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that the term of this warranty is not to exceed twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned. Equipment returns will only be accepted for warranty returns. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company’s performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Project: Combined City Evanston - FACP+ Customer Reference: Revised with all panels & Devices Johnson Controls Reference: 608782702 Date: 09/12/2018 Page 8 of 9
Customer’s premises or unavailability of parts.  

26. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys’ fees, in connection with enforcing or attempting to enforce this Agreement.

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer’s premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion (“MIC”)), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company’s sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company’s subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company’s control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company’s prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer’s consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the “Agreement”) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7595 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 204-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)818-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: (Security System Customers): AL

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNIFY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Offered By: Johnson Controls Fire Protection LP  License#: 91 N Mitchell C1 ADDISON, IL 60101-5608
Telephone: (630) 948 1100
Representative:

Accepted By: (Customer)
Company:
Address:
Signature:
Title:
P.O.#: Date:

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

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Memorandum

To: Honorable Mayor and Members of the City Council  
Administration and Public Works Committee (A&PW)

From: Johanna Leonard, Director of Community Development  
Gary Gerdes, Building & Inspection Services Division Manager

Subject: Tag’s Cafe – Sidewalk Cafe

Date: September 17, 2018

Recommended Action
Staff recommends City Council approval of first-time application for a sidewalk café permit for Tag’s Cafe, a Type 2 restaurant located at 2012 Central Street.

Livability Benefits
Built Environment – Enhance Public Spaces

Background
The sidewalk café will consist of three tables with two seats each for a seating capacity of six. The café will operate daily from 6:30 a.m. - 4:00 p.m.

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

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

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

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

Food Establishment: TAGIS CAFE
Address: 2012 CENTRAL ST, EVANSTON, IL 60201
Contact Name: GRETCHEN VETTEL
Address, if different than Food Establishment:
Café Hours of Operation: 6:30-4pm
Phone1: 847-328-1200
Phone2:
Email: tagiscafe@me.com

FEES (DO NOT INCLUDE PAYMENT WITH APPLICATION - YOU WILL BE EMAILED AN INVOICE)
- $200 for the permit (required)
- $200 for storage of tables, benches or chairs approved sidewalk café area on the city sidewalk (optional)
- $1 per square foot for the area of the public way occupied by the sidewalk café as determined by the City’s Engineering Department following assessment and approval of site plan.

THE FOLLOWING MUST BE INCLUDED WITH THIS APPLICATION
- Site plan – A new drawing is required if changes from the previous year are requested or a new sidewalk café application is being submitted
- Menu of proposed service
- Statement of Restaurant Use
- A certificate of insurance as described here and must include this statement: “The City of Evanston is named an additional insured pursuant to the City Code sections regulating sidewalk cafes, and all City staff regulations regarding sidewalk cafes.”
- The signed Release, Indemnification & Hold Harmless Agreement
- City of Evanston Liquor License (if applicable)

REQUIRED ADDITIONAL INFORMATION (Mark “Yes” or “No”)
NO Reusable dishware/flatware will be used for café customers.
YES Disposable dishware/flatware will be used for café customers.
YES Public parking is available within 1 block.
NO Valet parking is offered.
NO Storage of tables, benches or chairs will be on the city sidewalk. (Fee is $200.)
NO Liquor service will be available at the café. NOTE: NO SERVICE OR CONSUMPTION AT TYPE 2 RESTAURANTS. (Include a copy of your current Evanston liquor license.)
i. The outdoor seating area shall be accessible to the disabled, and the licensee shall at all times comply with all applicable federal, state, and city laws, ordinances, and regulations concerning accessibility and nondiscrimination in the providing of services.

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

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

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

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

n. Revocation or suspension of a sidewalk cafe permit by the city manager or his designee pursuant to subsection (D) of this section prohibits service of alcoholic liquor on the sidewalk cafe premises for the duration of the revocation or suspension. (Ord. 21-0-07)

ADDITIONAL RULES AND REGULATIONS FOR ALL SIDEWALK CAFES:

- Smoking will be prohibited at both the sidewalk cafe and interior of the restaurant in accordance with § 8-21 Clean Air Act – Smoking of the Evanston City Code and that wait staff and management will actively enforce this.

- A clear distance of a minimum of six (6) unobstructed feet in width, measured from the sidewalk curb and from any public improvements within the right of way, including, but not limited to, parking meters, signs, and planters to the ropes or chains delimiting the sidewalk cafe area as indicated on the approved site drawing will be maintained.

- As per § 7-2-6(C)(3)(f), a Certificate of Insurance showing coverage through November 1 of the permit year must be submitted as part of the application. If coverage expires before November 1, a Certificate of Insurance must be submitted 30 days before the expiration date.

- No BYOB liquor service or consumption is allowed at the sidewalk cafe; the food establishment must have a valid liquor license.

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

Please check appropriate box:

- ☐ I intend to set up the cafe area exactly as designated in the site plan approved for the previous year.

- ☐ I am submitting a revised site plan with this application for review.

☐ I am submitting a new site plan and new application for review.

My signature on this application indicates that the information submitted is accurate and that I understand and accept the responsibility to operate the sidewalk cafe in compliance with all the relevant City rules and regulations.

Name (please print) __________________________ Title/Position ______________

Signature __________________________ Date _______________
STATEMENT OF RESTAURANT USE
(Sidewalk Café)

Name of Establishment: TAG'S CAFE
Address: 2012 CENTRAL ST EVANSTON 60201

(Check the definition that best describes your operation.)

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

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

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

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

OTHER FOOD SERVICE ESTABLISHMENT or RETAIL FOOD STORE

ENOTECA: a special type of local or regional wine shop

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

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

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

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

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

Signed at Evanst, IL this 8th day of August, 2018

Eathan Vetter
Signature

GRETCHEN VETTER
Name (Please Print)

OWNER
Title

2012 CENTRAL ST
Address

Evanston, IL 60201
City, State, Zip

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Tag's Cafe
Lunch Menu

Sub Sandwiches

Italian Sub - Mild capicola, genoa salami, hard salami, mortadella (no nuts), provolone, lettuce, tomato, red wine vinegar and oregano on a sub roll $7.99

Prosciutto Sub - Prosciutto, fresh mozzarella, fresh basil, lettuce, tomato, red wine vinegar and oregano on a sub roll $8.99

Caprese Sub - Fresh mozzarella, tomato, fresh basil, lettuce, red wine vinegar and oregano on a sub roll $7.99

Ham & Cheese Sub - Ham, your choice of cheese, lettuce, tomato and mayo on a sub roll $7.99 or your choice of:
- Sliced bread $7.50
- Croissant $7.75

Roasted Turkey - Oven roasted, in house, turkey breast, swiss cheese, lettuce, tomato and garlic aioli on a sub roll $7.99 or your choice of:
- Sliced bread $7.50
- Croissant $7.75

Roast Beef Sub - Oven roasted, in house, roast beef, Swiss, arugula, roasted red peppers and horseradish aioli on a sub roll $7.99 or your choice of:
- Sliced bread $7.50
- Croissant $7.75

Sandwiches

Green Goddess - Washed avocado, cucumbers, carrots, tomato, radish, arugula, Havarti and creamy avocado green goddess mayo on 6 grain bread $7.50

Tuna Salad - Tuna salad with lettuce and tomato on your choice of bread or a croissant $6.99

Egg Salad - Egg salad with arugula and tomato on your choice of bread or a croissant $6.99

Quiche

Quiche of the Week
Deep-dish quiche served with a petite salad
Meat or Veggie option $5.95

Kids

Kids Sandwiches
Ham & Cheese
Grilled Cheese
Served with your choice of bread and cheese
Peanut Butter & Jelly (grape or strawberry) $4.50

Extras & Sides

Extras
- Avocado Wash $1.50
- Giardiniera $1.50
- Bacon $1.25

Sides
- Potato Salad $1.50
- Pasta Salad $1.50
- Chips $1.75 - $1.99
- Soup
  - Sm. $3.99
  - Lg. $4.99

Breads & Cheeses

Breads
- 6 Grain
- Garlic Asiago
- Sourdough
- White
- Wheat
- Peppercorn Swiss

Cheeses
- Cheddar
- Swiss
- Provolone
- Havarti
- Fresh Mozzarella

Don't forget dessert...
A wide selection of fresh baked treats from our bakery

Monday - Saturday
6:30 am - 4:00 pm

2012 Central Street, Evanston
847-859-2027
CERTIFICATE OF LIABILITY INSURANCE

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

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

**PRODUCER**
The Lubin-Bergman Organization
5 Ravine Drive-Suite 270
Northbrook, IL 60062-1566
Vicky L. Kosik

**INSURED**
Tags Bakery, Inc.
2010 Central Street
Evanston, IL 60201

**CONTACT**
Vicky L. Kosik
PHONE
847-673-4900
FAX
847-559-8400

**INSURER(S) AFFORDING COVERAGE**
Hanover Insurance Group

**REVISION NUMBER:**

**CERTIFICATE NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<td>E L EACH ACCIDENT</td>
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<td>E L DISEASE - EA EMPLOYEE</td>
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<td></td>
<td></td>
<td>E L DISEASE - POLICY LIMIT</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):
The City of Evanston is named Additional Insured pursuant to the city code sections regulating sidewalk cafes and all city staff regulations regarding sidewalk cafes.

**CERTIFICATE HOLDER**
City of Evanston
Dept of Public Works
2100 Ridge Avenue
Evanston, IL 60201

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

**AUTHORIZED REPRESENTATIVE**

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Memorandum

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

From: Erika Storlie, Assistant City Manager/Administrative Services Director
       Luke Stowe, Chief Information Officer
       Dmitry Shub, IT Network Infrastructure & Security Manager

Subject: Sole Source Agreement for Cisco SmartNet Software Support

Date: September 12, 2018

Recommended Action:
Staff recommends City Council authorize the sole source purchase of Cisco SmartNet networking licenses and software from CDW (120 S.Riverside, Chicago, IL 60606) in the amount of $47,509.25. This contract provides support for the City's essential computer networking system and covers the period September 15, 2018 through September 15, 2019. The purchase is a 13% reduction from last year’s SmartNet renewal cost of $54,445.68.

Funding Source:
CDW is the current State Bid Contract provider for these services as of September 2018. Funding is provided by the IT Division, Computer Licensing and Support Fund (Account 100.19.1932.62340), which has a total budget of $500,000 and a YTD balance of $125,700.65 before this transaction.

Livability Benefits:

Summary:
The SmartNet renewals cover support on several of the City's most critical IT network components including our core network switches, enterprise firewalls, intrusion detection system/intrusion prevention system, voice gateway routers, VoIP phone system, access control system, 311 contact center, and wireless controller.

Support for this equipment ensures that the City has reliable access to network, software and applications used on a daily basis throughout the City.

Attachments:
CDW Quote
DEAR LUKE STOWE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

**Convert Quote to Order**

<table>
<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
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<th>GRAND TOTAL</th>
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<tr>
<td>KCCV039</td>
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<td>JZPX454</td>
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<td>$47,509.25</td>
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</table>

**IMPORTANT — PLEASE READ**

**Special Instructions:** TAX: MULTIPLE TAX JURISDICTIONS APPLY
TAX: CONTACT CDW FOR TAX DETAILS

**QUOTE DETAILS**

<table>
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<tr>
<th>ITEM</th>
<th>QTY</th>
<th>CDW#</th>
<th>UNIT PRICE</th>
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<td>Cisco SMARTnet extended service agreement Mfg. Part#: CON-SNTP-1-25K UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: EVANSTON, IL .0000% $.00 Contract: Standard Pricing</td>
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<td>CISCO SMARTNET ESS SW SUPP UPGR Mfg. Part#: CON-ECMU-1-25K Electronic distribution - NO MEDIA TAX: EVANSTON, IL .0000% $.00 Contract: Standard Pricing</td>
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**SHIPPING DETAILS**

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<tbody>
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<td>SHIP DATE:</td>
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<tr>
<td>CITY OF EVANSTON PURCHASING</td>
<td></td>
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<tr>
<td>2100 RIDGE AVE</td>
<td></td>
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<tr>
<td>SHIPPING</td>
<td>$0.00</td>
</tr>
<tr>
<td>SALES TAX</td>
<td>$0.00</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>$47,509.25</td>
</tr>
</tbody>
</table>
Customer's use of iCloud, the Products or either of their incumbent software or functionality is subject to compliance with all end user licenses agreements ("EULAs"), Product terms and conditions, and iCloud terms and conditions (available at https://www.apple.com/legal/internet-services/icloud/en/terms.html) and any other terms and conditions provided by Apple.
Memorandum

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

From: Erika Storlie, Assistant City Manager/Director of Administrative Services
       Jennifer Lin, HR Division Manager

Subject: Renewal of Learning Management Software

Date: September 17, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to enter into a two-year contract with Target Solutions (10805 Rancho Bernardo Road, Suite 200, San Diego, CA 92127-5703) for a Learning Management Software (LMS) system at an annual rate of $31,525. The contract term begins December 31, 2018 and the software provides required OSHA safety and other critical training for Police, Fire and non-sworn City employees.

Funding Source:
The Fire Department is already using Target Solutions and Staff was able to negotiate a lower renewal rate for the Fire Department. Access to the software will be complimentary from now until the contract term start date. Funding is available through:

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Account</th>
<th>Amounts</th>
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</thead>
<tbody>
<tr>
<td>Fire – Training &amp; Travel</td>
<td>100.23.62295</td>
<td>$7,350.00</td>
</tr>
<tr>
<td>Police – Training &amp; Travel</td>
<td>100.22.62295</td>
<td>$10,030.00</td>
</tr>
<tr>
<td>HR – City Wide Training</td>
<td>100.19.1929.62310</td>
<td>$7,045.00</td>
</tr>
<tr>
<td>Risk Management – Training (safety</td>
<td>605.99.7800.62295</td>
<td>$7,100.00</td>
</tr>
<tr>
<td>training)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Annual Contract Amount</strong></td>
<td></td>
<td><strong>$31,525.00</strong></td>
</tr>
</tbody>
</table>

Livability Benefits:
Education, Arts & Community – support vibrant, connected & diverse culture
Health & Safety – support strong and safe communities

Summary
Currently the Fire Department uses Target Solutions while the rest of the City employees utilize JJ Keller for online training software. JJ Keller was primarily used for safety training for the past three years and the contract expired at the end of July.

Consolidating all training with Target Solutions provides the best option for the City’s needs. First, Target Solutions is focused on public safety so its content for fire and
police is extremely robust. Over the years, Target Solutions’ experience with fire and police led the company to focus on the public sector, so its training options for public employees has grown immensely. There are over 1,000 online training courses that cover occupational safety, water & wastewater certification, OSHA compliance, diversity, sexual harassment, and employment liability. In addition, it includes courses in soft skills, including computer skills, communications, leadership and supervision, and project management.

Most importantly, Target Solutions’ online platform allows the City to host documents and require acknowledgment. This is one facet of the system which the Evanston Fire Department currently utilizes and finds to be time-saving. For instance, when a new Standard Operating Guideline (SOG) or policy is issued, the Fire Department puts it onto Target Solutions and then alerts all employees to review it and acknowledge receipt. It serves as an online repository for all policies, training guides, manuals, and other required documentation. The Fire Department also uses Target Solutions for its wealth of firefighter training courses and houses all completion of such courses through the software system. It has experienced high satisfaction with Target Solutions.

This results in a natural inclusion for the Police Department and the rest of City staff onto the Target Solutions platform. Training courses for law enforcement are equally robust as those for the fire service, and the Police Department can also house training records and all of its General Orders and policies on this system. In addition to the training platform, Target Solutions can be used as a type of Intranet for all City policies and procedures. Employees would be able to acknowledge policies electronically, which would eliminate paper in the employees’ personnel files and the need to go after missing acknowledgments. Target Solutions also has the ability to create separate landing pages for certain types of employees. This way, employees in different departments can see only what is pertinent to them.

**Background Information:**
Online training for employees has become the norm in many organizations. Over the last several years, online training options have increased exponentially due to market demand. Several benefits of online training include: accessibility, improved pedagogy, suitability, and cost.

First, online training is accessible to all employees. Because it is on demand, employees can access online training when it is convenient for them and eliminates the need for a physical classroom. Second, online training enhances retention and engagement. Third, online training provides options to employees so that they can customize their learning experience. Finally, online training is cost-effective as it eliminates the need for trainers to be brought in for in-person training.

This new approach to safety training has allowed the City to achieve federally-required compliance with OSHA and other safety standards.

**Attachments:**
Draft Contract
### TargetSolutions Online Training Platform License

**Customized Website, Administration Tools, and Applications**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT PRICE PER USER</th>
<th>QUANTITY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premier Membership Platform - start date 12/31/18* 2 year term</td>
<td>$22.00</td>
<td>625</td>
<td>$13,750.00</td>
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<tr>
<td>Premier Membership Platform - start date 12/31/18* 2 year term</td>
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<td>170</td>
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<tr>
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<td>105</td>
<td>$7,350.00</td>
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<tr>
<td>Up to 4 separate sites and 1 Enterprise site included.</td>
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</tr>
<tr>
<td>Full TargetSolutions LMS and RMS platform capabilities/applications PLUS online course library of HR &amp; Employment Practices, OSHA &amp; Compliance, Driving Safety, Water/Wastewater, Law Enforcement, Project Management, Office Productivity, and Business Skills course bundles</td>
<td></td>
<td></td>
<td>included</td>
</tr>
<tr>
<td>Annual Maintenance Fee billed annually each year</td>
<td>$395.00</td>
<td>1</td>
<td>$395.00</td>
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Optional Products and/or services:

<table>
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<tr>
<th>DESCRIPTION</th>
<th>UNIT PRICING</th>
<th>QUANTITY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Time Set Up Fee (waived: see Notes below)</td>
<td>$1,500</td>
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</table>

**Total Due Year One:**

(INCLUDES 900 USERS, ANNUAL MAINTENANCE FEE $395)

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<tr>
<th>DESCRIPTION</th>
<th>UNIT PRICING</th>
<th>QUANTITY</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td></td>
<td></td>
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<td>$31,525.00</td>
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</table>

**Notes:**

Onetime $1500 set-up fee waived if proposal is signed by 12/31/18. 24 month term. Evanston Fire Department rate is lowered to $75/user/year from $89/user/year for their renewal.

* start date of 12/31/18, however all Evanston sites can be used prior to 12/31/18 once proposal is signed with no additional costs/fees.

By signing the Client agreement, you are 1) agreeing to the pricing and terms presented in this proposal; 2) agreeing you have read and accept the Client Agreement and License terms and; 3) agreeing you have read the TargetSolutions Platform System Requirements and Platform Solution Description documents listed in detail at the following url:

---

**TS Sales Contact:** David Farrar

**Email:** david.farrar@targetsolutions.com

**Phone:** 773-294-7215

**TargetSolutions Online Training Platform License**

**Customized Website, Administration Tools, and Applications**

**DATE of SUBMISSION:**

8/13/2018

**LICENSE TERMS:**

24 months billed annually

**Proposal To:**

Jennifer Lin
HR Division Manager
City of Evanston, Illinois
847-448-8240
jlin@cityofevanston.org
TargetSolutions, Inc. business proposal pricing is good for 30 days from Date of Submission listed above.
Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. **Services.** TSL shall provide the following services:

1.1. **Access.** TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder, and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. **Availability.** TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client’s Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL’s control.

1.3. **Help Desk.** TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. **Client’s Obligations.**

2.1. Compliance. Client shall be responsible for Users’ compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall: (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. **Fees and Payments.**

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the date of City Council approval and paid in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.0% per month, in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

4. **Intellectual Property Rights.** 4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL’s software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. If Client chooses to participate by uploading its information to the Community Resources website solely for purpose of Company’s record keeping and a toll free Help Desk five (5) days per week at scheduled hours.

4.4. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

5. **Term.**

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall renew upon written consent of the parties for a successive one (1) year periods (each, a "Renewal Term"). At least sixty (60) days prior to the scheduled termination date of the Initial Term or a Renewal Term, the Parties will review the Contract and decide if they seek to extend the Agreement and consent to an additional one year term. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company’s record keeping (the "Expiration Period"). Any access or usage of the Services following the Expiration Period shall be deemed Client’s renewal of the Agreement under the same terms and conditions.

6. **Mutual Warranties and Disclaimer.**

6.1. **Mutual Representations & Warranties.** Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. **Miscellaneous.**

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.2. **Indemnification.** TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.3. **Assignment.** Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4. **Force Majeure.** TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. **No Waiver.** No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. **Severability.** If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder

[Signature Page Immediately Follows]
of this Agreement shall continue in full force and effect.

7.7. **Entire Agreement.** This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

7.8 **Applicable Law and Venue.** This Agreement shall be construed in accordance with and is subject to the laws and rules of the City of Evanston and the State of Illinois. The City shall not enter into binding arbitration to resolve any dispute related to this Agreement. The City does not waive tort immunity by entering into this Agreement. Venue for any action out of or due to this Agreement shall be in Cook County, Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC

Client Name: **City of Evanston**

Address: **2100 Ridge Ave, Evanston IL. 60201**

By: ________________________________

Printed Name: ________________________________

Title: ________________________________

Date: ________________________________

By: ________________________________

Printed Name: ________________________________

Title: ________________________________

Date: ________________________________
Schedule A

(Attached)
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: Purchase of Three Divvy Stations

Date: September 13, 2018

Recommended Action:
The Transportation & Parking Committee and staff recommend approval for the purchase of three (3) Divvy stations from Motivate International Inc. in the amount of $33,991.96. This purchase is proposed to be made utilizing funds that are within the approved budget for Divvy operating expenses for FY2018.

Funding Source:
Funding will be from the Parking Fund- Divvy Operating Expenses (Account 505.19.7005.62603), which has a FY2018 budget of $304,000 and a YTD balance of $194,390.94. Staff anticipates that the FY2018 Divvy expenses will be $125,000.00.

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

Summary:
The City of Evanston bike share program, Divvy Bikes, continues to have increased ridership. However, the installation of additional stations is critical to maintain growth of the system and improve access to residents on the west side of Evanston. This year the City of Evanston has an opportunity to buy three fifteen dock stations with ten bicycles at a total cost of $33,991.95 for all three stations, due to Oak Park ending their participation in the Divvy program. One standard fifteen dock station with ten Divvy bicycles typically costs a minimum of $55,000.00. Evanston has until October 1, 2018, to purchase these stations, otherwise Chicago will purchase them. To further incentivize
this addition to the Evanston bike share program, Motivate, the operator of Divvy Bikes, has waived all installation fees for these three stations (total cost would be $13,770). If approved, the stations could be installed within two to four weeks of City Council approval. With the addition of these new stations, the projected operating expenses would still be under budget by as much as $80,000.00, thus the Divvy Bikes program will remain under budget for the year.

Background:
In January 2018, the Village of Oak Park (Village) voted to end its Divvy Bikes program. The Village has remained without a bike share system since voting to end the program. After the Village received approval to sell their grant funded Divvy stations from the Federal Highway Administration, these stations became available for purchase at a significantly reduced cost of $11,330.65 for a 15 dock station with 10 bikes. There are three such stations available for the City to purchase at a total cost of $33,991.95. The cost of one new station is approximately $55,000.00. The City has until October 1, 2018 to commit to purchasing these stations. If the City declines to purchase the stations, the City of Chicago will purchase these stations as well as the remaining 10 Oak Park stations.

The current locations of the Divvy Bikes stations have focused on business districts and train stations, leaving considerable gaps in coverage in residential areas on the west side of Evanston. According to “Attachment 1 - Existing Divvy Stations Walk Analysis,” most Divvy stations on the east side of Evanston are within a quarter mile or half mile walking distance, while several areas on the west side are without any station within walking distance. Adding stations at the Levy Senior Center, the Lorraine H. Morton Civic Center, and at the dedicated bike lane in the 6th Ward, as displayed in “Attachment 2 - Proposed Divvy Stations Walk Analysis,” would significantly improve access to Evanston residents on the west side.

Equity:
On August 23, 2018, the City launched the Divvy for Every Evanstonian program to provide $5.00 Divvy memberships to income qualifying residents. Evanston residents ages 16 and older with an annual household income at or below 185 percent of the Federal Poverty Guidelines or who receive SNAP, WIC, LIHEAP or public housing benefits now qualify for the discounted annual memberships. All annual memberships include unlimited rides of 45 minutes or less anywhere within Divvy’s network. The Divvy network includes stations at grocery stores and other shopping destinations, train stations, business districts, Evanston Township High School, and Northwestern University.

With the launch of the Divvy for Every Evanstonian program, these stations are critical to ensure greater access to participants in the program.

Legislative History:
Resolution 87-R-14 Accepting Participation in the Divvy Bike Share Expansion and Authorizing the City Manager to Negotiate an Intergovernmental Agreement with City of Chicago to Implement the Program Staff recommends City Council adoption of a cost
match in the amount of $80,000 to match funding provided by the State of Illinois Department of Transportation is budgeted for FY 2015 in the Parking Fund Account BU: 505.19.7005.62603.

Resolution 5-R-16 – Authorizing the City Manager to Negotiate and Execute an Intergovernmental Agreement with the City of Chicago for the operation of Divvy Bike Stations in Evanston.

On August 29, 2018, the Transportation and Parking Committee voted to recommend the City Council approve the purchase of three (3) Divvy stations from Motivate International Inc. at a total purchase and installation cost of $33,991.96.

Attachments:
Letter of Equipment Purchase
Existing Divvy Stations Walk Analysis
Proposed Divvy Stations Walk Analysis
City of Evanston  
2100 Ridge Avenue  
Evanston, Illinois 60201-2798

Re: Supply of certain used equipment

Dear Mr. Bobkiewicz:

The purpose of this letter (this “Letter”) is to confirm our agreement regarding the sale and purchase of the Equipment identified on Schedule A to this Letter (the “Scheduled Equipment”) pursuant to that Operator Agreement between the City of Evanston (the “City”) and Motivate International Inc. (“Motivate”) for Bicycle Sharing System, as renewed from time to time (the “Agreement”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.

Pursuant to Section 3.1 of the Agreement, Motivate agrees to sell and the City agrees to purchase the Scheduled Equipment for the price of $33,991.96. The City acknowledges and agrees that the Schedule Equipment is used and not new, was previously purchased and used by the Village of Oak Park (“Oak Park”) and the five-year warranty period with respect to the Scheduled Equipment shall have commenced on the date of the original purchase by Oak Park.

Motivate agrees to waive the Installation Fees payable under the Agreement with respect to the Scheduled Equipment. For the avoidance of doubt, the City and Motivate agree that, upon installation, the Scheduled Equipment will be included in the calculation of the Operator Fees.

If the above accurately sets forth our mutual understanding, please sign in the space provided below and return a copy of this Letter to us.

[Signature page follows]
Sincerely,

MOTIVATE INTERNATIONAL INC.

By: ______________________________
Name: ______________________________
Title: ______________________________

Acknowledged to and Agreed by:

CITY OF EVANSTON

By: ______________________________
Name: Wally Bobkiewicz
Title: City Manager
# Schedule A

List of purchased equipment and related value

<table>
<thead>
<tr>
<th>Item</th>
<th>Display Name</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Rate</th>
<th>Currency</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MTV-AA00-6537-R</td>
<td>BACKLIT AD PANEL/MAP FRAME ASSEMBLY (Refurb)</td>
<td>BACKLIT AD PANEL/MAP FRAME ASSEMBLY (Refurb)</td>
<td>3</td>
<td>Each</td>
<td>$389.42</td>
<td>US Dollars</td>
<td>$1,168.26</td>
</tr>
<tr>
<td>MTV-TA00-6529-R</td>
<td>PBSC KIOSK ASSEMBLY V 3.0</td>
<td>PBSC Kiosk Assembly - Refurbished</td>
<td>3</td>
<td>Each</td>
<td>$410.30</td>
<td>US Dollars</td>
<td>$1,230.90</td>
</tr>
<tr>
<td>MTV-AC03-3004-R</td>
<td>Refurbished Solar poles</td>
<td>Solar Poles - Refurbished</td>
<td>3</td>
<td>Each</td>
<td>$140.16</td>
<td>US Dollars</td>
<td>$420.48</td>
</tr>
<tr>
<td>MTV-SC21-0950-R</td>
<td>REFURBISHED ITEM TECHNICAL PLATFORM</td>
<td>REFURBISHED ITEM TECHNICAL PLATFORM (STANDARD 1/2 INCH)</td>
<td>12</td>
<td>Each</td>
<td>$258.78</td>
<td>US Dollars</td>
<td>$3,105.36</td>
</tr>
<tr>
<td>MTV-DA00-6530-R</td>
<td>PBSC BIKE DOCK ASSEMBLY - (Refurb)</td>
<td>PBSC BIKE DOCK ASSEMBLY - (Refurb)</td>
<td>45</td>
<td>Each</td>
<td>$206.36</td>
<td>US Dollars</td>
<td>$9,286.20</td>
</tr>
<tr>
<td>MTB-BA00-7484</td>
<td>PBSC Bike - Refurbished</td>
<td>PBSC Refurbished Bike</td>
<td>30</td>
<td>Each</td>
<td>$601.51</td>
<td>US Dollars</td>
<td>$18,045.30</td>
</tr>
</tbody>
</table>
This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.
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: Extension of Divvy Contract for 36 Months

Date: September 13, 2018

Recommended Action:
The Transportation & Parking Committee and staff recommend the City Council authorize the City Manager to negotiate and execute a 36 month extension with Motivate International Inc. ("Motivate") to continue to operate the Divvy bicycle sharing system in Evanston. This is a second partial extension of one of two 5 year extensions contemplated in the Operator Agreement between the City and Motivate (attached to this memorandum).

Funding Source:
Funding will be from the Parking Fund- Divvy Operating Expenses (Account 505.19.7005.62603). Staff anticipates the FY2019 budgeted amount for Divvy expenses will be cost neutral.

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

Summary:
The existing operator agreement with Motivate for Divvy Bikes expires on January 22, 2019. A three year extension will provide additional time for the City and its Divvy Bikes operator to build Evanston-based ridership, expand the Divvy for Every Evanstonian subsidy program, study current station locations to enhance visibility and utilization, and expand sponsorship and advertising opportunities.
Evanston currently has [11 Divvy stations](#) distributed throughout Evanston with the opportunity to purchase three more stations at a significantly reduced cost. The locations are designed to serve as part of the larger network of Divvy and are located near large employers and points of interest (Evanston Township High School and Northwestern University) and CTA and Metra stations.

The City receives monthly data from Motivate on ridership, trip generation, and other pertinent data. Since its launch in late June 2016, membership and trip generation continues to grow. Number of trips per year increased by 16% compared to the previous year. Annual Memberships are up 10% year over year from June ‘17 to June ‘18.

Continuation of the agreement with Motivate will provide additional opportunities in the future. Motivate is currently piloting hybrid dockless bicycles in Minneapolis, MN and San Jose, CA. A rigorous testing process is conducted by Motivate to ensure the best dockless bicycles will be brought to the market, including the potential expansion into the Divvy Bikes program. Additionally, Lyft is partnering with Motivate to further expand its business to include bicycle share in its app. This partnership will likely allow the Divvy Bikes program to reach an additional market through the Lyft ridesharing app.

**Costs and Revenue:**

In 2019, the City has an opportunity to partner with the City of Chicago on a new bicycle sponsorship agreement, with the City receiving a pro rata share based on the number of bicycles in the Evanston Divvy system. The City may also take advantage of partnering with the City of Chicago on other types of sponsorship, including assistance with obtaining station and dock wrap sponsorship. While the City currently has an agreement for sponsorship on stations, there is no agreement for dock wrap sponsorship. Partnering with the City of Chicago may increase revenue for station sponsorship and will allow the City to obtain dock wrap sponsorship.

Revenue estimates for 11 station sponsorship in fiscal year 2019 are in Table 2, while revenue estimates for 14 station sponsorship in fiscal year 2019 are in Table 3. The low estimate in both Table 2 and Table 3 are based on 2018 revenue sources, with the exception of bicycle sponsorship and dock wrap sponsorship. The low estimate for the bicycle sponsorship is based on the current City of Chicago agreement. The rational for the high estimate is provided in further detail in each table.

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>Low Estimate</th>
<th>High Estimate</th>
<th>Rational</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developer Public Benefits</td>
<td>$10,000</td>
<td>$20,000</td>
<td>Based on commitment of $10,000 per developer</td>
</tr>
<tr>
<td>Station Sponsorship</td>
<td>$68,750</td>
<td>$72,188</td>
<td>Based on 5% increase of current sponsorship level</td>
</tr>
<tr>
<td>Dock Wrap Sponsorship</td>
<td>$9,000</td>
<td>$18,000</td>
<td>Based on $50 per dock per 15 dock station per year</td>
</tr>
<tr>
<td>Ridership Revenue</td>
<td>$68,000</td>
<td>$71,400</td>
<td>Based on 5% increase of current ridership</td>
</tr>
<tr>
<td>Bicycle Sponsorship</td>
<td>$110,000</td>
<td>$165,000</td>
<td>Based on Table 1 low and high estimates</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>$265,750</td>
<td>$346,588</td>
<td></td>
</tr>
</tbody>
</table>
Table 4 outlines projected revenue and costs of an 11 station system and 14 station system for fiscal year 2019. The low revenue estimate less costs is likely artificially low due to the City of Chicago’s low bicycle sponsorship agreement. Assuming the City of Chicago obtains a new sponsorship agreement closer to the national average, then the City can likely anticipate a cost neutral Divvy Bikes program in 2019 with either an 11 or 14 station system.

<table>
<thead>
<tr>
<th># of Stations</th>
<th>Cost</th>
<th>Low Revenue Estimate</th>
<th>High Revenue Estimate</th>
<th>Low Revenue Estimate Less Cost</th>
<th>High Revenue Estimate Less Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>$255,420</td>
<td>$265,750</td>
<td>$346,588</td>
<td>$10,330</td>
<td>$91,168</td>
</tr>
<tr>
<td>14</td>
<td>$325,080</td>
<td>$317,900</td>
<td>$419,220</td>
<td>($7,180)</td>
<td>$94,140</td>
</tr>
</tbody>
</table>

Background:
Divvy Bike Share was launched in late June 2016. The bike share system was made possible through a grant from the Illinois Department of Transportation that was provided in 2015. The City matched this grant with $80,000 in 2015 as part of a larger growth of the Divvy bike network in Chicago and Oak Park. Sponsorships and station advertisement from Northwestern University, NorthShore University HealthSystem, Valli Produce, and Presence Saint Francis have helped in the initial set-up of the stations.

Equity: On August 23, 2018, the City launched the Divvy for Every Evanstonian program to provide $5.00 Divvy memberships to income qualifying residents. Evanston residents ages 16 and older with an annual household income at or below 185 percent of the Federal Poverty Guidelines or who receive SNAP, WIC, LIHEAP or public housing benefits now qualify for the discounted annual memberships. All annual memberships include unlimited rides of 45 minutes or less anywhere within Divvy’s network. The Divvy network includes stations at grocery stores and other shopping destinations, train stations, business districts, Evanston Township High School, and Northwestern University.

Legislative History:
Resolution 87-R-14 Accepting Participation in the Divvy Bike Share Expansion and Authorizing the City Manager to Negotiate an Intergovernmental Agreement with City of Chicago to Implement the Program Staff recommends City Council adoption of a cost match in the amount of $80,000 to match funding provided by the State of Illinois.
Department of Transportation is budgeted for FY 2015 in the Parking Fund Account BU: 505.19.7005.62603.

Resolution 5-R-16 – Authorizing the City Manager to Negotiate and Execute an Intergovernmental Agreement with the City of Chicago for the operation of Divvy Bike Stations in Evanston.

On August 29, 2018, the Transportation and Parking Committee voted to recommend the City Council enter into a three year contract extension with the program operator of Divvy Bikes.

Attachments:
Letter of Extension
Operator Agreement between the City and Motivate
September 18, 2018

Mr. Jay Walder  
CEO  
Motivate International Inc.  
220 36th Street, Suite 3A (Unit 93)  
Brooklyn, New York, 11232

Dear Mr. Walder:

This is to confirm that in accordance with Article 4.3 (“Agreement Extension Option”) of the Operator Agreement between the City of Evanston (“the City”) and Motivate International Inc. (“Motivate”) for a Bicycle Sharing System (the “Agreement”), the City has elected to exercise a second partial extension of the first of its two extension options to renew. The City Council authorized a thirty-six month extension of the term of the Agreement for the approaching option period at its meeting on September 17, 2018. This second partial extension would be for a period to begin on January 24, 2019 and extend until January 23, 2022. During this period, the City and Motivate will work to continue to build local ridership and make any adjustments to station location to better support ridership and use of the system. Prior to the expiration of the thirty-six month period, the City and Motivate will determine further extensions of the Agreement.

In order to confirm acceptance and agreement of this partial extension, please sign and date below. We look forward to working with you and your team at Motivate to provide healthy, active transportation options to Evanstonians.

Sincerely,

Wally Bobkiewicz  
City Manager  
City of Evanston

Agreement and Acknowledgement by Motivate International Inc.:

Name of Authorized Individual:____________________________________________________

Signature:________________________________________________________________________

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OPERATOR AGREEMENT BETWEEN

THE CITY OF EVANSTON

AND

MOTIVATE INTERNATIONAL INC.

FOR A

BICYCLE SHARING SYSTEM
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EXHIBIT 3    INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE
EXHIBIT 4    CONTRACTUAL REQUIREMENTS RELATED TO HIPAA
EXHIBIT 5    PREVAILING WAGE PROVISIONS
EXHIBIT 6    FEDERAL PROVISIONS
EXHIBIT 7    CHICAGO AGREEMENT
AGREEMENT

This Agreement is entered into as of March ___, 2016 (“Effective Date”) by and between Motivate International Inc., a Delaware corporation (“Motivate” or “Operator”), and the City of Evanston, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its City Manager’s Office at Evanston, Illinois (“City”). The City and Operator agree as follows:

BACKGROUND INFORMATION

WHEREAS, the City wishes to enhance the existing public transportation system by providing bicycles to complete the first and/or last leg of a trip (e.g., from a train station to the workplace), among other reasons; and

WHEREAS, the City wishes to help reduce dependency on automobiles, particularly for short trips, thereby reducing traffic congestion, vehicle emissions, and the demand for parking; and

WHEREAS, the City is committed to promoting environmentally responsible initiatives and to exploring alternative modes of transportation to ensure that it is a bicycle-friendly municipality; and

WHEREAS, Motivate currently operates a bicycle sharing system in the City of Chicago pursuant to that Operator Agreement between the City of Chicago Department of Transportation and Motivate International Inc. (formerly known as Alta Bicycle Share, Inc.) dated as of January 24, 2013 (the “Chicago Agreement,” attached hereto as Exhibit 7); and

WHEREAS, the City desires to purchase and implement an expansion of that bicycle sharing system in Evanston; and

WHEREAS, the City wishes to hire a vendor to procure various equipment and technology necessary for the foregoing and to assemble, install, develop, implement and operate such equipment and technology such that it operates together as a “System” (as defined herein), and to provide on-going operational support and maintenance of the System (collectively, the “Project”); and

WHEREAS, the City has passed all resolutions necessary to authorize it to enter into this agreement; and

WHEREAS, Operator represents and warrants that it has the authority to execute this Agreement and it is highly qualified and competent to provide and to perform such services as described herein and has expertise and knowledge in such matters;

NOW, THEREFORE, the City and the Operator agree as follows:

ARTICLE 1. INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

TERMS AND CONDITIONS

ARTICLE 2. DEFINITIONS

2.1 Definitions

The following words and phrases have the following meanings for purposes of this Agreement:
“Access Key” means a fare card for rental of Bicycles, as further described in Schedule 3 to Exhibit 1 of the Chicago Agreement.

“Agreement” means this agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

“Bicycle” means a device propelled solely by human power, upon which a person may ride either on or astride a regular seat attached thereto, having two or more wheels in tandem, as further described in Schedule 3 to Exhibit 1 of the Chicago Agreement.

“Capital Costs” means the costs invoiced to the City for Equipment, Hardware, Software, and Installation Services.

“City Manager” means the City Manager of the City of Evanston and any representative authorized in writing to act on the Commissioner’s behalf.

“Computer Hardware” means the computer hardware necessary to operate the System.

“Data” means all data recorded, gathered, or produced by the System, including but not limited to data pertaining to individual users, whether gathered through the website, social media, the Equipment, or customer service communications.

“Documentation” means the documentation, written materials, work papers, configurations, manuals, and other work product prepared by or on behalf of PBSC or Motivate, its subcontractors or agents in connection with Software, and all specifications related thereto, that Motivate and/or PBSC provide to licensees of the Software.

“Dock” or “Docking Point” means a locking mechanism contained on a Station designed to receive a Bicycle for locked storage, as further described in Schedule 3 to Exhibit 1 of the Chicago Agreement.

“Equipment” means all physical components of the System, including without limitation Bicycles, Docks, Terminals, Station batteries, Bicycle and Station spare parts and all necessary cables.

“Equipment Costs” means the actual cost incurred by Motivate to procure the Equipment, without mark-up.

“Identifier” means Data that that could be used to identify users of the System, including all personal demographic and financial information.

“Information Panel” means the printed material displayed inside of the Map Frame.

“Map Frame” means a two-sided metal informational display unit, including translucent covering and lock.

“Manager’s Office” means the City Manager’s Office.

“Marketing Services” means promotions and advertising of the System directed at individuals and businesses, as well as reaching all customer bases through the Website and social media accounts.

"PBSC" means the Equipment manufacturer and system back-end software provider, PBSC Urban Solutions.

“Rates” means the customer charges specified in Exhibit 1, Schedule 12.
“Report” means a report Motivate is required to deliver to the City under the terms hereof.

“Services” means all of the services described herein that Operator must perform, in order to provide the Bicycle Sharing System described herein.

“Site” means a designated area on publicly or privately owned real property, which area contains one or more of each of the following items made available by Motivate to perform the Services: Bicycles, Docks, Terminal, Technical Platforms and Information Panel.

“Site Plan” means an illustration which shows the location of all Sites before installation, with distances and dimensions from the nearest property line, all relevant public or private easements, and at least two fixed objects. The Site Plan shall depict the locations of all above and belowground structures, utilities, infrastructure, and appurtenances in the immediate vicinity.

“Station” means all Equipment related items except the Bicycles and Bicycle toolkits, including, without limitation, keys, and shipping costs, as further described in Exhibit 1, Schedule 1.

“Subcontractor” means any person or entity with whom Operator contracts to provide any part of the Services (including Equipment), including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with the Operator.

“System” means the bicycle sharing system, including all Equipment, Software, Technical Platform, Terminal, and Computer Hardware, operating together with the system described in the Chicago Agreement (the “Chicago System” and together, the “Divvy System,” as may be expanded by agreements with other municipalities in the greater Chicago area) as an integrated whole to perform the functions described herein.

“Technical Platform” means a base component which rests on the ground and supports the Docks, Terminal, and Information Panel.

“Terminal” means a kiosk which provides Bicycle rental instructions, contains payment equipment (i.e. credit card device), and includes all other means necessary for the rental of Bicycles, as further described in Schedule 3 to Exhibit 1 of the Chicago Agreement.

“Website” means the customer-facing and internal websites maintained by Motivate for the System.

2.2 Interpretation

(a) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

(b) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(c) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

(d) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

(e) All references to a number of days mean calendar days, unless indicated
2.3 Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

EXHIBIT 1 SCOPE OF SERVICES and associated Schedules 1 through 12
EXHIBIT 2 COMPENSATION SCHEDULE
EXHIBIT 3 INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE
EXHIBIT 4 CONTRACTUAL REQUIREMENTS RELATED TO HIPAA
EXHIBIT 5 PREVAILING WAGE PROVISIONS
EXHIBIT 6 FEDERAL PROVISIONS
EXHIBIT 7 CHICAGO AGREEMENT

2.4 Order of Precedence

In the event of any conflict or inconsistency of terms among the various documents that at any given time, constitute this Agreement, the order of precedence that shall apply is as follows, with each listed document or type of document superseding and prevailing over any subsequently listed document or type of document, and with later-executed documents prevailing over earlier documents of the same type, each solely to the extent of any irreconcilable conflict or inconsistency of the terms and condition thereof: (i) the terms and conditions set forth in Articles 1 through 12 of this Agreement; (ii) the Scope of Services in Exhibit 1; and (iii) any Schedules and Exhibits to this Agreement.

Notwithstanding anything in the Agreement to the contrary, Operator is subject to and must conform to all of the terms and conditions of Exhibit 6 relating to Federal Provisions. In the event of any conflict or inconsistency between the terms set forth in the Agreement and the terms set forth in Exhibit 6, the terms and provisions Exhibit 6 take precedence over the terms and provisions in the Agreement, except to the extent that the Agreement contains provisions more favorable to the City or federal government or requiring a higher standard of the Operator. Operator must not by action or omission cause the City to be in breach of the grant agreement between the City and the funding source.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF OPERATOR

3.1 Scope of Work

General. The purpose of this Agreement is for Motivate to provide, install, implement, operate and maintain the System for use by the public. Subject to the terms and conditions of this Agreement, Motivate must (i) sell to the City the System, including Bicycles, Stations, and Computer Hardware, and provide to the City licenses for the Software, to enable use of the System by the City and the public as contemplated in this Agreement, (ii) install the Stations, at sites to be determined by the City, subject to the terms of this Agreement, and deliver all Bicycles, and provide all integration services to make the System fully operational, in compliance with the terms of this Agreement, (iii) provide all ancillary services for the expansion and operation of the System, including maintaining a website to be used by the public and marketing of the System to the public, and (iv) operate, support and maintain the System (collectively, the "Services"). Motivate shall provide all technical expertise, qualified personnel, Equipment, tools, and material to safely and competently accomplish all of the Services. Exhibit 1, Scope of Services, describes in more detail the elements of the Services; this description of the Services is intended to be general in nature and is neither a complete description of Motivate’s obligations nor a limitation on the Services that Motivate is to provide under this Agreement. Motivate must provide City with all work and services required to build, deliver, operate, and maintain the System, including the Services described in the Scope of Services, Exhibit 1, and work and services not specifically delineated in this Agreement, but consistent with, and reasonably inferable to be within, the scope of this Agreement and necessary for the delivery and operation
Motivate must complete all of its obligations hereunder in a timely manner. Regardless of any other express duties of Motivate, City is relying on Motivate to provide, and Motivate must provide the expertise, assistance, and recommendations that are necessary to ensure the launch of the System and the delivery of a System that meets City’s needs and requirements and accomplishes the objectives of the City. In performing the Services, Motivate must at all times take appropriate advantage of and, unless expressly directed otherwise by City, implement or incorporate with regard to the System, best business practices.

3.2. Advertisement and Sponsorship

Revenue from sponsorship agreements related exclusively to the System shall belong to City, net of commission, if any. Revenue from sponsorship agreements related to the entire Divvy System shall be allocated to the City on a proportional per dock basis. The City shall not receive any revenue for sponsorship agreements that do not relate to any part of the System, including, for example, sponsorship agreements related exclusively to the Chicago System.

Sponsorship may include, but is not limited to, revenue from:

- Placement for payment sponsor on payment equipment or Docks;
- Placement for station sponsor on map header;
- Placement for advertiser on Docks;
- Placement for advertiser in membership packets;
- Placement for sponsor on digital products such as the Website, social media, email, or apps of the System;
- Placement for advertiser on t-shirts or other gear of System staff (such as “Valet Sponsor”); and
- Sampling opportunities at or nearby Stations

Motivate will receive 15% commission on any sponsorship it secures.

Notwithstanding any of the foregoing, (a) City acknowledges and agrees that it shall have no rights to the name, logo, or branding of the System or Divvy System and shall have no right to select or change any of the same, (b) City may not secure its own advertiser or sponsor placements on Docks, in order to allow for system-wide sponsors of the Divvy System, but shall receive a proportional share of revenue derived from such sponsorship in accordance with this Article 3.2, and (c) no sponsorship agreement may conflict with the terms of that Sponsorship Agreement between the City of Chicago and Blue Cross and Blue Shield of Illinois (“BCBSI”) entered into as of May 1, 2014 (“BCBSI Sponsorship Agreement”). For the avoidance of doubt, BCBSI will, for the duration of the BCBSI Sponsorship Agreement and throughout the entire Divvy System, remain entitled to:

- Exclusive system branding on bikes and vehicles
- Exclusive sponsor/advertiser in the Health Insurance category
- Helmet safety message on website and map panel

3.3. Compliance with Federal Grant Requirements

Operator recognizes that a significant portion of this Agreement is funded through federal grant dollars received through the FHWA and agrees to cooperate with the City to address and if necessary, amend this Agreement, to conform with any additional requirements or changes to the System or Agreement necessary to comply with such grant requirements.

3.4. Ownership of Equipment and Computer Hardware

Upon acceptance by the City of any element of the Equipment, including but not limited to Bicycles, the City shall be the owner of all Stations, including up to ten (10) Bicycles per Station,
purchased by the City under this Agreement free and clear of all liens, encumbrances, financing statements, and rights of third persons or entities. All owner rights, warranties, and the like shall be in the name and inure to the benefit of the City. At the expiration or termination of this Agreement or earlier upon request, Motivate shall prepare and deliver to the City an inventory list of all Equipment and supplies purchased by the City under this Agreement and all related documentation, such as maintenance and service manuals and warranty information. The City shall have the right to perform a physical inventory of such Equipment at all times.

Motivate must represent and warrant in such bill of sale that the Equipment and any components thereof are entirely new. Motivate shall include the original manufacturer's warranty, which shall be transferred to the City.

3.5. Software Licenses

(a) Licenses. Motivate must obtain in City's name as licensee or sub-licensee for City and its authorized users to access, use, display and reproduce (and permit third party service providers to access, use, display and reproduce) the Software, and any other software used in the System, purchased or described in this Agreement. Motivate represents and warrants to City that Motivate has the authority and right to provide to City the license rights to all Software embedded in the System or otherwise provided by Motivate to City in accordance with the terms and conditions of this Agreement. The terms of the license are set forth more fully in Schedule 2.

(b) Source Code Escrow. Motivate represents that it has entered into a Source Code Escrow Agreement with PBSC, with Motivate as beneficiary, which provides that PBSC will deposit, within 10 calendar days of the Launch date, into trust the Escrow Materials to permit Motivate to use the Escrow Materials once released to configure, install, and support the Software solely in conjunction with the System. The Source Code Escrow Agreement shall provide that Motivate have access to the Escrow Materials from the Escrow Agent upon, including but not limited to (i) PBSC discontinues support for the Software as a result of a decision or order of a governmental authority; (ii) PBSC files a voluntary petition in bankruptcy or liquidation; (iii) PBSC proposes any dissolution, liquidation, reorganization, or recapitalization with its creditors; (iv) an involuntary petition in bankruptcy or liquidation is filed against PBSC or a receiver is appointed or takes possession of PBSC's property, and such petition or receiver is not dismissed or stayed within 90 days after such filing, appointment or taking possession; (v) PBSC makes an assignment for the benefit of creditors or is adjudicated as bankrupt; or (vi) PBSC takes any similar action under similar laws of any jurisdiction.

Motivate shall pay the reasonable costs of the Escrow Agent. Motivate shall not be liable for any breach by PBSC of the Source Code Escrow Agreement, including but not limited to PBSC's failure to deposit or maintain Escrow Materials.

Upon gaining access to the Escrow Materials pursuant to the Escrow Agreement, the City, or its third party consultants (subject to limitations in the sentence immediately following), and if applicable, Motivate, will be entitled to modify, alter, adjust, translate or create derivative works from the Software solely as needed for City's own use in support of the operations of the System (to the exclusion of any other use). Notwithstanding the preceding, the City may not provide access to the Escrow Materials to a third party that is a direct competitor of PBSC, namely an entity engaged in the implementation of bike-sharing systems.

"Escrow Materials" means, with respect to the Software, the source code of the Software and associated documentation, including all relevant files called for in Exhibit A of the Source Code Escrow Agreement.

PBSC shall be allowed to transfer the Escrow Agreement without the City's or Motivate's authorization if (i) PBSC's transferee or assignee has sufficient rights to source code to perform under the escrow, (ii) PBSC's transferee or assignee takes subject to all terms of the Escrow Agreement and this Agreement, and (ii) PBSC sends a written notice to Motivate and the City of
such assignment at least 30 days before the closing of any such transaction.

3.6. **Deliverables**

In carrying out the Services, the Operator must prepare or provide to the City various deliverables, including work product, reports (financial or otherwise), recommendations, and analyses, as further described in Exhibit 1.

The City may reject Deliverables that do not conform to the specifications in this Agreement or reasonably necessary for the purpose for which the City made this Agreement. If Motivate fails to comply with the foregoing standards, the City has 30 days from its discovery of the failure to notify Motivate thereof. If Motivate does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as an event of default.

3.7. **Standard of Performance**

Motivate must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Motivate acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City. Any review, approval, acceptance of Services or Deliverables or payment for any of the Services by the City does not relieve Motivate of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Motivate under this Agreement, at law or in equity.

Motivate must be appropriately licensed to perform the Services, if required by law, and must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed as may be required by law. Motivate remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Motivate or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Manager's Office and delivered in a timely manner consistent with the requirements of this Agreement.

If Motivate fails to comply with the foregoing standards, Motivate must, at the City's option, perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure, unless the reason is failure to have and maintain required licensure, which is an event of default as described in Article 9.1(b)(i) below.

3.8. **Standard of Performance Project Management and Personnel**

(a) **Project Management.** The System shall have the same Project Managers as are defined and designated under the Chicago Agreement. The City Project Manager shall serve as the primary point of contact for Motivate with respect to this Agreement. The Motivate Project Manager shall have overall responsibility for day-to-day management and administration of the Services provided under this Agreement and shall serve as the primary contact for the City with respect to this Agreement. Where specifically stated in this Agreement, Motivate shall obtain from the City Project Manager prior written approval of specified activities. However, it shall be the responsibility of Motivate to manage the details of the execution and performance of the Services under this Agreement. The Motivate Project Manager shall, at the request of City, attend any meeting of the management personnel of the City related to this Agreement, the System or the Services.

(b) **Adequate Staffing.** Motivate must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it
an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services.

(c) **Salaries and Wages**

Motivate and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Motivate underpays any such salaries or wages, the City may withhold, out of payments due to Motivate, an amount sufficient to pay to employees the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the City for and on account of Motivate to the respective employees to whom they are due. The parties acknowledge that this clause is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

3.9. **Insurance**

Motivate must provide and maintain at Motivate's own expense, during the term of this Agreement and any time period following expiration if Motivate is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified in Exhibit 3 of this Agreement, insuring all operations related to this Agreement.

3.10. **Indemnification**

(a) Motivate and the City shall take all reasonable precautions to protect all persons and the property of the City and others from damage, loss or injury caused by operations of Motivate or its subcontractors under this Agreement.

(b) Motivate shall defend, indemnify and hold City and its commissioners, officers and employees (each, an “Indemnified Party,” and collectively, “Indemnified Parties”) harmless, to the fullest extent permitted by law, from any and all claims of, or judgments for, a third-party for (i) damages on account of any injuries or death to such third-party or damage to any property of such third-party, or (ii) economic, pecuniary or financial losses of such third-party, together with costs and expenses to which such Indemnified Party may be subjected of account of such claims or judgments, to the extent arising out of the negligence or intentional misconduct by Motivate or its subcontractors or a violation of law by Motivate or its subcontractors (collectively, “Operator Actions”); provided, however, that Motivate shall not be responsible for any negligence by Indemnified Parties or their respective agents or contractors or for any damages caused by Indemnified Parties or their respective agents or contractors (together with matters covered by the following sentence, “Indemnified Party Actions”). In addition, and notwithstanding anything to the contrary in the foregoing, Motivate’s obligations under this paragraph shall not apply to liability to the extent arising from Motivate’s complying with the directives or requirements of the City. Insofar as the facts or law relating to any claim would preclude an Indemnified Party from being completely indemnified by Motivate, such Indemnified Party shall be partially indemnified by Motivate.

(c) Motivate shall defend, indemnify and hold the Indemnified Parties harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the Indemnified Parties may be subject to or which the Indemnified Parties may suffer or incur allegedly arising out of or in connection with any infringement by Motivate of any copyright, trade secrets, trademark or patent rights or any other similar intellectual property right of any third party by Motivate or its subcontractors in the performance of this Agreement. Motivate shall defend, indemnify, and hold the Indemnified Parties harmless regardless of whether or not the alleged infringement arises out of compliance
with the Agreement’s scope of services/scope of work. Insofar as the facts or law relating to any claim would preclude an Indemnified Party from being completely indemnified by Motivate, such Indemnified Party shall be partially indemnified by Motivate.

(d) Upon receipt by an Indemnified Party of actual notice of a proceeding against such Indemnified Party in respect of a matter for which such Indemnified Party is entitled to indemnification under Article 3.10(b) or Article 3.10(c) (a “Proceeding”), such Indemnified Party shall notify Motivate with respect thereto. In addition, an Indemnified Party shall notify Motivate after any Proceeding is commenced (by way of service with a summons or other legal process giving information as to the nature and basis of the claim) against such Indemnified Party. In any event, failure to notify Motivate shall not relieve Motivate from any liability that Motivate may have on account of this indemnity, except to the extent Motivate has been prejudiced by such failure. Motivate shall assume the defense of a Proceeding, including the employment of counsel reasonably satisfactory to such Indemnified Party and the payment of the fees and expenses of such counsel, in which event, except as provided below, Motivate shall not be liable for the fees and expenses of any other counsel retained by such Indemnified Party in connection with such Proceeding. In any such Proceeding in which Motivate assumes the defense, such Indemnified Party shall have the right to participate in such Proceeding and to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless: (i) Motivate and such Indemnified Party have mutually agreed in writing to the retention of such counsel, or (ii) the named parties to any such Proceeding (including any impleaded parties) include Motivate and such Indemnified Party and representation of both parties by the same counsel would, in the reasonable opinion of counsel to Motivate, be inappropriate due to actual or potential differing interests between Motivate and such Indemnified Party, in which case the reasonable fees and expenses of counsel for an Indemnified Party shall be borne by Motivate, provided that such Indemnified Party’s selection of counsel has been approved by Motivate, which approval shall not be unreasonably withheld or delayed. Motivate will not settle any Proceeding to which such Indemnified Party is a party without the consent of such Indemnified Party unless such settlement includes an unconditional release of such Indemnified Party from all claims made against such Indemnified Party in connection with such Proceeding without any admission of liability or wrongdoing. Notwithstanding anything to the contrary in this Article 3.10(d), if any judgment or settlement establishes that the personal injury, property damage or financial loss underlying any Proceeding arose from Indemnified Party Actions, then such Indemnified Party shall reimburse Motivate for the legal fees and costs incurred by Motivate in defending such Indemnified Party, or if such personal injury, property damage or financial loss arose from both Operator Actions and Indemnified Party Actions, then such Indemnified Party shall reimburse Motivate for such Indemnified Party’s share of Motivate’s legal fees and costs based such Indemnified Party’s share of the liability for such personal injury, property damage or financial loss.

(e) The provisions of this Agreement shall not be deemed to create any right of action in favor of third parties against Motivate or the Indemnified Parties or their respective officers and employees.

3.11. Ownership of Documents and Data

(a) The ownership of all Deliverables, Data, findings or other information (excluding any intellectual property rights or embodiment thereof owned or created by PBSC), in any form prepared, assembled, gathered, or encountered by or provided to Operator under this Agreement (subject to subarticle b below) shall be governed by the Chicago Agreement, including, as provided below, all copyrights, or other intellectual property rights inherent in their preparation.

(b) Any user data provided to or gathered by the System with respect to specific users, including, without limitation, the user’s profile, payment information, trip history, and the like (“User Information”) shall remain, as between the User and the Operator, the property of the user, and Operator may not claim ownership of such information, and may not request that any
user waive his or her ownership rights with respect to such information. User Information may be anonymized or aggregated to generate certain Deliverables or reports as required by this Agreement.

3.12. Copyright Ownership

Motivate and the City intend that, to the extent permitted by law, the Deliverables produced by Motivate at the City's instance and expense under this Agreement (excluding any intellectual property rights or embodiment thereof owned or created by PBSC) are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. ‘101 et seq., and that the City will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Motivate hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Motivate will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Motivate warrants to the City, its successors and assigns, that on the date of transfer Motivate is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Motivate further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Motivate warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship. City and Motivate acknowledge that the Divvy marks, name and associated trademarks are the property of the City of Chicago, whose permission shall be secured for such use.

3.13. Records

Motivate must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement.

Motivate must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Motivate must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 11.

3.14. Confidentiality of City Data

(a) All City information must be kept strictly confidential, except as specifically authorized by this Agreement, or as may be required by law. The Operator must not allow the City’s confidential information to be made available to any other individual or organization without the prior written consent of the City, except to Operator's employees, officers, directors, partners, shareholders, agents, attorneys, accountants, or contractors who need to know the confidential information to assist the Operator, or act on its behalf, in relation to the exercise of its rights or performance of its obligations under this Agreement. Operator must implement such measures
as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement.

Without limiting the foregoing, the Operator agrees that the User Information must be kept strictly confidential, and that Operator may not distribute, convey, transfer, license, or sell, in any fashion, such data, to any third parties, and Operator may not seek permission from users to do such. Notwithstanding this prohibition, the Operator shall seek permission from the users to share with the City user information on an aggregated basis for City purposes, including the enhancement and operation of the bicycle sharing program.

(b) Motivate must not issue any publicity or news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the City.

(c) If Motivate is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Motivate's possession by reason of this Agreement, Motivate must immediately give notice to the City, including the City's counsel, with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Motivate, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

(d) HIPAA and AIDS Confidentiality Act. To the extent not defined here the capitalized terms below and in Exhibit 4 will have the same meaning as set forth in the Health Insurance Portability and Accountability Act (Act). See 45 CFR parts 160, 162 and 164. Operator and all its Subcontractors must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 subparts A and E; the Standards for Electronic Transactions, which are located at 45 CFR parts 160 and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164. Operator must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Operator fails to comply with the applicable provisions under the ACT or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

3.15. Assignments and Subcontracts

(a) Motivate must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the Manager’s Office. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the City, including approvals for the use of any Subcontractors, operate to relieve Motivate of any of its obligations or liabilities under this Agreement.

(b) If any Subcontractor fails to perform the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the City, the City has the absolute right upon written notification to require the performance of this Agreement by Motivate personally or through any other City-approved Subcontractor. Any use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve Motivate of any of its obligations or liabilities under this Agreement.

(c) Motivate, upon entering into any agreement with a Subcontractor, must furnish upon request of the City a copy of its agreement. Subcontracts may not contain any terms and
conditions that are in contradiction of the material terms and conditions of this Agreement. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

(d) Motivate must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the City. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Motivate under this Agreement, without such prior written approval, has no effect upon the City.

(e) The City shall not assign or otherwise transfer all or any part of its interests under this Agreement to any successor without the prior written approval of the City of Chicago.

3.16. Collateral Assignment

In the event that the City has exercised its right to terminate this Agreement, under the early termination or for cause, all as set forth in Article 9, the City shall have the right, at its election but subject to the approval of the City of Chicago, to take over and operate the System, either directly or through third parties. Notwithstanding the preceding, the City may not operate the System through a third party that is a direct competitor of PBSC, namely an entity engaged in the implementation of bike-sharing systems.


To the extent applicable, Operator must adhere to the additional terms as outlined in Exhibit 5.

ARTICLE 4. DURATION OF AGREEMENT

4.1. Term of Performance

This Agreement takes effect as of the Effective Date and continues until January 24, 2018, unless the Chicago Agreement is extended pursuant to its Article 4.3, in which case the City may elect, pursuant to Article 4.3 below, to simultaneously extend this Agreement. If the Chicago Agreement terminates for any reason at any time, this Agreement shall terminate simultaneously. If the Chicago Agreement is assigned at any time to a new operator, the City and Motivate shall immediately take all steps necessary to transfer this Agreement to the same operator.

4.2. Timeliness of Performance

Motivate must provide the Services and Deliverables in a timely manner. Neither Motivate nor Motivate's agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Motivate by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4.3. Agreement Extension Option

The City may exercise its right to extend this Agreement following the expiration of the base Agreement term for up to two additional sixty month terms, subject to acceptable performance by Motivate and contingent upon (i) a corresponding extension of the Chicago Agreement and (ii) the appropriation of sufficient funds for the Services provided for in this Agreement.

Before expiration of the then current Agreement term, the City will give Motivate notice, in writing, that the City wishes to exercise its option to renew the Agreement for the approaching option period. The date on which the City gives notice is the date the notice is mailed, if it is mailed, or
the date the notice is delivered, if sent by courier or messenger service.

With the same amount of notice as for options, the City reserves the right to extend the Agreement for a period of no more than one-hundred eighty-one (181) calendar days, either in lieu of exercising an option period or following the exhaustion of all option periods, for the purpose of providing continuity of service while procuring a replacement contract, provided however that the same is elected by the City of Chicago pursuant to the Chicago Agreement.

**ARTICLE 5. COMPENSATION**

**5.1. Fees and Invoices**

Motivate will invoice the City for Capital Costs, Operator Fees and any other payments owed by the City to Motivate in accordance with the terms of invoicing and payment set forth in Exhibit 3, Compensation Schedule. An original invoice must be mailed to: Evanston Project Manager, Attn: Katherine Knapp, 2100 Ridge Avenue, Evanston, IL 60201 with a copy to the City Chief Financial Officer/Assistant City Manager, 2100 Ridge Avenue, Evanston, IL 60201. The City will process payment within 30 days after receipt of invoices. Late payments will accrue interest at a rate of 1% per month.

**5.2. Taxes**

Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City by virtue of Statute. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall comply with all Federal laws and regulations.

**5.3. Funding**

The source of funds for payments for Capital Costs under this Agreement shall be identified by the City. The source of funds for payments for Operations Costs will be the Account described in Exhibit 2. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council. Neither Operating Revenues, Revenue Allotment, nor the balance of the Account shall have any bearing on the City’s obligation to pay the Operator Fees to Motivate. For the avoidance of doubt, in the event that Revenue Allotment for any period is less than the Operator Fees due for the same period, the City shall nevertheless be obligated to pay Motivate the Operator Fees in full and without any offset or deduction.

**5.4. Non-Appropriation**

Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Motivate of that occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments will be made to Motivate under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

**ARTICLE 6. DISPUTES**

Except for a claim relating to intellectual property or breach of confidentiality provisions, the parties, through their respective project managers, will attempt to settle any dispute arising from this Agreement through consultation and good faith negotiation. If the project managers are unable to resolve the issue, the parties will declare a 30-day resolution period in which the issue will be escalated to the City Manager, or his designee, and to the President of Motivate, or his
designee. The parties agree to timely respond to reasonable requests for information required to establish facts related to the dispute that they are not prohibited by law or policy to produce. At the end of the 30-day period, the Operator shall give notice to the City of disputes or claims it believes cannot be resolved before filing any claim with a court of proper jurisdiction.

ARTICLE 7. COMPLIANCE WITH ALL LAWS

7.1. Compliance with All Laws Generally

(a) Operator must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 7, and Operator must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Operator must require all Subcontractors to do so, also.

(b) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

7.2. Nondiscrimination

(a) Operator

Operator must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups. If this Agreement is federally funded in whole or in part, additional provisions related to nondiscrimination may be set forth in Exhibit 6.

(i) Federal Requirements

Operator must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual’s employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Operator’s employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.


(ii) State Requirements

Operator must comply with, and the procedures Operator utilizes and the Services Operator provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code §750 Appendix A. Furthermore, Operator must comply with the Public Works Employment Discrimination Act, 775
ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.

Operator must furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations.

7.3. Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

ARTICLE 8. SPECIAL CONDITIONS

8.1. Warranties and Representations

In connection with signing and carrying out this Agreement, Operator:

(a) warrants that Operator is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Operator is not appropriately licensed;

(b) warrants it is financially solvent; it and each of its employees and agents are competent to perform the Services required under this Agreement; and Operator is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(c) warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

(d) warrants that Operator is not in default at the time this Agreement is signed, and has not been deemed by the City to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City;

(e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Operator warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that Operator and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Article 9.2 of this Agreement; and

(h) warrants that the System complies with all laws governing accessibility for the disabled as required by the Americans with Disabilities Act (ADA) or any such applicable laws and regulations and agrees that during the Term of the Agreement it will comply with all such laws governing accessibility; and
(i) warrants and represents that neither Operator nor an Affiliate of Operator (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. “Affiliate of Operator” means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Operator. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

8.2. Ethics

(a) In addition to the foregoing warranties and representations, Operator warrants:

(i) no officer, agent or employee of the City is employed by Operator or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement.

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Operator or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

8.3. Joint and Several Liability

If Operator, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Operator is the joint and several obligation or undertaking of each such individual or other legal entity.

8.4. Business Documents

At the request of the City, Operator must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

8.5. Conflicts of Interest

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no council member of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) Operator represents that it, and to the best of its knowledge, its Subcontractors if any (Operator and Subcontractors will be collectively referred to in this Article 8.5 as "Consulting Parties"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

(c) Upon the request of the City, Consulting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship.
Consulting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Consulting Parties’ past or present clients. If Consulting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

(d) Without limiting the foregoing, if the Consulting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Further, Consulting Parties must not assign any person having any conflicting interest to perform any Services under this Agreement or have access to any confidential information, as described in Article 3.14 of this Agreement. If the City, in its reasonable judgment, determines that any of Consulting Parties’ services for others conflict with the Services that Consulting Parties are to render for the City under this Agreement, Consulting Parties must terminate such other services immediately upon request of the City.

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Operator under this Agreement, Operator represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. §1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Operator must execute a Certification Regarding Lobbying.

8.6. Non-Liability of Public Officials

Operator and any assignee or Subcontractor of Operator must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Agreement or because of the City’s execution, attempted execution or any breach of this Agreement.

8.7. Certification Regarding Suspension and Debarment

Operator certifies, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. If Operator is unable to certify to this statement, it must attach an explanation to the Agreement.

ARTICLE 9. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

9.1. Events of Default Defined

The following constitute events of default:

(a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Operator to the City.

(b) Operator’s failure to perform any of its obligations under this Agreement including the following:
(i) Failure to have and maintain all professional licenses required by law to perform the Services;

(ii) Failure to timely perform the Services;

(iii) Failure to perform the Services in a manner reasonably satisfactory to the City or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(iv) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;

(v) Failure to provide Support or remedy any Software defect or malfunction or other failure of the Software to perform in accordance with Schedule 2 for more than 5 calendar days.

(vi) Discontinuance of the Services for reasons within Operator's reasonable control;

(vii) Failure to comply with Article 7.1 in the performance of the Agreement;

(viii) Any other acts specifically stated in this Agreement as constituting an act of default.

(c) Any change in ownership or control of Operator without the prior written approval of the City (when such prior approval is permissible by law), which approval the City will not unreasonably withhold.

(d) Operator's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Operator acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

(e) Operator's default under the Chicago Agreement or any other agreement with the City of Chicago related thereto.

(f) Operator's violation of City ordinance(s) unrelated to performance under the Agreement such that it indicates a willful or reckless disregard for City laws and regulations.

9.2. Remedies

(a) Notices. In an event of default, the Operator shall have an opportunity to cure the default within 30 days unless extended by the City. The City will give Operator written notice of the default in the form of a cure notice ("Cure Notice"). If the Operator fails to cure the event of default within the cure period, the City may give a default notice ("Default Notice"), in which it will also indicate any present intent it may have to terminate this Agreement. The decision to terminate is final and effective upon giving the notice. If the City decides not to terminate, this decision will not preclude it from later deciding to terminate the Agreement in a later notice, which will be final and effective upon giving the notice or on the date set forth in the notice, whichever is later. When a Default Notice with intent to terminate is given as provided in this Article 9.2 and Article 11, Operator must discontinue any Services, unless otherwise directed in the notice, and deliver all materials belonging to the City and accumulated in the performance of this Agreement, whether completed or in the process, to the City.

(b) Exercise of Remedies. After giving a Default Notice, the City may invoke any or
all of the following remedies:

(i) The right to take over and complete the Services, or any part of them, at City’s expense and with the consent of the City of Chicago, either directly or through others, and refrain from making any payments of Operator Fees to Operator;

(ii) The right to terminate this Agreement;

(iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

(iv) The right to money damages;

(v) The right to withhold all or any part of Operator’s compensation under this Agreement;

(vi) The right to deem Operator non-responsible in future contracts to be awarded by the City;

(vii) The right to declare default on any other contract or agreement Operator may have with the City.

(c) City’s Reservation of Rights. If the City considers it to be in its best interests, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Operator to continue to provide the Services despite one or more events of default, Operator is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

(d) Non-Exclusivity of Remedies. The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

9.3. Suspension

If the City declares that there is an event of emergency, the City may at any time request that Operator suspend its Services, or any part of them, by giving 15 days prior written notice to Operator or upon informal oral, or even no notice. Operator must mitigate any costs incurred after the effective date of such suspension. Operator must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the City and such equitable extension of time as may be mutually agreed upon by the City and Operator when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Operator as a result of the suspension period or for recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

9.4. Right to Offset

In connection with Operator’s performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:

(i) if the City terminates this Agreement for default or any other reason
resulting from Operator’s performance or non-performance;

(ii) if the City exercises any of its remedies under Article 9.2 of this Agreement;

(iii) if the City has any credits due or has made any overpayments under this Agreement.

The City may offset these incremental costs and other damages by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Operator is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

ARTICLE 10. GENERAL CONDITIONS

10.1. Entire Agreement

(a) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other terms, conditions, warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

(b) No Collateral Agreements

Operator acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Operator to enter into this Agreement or has been relied upon by Operator, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

(c) No Omissions

Operator acknowledges that Operator was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Operator did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Operator relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.
10.2. Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic submission shall be effective as delivery of a manually executed original counterpart of this Agreement.

10.3. Changes, Modifications, and Amendments

No change, modification, or amendment of this Agreement, or any part hereof, is valid unless stipulated in writing and signed by the parties. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Article 10.3. This Article 10.3, does not apply, however, to Agreement extensions governed by Article 4.3, Agreement Extension Option.

10.4. Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Operator irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Operator may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Operator, or by personal delivery on any officer, director, or managing or general agent of Operator. If any action is brought by Operator against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

10.5. Severability

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

10.6. Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

10.7. Cooperation

Operator must at all times cooperate fully with the City. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Operator must make every effort to ensure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Manager’s Office in connection with the termination or expiration.
10.8. Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the City by a proper authority waives Operator’s performance in any respect or waives a requirement or condition to either the City’s or Operator’s performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Operator in writing.

10.9. Independent Contractor

(a) This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Operator and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Operator must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.

(b) This Agreement is between the City and an independent contractor and, if Operator is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Operator performing the Services required under this Agreement.

(ii) Operator is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Operator.

10.10. Electronic Ordering and Invoices

The Operator shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Operator shall accept electronic purchase orders and releases upon request of the City. Operator shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The City reserves the right to change the document format and/or the means of transmission upon written notice to the Operator. Operator shall ensure that the essential information, as determined by the City, in the electronic document, corresponds to that information submitted by the Operator in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Operator, the City may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.
10.11. Participation by Other Local Government Agencies

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City and the City of Chicago’s Commissioner, and if such purchases have no net adverse effect on the City or the City of Chicago, and result in no diminished services from the Operator to the user departments of the City or the City of Chicago pursuant to such purchases. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

ARTICLE 11. NOTICES

 Notices provided for in this Agreement, unless provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid, or sent by email provided that receipt of such email is electronically confirmed by non-automated reply mail, to the intended party at the address set forth below (unless notification of a change of address is given in writing):

If to the City: 
City Manager’s Office  
Attn: Wally Bobkiewicz, City Manager  
2100 Ridge Avenue  
Evanston, IL 60201  
Email: wbobbkiewicz@cityofevanston.org

with Copies to: 
City of Evanston Law Department  
Attn: W. Grant Farrar, Corporation Counsel  
2100 Ridge Avenue  
Evanston, IL 60201  
Email: gfarrar@cityofevanston.org

and: 
Department of Community Development  
Attention: Katherine Knapp  
2100 Ridge Avenue  
Evanston, IL 60201

If to Operator: 
Motivate International Inc.  
5202 Third Avenue  
Brooklyn, New York 11220  
Attention: General Counsel  
Email: justinelee@motivateco.com

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Notice delivered by email shall be deemed delivered upon the date of email transmission. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12. AUTHORITY

Execution of this Agreement by Operator is authorized by its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Operator have been made with complete and full authority to commit Operator to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained
in it, including the representations, certifications and warranties collectively incorporated by reference in it.

[Signature Pages, Exhibits and Schedules follow.]
CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

MOTIVATE INTERNATIONAL INC.

Jay Walder, President and CEO

3/28/16

Date

State of New York

County of Kings

This instrument was acknowledged before me on this 28th day of March, 2016 by Jay Walder as President (or other authorized officer) of Motivate International Inc.

Commission Expires: 11/15/2018

(SEAL) Notary Public Signature

HU ZHONG JING
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HU6230991
Qualifed in New York County
My Commission Expires November 15, 2018

CITY OF EVANSTON

Wally Bobkiewicz, City Manager

4-1-16

Date

Approved as to form:

W. Grant Farrar
Corporation Counsel

By: Michelle Massing
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 67-R-18, Memorandum of Understanding with the City of Chicago Department of Transportation to Seek Approval to Share Revenue in the Divvy Sponsorship Agreement

Date: September 13, 2018

Recommended Action:
The Transportation & Parking Committee and staff recommend City Council adopt Resolution 67-R-18, authorizing the City Manager to negotiate and execute a Memorandum of Understanding (MOU) with the City of Chicago for a joint advertisement agreement for sponsorship of all Divvy bicycles, with Evanston receiving a pro rata share based on the number of bicycles in the Evanston Divvy system.

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

Summary:
The City of Evanston bike share program, Divvy Bikes, continues to have increased ridership. Following the one-year extension of Divvy last year and the priority-based budgeting process, staff has identified new sponsorship opportunities to maintain this growing program. Currently the City of Chicago receives all revenue from sponsorship of all Divvy bicycles. Prior to the City joining Divvy Bikes, the City of Chicago and Blue Cross Blue Shield of Illinois entered into an exclusive sponsorship agreement of Divvy bicycles. This agreement has prevented the City of Evanston from obtaining sponsorship of the Divvy bicycles that are located in Evanston. This sponsorship agreement comes to an end on May 1, 2019. The City of Chicago is moving forward with including the City of Evanston on a new bicycle sponsorship agreement, with the City receiving a pro rata share based on the number of bicycles in the Evanston Divvy system.
The inclusion in the sponsorship program would bring significant new revenue to the program. Currently there are 110 Divvy bicycles in the Evanston system. If Council also chooses to purchase three new stations, the number of Divvy bicycles in the City would increase to 140. The City of Chicago currently receives $500 per Divvy bicycle per year. The national average for docked bicycle share sponsorship is $1000. Chicago was an early adopter of bicycle share, and its current bicycle advertisement sponsorship is low compared to the national average. The table below (Table 1) highlights the range of revenue for per bike sponsorship. If this agreement moves forward, it is anticipated that the finalized sponsorship numbers per bike would be determined in the first quarter of 2019.

Table 1: Divvy Bicycle Sponsorship Revenue

<table>
<thead>
<tr>
<th>Per Bike Sponsor Revenue</th>
<th>11 Station Bike Sponsor Revenue</th>
<th>14 Station Bike Sponsor Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500</td>
<td>$55,000</td>
<td>$70,000</td>
</tr>
<tr>
<td>$750</td>
<td>$82,500</td>
<td>$105,000</td>
</tr>
<tr>
<td>$1,000</td>
<td>$110,000</td>
<td>$140,000</td>
</tr>
<tr>
<td>$1,500</td>
<td>$165,000</td>
<td>$210,000</td>
</tr>
</tbody>
</table>

Background:
Divvy Bike Share was launched in late June 2016. The bike share system was made possible through a grant from the Illinois Department of Transportation that was provided in 2015. The City matched this grant with $80,000 in 2015 as part of a larger growth of the Divvy bike network in Chicago and Oak Park. Sponsorships and station advertisement from Northwestern University, NorthShore University HealthSystem, Valli Produce, and Presence Saint Francis have helped in the initial set-up of the stations.

Additional Revenue: In addition to bicycle sponsorship, the City may also take advantage of partnering with the City of Chicago on other types of sponsorship, including assistance with obtaining station and dock wrap sponsorship. While the City currently has an agreement for sponsorship on stations, there is no agreement for dock wrap sponsorship. Partnering with the City of Chicago may increase revenue for station sponsorship and will allow the City to obtain dock wrap sponsorship.

Revenue estimates for 11 station sponsorship are in Table 2, while revenue estimates for 14 station sponsorship are in Table 3. The low estimate in both Table 2 and Table 3 are based on 2018 revenue sources, with the exception of bicycle sponsorship and dock wrap sponsorship. The low estimate for the bicycle sponsorship is based on the current City of Chicago agreement. The rational for the high estimate is provided in further detail in each table.
Table 2: Revenue Estimates for 11 Station System

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>Low Estimate</th>
<th>High Estimate</th>
<th>Rational</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developer Public Benefits</td>
<td>$10,000</td>
<td>$20,000</td>
<td>Based on commitment of $10,000 per developer</td>
</tr>
<tr>
<td>Station Sponsorship</td>
<td>$68,750</td>
<td>$72,188</td>
<td>Based on 5% increase of current sponsorship level</td>
</tr>
<tr>
<td>Dock Wrap Sponsorship</td>
<td>$9,000</td>
<td>$18,000</td>
<td>Based on $50 per dock per 15 dock station per year</td>
</tr>
<tr>
<td>Ridership Revenue</td>
<td>$86,000</td>
<td>$71,400</td>
<td>Based on 5% increase of current ridership</td>
</tr>
<tr>
<td>Bicycle Sponsorship</td>
<td>$110,000</td>
<td>$165,000</td>
<td>Based on Table 1 low and high estimates</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>$265,750</td>
<td>$346,588</td>
<td></td>
</tr>
</tbody>
</table>

Table 3: Revenue Estimates for 14 Station System

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>Low Estimate</th>
<th>High Estimate</th>
<th>Rational</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developer Public Benefits</td>
<td>$10,000</td>
<td>$20,000</td>
<td>Based on commitment of $10,000 per developer</td>
</tr>
<tr>
<td>Station Sponsorship</td>
<td>$87,500</td>
<td>$96,250</td>
<td>Based on 5% increase of current sponsorship level</td>
</tr>
<tr>
<td>Dock Wrap Sponsorship</td>
<td>$9,000</td>
<td>$18,000</td>
<td>Based on $50 per dock per 15 dock station per year</td>
</tr>
<tr>
<td>Ridership Revenue</td>
<td>$71,400*</td>
<td>$74,970</td>
<td>Based on 5% increase of current ridership</td>
</tr>
<tr>
<td>Bicycle Sponsorship</td>
<td>$140,000</td>
<td>$210,000</td>
<td>Based on Table 2 low and high estimates</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>$317,900</td>
<td>$419,220</td>
<td></td>
</tr>
</tbody>
</table>

*assuming 5% increase with new stations

Table 4 outlines projected revenue and costs of an 11 station system and 14 station system for fiscal year 2019. The low revenue estimate less costs is likely artificially low due to the City of Chicago’s low bicycle sponsorship agreement. Assuming the City of Chicago obtains a new sponsorship agreement closer to the national average, then the City can likely anticipate a cost neutral Divvy Bikes program in 2019 with either an 11 or 14 station system.

Table 4: Projected 2019 Divvy Costs and Revenue

<table>
<thead>
<tr>
<th># of Stations</th>
<th>Cost</th>
<th>Low Revenue Estimate</th>
<th>High Revenue Estimate</th>
<th>Low Revenue Estimate Less Cost</th>
<th>High Revenue Estimate Less Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>$255,420</td>
<td>$265,750</td>
<td>$346,588</td>
<td>$10,330</td>
<td>$91,168</td>
</tr>
<tr>
<td>14</td>
<td>$325,080</td>
<td>$317,900</td>
<td>$419,220</td>
<td>($7,180)</td>
<td>$94,140</td>
</tr>
</tbody>
</table>

**Equity:** On August 23, 2018, the City launched the Divvy for Every Evanstonian program to provide $5.00 Divvy memberships to income qualifying residents. Evanston residents ages 16 and older with an annual household income at or below 185 percent of the Federal Poverty Guidelines or who receive SNAP, WIC, LIHEAP or public housing benefits now qualify for the discounted annual memberships. All annual memberships include unlimited rides of 45 minutes or less anywhere within Divvy’s network. The Divvy network includes stations at grocery stores and other shopping destinations, train stations, business districts, Evanston Township High School, and Northwestern University.

**Legislative History:**
Resolution 87-R-14 Accepting Participation in the Divvy Bike Share Expansion and Authorizing the City Manager to Negotiate an Intergovernmental Agreement with City of Chicago to Implement the Program Staff recommends City Council adoption of a cost match in the amount of $80,000 to match funding provided by the State of Illinois
Department of Transportation is budgeted for FY 2015 in the Parking Fund Account BU: 505.19.7005.62603.

Resolution 5-R-16 – Authorizing the City Manager to Negotiate and Execute an Intergovernmental Agreement with the City of Chicago for the operation of Divvy Bike Stations in Evanston.

On August 29, 2018, the Transportation and Parking Committee voted to recommend the City Council authorize the City Manager to execute a MOU with the City of Chicago for a joint advertisement agreement for sponsorship of all Divvy bicycles, with Evanston receiving a pro rata share based on the number of bicycles in the Evanston Divvy system.

Attachments:
Resolution 67-R-18
Memorandum of Understanding with the City of Chicago
A RESOLUTION

APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF CHICAGO DEPARTMENT OF TRANSPORTATION TO SEEK APPROVAL TO SHARE IN REVENUE IN THE DIVVY SPONSORSHIP AGREEMENT

WHEREAS, the City of Evanston ("Evanston") and the City of Chicago ("Chicago") are home rule municipalities in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, and pursuant to the authority vested as home rule municipalities, they may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, Chicago received grant funding totaling $28,000,000 (the "Grant Funds") from the federal government which paid for the cost of purchase and installation of the infrastructure of a bike sharing system within Chicago (the "System"), which was supplemented by City of Chicago funds totaling approximately $6,500,000; and

WHEREAS, Chicago currently serves as a fiscal agent to a portion of the Grant Funds to the City of Evanston in the amount of $320,000, (the "Evanston Pass-Through Grant") and Evanston provided $80,000 in funds to supplement the Evanston Pass-Through Grant (the "Local Match Funds"); and

WHEREAS, the City of Chicago entered into a sponsorship agreement with Blue Cross Blue Shield of Illinois for the System, which expires on May 1, 2019 and the Parties seek to permit Evanston to share in future sponsorship revenue proportionally based on its share of Evanston bikes in the System; and
WHEREAS, Chicago and Evanston desire to enter into a memorandum of understanding agreement to outline the parties desire to document their intention to change the division of sponsorship revenue from what was previously agreed to in the Agreement,

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

SECTION 1: The City Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: The City Council hereby approves, pursuant to the City of Evanston’s home rule power, the Agreement in the form attached to this Resolution as Exhibit A.

SECTION 3: The City Council hereby authorizes and directs, pursuant to the City’s home rule power, the City Manager to negotiate and execute, on behalf of the City, the Agreement with City of Chicago so long as the Agreement: (i) is in substantially the form attached to this Resolution as Exhibit A; and (ii) has been approved by the Corporation Counsel.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval according to 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
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CHICAGO
AND THE CITY OF EVANSTON
REGARDING SPONSORSHIP REVENUE

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is entered into as of ______________, 2018 ("Effective Date") by and between the City of Chicago, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Transportation (the "City"), and the City of Evanston ("Evanston").

RECITALS

WHEREAS, the City has installed the infrastructure of a bike sharing system within the City (the "System"); and

WHEREAS, the City agreed to act as a fiscal agent for grant funds in the amount of $320,000 that were granted to Evanston in order for Evanston to acquire and operate substantially identical bicycle sharing system as the System (the "Evanston System," and with the System, the "Entire System"); and

WHEREAS, the City and Evanston entered into an agreement governing the grant funds and revenue sharing for the Entire System in that certain Intergovernmental Agreement Between The City of Chicago and the City of Evanston Regarding the Chicago City-Wide Bike Sharing System dated February 23, 2016 (the "Agreement"); and

WHEREAS, the City and Evanston wish to enter into this Memorandum to document their intention to change the division of sponsorship revenue from what was previously agreed to in the Agreement;

NOW, THEREFORE, the parties have reached the following understanding:

1. The City entered into a sponsorship agreement with the Blue Cross Blue Shield of Illinois ("BCBSIL") that will expire on May 1, 2019 (the "Sponsorship Agreement"). Pursuant to the Agreement, the City retained all of the sponsorship revenue generated by the Sponsorship Agreement.

2. Upon the expiration of the Sponsorship Agreement, the City intends to enter into a new sponsorship agreement (the "New Sponsorship Agreement") with BCBSIL or a different sponsor.

3. The New Sponsorship Agreement will generate revenue (the "Sponsorship Revenue"), of which the City intends to retain the percentage that is based on the number of
bikes in its System in proportion to the number of bikes in the Entire System and provide to Evanston the percentage that is based on the number of bikes in the Evanston System in proportion to the number bikes in the Entire System (the “Evanston Revenue Share”).

4. Evanston intends to receive the Evanston Revenue Share.

5. The City and Evanston both acknowledge and agree that the division of Sponsorship Revenue generated by the New Sponsorship Agreement as described herein is conditional and contingent on an amendment to the Agreement that would authorize the City to share the Sponsorship Revenue with Evanston and must be approved by the City Council of the City ("City Council") and that this Memorandum only documents the current understanding of the parties and in no way obligates or requires the City to divide the Sponsorship Revenue as described herein unless such an amendment to the Agreement is approved by City Council. The City warrants that it will seek approval for the Evanston Revenue Share as outlined in this Memorandum; approval of the Evanston Revenue Share is in its sole discretion.

6. This Memorandum may be executed in counterparts, each of which shall be deemed an original.

7. This Memorandum shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflict of laws principles.

8. Each of the signatories hereto has read and understands this Memorandum and that person has full power and authority to enter into this Memorandum for and on behalf of the party for whom said signatory is signing.
IN WITNESS WHEREOF, each of the parties has caused this Memorandum to be executed and delivered as of the date first above written.

CITY OF CHICAGO, ILLINOIS

By: ________________________________
Name: Rebekah Scheinfeld
Commissioner
Department of Transportation

CITY OF EVANSTON, ILLINOIS

By: ________________________________
Name: Wally Bobkiewicz
Title: City Manager
Memorandum

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

From: Erika Storlie, Assistant City Manager

Subject: Resolution 69-R-18 Authorizing a Lease Renewal Agreement with Impact Behavioral Health Partners for Office Space at the Civic Center

Date: September 10, 2018

Recommended Action:
Staff recommends City Council adoption of Resolution 69-R-18 authorizing the City Manager to negotiate the lease of office space with Impact Behavioral Health Partners (Impact) for 24 months for 2,940 square feet of space on the ground floor of the Civic Center (Suite G310 to G651), including eleven (11) telephone lines and telephones, at the rate of $3,362.00 per month. Impact will be responsible for payment of all remaining utilities.

Livability Benefits:
Built Environment: Enhance public spaces
Equity & Empowerment: Support quality service programs

Summary:
Impact Behavioral Health Partners in Evanston is a non-profit organization that provides affordable supportive housing and mental health support to adults recovering from mental illnesses. The organization is currently headed by Patti Capouch. Impact Behavioral Health Partners encourages independent living and offers a safe and dignified alternative to homelessness and unnecessary institutionalization.

Leasing the space to Impact Behavioral Health Partners offers several benefits including strengthening wrap-around services housed in the Civic Center and utilizing space with a City partner who has synergy with City departments. Impact Behavioral Health Partners works closely with the Health and Human Services Department and the General Assistance office allowing Evanston residents to get needed services in one location.

The lease and proposed rent is similar to that of the two other existing Civic Center ground floor non-profit tenants, NW CASA & North Shore Senior Center. Impact has been a tenant in the Civic Center since 2014, previously d/b/a Housing Options.

Attachments:
Resolution 69-R-18 with Lease Agreement and Layout
A RESOLUTION

Authorizing the City Manager to Enter into a Twenty Four Month Lease Agreement for Rooms G310-G651 at the Lorraine H. Morton Civic Center

WHEREAS, the City of Evanston ("City") owns certain real property, including the property commonly known as the Lorraine H. Morton Civic Center at 2100 Ridge Avenue, Evanston, Illinois; and

WHEREAS, the City leases space in the Civic Center to organizations and groups including Housing Options for the Mentally-Ill in Evanston, Inc. d/b/a Impact Behavioral Health Partners ("Impact"), an Illinois not-for-profit corporation; and

WHEREAS, the City and Impact desire to enter into lease agreement for a twenty four month term with two optional one year extensions; and

WHEREAS, the City Council finds it to be in the best interest of the City to lease Civic Center commercial office space to Impact, and to negotiate and execute a lease agreement with Impact,

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

SECTION 1: The City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston, a lease for twenty four months and two optional one year
extensions for Rooms G310-G651 by and between the City and Impact in the Lorraine H. Morton Civic Center. The lease shall be for the following period: October 1, 2018 through September 30, 2020 with two options to renew the lease agreement for a one-year term. The lease shall be in substantial conformity with the lease marked as Exhibit 1, attached hereto and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the leases as may be determined to be in the best interests of the City.

SECTION 3: Resolution 69-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.

___________________________  ___________________________
Stephen H. Hagerty, Mayor

Attest:                Approved as to form:

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

Adopted: _________________, 2018
EXHIBIT 1

LEASE AGREEMENT
LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is by and between CITY OF EVANSTON, an Illinois municipal corporation and a home rule unit of the State of Illinois (the "Landlord") and HOUSING OPTIONS FOR THE MENTALLY-ILL IN EVANSTON, INC., an Illinois non-profit corporation ("Impact" or the "Tenant") for a certain office space located on the ground floor (see floor plan attached as "Exhibit 1") of the Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201.

In consideration of the rents, covenants and conditions hereafter set forth, the Landlord and Tenant hereby agree as follows:

1. BASIC LEASE PROVISIONS. In addition to the other terms which are elsewhere defined in this Lease, the following words and phrases, whenever used in this Lease, shall have the meanings set forth in this Section 1.

(a) Date of Lease: October 1, 2018

(b) Landlord: The City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

(c) Tenant: Housing Options for the Mentally-Ill in Evanston, Inc.
d/b/a Impact Behavioral Health Partners
1132 Florence Ave
Evanston IL 60202

(d) Premises: East side of Ground Floor, G310 to G651 (Exhibit 1)
(2,940 sq feet)
2100 Ridge Avenue
Evanston, Illinois 60201

(e) Possession Date: October 1, 2018

(f) Lease Term: October 1, 2018 - September 30, 2020

(g) Base Rent: $3,362/per month

(h) Renewal: Two one-year options to renew the lease agreement with written consent of both parties and tenant is not in default of the lease agreement.

(i) Delivery of Premises: Landlord will deliver the Premises to Tenant no later than the Possession Date in "broom-clean" state with all building systems functional and in good condition and repair, except as provided herein.
(j) Real Estate Taxes and Operating Expenses: Landlord will be responsible for the payment of the real estate taxes and the costs of owning, operating, maintaining, and repairing the Building and Premises. The Landlord will not be responsible for maintaining or repairing Tenant improvements, fixtures and personal property within the Premises.

(k) Utilities: Landlord will provide eleven (11) telephone lines and telephones. The Tenant will be responsible for the payment of ALL remaining utilities, including internet access (1 static IP level), electricity, gas and water and other related expenses. If applicable, the Tenant shall be responsible for any and all cell phone charges and television charges for use at the Premises. The Tenant is permitted to use the Landlord’s copy machine and will reimburse the Landlord for said use per month at the rate of $.10/per page.

(l) Permitted Use: Operation of an office space devoted to providing services to the mentally ill population within the north shore suburbs of Cook County.

(m) Security Deposit: No Deposit Required

(n) Hazard Insurance: Landlord to procure fire and hazard insurance on the Premises.

(o) Tenant Insurance: Tenant to carry commercial liability insurance and insure all equipment, and personal property, limits defined in Paragraph 7.

(p) Signage: Tenant may install its signage at its own expense on the interior of the Civic Center next to their office or on the door, to be approved by Landlord and such approval not to be reasonably withheld.

(q) Improvements: Any and all work necessary to move Tenant into the Premises shall be at the sole cost and expense of Tenant. The Landlord will not be providing any office furniture or other items for use by the Tenant and all office furniture and equipment will be provided by Tenant.

2. **PREMISES.** Landlord does hereby lease and rent to Tenant, and Tenant does hereby lease, take and rent from Landlord the Premises. The Landlord will cause the halls, corridors, and other parts of the building adjacent to the Premises to be lighted, cleaned and generally cared.
for, accidents and unavoidable delays excepted. Landlord will provide heat and air-conditioning for the Premises when required by outside temperature. Tenant shall comply with such rules and regulations of the City of Evanston for the necessary, proper, and orderly care of the building in which the Premises are located. All improvements made to the Premises will be contracted and paid for by the Tenant. In addition, all improvements must be performed by an insured contractor. The City shall not be liable for any claim of any kind or in any amount for any injury to or death of persons or damage to property of Tenant or any other person that may occur during said construction. Tenant shall indemnify and hold Landlord harmless from all liability whatsoever, and from all losses, costs and expenses (including without limitation attorneys’ fees and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury related to said construction of the improvements. The cost of all alterations and additions, if applicable, shall be borne by the Tenant and shall remain for the benefit of Landlord, for further detail regarding said improvements. The Tenant is granted access to the Premises Monday – Friday 7:30 a.m. to 10 p.m. and Saturday from 8:30 a.m. – 2:30 p.m. and no access on Sunday. The Tenant shall have use of the adjacent parking, common areas, loading dock access, within reason, and use of the bathroom facilities.

3. PERMITTED USE. The sole permitted use that Tenant shall use the Premises shall be for general office use and the operation of the agency with mission to provide supportive housing services to individuals with chronic mental illness (the “Permitted Use”). Tenant shall not use the Premises for any other purpose except the Permitted Use without the prior written approval of Landlord. All applicable laws, ordinances, and City policies shall be observed by the Parties in and around the Premises. The City of Evanston Municipal Code provisions are herein incorporated by reference and made a part of this Lease.

4. TERM. The term of this Lease (the ‘Term”) shall be for a period commencing on October 1, 2018 (the “Possession Date”) and ending on September 30, 2020 (the “Expiration Date”). After the Lease is terminated, the Tenant shall leave the Premises in broom clean condition and shall turn over any and all keys to the City Manager or his or her designee. Subject to Section 8 herein, and excluding damage by fire or other casualty and action of Landlord, Tenant shall pay for any and all damage to the interior of the Premises beyond normal wear and tear and shall do so within thirty (30) days of invoicing by the City. If the Tenant desires to renew the Lease for another term; the Tenant shall give Landlord sixty (60) days written notice of said intention to elect to exercise said option to renew for an additional year. Tenant is permitted to renew the Lease for two one-year options at the Base Rent specified in Paragraph 1(g).

5. RENT. Tenant agrees to pay Landlord or Landlord’s agent as rental for the Premises, the monthly Base Rent due under the terms of this Lease on the 1st day of each month. The first payment due under this Lease Agreement is due and payable on or before October 1, 2018 (“Rent Commencement”). Payments shall be made payable to: City of Evanston and mailed to: City of Evanston, Attn: Erika Storlie, 2100 Ridge Avenue, Evanston, IL 60201.

6. TENANT IMPROVEMENTS. Tenant shall construct all renovations pursuant to build out plans agreed to by Landlord and Tenant. The tenant improvements are the sole cost and expense of Tenant with no right of reimbursement by Landlord. Tenant will obtain an endorsement and Certificate of Insurance naming the Landlord as an additional insured from
Tenant’s carrier and all contractors during the construction of the Premises Improvements and any other renovation or construction at the Premises in an amount of at least $1 million general aggregate coverage for any one accident, and $100,000.00 property damage.

7. **NO LIENS.** Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance or charge to become, a lien or encumbrance or charge upon the Premises by any of Tenant’s creditors or resulting from leasehold improvements. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant’s contractor to work in the Premises shall be filed against the Premises, Tenant shall, within sixty (60) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit or bond or obtain title insurance over the same. If Tenant shall fail to cause such lien or notice of lien to be discharged by either paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings or obtain title insurance over the same, Landlord shall be entitled, if Landlord so elects, to defend any prosecution of an action for foreclosure of such lien and any money reasonably paid by Landlord and all reasonable costs and expenses, including attorneys’ fees, reasonably incurred by Landlord in connection therewith, together with interest thereon at shall be paid by Tenant to Landlord within thirty (30) days following Tenant’s receipt of Landlord’s written demand. In the event Tenant diligently contests any such claim of lien, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all reasonable out of pocket costs, liability and damages, including attorneys’ fees resulting therefrom, and, if requested, upon demand, Tenant agrees to immediately deposit with Landlord cash or surety bond in form and with a company reasonably satisfactory to Landlord in an amount equal to the amount of such contested claim.

8. **TENANT INSURANCE OBLIGATIONS.** Tenant shall, at the time of signing the Lease and during the entire term hereof, keep in full force and effect a Comprehensive General Liability policy in the amount of Five Hundred Thousand and no/100 Dollars ($500,000.00) with respect to the Premises, with provisions reasonably acceptable to Landlord, and the activities of Tenant in the Premises and which shall cover its fixtures and equipment within the Premises. The Tenant shall furnish copies of a Certificate of Insurance with the Landlord named as an additional insured with an insurance company acceptable to the Landlord. The Tenant shall furnish, when requested, a certified copy of the policy to the Landlord. An insurance company having less than an “A” Policyholder’s Rating by the Alfred M. Best Company will not be considered acceptable.

9. **PERSONAL PROPERTY AND WAIVER OF SUBROGATION.** Tenant shall be responsible for insuring all or its own personal property and equipment of Tenant, and equipment located on the Premises. Notwithstanding anything to the contrary contained herein, The Landlord and Tenant shall not be liable to the other for any loss or damage caused by water damage or any of the risks that are or could be covered by a standard all risk hazard insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claim by one party’s insurance carrier against the other party’s carrier arising out of any such loss.

10. **QUIET ENJOYMENT.** Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements on Tenant’s part to be performed, Tenant shall at all
times during the Term have the quiet enjoyment and possession of the Premises.

11. CERTAIN RIGHTS RESERVED TO LANDLORD. In addition to those rights identified above, Landlord reserves the following rights:

(a) to decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy if Tenant should permanently vacate the Premises during or prior to the last sixty (60) days of the Term or any part thereof;

(b) to retain pass keys to the Premises;

(c) to take any and all measures, including, without limitation, inspections, repairs, and alterations to all or any part of the Premises, as may be necessary or desirable for the safety, protection or preservation of the Premises or Landlord's Interests or as may be necessary or desirable in the operation of the commercial portions of the Premises; and

Landlord may enter upon the Premises with reasonable notice to tenant and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant’s use or possession and without being liable in any manner to Tenant. Landlord agrees that it shall not interfere with the Tenant's use and occupancy unless Landlord determines in its reasonable discretion that such interference is necessary.

12. DEFAULT REMEDIES.

(a) Any one of the following events shall be deemed to be an event of default hereunder by Tenant subject to Tenant's right to cure:

(1) Tenant shall fail to pay rent within five (5) days, at the time and place when and where due;

(2) Tenant shall fail to maintain the insurance coverage as set forth herein and cannot cure the default in ten (10) days;

(3) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease or Service Agreement, other than the payment of Rent, and shall not cure, or commence the good faith cure of any such failure, within thirty (30) days after written notice to the Tenant of such failure, provided that if such cure cannot be effected within 30 days, Tenant shall not be in default hereunder so long as Tenant commences such cure or has requested bids for such cure within 45 days and diligently pursues the completion and in good faith and Tenant does subsequently cure said default within 60 days; and

(4) Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition in any proceeding seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any
present or future statute, law or regulation, or shall file an answer admitting, or fail timely to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of it’s properties.

(b) Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following remedies subject to the laws of the State of Illinois and the Tenants right to cure:

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant fails to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in Rent or damages for breach of contract, enter upon the Premises and expel or remove Tenant and its effects, by force, if necessary, without being liable to prosecution or any claim for damage herefore; and Tenant agrees to Indemnify Landlord for all loss and damage which Landlord may suffer by reason of such lease termination, whether through inability to re-let the Premises, or through decrease in Rent, or otherwise. In the event of such termination, Landlord may, at its option, declare the entire amount of the Rent which would become due and payable during the remainder of the Term to be due and payable immediately, in which event Tenant agrees to pay the same at once, together with all Rent theretofore due, provided, however, that such payments shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the Rent for the remainder of the Term.

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

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

13. INDEMNITY. Tenant agrees that the mayor, department and divisions officials, officers, agents, attorneys, and employees of the Landlord shall not be liable for any claim of any kind or in any amount for any injury to or death or persons or damage to property of Tenant or any other person. Tenant shall indemnify and hold Landlord harmless from all liability whatsoever, and from all losses, costs and expenses (including without limitation attorneys' fees and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury related to Tenant's negligence, gross negligence, or acts of intentional misconduct. In the event that Tenant is named as a defendant in any legal proceeding arising from any acts of gross negligence or intentionally wrongful acts of Landlord for any injury or any claimed damage occurring at the Premises, then Landlord shall indemnify and hold Tenant harmless from all liability whatsoever, and from all losses, costs and expenses (including without limitation attorneys' fees and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury provided that a) Landlord is named as a defendant in the legal proceeding; b)
the claim arises from acts of gross negligence or intentional misconduct by the Landlord; c) Tenant’s own negligent act or intentional misconduct; and d) the claim is unrelated to Tenant’s use and occupancy of the Premises, subject to Section 8 herein.

14. LIABILITY FOR ACTS OR NEGLECT. Subject to Section 8 hereof, and excluding damage by fire or casualty, if any damage to the Premises, or any part thereof, results from any act or neglect of Tenant or its invitees or other guests, agents, customers, invitees or other guests of Tenant’s customers, or employees, independent contractors, or the like, Tenant shall immediately repair the same; provided, however, that Landlord may, at its option, repair such damage and Tenant shall, upon demand by the Landlord, reimburse the Landlord forthwith for the total cost of such repairs. All personal property belonging to Tenant shall be at the sole risk of the Tenant and such other person only and the Landlord shall not be liable for damage, theft or misappropriation thereof.

15. DESTRUCTION OR DAMAGE. In the event of destruction of or damage to the Premises by fire or other casualty, Landlord shall use the proceeds of its insurance to promptly rebuild and restore the Premises to their condition immediately prior to such destruction or damage. Landlord shall rebuild and restore the Premises to the condition of the Premises that existed on the Possession Date. In the event that the proceeds have been applied to indebtedness secured by any mortgage on the Premises, or are otherwise unavailable or the proceeds of insurance are not sufficient to pay for the cost of rebuilding or restoration, and Landlord elects not to make an equivalent amount of funds available to rebuild and restore the Premises, then Landlord or Tenant may terminate this Lease and the Parties rights hereunder and the Parties shall be released of its obligations and this Lease shall cease and terminate as of the date the other Party receives written notice of such election, and neither party hereeto shall have any further obligation to the other.

16. CONDEMNATION.

(a) If the whole or any part of the demised Premises shall be taken by any public authority under the power of eminent domain, the Lease term shall cease as of the day of possession shall be taken by such authority if such is of the entire demised Premises and any rents shall be prorated as of said date. If the entire premises are not taken, but such taking is more than 20% of the Premises the Tenant shall have the option to terminate this lease. If the taking is less then 20% and such taking would cost the tenant monies to reconfigure/ restructure the business premises or make it not practical to continue said business, tenant shall have the option to terminate the lease upon 30 days written notice to Landlord.

(b) All compensation awarded for any taking under the power of eminent domain, whether in whole or in part of the demised premises shall be the property of the landlord, however, the landlord shall not be entitled to any award made expressly to the tenant for the taking of the tenant’s business value, furniture, fixtures or leasehold improvements (exclusive of the Landlord’s contributions).

17. ATTORNEYS' FEES AND EXPENSES. If at any time during the Term of this Lease
either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, each party to pay its own attorneys fees and costs.

18. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties with respect to the Premises and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of any obligation hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of Landlord's right to demand strict compliance with the terms hereof.

19. TIME. Time is of the essence of this Lease, and of each term, condition and provision hereof.

20. HOLDING OVER. Upon termination of this Lease, by lapse of time or otherwise, Tenant shall surrender the Premises (and all keys thereto) in the same condition as at commencement of the Term, excepting only reasonable wear and tear and loss by insured casualty. If Tenant remains in possession after expiration of the Term, Tenant agrees to yield up immediate and peaceable possession to Landlord, and if failing to do so, in connection with the expiration of the Term or any termination hereof by the Parties, the Tenant shall pay the sum of one hundred fifty and no/100 Dollars ($150.00) per day, for the time such possession is withheld. The Landlord or its legal representative at any time after the expiration of the Term, without notice, to re-enter the Premises, and to expel, remove and put the Tenant or any person(s) occupying the said Premises, using such force as may be necessary, and to repossess and enjoy the Premises against as before this Lease, without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenants; or in cases the said Premises shall be abandoned, deserted, or vacated and remain unoccupied five days consecutively, the Tenant hereby authorizes and requests the Landlord to re-enter the Premises and remove all property found therein, regardless of ownership, place them in some regular storage warehouse or other suitable storage, at Tenant’s expense, for no more than forty-five days, and to proceed to re-rent the Premises at the Landlord’s option and discretion and apply all money so received after paying the expenses of removal toward the rent accruing under this Lease. This request shall not be construed as requiring compliance therewith on the part of the Landlord. If the Tenant shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five (5) business days after the day whereon the same should be paid, the Landlord by reason thereof shall be authorized to declare the term ended and the Tenant hereby agrees that the Landlord, its agents or assigns may begin suit for possession and/or rent. In the event of re-entry and removal of the articles found on the Premises and personally owned by Tenant or others, the Tenant hereby authorizes and requests the Landlord to sell the same at public or private sale within fifteen (15) days after storage time period provided above. The proceeds of said sale shall be applied to the expenses of storage, removal, sale expenses and back due rent.

21. ASSIGNMENT AND SUBLETTING. This Lease shall bind and inure to the benefit of each of the parties, their respective heirs, successors, and assigns; provided however, that Tenant shall not assign its interest under this lease or sublet all or any portion of the Premises without
first obtaining Landlord's prior written consent in writing, which consent will not be unreasonably withheld. No assignment or sublease shall relieve Tenant of its obligation to pay rent or perform other obligations required by this lease unless Landlord agrees in writing at the time the assignment is made, and no consent to one assignment or subletting shall be consent to any further assignment or subletting. Notwithstanding the foregoing, Tenant shall have the right to assign this Lease or sublet the Premises to any parent, subsidiary, or affiliate of Tenant, including any successor to Tenant by merger.

22. SEVERABILITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, neither the remainder of this Lease nor the application of such term, covenant or condition to any other person or circumstance shall be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

23. TENANT SIGNAGE. Tenant agrees that any signage installed on the Premises will comply in all respects with applicable governmental requirements and Tenant will obtain and pay the cost of any required sign permits. Any and all signage, bulletins, posters must be reviewed and approved by the Landlord, prior to Tenant posting the same.

24. GOVERNING LAW AND TIME LIMITATION. This Lease shall be construed and enforced in accordance with the laws of the State of Illinois. All disputes relating to the interpretation and enforcement of the provisions of this Lease shall be resolved exclusively by the federal or state court located in Cook County, Illinois, and the parties hereto hereby submit to the jurisdiction and venue of the court for such purpose.

25. NOTICES. Notices sent to the Landlord, should be mailed to the address set forth in Paragraph 1(b) of this Lease and notice to the Tenant should be mailed to the address set forth in Paragraph 1(c) of this Lease. A mailed notice is must be sent via certified mail, return receipt requested and effective three (3) business days after deposit in the U.S. Mail. Notice given by overnight courier is effective upon delivery.

26. REPRESENTATIONS OF LANDLORD. Landlord hereby represents to Tenant that: (a) Landlord is the owner of the Premises and no mortgage or similar instrument affects the Premises; and (b) to the Landlord’s knowledge, the Premises may lawfully be used for the Permitted Use under applicable laws.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, both of said Landlord and Tenant have caused this Lease to be fully executed as of the date that the City executes this Agreement.

City of Evanston, a home rule unit of local government located in Cook County, Illinois

By: _____________________________

Wally Bobkiewicz, City Manager

Date: _______________________, 2018

Housing Options for the Mentally-Ill in Evanston, Inc., an Illinois not-for-profit corporation

By: _____________________________

Name: ____________________________

Its: _____________________________
EXHIBIT 1
GROUND FLOOR PLAN
Memorandum

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

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

Subject: Resolution 62-R-18 - Renewal of Contract Award to Hoffman House Catering for Senior Meal Food Program

Date: September 17, 2018

Recommended Action:
Staff recommends City Council adoption of Resolution 62-R-18 authorizing the City Manager to execute renewal contract with Hoffman House Catering (1530 Hubbard Ave., Batavia, IL) to provide a senior meal congregate program at the Levy Senior Center and Fleetwood-Jourdain Community Center for a period of October 1, 2018 through September 30, 2019 in the not-to-exceed amount of $4.80 per lunch meal. Total meal program contract value is projected at $43,543.00.

Funding Source:
This is a reimbursement meal program in which the total amount of reimbursement the City will receive and expenses is solely dependent upon the number of lunches served and varies depending on the levels of participation. The program will be reimbursed through a grant from Age Options, the regional coordinator of federal funds dispersed for programs in the Older Americans Act and donations received from attendees at the meal program. The City’s estimated reimbursement is calculated using the highest daily participation level stated in our application. Funding for this program is budgeted in the Fleetwood-Jourdain and Levy Center meal program expenditure accounts.

<table>
<thead>
<tr>
<th></th>
<th>Meal program food expenditure budgeted amount to caterer</th>
<th>Maximum grant reimbursement to revenue account From Age Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fleetwood-Jourdain</td>
<td>$5,600</td>
<td>$5,972</td>
</tr>
<tr>
<td>100.30.3040.65025</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Levy Senior Center</td>
<td>$35,000</td>
<td>$37,571</td>
</tr>
<tr>
<td>100.30.3055.65025</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$40,600</td>
<td>$43,543</td>
</tr>
</tbody>
</table>
Livability Benefits:
Equity and Empowerment: Support quality human service programs
Health & Safety: Provide access to fresh, healthful foods

Summary:
Age Options issued a bid to provide meals at all suburban Cook County sites in the program in 2015. Meal providers were invited to respond to the bids and provide food costs; the type of meals provided and background information on their company. The selection came after extensive collaboration between Age Options and City staff that included reviewing caterer proposals, hosting caterer visits at our sites, tasting food at the tasting receptions and participating in multiple phone calls.

The selected caterer is Hoffman House and the price per meal is $4.42 per congregate meal and $4.80 per deli bar meal. The deli bar is offered only on Tuesdays and Thursdays at Levy Center. This renewal is from the 2015 bid process with Hoffman House as the selected caterer.

Attachments:
Resolution 62-R-18
62-R-18

A RESOLUTION

Authorizing the City Manager to Execute an Agreement
With Hoffman House Catering for Senior Meal Food Programs at the
Levy Center and Fleetwood-Jourdain Community Center

WHEREAS, the City of Evanston has made it a priority to focus on
providing for a comfortable and high standard of living for seniors through activities
and events; and

WHEREAS, the Parks, Recreation and Community Services Department
strives to provide activities and opportunities to seniors; and

WHEREAS, AgeOptions, the regional coordinator of federal funds, will
reimburse the City through a grant for meals provided to seniors; and

WHEREAS, AgeOptions issued bids to provide meals at all suburban
Cook County sites, and the selected caterer Hoffman House Catering; and

WHEREAS, for the period of October 1, 2018 through September 30,
2019, Hoffman House Catering will provide lunch meals to seniors at the Levy Senior
Center and Fleetwood-Jourdain Community Center at a cost not-to-exceed $4.80 per
meal;

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

SECTION 1: That the foregoing recitals are hereby found as fact and
incorporated herein by reference.
SECTION 2: That the City Manager is hereby authorized to sign, and the
City Clerk hereby authorized to attest, on behalf of the City of Evanston, the contract
attached hereto as Exhibit A, incorporated herein by reference.

SECTION 3: That this Resolution 62-R-18 shall be in full force and effect
from and after its passage and approval in the manner provided by law.

______________________________
Stephen H. Hagerty, Mayor

Attest:

________________________________
Devon Reid, City Clerk

Adopted: ________________________, 2018
EXHIBIT A

Contract with Hoffman House Catering
AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston, Illinois 60201 (the “City”) and Smigo Management Group Inc., an Illinois Corporation, doing business as Hoffman House Catering with offices located at 1530 Hubbard Ave. Ste. D Batavia, Illinois 60510 ("Vendor"). The City and Vendor shall be collectively referred to herein as the “Parties.” This Agreement constitutes the entire Agreement between the Parties concerning the subject matter of the Agreement, and supersedes all prior proposals, Agreements and understandings between the Parties concerning the subject matter of the Agreement. This Agreement can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

In consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Agreement to be executed by their duly authorized representatives and the Effective Date shall be the date that the City executes the Agreement ("Effective Date").

VENDOR
(Vendor Name) Hoffman House Catering Group Smigo Management Group Inc.

Signature________________________________________________________

Printed Name Jim Smigo

Title Manager / Owner Date ________________

Address 1530 Hubbard Ave Ste D, Batavia, IL 60510

Phone (630) 406-0330 Fax_________________________

jwshhcatering@sbcglobal.net

CITY OF EVANSTON

(Procuring Department Name) Parks, Recreation Community Services

Official Signature_______________________________________________

Printed Name Wally Bobkiewicz

Title City Manager Date ________________

Designee Signature_____________________________________________

Printed Name Lawrence Hemingway

Title Director Parks, Recreation and Community Services

Address 2100 Ridge, Evanston IL 60201

CITY USE ONLY NOT PART OF CONTRACTUAL PROVISIONS

PBC# Project Title

Contract # Procurement Method (IFB, RFP, Small, etc):

Ref. # Publication Date: Award Code:

Subcontract Utilization? ☐ Yes ☐ No Subcontract Disclosure? ☐ Yes ☐ No

Funding Source Obligation #

Approval:

Signature Printed Name Date ___________________________

Phone E-mail ___________________________
1. TERM AND TERMINATION

1.1 TERM OF THIS AGREEMENT: This Agreement has an initial term of October 1, 2018 through September 30, 2019. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

Vendor shall not commence billable work in furtherance of the Agreement prior to final execution of the Agreement.

1.2 TERMINATION FOR CAUSE: The City may terminate this Agreement, in whole or in part, immediately upon notice to Vendor if: (a) the City determines that the actions or inactions of Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) Vendor has notified the City that it is unable or unwilling to perform the Agreement.

If Vendor fails to perform to the City's satisfaction any material requirement of this Agreement, is in violation of a material provision of this Agreement, or the City determines that Vendor lacks the financial resources to perform the Agreement, the City shall provide written notice to Vendor to cure the problem identified within the period of time specified in the City's written notice. If not cured by that date, the City may either: (a) immediately terminate the Agreement without additional written notice or (b) enforce the terms and conditions of the Agreement.

For termination due to any of the causes contained in this Section, the City retains its rights to seek any available legal or equitable remedies and damages.

1.3 TERMINATION FOR CONVENIENCE: The City may, for its convenience and with sixty (60) days prior written notice to Vendor, terminate this Agreement in whole or in part and without payment of any penalty or incurring any further obligation to Vendor. Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this Agreement up to and including the date of termination.

2. DELIVERY OF PROGRAM MEALS:
Deliveries will be made to Levy Senior Center located at 300 Dodge Avenue, Evanston, IL, Monday – Friday at 11:00am, no earlier than one-half (1/2) hour prior to 10:00am and no later than one-half hour (1/2) after 10:30am (11:00 am).

Deliveries will be made to Fleetwood-Jourdain Community Center located at 1655 Foster, Evanston, IL, Wednesdays at 11:30 am, no earlier than one-half (1/2) hour prior to 10:30am and no later than one-half hour (1/2) after 11:00am (11:30am).

The Agency reserves the right to increase or decrease the number of sites, times and days of deliveries upon ten (10) consecutive days notice to the Contractor.

2.1 CONDITION OF THE FOOD DELIVERED BY VENDOR:
Milk and/or other food delivered by the Vendor that is found to be spoiled, crushed, or otherwise not fit to be served, will not be passed for payment unless promptly exchanged prior to serving meal by the Vendor (See Attachment A). If the Vendor does not react to the above mentioned notification, milk and/or food supply will be disposed of without responsibility to the Agency. Milk carriers used to deliver cartons of milk should be sufficient size and strength to hold the contents properly without crushing when handled in a normal manner. Milk and juice will be delivered in eight (8) ounce serving cartons.

At least fifty (50) of meals and no more than twenty-five percent (25%) of meals shall be of a modified menu diet. All meals will be low sodium and fat controlled. The modified (therapeutic) meals will be appropriate for diabetics.

2.2 OTHER CONDITIONS FOR VENDOR:
Provide disposables e.g.; napkins; straws; salt, pepper, sugar, substitutes; and other condiments as appropriate to the meal.

Must deliver hot foods at one hundred-forty (140) degrees Fahrenheit or higher and cold foods at or below forty-one (41) degrees Fahrenheit as required by the Illinois Department on Aging and AgeOptions. All food delivery carriers must maintain the proper temperature for the required time the food is in the carrier. Food delivered by the Vendor that is found to be spoiled, crushed, or otherwise not fit to be served will not be paid for by the City of Evanston unless the Vendor promptly exchanges the food prior to serving time.

Make recipes available upon request to any authorized representative of the Agency, AgeOptions, or the Federal Government.

Arrange with the Site Supervisor a schedule of special menus and shall specify additional costs.
Provide refrigeration or warming units contingent upon necessity.
Be in compliance with all local, state, and federal requirements governing food sanitation.
Vendor will deliver the specified number of daily meals and supplies as ordered by the City of Evanston. The Vendor shall not require the City of Evanston to order a minimum number of meals for any serving day. City of Evanston reserves the right to change the number of meals as late as the day prior to the date of delivery. City of Evanston will not be held financially liable for order changes made within agreed timeframe.

Furnish needed food service training in sanitation, portion control, etc. to the Site Manager and volunteers.

Furnish reports as required to Agency, AgeOptions officials, along with the Illinois Department on Aging, and the USDA Food Distribution Agency. Officials have the right to inspect food production sites, recipes and purchase orders.

Retain records for Audit purposes at least three (3) years.

Comply with Title VI and Title VII of the Civil Rights Act of 1964, in regard to employment practices and persons served.

2.3 Vendor Records:
The signed order receipts will be submitted with the Vendor’s monthly billing to the City. Shortages or omissions will be noted by the Site Staff on the order receipts.

The Vendor shall submit invoices at least monthly to the City. The invoices shall indicate the total number of meals delivered and accepted during the period being billed with a backup listing of the Sites, total meals and total days on which deliveries were made during the billing period.

All invoices shall show a summary of service as follows:
   a). The daily number of meals ordered and delivered, as well as the total number of meals and the total cost for the period. A second copy of the invoice should be retained by the Vendor.
   b). Total credits or debits due should be billed from the total bill.
   c). If commodities are used, total credits or debits should be deducted from the total bill from each invoice.

The Vendor shall maintain the following records for the sponsor:
   a) Production records, including quantities and amounts of food used in preparation of each meal and food component of menus;
   b) Standardized recipes and yield from recipes;
   c) Processed product nutritional analysis;
   d) Dates of preparation of meals;
   e) Number of meals and locations where meals were delivered;
   f) Signed delivery slips;
   g) Nutritional content of individual food items and meals as delivered; and
   h) Food and bid specifications

2.4 REQUIRED MENU AND PLANNING APPROVAL PROCESS

At Least Three Months Before Menu Cycle Starts – Vendor develops and writes cycle menus

At Least Two Months Before Menu Cycle Starts – Vendor meets with nutrition providers, individually or collectively, to review the cycle menu and multi month/planned calendar/roll-out menus, including special menus, holidays and holiday celebration menus

At Least Six Weeks Before Menu Cycle Starts – Vendor completes multi month/ planned/rollout menus for review by nutrition providers

At Least Six to Four Weeks Before Menu Cycle Starts – Cycle menu submitted to AgeOptions for certification/approval by AgeOptions Dietitian

At Least Six to Four Weeks Before Menu Cycle Starts – Multi month/planned/rollout menus with holiday menus and special celebrations submitted to AgeOptions for review by AgeOptions Dietitian

Within the Four Weeks Before Menu Cycle Starts – AgeOptions Dietitian evaluates menus and returns to caterer and nutrition provider with comments, suggested revisions or approval

Within the Four Weeks Before Menu Cycle Starts – If revisions are required, caterer sends revised menus sent back to AgeOptions Dietitian for certification and approval

First Day of Menu Cycle – Menus begin
Sample Timeline for Required Menu Planning and Approval Process for Vendor Contracts Starting in October

<table>
<thead>
<tr>
<th>TASK</th>
<th>DUE DATE</th>
<th>RESPONSIBLE PERSON(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop and write cycle menus</td>
<td>July 1</td>
<td>Vendor</td>
</tr>
<tr>
<td>Vendor meets with nutrition providers, individually or collectively,</td>
<td>By August 1</td>
<td>Vendor and Nutrition Providers</td>
</tr>
<tr>
<td>to review the cycle menu and multi month/planned calendar/roll-out menus. Include special menus, holidays and holiday celebration menus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complete multi month/planned/rollout menus for review by nutrition providers</td>
<td>By August 15</td>
<td>Vendor</td>
</tr>
<tr>
<td>Submit cycle menu for certification/approval by AgeOptions Dietitian</td>
<td>August 15 - September 1, at the latest</td>
<td>Vendor</td>
</tr>
<tr>
<td>Submit multi month/planned/rollout menus with holiday menus and special celebrations for review by AgeOptions Dietitian</td>
<td>August 15 - September 1, at the latest</td>
<td>Vendor</td>
</tr>
<tr>
<td>Menus evaluated and returned to caterer and nutrition provider with comments, suggested revisions or approval</td>
<td>As soon as possible after September 1</td>
<td>AgeOptions Dietitian</td>
</tr>
<tr>
<td>Revised menus sent back to AgeOptions Dietitian, if revisions are required</td>
<td>Before October 1</td>
<td>Vendor</td>
</tr>
<tr>
<td>Menus begin</td>
<td>October 1</td>
<td>Vendor and Nutrition Provider</td>
</tr>
</tbody>
</table>

2.5 MENU SPECIFICATIONS REQUIREMENTS: (See Attachment A)

Each meal provided through the nutrition program must comply with the most recent Dietary Guidelines for Americans, published by the United States Secretary of Health and Human Services and the Secretary of Agriculture; and provide each participant for the category including sixty-five (65) to seventy-five (75) year old women a minimum of thirty-three (33) one-third percent (1/3 %) of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. Attachment A provides the current Nutrition Standards for menus written under the terms of this agreement.

Each meal shall meet the following minimum requirements:

EACH meal must provide:

One (1) Serving lean meat or meat alternate: Three (3) ounces of edible cooked meat, fish, fowl, eggs or meat alternate

Two (2) Servings vegetables: Half (½) cup equivalent – may serve an additional vegetable instead of a fruit

One (1) Serving fruit: Half (½) cup equivalent – may serve an additional fruit instead of a vegetable

Two (2) Servings grain, bread or bread alternate, preferably whole grain: for example, two (2) slices of whole grain or enriched bread one (1) ounce each or one (1) cup cooked pasta or rice

One (1) Serving fat free or low fat milk or milk alternate: One (1) cup equivalent

Margarine and dessert are optional and must be counted in the calories, fat and sodium totals, if served in addition to above components.

2.6 MILESTONES AND DELIVERABLES: Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless the City has authorized a higher amount in writing prior to Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed $43,543.00

2.7 VENDOR / STAFF SPECIFICATIONS:
The Vendor shall be required to submit quarterly inspection reports of the food preparation sites in which all meals for the program are prepared.
ASSIGNMENT AND SUBCONTRACTING:

2.8.1 This Agreement may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the City.

2.8.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the Agreement.

Will subcontractors be utilized? ☐ Yes ☑ No

2.8.3 Vendor shall describe below the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this Agreement, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement. Vendor shall provide a copy of any subcontracts within 20 days of execution of this Agreement for approval by the City. Vendor shall be responsible for the accuracy and quality of any subcontractor’s performance.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Amount to be paid</th>
<th>Description of work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.8.4 Vendor shall obtain approval from the City prior to hiring any additional or substitute subcontractors during the term of this Agreement. Vendor shall provide to the City a draft subcontractor agreement for review and approval prior to the execution of the subcontract. Subcontractor agreements shall provide that services to be performed under the subcontracting agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City’s prior written consent.

2.8.5 All subcontracts must include the same certifications that Vendor must make as a condition of this Agreement.

WHERE SERVICES ARE TO BE PERFORMED:

2.9 Unless otherwise specified in this section all services shall be performed in the United States. If Vendor manufactures the supplies or performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the City as a breach of the Agreement by Vendor. Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if Vendor shifts any such work outside the United States.

<table>
<thead>
<tr>
<th>Location where services will be performed</th>
<th>Value of services performed at this location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Location where services will be performed</th>
<th>Value of services performed at this location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SCHEDULE OF WORK:

2.10 Vendor will deliver up to two hundred (200) meals per day, Monday through Friday at the Levy Senior Center located at 300 Dodge Avenue, Evanston, IL, and Wednesday at the Fleetwood-Jourdain Community Center located at 1655 Foster Street, Evanston, IL (with the exception of the following nine holidays).

The holidays are as follows:
- Thanksgiving Day and Friday following (November 22 and 23, 2018)
- Christmas Eve (December 24, 2018)
- Christmas Day (December 25, 2018)
- New Year’s Day (January 1, 2019)
- Martin Luther King Day (January 21, 2019)
- Memorial Day (May 27, 2019)
- Independence Day (July 4, 2019)
- Labor Day (September 2, 2019)

The Vendor assures the Agency of availability of personnel from the Vendor to staff the operations and provide supervisory staff in the preparation of food. In the event of a vehicle breakdown or other contingencies, the vendor must be able to dispatch replacement trucks to assure delivery of meals that may be stranded en route within one half (½) hour past regular serving time. Should the main preparation plant become inoperative, alternate sources of supply must be available.
2.11 WARRANTIES FOR SUPPLIES AND SERVICES:

2.11.1 Vendor warrants that the supplies furnished under this Agreement will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the City or furnished by Vendor and agreed to by the City, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and City laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the City for any losses, costs, damages or expenses, including without limitations, reasonable attorney’s fees and expenses, arising from failure of the supplies to meet such warranties.

2.11.2 Vendor shall insure that all manufacturers’ warranties are transferred to the City and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the City’s payment, acceptance, inspection or failure to inspect the supplies.

2.11.3 Vendor warrants that all services will be performed to meet the requirements of the Agreement in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the Agreement, who is disruptive or not respectful of others in the workplace, or who in any way violates the Agreement or City policies.

2.12 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

2.12.1 Vendor shall immediately notify the City of any event that may have a material impact on Vendor’s ability to perform the Agreement.

2.13 Availability of Funds

The total number of meals provided by the Vendor shall not exceed the total number of meals set forth in the City’s budget, subject to adjustments determined by the City and AgeOptions. AgeOptions has the option to cancel the contract contingent upon funding from the federal and state governments for the program. AgeOptions must receive sufficient funds from the Illinois Department on Aging to meet the total obligations for the period October 1, 2016 to September 30, 2017. In addition, there must not be any administrative, legislative order, judicial order, rule or law which requires a change in this or related decision made by AgeOptions.

The City shall have the option to cancel this contract if the Federal government withdraws funds to support the Congregate Meal Program by giving the Vendor forty-eight hour written notice. It is further understood that, in the event of cancellation of the contract, the City shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

2.14 Emergencies

In the event of unforeseen emergency circumstances, the Vendor shall immediately notify the City by telephone of the following; (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than 40 (forty) minutes after specified meal time.

Emergency circumstances at the site precluding utilization of meals are the concern of the City. The City may cancel orders provided they give the Vendor at least 48 hours notice.

Adjustments for emergency situations affecting the Vendor’s ability to deliver meals, or City’s ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the Vendor and the City.

3. PRICING

3.1 METHOD AND RATE OF COMPENSATION: The City will compensate Vendor for the initial term as follows:

☐ Hourly
☐ Monthly
☐ Annually
☐ Project
☐ Item (show unit of measure and rate)

3.2 TYPE OF PRICING: Pricing under this Agreement is

☑ Firm $4.42 per congregate meal and $4.80 per deli bar meal
☐ Estimated

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3.3 EXPENSES: Any expenses that Vendor may charge are shown in this section. The City will not compensate Vendor for expenses related to travel, lodging or meal.

3.4 DISCOUNT: ________% discount for payment within_______days of receipt of invoice

3.5 TAX: Vendor shall not bill for any taxes unless accompanied by proof the City is subject to the tax. If necessary, Vendor may request the applicable City’s Illinois tax exemption number and federal tax exemption information.

3.6 INVOICING: Vendor shall invoice at the completion of the Agreement unless invoicing is tied in this Agreement to milestones, deliverables, or other invoicing requirements agreed to in this Agreement.

Send invoices via email to timcarter@cityofevanston.org

3.7 PAYMENT TERMS AND CONDITIONS:

3.7.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the Agreement, and the amount billed and expenses incurred are as allowed in the Agreement. Invoices for supplies purchased, services performed and expenses incurred through December 31 of any year must be submitted to the City no later than January 31 of the next subsequent year.

3.7.2 Payments, including late payment charges, will be paid in accordance with all applicable laws and rules of the City of Evanston and the State of Illinois. Remedies provided for therein shall be Vendor’s sole remedy for late payments by the City. Payment terms contained on Vendor’s invoices shall have no force and effect.

3.7.3 The City will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this Agreement by the Parties even if the effective date of the Agreement is prior to execution.

3.7.4 As a condition of receiving payment Vendor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; http://www.state.il.us/Department/idol/index.htm to ensure compliance with prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.

3.7.5 The total number of meals provided by the Vendor shall not exceed the total number of meals set forth in the City’s budget, subject to adjustments determined by the City and AgeOptions. AgeOptions and the City shall have the option to cancel the contract contingent upon funding from the federal and state governments for the program. AgeOptions must receive sufficient funds from the Illinois Department on Aging to meet the total obligations for the period October 1, 2018 to September 30, 2019. In addition, there must not be any administrative, legislative order, judicial order, rule or law which requires a change in this or related decision made by AgeOptions.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION: This Agreement is contingent upon and subject to the availability of funds. The City, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if a reduction in funding is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4.2 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of the Agreement or subcontract and necessary to support amounts charged to the City under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by Vendor for a period of three years from the later of the date of final payment under the Agreement or completion of the Agreement, and by the subcontractor for a period of three years from the later of final payment under the Agreement or completion of the subcontract. If federal funds are used to pay contract costs, Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the City upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the City for the recovery of any funds paid by the City under the Agreement for which adequate books and records are not available to support the purported disbursement. Vendor or subcontractors shall not impose a charge upon the City for audit or examination of Vendor’s books and records.

4.3 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor’s performance of this Agreement, Vendor shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.
4.4 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party’s right to exercise or enforce that or other rights in the future.

4.5 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the Agreement without penalty if performance does not resume within 30 days of the declaration.

4.6 CONFIDENTIAL INFORMATION: Each Party, including its agents and subcontractors, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Vendor shall presume all information received from the City or to which it gains access pursuant to this Agreement is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act (“FOIA”) shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Agreement or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party’s possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party’s confidential information. Upon notification by the City that it has received a Freedom of Information Act request that calls for records within the Vendor’s control, the Vendor shall promptly provide all requested records to the City so that the City may comply with the request within the timeframe required by FOIA.

4.7 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this Agreement, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the City is granted sole and exclusive ownership to all such work, created or used in the course of writing. Vendor hereby assigns to the City all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called “moral rights” in connection with the work. Vendor acknowledges the City may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Agreement.

4.8 INDEMNIFICATION AND LIABILITY: Vendor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney’s fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of Vendor or Vendor’s subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement. Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. Vendor shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

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

To the extent permissible by law, Vendor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Vendor that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including but not limited to, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute. Vendor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subcontractors’ work. Acceptance of the work by the City will not relieve Vendor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section 4.8 shall survive completion, expiration, or termination of this Agreement.

4.9 INSURANCE: Vendor shall, at its own expense, secure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services and work hereunder by Vendor, its agents, representatives, employees or subcontractors. Vendor acknowledges and agrees that if it fails to comply with all requirements of this Section 4.9, the City may void this Agreement. Vendor must give to the City Certificates of Insurance identifying the City to be an additional insured for the services required pursuant to the Agreement before City staff recommends award of the contract to City Council. Any limitations or modifications on the Certificate of Insurance issued to the City in compliance with this Section that conflict with the provisions of this Section 4.9 shall have no force and effect.
If requested, Vendor shall give the City a certified copy (ies) of the insurance policy (ies) evidencing the amounts set forth in this Section. The policies must be delivered to the City within two (2) weeks of the request. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of not less than A-VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the City. Vendor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Vendor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses. Vendor shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Vendor, and insuring Vendor against claims which may arise out of or result from vendor's performance or failure to perform hereunder:

- **Worker's compensation in statutory limits and employer's liability insurance in the amount of at least five hundred thousand dollars ($500,000);**
- **Comprehensive general liability coverage which designates the City as an additional insured for not less than one million dollars ($1,000,000) combined single limit for bodily injury, death and property damage, per occurrence;**
- **Comprehensive automobile liability insurance covering owned, non-owned, and leased vehicles for not less than one million dollars ($1,000,000) combined single limit for bodily injury, death, or property damage, per occurrence; and**
- **Errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least one million dollars ($1,000,000).**

Vendor's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the City. Vendor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies.

Vendor understands that the acceptance of Certificates of Insurance, policies, and any other documents by the City in no way releases Vendor and its subcontractors from the requirements set forth herein.

Vendor expressly agrees to waive its rights, benefits and entitlements under the “Other Insurance” clause of its commercial general liability insurance policy as respects the City. In the event Vendor fails to purchase or procure insurance as required above, the parties expressly agree that Vendor shall be in default under this Agreement, and that the City may recover all losses, attorney’s fees and costs expended in pursuing a remedy, or reimbursement, at law or in equity, against Vendor.

### 4.10 INDEPENDENT CONTRACTOR
Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the City. All payments by the City shall be made on that basis.

### 4.11 SOLICITATION AND EMPLOYMENT
Vendor shall not employ any person employed by the City during the term of this Agreement to perform any work under this Agreement. Vendor shall give notice immediately to the City if Vendor solicits or intends to solicit City employees to perform any work under this Agreement.

### 4.12 COMPLIANCE WITH THE LAW
Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Agreement. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Agreement.

### 4.13 BACKGROUND CHECK
Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the City, does not pass the background check.

### 4.14 APPLICABLE LAW
This Agreement shall be construed in accordance with and is subject to the laws and rules of the City of Evanston and the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. The City shall not enter into binding arbitration to resolve any contract dispute. The City does not waive tort immunity by entering into this Agreement. In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules, the City does not unlawfully discriminate in employment, contracts, or any other activity.

### 4.15 ANTI-TRUST ASSIGNMENT
If Vendor does not pursue any claim or cause of action it has arising under antitrust laws relating to the subject matter of the Agreement, then upon request of the City's Corporation Counsel, Vendor shall assign to the City rights, title and interest in and to the claim or cause of action.

### 4.16 CONTRACTUAL AUTHORITY
The Department that signs for the City shall be the only City entity responsible for performance and payment under the Agreement. When the City's authorized designee signs in addition to an Department, they do so as approving officer and shall have no liability to Vendor.
4.17 **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Agreement using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

4.18 **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties’ intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the City’s and Vendor’s terms, conditions and attachments, the City’s terms, conditions and attachments shall prevail.

4.19 **PERFORMANCE RECORD / SUSPENSION:** Upon request of the City, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the Agreement. The City may consider Vendor’s performance under this Agreement and compliance with law and rule to determine whether to continue the Agreement, suspend Vendor from doing future business with the City for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

4.20 **FREEDOM OF INFORMATION ACT:** This Agreement and all related public records maintained by, provided to or required to be provided to the City are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement.

4.21 **SUCCESSORS AND ASSIGNS:** The City and Vendor each bind themselves and their partners, successors, executors, administrators, and assigns to the other party of the Agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the City nor Vendor shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the City and Vendor.

4.22 **NON-WAIVER OF RIGHTS:** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party’s right to demand exact compliance with the terms hereof.

4.23 **SEVERABILITY:** Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

4.24 **COUNTERPARTS:** For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

4.25 **SAVINGS CLAUSE:** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

5. **STANDARD CERTIFICATIONS**

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the Agreement and any renewals is a material requirement and condition of this Agreement. By executing this Agreement, Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this Agreement. Vendor shall include these Standard Certifications in any subcontract used in the performance of the Agreement.

If this Agreement extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the City by the date specified by the City and in no event later than January 1 of each year that this Agreement remains in effect.

If the Parties determine that any certification in this section is not applicable to this Agreement, it may be stricken without affecting the remaining subsections.
5.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
   - the Agreement may be void by operation of law,
   - the City may void the Agreement, and
   - Vendor and it subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

5.2 Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.

5.3 Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

5.4 Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the City or any other City, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.5 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the City shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

5.6 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the City.

5.7 In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the head of the procuring Department grants an exception (30 ILCS 565).

5.8 Vendor certifies it has not been convicted of bid rigging or bid rotating or any similar offense (720 ILCS 5/33 E-3, E-4).

5.9 Vendor certifies it complies with the Section 1-12-5 of the City of Evanston Code and the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

5.10 Vendor certifies that it shall employ only persons duly licensed by the State of Illinois to perform professional services under this Agreement for which applicable Illinois law requires a license, subject to prior approval of the City.

5.11 Vendor certifies that if more favorable terms are granted by Vendor to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable goods or services, the more favorable terms will be applicable under this Agreement.

6.0 DISCLOSURES AND CONFLICTS OF INTEREST

Section 1: Conflict of Interest Prohibited

Vendor shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with its performance under this Agreement.

Section 2: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).

Vendor must identify any of the following that occurred for it or any if its officers or directors within the previous 10 years:

<table>
<thead>
<tr>
<th>Debarment from contracting with any governmental entity</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional licensure discipline</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Bankruptcies</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Adverse civil judgments and administrative findings</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Criminal felony convictions</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

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If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The City reserves the right to request more information, should the information need further clarification.

7. SUPPLEMENTAL PROVISIONS

7.1 City Supplemental Provisions

☐ Definitions

☐ Required Federal Clauses, Certifications and Assurances

☐ ARRA Requirements (American Recovery and Reinvestment Act of 2009)

☐ Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)

☐ Prevailing Wage (820 ILCS 130/1 et seq.)

☐ M/W/EBE Subcontracting Requirements

☐ Other (describe)

7.2 Vendor Supplemental Provisions

☐ ________________________________
I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. person (including a U.S. resident alien).

   - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
   - If you are a sole proprietor, enter the owner’s name on the name line followed by the name of the business and the owner’s SSN or EIN.
   - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s name on the name line and the d/b/a on the business name line and enter the owner’s SSN or EIN.
   - If the LLC is a corporation or partnership, enter the entity’s business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
   - For all other entities, enter the name of the entity as used to apply for the entity’s EIN and the EIN.

Name: __________________________________________________________

Business Name: __________________________________________________

Taxpayer Identification Number: ______________________________________

   Social Security Number ____________________________________________
   or
   Employer Identification Number ______________________________________

Legal Status (check one):

- Individual
- Sole Proprietor
- Partnership
- Legal Services Corporation
- Tax-exempt
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services
- Governmental
- Nonresident alien
- ECity or trust
- Pharmacy (Non-Corp.)
- Pharmacy/Funeral Home/Cemetery (Corp.)
- Limited Liability Company (select applicable tax classification)
  - D = disregarded entity
  - C = corporation
  - P = partnership

Signature: ________________________________ Date: ________________
Memorandum

To:        Honorable Mayor and Members of the City Council
       Administration and Public Works Committee (A&PW)

From:     Brian R. Scott, Fire Chief

Subject:  Resolution 59-R-18, Inter-Governmental Agreement with the Village of
       Winnetka for the use of their Training Tower for EFD Community
       Engagement Programs

Date:      September 17, 2018

Recommended Action
Staff recommends that the City Council adopt Resolution 59-R-18 authorizing the City
Manager to execute an inter-governmental agreement with the Village of Winnetka for
the limited use of their training tower for Evanston Fire Department community
engagement programs.

Livability Benefits:
Health and Safety:
• Improve emergency prevention and response
• Enhance resiliency to natural and human hazards

Background
A primary goal for both the Citizen Fire Academy and Fire Explorer programs is to allow
interested community members to learn more about the Evanston Fire Department
through classroom and hands-on training opportunities. As such, both groups have the
need for the occasional use of a fire training facility in order to allow participants to
practically learn about the skills, techniques and equipment utilized by the Evanston Fire
Department.

At the present time, we do not have access to a training tower facility within reasonable
proximity to the City to meet program needs and the department would like to continue
to offer the full breadth and scope of both of these valuable community engagement
programs.

In the spirit of intergovernmental cooperation, the Village of Winnetka and the Winnetka
Fire Department are kindly offering the use of their training tower for these programs at
no contracted cost to the City of Evanston.

Attachments
Resolution 59-R-18, with IGA and Citizen Participation Agreement
A RESOLUTION

APPROVING AN INTERGOVERNMENTAL AGREEMENT TO USE THE VILLAGE OF WINNETKA FIRE TRAINING TOWER

WHEREAS, the City of Evanston (“Evanston”) and the Village of Winnetka (“Winnetka”) are home rule municipalities in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorize and encourage intergovernmental cooperation; and

WHEREAS, Winnetka is the record title owner of the property commonly known as the Village of Winnetka Public Works Facility located at 1390 Willow Road (“Public Works Facility”), which Public Works Facility includes a fire training tower (“Training Tower”) for use by Winnetka Fire Department and its partner municipalities (“Partner Municipalities”) to train, perform, or observe simulated fire rescue functions in conditions that simulate real fire conditions (“Training Activities”); and

WHEREAS, Evanston desires to be a Partner Municipality, and granted permission for Evanston firefighters and Evanston residents the ability to enter, occupy, and use the Public Works Facility, the Training Tower, and all appurtenances to the Training Tower (collectively, the “Village Fire Training Facilities”) in order to perform the Training Activities; and

WHEREAS, the Parties desire to enter into the attached intergovernmental agreement to set forth the rights and obligations of Evanston and
Winnetka with respect to the Village Fire Training Facilities and the Training Activities ("Agreement"); and

WHEREAS, the Evanston City Council have determined that it will serve and be in the best interest of the City to enter into the Agreement with Winnetka;

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

SECTION 1: Recitals. The City Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: The City Council hereby approves, pursuant to the City of Evanston’s home rule power, the Agreement in the form attached to this Resolution as Exhibit A.

SECTION 3: The City Council hereby authorizes and directs, pursuant to the City’s home rule power, the City Manager and the City Clerk to execute and seal, on behalf of the City, the Agreement with Village of Winnetka so long as the Agreement: (i) is in substantially the form attached to this Resolution as Exhibit A; and (ii) has been approved by the Corporation Counsel.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval according to law.

______________________________
Stephen H. Hagerty, Mayor

Attest:
Devon Reid, City Clerk

Approved as to form:
Michelle L. Masoncup, Corporation Counsel

Adopted: ______________, 2018
EXHIBIT A
INTERGOVERNMENTAL AGREEMENT
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE VILLAGE OF WINNETKA AND THE CITY OF EVANSTON
TO USE FIRE TRAINING TOWER

THIS INTERGOVERNMENTAL AGREEMENT ("AGREEMENT") is made and entered into as of the _______ day of _______. 20____ ("Effective Date"), and is by and between the VILLAGE OF WINNETKA ("Village"), an Illinois municipal corporation, and the CITY OF EVANSTON ("User") (collectively "Parties").

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

SECTION 1. RECITALS.

A. The Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance. In addition, the provision of the Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), authorize and encourage intergovernmental cooperation.

B. The Village is the record title owner of the property commonly known as the Village of Winnetka Public Works Facility and located at the address commonly known as 1390 Willow Road in the Village ("Public Works Facility"), which Public Works Facility includes a fire training tower ("Training Tower") for use by the fire departments of the Village and its partner municipalities, such as the User, to train, perform, or observe simulated fire rescue functions in conditions that simulate real fire conditions ("Training Activities").

C. User, from time to time, desires to enter, occupy, and use the Public Works Facility, the Training Tower, and all appurtenances to the Training Tower (collectively, the "Village Fire Training Facilities") in order to perform the Training Activities for its employees and citizen fire safety courses.

D. In the spirit of intergovernmental cooperation, the Village desires to grant User permission to enter, occupy, and use the Village Fire Training Facilities when the Village itself does not require their use or in conjunction with Training Activities performed jointly by the Village and the User.

E. The Parties desire to enter into this Agreement to set forth the rights and obligations of the Village and User with respect to the Village Fire Training Facilities and the Training Activities.

SECTION 2. USE AND CARE OF THE VILLAGE FIRE TRAINING FACILITIES.

A. Terms of This Agreement. The Parties acknowledge and agree that this Agreement and the terms and conditions contained herein shall govern any time User enters, occupies, or uses the Village Fire Training Facilities for the purpose of performing any Training Activities.

B. Damage to Village Fire Training Facilities. User agrees to pay for any damage to, or repairs necessary for, the Village Fire Training Facilities or to any other property of the Village that is caused by User’s employees, residents, agents, volunteers, or other representatives (collectively, the "User Representatives"). Per the Illinois Local Government Prompt Payment Act, the User shall pay for all damage within 60 days upon receiving notice from the Village.
C. **Modifications to Village Fire Training Facilities.** User shall not make any modifications or repairs to any of the Village Fire Training Facilities without the prior written approval of the Village.

D. **Vacation and Restoration of Village Fire Training Facilities.** User agrees to vacate the Village Fire Training Facilities on a date and time agreed upon by the Parties. Notwithstanding the foregoing, User agrees to immediately vacate the Village Fire Training Facilities upon request of the Village. User agrees that it has no holdover rights in any of the Village Fire Training Facilities. Upon vacation of the Village Fire Training Facilities by the User, the User agrees to restore the Village Fire Training Facilities into the same condition that they were in when it was first entered by the User, except for such normal wear and tear as is to be expected from customary use of the Village Fire Training Facilities.

E. **Assumption of Risk.** User acknowledges and agrees that it is User’s responsibility to inspect the Village Fire Training Facilities before entering, occupying, or using them, and in entering, occupying, or using the Village Fire Training Facilities, User acknowledges that the Village Fire Training Facilities are in good repair, working condition, and fully operational, and that there are no defects to the Village Fire Training Facilities. User assumes all risks of damages to property or injuries, including, without limitation, any illnesses, serious bodily injury, or death caused by User’s entrance into or occupation or use of the Village Fire Training Facilities. User covenants and agrees that in entering into this Agreement and by entering, occupying, and using the Village Fire Training Facilities, the Village Fire Training Facilities are provided "AS-IS, Where-IS" and Village is not representing, guaranteeing, or in any way being held responsible for the condition of the Village Fire Training Facilities, nor is the Village making any representations as to the suitability of the Village Fire Training Facilities for any intended purpose.

F. **Knowledge of Use and Safety Procedures.** User warrants that whomever enters, occupies, or uses the Village Fire Training Facilities, including but not limited to the User Representatives: (i) shall enter, occupy, and use the Village Fire Training Facilities with due care; (ii) is properly trained and in possession of any required licenses to operate the Village Fire Training Facilities; (iii) has read any applicable instruction manuals and safety instructions; (iv) and is aware of any and all safety equipment and procedures that should be worn or used for safe use of the Village Fire Training Facilities.

G. **Execution of Participation Agreement By Non-Employee User Representatives.** User agrees that, before any User Representative who is not an employee of the User ("Non-Employee User Representative") may enter, occupy, or use the Village Fire Training Facilities or perform any Training Activities, such Non-Employee User Representative must first execute the Participation Agreement attached to and by reference made a part of this Agreement as Exhibit A ("Participation Agreement").

H. **Compliance With Laws.** User and User Representatives shall enter, occupy, and use the Village Fire Training Facilities and perform the Training Activities strictly in accordance with all federal, state, and local laws, rules, regulations, policies, and procedures, including any rules, regulations, policies, or procedures of the Village specifically pertaining to the entrance into or the occupation or use of any of the Village Fire Training Facilities or the performance of any Training Activities. User acknowledges and agrees that it is responsible for: (i) supervising the User Representatives at all times during User’s entrance into or occupation or use of the Village Fire Training Facilities and performance of any Training Activities; and (ii) ensuring that the User Representatives abide by the terms of this Agreement, including but not limited to the required execution of the Participation Agreement in accordance with Section 2.G of this Agreement by any Non-Employee User Representative that User desires to enter, occupy, and use the Village Fire Training Facilities.
Village Fire Training Facilities and perform the Training Activities before that Non-Employee User Representative may enter, occupy, or use the Village Fire Training Facilities or perform any Training Activities.

I. **No Operation by Contractors.** Notwithstanding anything to the contrary contained in this Agreement, User shall not permit any contractor to enter, occupy, or use the Village Fire Training Facilities.

**SECTION 3. HOLD HARMLESS**

A. **Insurance.** User shall secure and maintain at all times during its entrance into and occupation and use of the Village Fire Training Facilities general liability insurance, and vehicle insurance of a type that covers the applicable class of any emergency vehicles or other vehicles used in performing the Training Activities at the Village Fire Training Facilities in types and amounts sufficient to protect User against any and all claims for injury or loss arising out of or related to the entrance into or occupation or use of the Village Fire Training Facilities by User. All such User insurance policies shall name the Village, its boards, committees, agents, and employees as additional insureds and this coverage shall be the primary insurance for such parties with respect to claims arising out of or related to the entrance into and occupation and use by the User of the Village Fire Training Facilities. User further agrees that any damage or claims arising during or as a result of User’s entrance into, occupation or use of the Village Fire Training Facilities shall, in the sole discretion of the Village, be filed with User’s insurance carriers, and not the insurance carriers of the Village.

B. **Risk of Loss.** User assumes and bear the entire risk of partial or complete loss, theft, damage, destruction, condemnation, requisition, or other interruption or termination of occupation or use of the Village Fire Training Facilities from any cause whatsoever, whether or not insured against, from the date and time of entrance into the Village Fire Training Facilities until the Village Fire Training Facilities is vacated and restored by the User. In the event that the Village Fire Training Facilities or any portion thereof are lost, stolen, destroyed, or damaged while being occupied or used by the User, User shall immediately notify the Village.

C. **Indemnification.** User agrees to indemnify and hold harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys’ fee) that may arise, or be alleged to have arisen, out of or in connection with User’s entrance into or occupation or use of the Village Fire Training Facilities by the User Representatives, or the failure of the User or any User Representatives to abide by the terms or representations of this Agreement.

D. **Limitation of Liability.** The Parties covenant and agree that: (i) the Village shall not be liable for any consequential, special, incidental or indirect damages under this Agreement; and (ii) no elected or appointed official, or employee of the Village shall be personally liable, in law or in contract, to User as the result of this Agreement.

E. **Release.** User hereby fully and forever releases, waives, discharges, and covenants not to sue the Village or its officials, officers, employees, agents, or representatives regarding any and all claims, demands, damages, rights, or actions or causes of action, present or future, whether the claims are known, anticipated, or unanticipated, resulting from or arising out of the entrance into or occupation or use of the Village Fire Training Facilities, for any property damage, injury, illness, loss, liability, damages, or costs (each a “Claim” and collectively “Claims”).

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SECTION 4. GENERAL TERMS AND CONDITIONS

A. **Assignment.** User shall not assign its rights or responsibilities under this Agreement except upon the express prior written consent of the Village.

B. **No Property Interest.** It is specifically agreed and understood that this Agreement is for permissive, temporary use only and that the exercise of the rights and privileges granted in this Agreement shall not operate to create or vest any property right in and to the Village Fire Training Facilities or any portion thereof in User.

C. **Termination.** Either Party may terminate this agreement at any time by providing the other Party written notice; provided, that User shall not be permitted to terminate this Agreement while occupying or using any of the Village Fire Training Facilities and that Sections 2.E, 3.B, 3.C, 3.D, and 3.E shall survive termination.

D. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by the Parties to this Agreement in accordance with all applicable statutory procedures.

E. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of User and the Village, and no other party shall be deemed a third-party beneficiary hereof, and accordingly, no third-party shall have the right to enforce the provisions of this Agreement. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village and its employees, officers, members, officials, agents, attorneys, and representatives.

The person signing this Agreement on behalf of the User is properly authorized by the User to sign this Agreement and bind the User to all provisions of this Agreement.

Dated this _______ day of ___________, 20___.

VILLAGE OF WINNETKA

By: ____________________________

Its: ____________________________

CITY OF EVANSTON

By: ____________________________

Its: ____________________________
PARTICIPATION AGREEMENT

I, ________________________________ ("Non-Employee User Representative"), represent and warrant that I am a resident, agent, volunteer, or other representative of the CITY OF EVANSTON of _________________________ ("User") who is not an employee of the User and is seeking to enter, occupy, and use property ("Property") owned by the Village of Winnetka ("Village"), which Property includes, without limitation, a fire training tower, training facilities, equipment, fixtures, and appurtenances thereto, to train, perform, or observe simulated fire rescue functions in conditions that simulate real fire conditions ("Training Activities") pursuant to the Intergovernmental Agreement entered into between the Village and the User as of _________________, 20____.

I acknowledge that the Training Activities are high-risk activities, and hereby agree to assume the risk of any injuries, including death, and of any property loss, and of all expenses, costs, damages, and losses that I may sustain as a result of my performance of any and all activities associated with the Training Activities.

In consideration of the Village granting me permission to enter, occupy, and use the Property, I agree to seek relief and any other recompense from the User and not the Village in the event that I suffer any injury, property loss, or any other expenses, costs, damages, and losses as a result of my performance of the Training Activities or my entrance, occupation, and use of the Property.

I have read and fully understand this Participation Agreement and execute it of my own free will and without any reservation whatsoever.

__________________________________   _________________________________
Print Name of Non-Employee User Representative    Date

__________________________________
Signature of Non-Employee User Representative
Memorandum

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

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

Subject: Resolution 70-R-18 – Harbert Park Renovations OSLAD Grant Application

Date: September 17, 2018

Recommended Action:
Staff recommends approval of Resolution 70-R-18 authorizing the City Manager to Sign
a Resolution of Authorization as part of an Open Space and Land Acquisition and
Development (OSLAD) grant application to the Illinois Department of Natural Resources
(IDNR) for the Harbert Park Renovations Project. Although the City has been a past
recipient of the OSLAD grant, this is the first time in several years that the grant
program has been accepting applications.

Funding Source:
If awarded, funding for this project will be from a variety of funding sources already
proposed for Harbert Park Improvements in the 2019 budget, including 2018 Good
Neighbor Funds, the Neighborhood Improvement Reserve Fund, and the 2019 General
Obligation Bonds. Detailed information is noted below:

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Budgeted Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018 Good Neighbor Fund</td>
<td>$100,000</td>
</tr>
<tr>
<td>Neighborhood Improvement Reserve Fund</td>
<td>$100,000</td>
</tr>
<tr>
<td>2019 General Obligation Bond</td>
<td>$120,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$320,000</strong></td>
</tr>
</tbody>
</table>

Livability Benefits:
Built Environment: Enhance public spaces; Address indoor and outdoor air quality and
light pollution
Climate & Energy: Improve energy and water efficiency
Health & Safety: Promote healthy, active lifestyles
Background:
The OSLAD grant program provides municipalities and park districts with up to 50% matching funds up to a maximum of $400,000 to develop outdoor recreation areas. OSLAD grant applications for the 2018 cycle are due to the IDNR on or before October 1, 2018. Grant awards are typically announced in the spring following submission. Grant associated improvements must be completed within two years of grant award.

Located east of the North Shore Channel between Main and Dempster Streets, staff has identified Harbert Park as a good candidate for this grant program. Harbert Park contains a number of recreational components in need of renovation including a deteriorated basketball court, deteriorated playground and older security lighting. Additionally, neighborhood residents have requested installation of a picnic shelter for community use.

Up until several years ago, the OSLAD program was released annually. More recently however, this grant program was suspended, making it impossible for staff to predict its release. The grant opportunity was released publicly on July 31, 2018. As a result, project selection was limited to items already within the City’s 2019 CIP. Staff evaluated several potential projects with IDNR staff including athletic lighting at James Park, artificial turf fields at Robert Crown and improvements to Harbert Park. During that consultation, IDNR staff indicated that the Harbert Park project presented the City’s best opportunity for potential grant award. The IDNR’s recommendation to pursue the Harbert Park project over the others discussed was based on both the intended scope of work and the knowledge that Harbert Park is located in a majority low/moderate neighborhood with a high minority population.

The 2019 CIP currently identifies $320,000 in funding for renovations at Harbert Park. The currently proposed funding will address needed renovations to the basketball court and picnic shelter only. By submitting an OSLAD grant application to the IDNR, the project’s scope can be increased to include renovations to the playground and upgrades to the security lighting system. Therefore, staff recommends approval of Resolution 70-R-18 authorizing the City Manager to sign the OSLAD grant application’s Resolution of Authorization.

Attachments:
Resolution 70-R-18
70-R-18

A RESOLUTION

Authorizing the City Manager to Submit a Grant Application for State Funding through the Open Space Land Acquisition and Development Grant Program

WHEREAS, the City of Evanston leases property along the North Shore Channel from the Metropolitan Water Reclamation District of Greater Chicago; and

WHEREAS, the subject leased parcel is a 13.5 acre portion that lies between Dempster Street and Main Street, east of the North Shore Channel and commonly referred to as “Harbert Park”; and

WHEREAS, Harbert Park contains a basketball court, playground, picnic shelter, and other associated site furnishings which all need significant renovations and/or replacement to bring the park back to a high quality standard for users of Harbert Park (the “Project”) for a total project cost of $640,000; and

WHEREAS, the City of Evanston wishes to apply for state funds through the Open Space Land Acquisition and Development (OSLAD) Grant Program, which would provide fifty percent (50%) of the funding, $320,000, necessary for this Project and therefore the City portion of funding is also $320,000; and

WHEREAS, the City Council of the City of Evanston has determined it is in the best interests of the City to apply for the OSLAD grant for state funding to fulfill the aforementioned Project goal,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:
SECTION 1: The City Manager is hereby authorized to sign and submit all necessary application documents for the OSLAD grant to fund the Harbert Park renovation project.

SECTION 2: The City Manager is also authorized and directed to negotiate and execute any additional documents required for the grant application as he may determine to be in the best interests of the City.

SECTION 3: That this Resolution 70-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
To: Honorable Mayor and Members of the City Council
   Administration & Public Works Committee

From: David Stoneback, Public Works Agency Director
      Paul Moyano, Senior Project Manager
      Michelle Masoncup, Corporation Counsel

Subject: Resolution 66-R-18 – Approval of Easement Agreement for Replacement of Water Reservoir

Date: September 12, 2018

Recommended Action:
Staff recommends City Council adoption of Resolution 66-R-18 authorizing the City Manager to execute an easement agreement with Northwestern University to provide for a temporary construction easement for the removal of the existing reservoir and installation of the new reservoir. The easement agreement also establishes a long term easement agreement between the parties for the underground reservoir to be located below Northwestern University property.

Livability Benefits:
Built Environment: Improve energy and water efficiency

Summary:
Northwestern owns the property at the southwest corner of Lincoln Street and Campus Drive, east of Sheridan Road. The property is approximately 1.15 acres and is improved with the City’s underground reservoir that stores up to 5 Million gallons of treated water, which was constructed in 1934 pursuant to an easement agreement between the parties dated January 22, 1934. The current reservoir is in a deteriorated state and must be replaced.

The easement agreement presented for your review and approval provides two easements, one for construction and the permanent long term easement for 95 years. The construction easement provides the right to dismantle, disassemble and remove the existing reservoir and construct and install the new reservoir and all underground systems, including electric and other related control systems, underground pipes and vaults.
The project will be bid soon and projected to take 21 months to construct. Following construction, the reservoir will ensure safe storage of treated water for the residents of Evanston and Evanston wholesale water customers: Village of Skokie, the Northwest Water Commission, the Morton Grove Niles Water Commission and the Village of Lincolnwood.

Attachments:
Resolution 66-R-18
Easement Agreement
66-R-18

A RESOLUTION

Authorizing the City Manager to Negotiate and Execute an Easement Agreement with Northwestern University for the Replacement of the Underground Water Storage Reservoir at Lincoln Street and Campus Drive

WHEREAS, Northwestern is the owner of certain real property at the southwest corner of Lincoln Street and Campus Drive, east of Sheridan Road, Evanston, Illinois, which is legally described in Exhibit 1 to Easement Agreement attached to this Resolution as Exhibit A (the “Property”); and

WHEREAS, The Property is approximately 1.15 acres and is improved with an underground reservoir that stores up to 5 Million gallons of water (the “Existing Reservoir”), which was constructed in 1934 pursuant to that certain easement agreement between the parties dated January 22, 1934 and recorded at Book 31189, Page 483 in the Office of the Cook County Recorder of Deeds (the “1934 Easement”); and

WHEREAS, City desires to dismantle and reconstruct the Existing Reservoir and replace the same with a new reinforced concrete reservoir (the “New Reservoir”) for storage of water (such removal of the Existing Reservoir and construction of the New Reservoir, the “Project”); and

WHEREAS, City operates a water utility service and a water plant directly north of the Property; and

WHEREAS, City wishes to obtain (i) a temporary easement for the Project for removal of the Existing Reservoir and the construction and installation of the New
Reservoir (the “Construction Easement”), and (ii) an easement on and under the Property for the purpose of use, maintenance and repair of the New Reservoir, all on the terms set forth in the attached agreement as Exhibit A hereof; and

WHEREAS, the City Council hereby finds that the best interests of Evanston are served by entering into the attached easement agreement with Northwestern University to ensure that the City can continue to provide water to its residents and customers for many years to come,

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

SECTION 1: The City Manager is hereby authorized to execute the Easement Agreement with Northwestern University, attached hereto as Exhibit A, the terms are incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized to negotiate any additional conditions of the Easement Agreement as he may determine to be in the best interests of the City and in a form acceptable to the Corporation Counsel.

SECTION 3: That this Resolution 66-R-18 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

_______________________________
Stephen H. Hagerty, Mayor

Attest:  
Approved as to form:

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

Adopted: __________________, 2018
EXHIBIT A

Easement Agreement
RESERVOIR EASEMENT AGREEMENT

THIS RESERVOIR EASEMENT AGREEMENT ("Easement Agreement") is made as of ________________, 2018 (the "Effective Date"), by and between NORTHWESTERN UNIVERSITY ("Northwestern") and CITY OF EVANSTON ("City") (each referred to herein as "Party" or, collectively, as "the Parties").

RECITALS

A. Northwestern is the owner of certain real property at the southwest corner of Lincoln Street and Campus Drive, east of Sheridan Road, Evanston, Illinois, which is legally described in the Plat of Easement attached as Exhibit 1 and incorporated herein (the "Property"). The Property is approximately 1.15 acres and is improved with an underground reservoir that stores up to 5 Million gallons of water (the "Existing Reservoir"), which was constructed in 1934 pursuant to that certain easement agreement between the parties dated January 22, 1934 and recorded at Book 31189, Page 483 in the Office of the Cook County Recorder of Deeds (the "1934 Easement").

B. City desires to dismantle and reconstruct the Existing Reservoir and replace the same with a new reinforced concrete reservoir (the "New Reservoir") for storage of water (such removal of the Existing Reservoir and construction of the New Reservoir, the "Project").

C. City operates a water utility service and a water plant directly north of the Property.

D. City wishes to obtain (i) a temporary easement for the Project in the area crosshatched on Exhibit 2 attached hereto (the "Construction Easement Area") for removal of the Existing Reservoir and the construction and installation of the New Reservoir (the "Construction Easement"), and (ii) an easement on and under the Property crosshatched on Exhibit 1 attached hereto (the "Continuing Easement Area", and together with the Construction Easement Area, the "Easement Areas") for the purpose of use, maintenance and repair of the
New Reservoir (the “Continuing Easement”, and together with the Construction Easement, the “Easements”), all on the terms set forth in Section 1 hereof.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated in and made a part of this Easement Agreement 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. **Construction Easement.**

   a. From the Commencement Date until the Completion Date (each as hereinafter defined) (the “Construction Period”), Northwestern hereby grants to City the temporary non-exclusive right to enter the Construction Easement Area to, dismantle, disassemble and remove the Existing Reservoir (the “Removal Work”), and construct and install the New Reservoir and all underground and surface appurtenances thereto, including electric and other related control systems, underground pipes, and vaults (the “Installation Work”, and together with the Removal Work, the “Construction Activities”) on the terms set forth in this Easement Agreement. The Construction Easement includes and confers upon City the (i) right to bring any materials and equipment upon the Construction Easement Area reasonably necessary, in accordance with generally accepted construction industry standards then in effect with respect to similar projects, to perform the Construction Activities, and (ii) right of access for construction vehicles over street, roadways, driveways and parking areas located within the Construction Easement Area on the terms set forth in this Easement Agreement. Northwestern shall have the right to enter the Construction Easement Area in the event of an emergency during the Construction Period.

   b. City shall commence the Construction Activities within twenty-four (24) months of the Effective Date. The date on which the Construction Activities begin shall hereinafter be referred to as the “Commencement Date”. The Construction Activities within the easement will be completed within twenty-one (21) months of the Commencement Date (such date, the “Completion Date”, and the period between the Commencement Date and the Completion Date, the “Construction Period”). The City’s agreement with the contractor will include provisions for liquidated damages if construction within the easement continues for more than 21 months, and incentive payments if construction is completed early.

   c. The removal of the Existing Reservoir and the construction and installation of the New Reservoir shall be performed and completed in accordance with Plans and Specifications (as hereinafter defined) prepared by or at the direction of City, at City’s sole expense, a preliminary version of which (the “Preliminary Plans and Specifications Requirements”) shall be provided to Northwestern for its review and approval no less than one hundred eighty (180) days prior to the Commencement Date (as hereinafter defined), and the Preliminary Plans and Specifications shall set forth on the attached Exhibit 3.

   d. Northwestern may review and consider in connection therewith all matters involved with the Preliminary Plans and Specifications, including, without limitation, engineering and design characteristics, aesthetic considerations, and potential impact on its Evanston, IL campus. Within thirty (30) days after submission of all required Preliminary Plans
and Specifications to Northwestern, Northwestern shall notify City in writing of any comments and proposed revisions to the Preliminary Plans and Specifications. The Parties will work together to achieve a solution with respect to any issues with the Preliminary Plans. The University will not unreasonably withhold approval and, with respect to the engineering and design characteristics of the reservoir itself, final approval rests with the City of Evanston. Any disapproval shall set forth the general reason or reasons for such disapproval and any conditional approval shall specifically state the conditions that must be satisfied in order to procure Northwestern’s approval. No Construction Activities shall be commenced until the receipt of Northwestern’s written approval of the Preliminary Plans and Specifications (as so approved in full, the “Plans and Specifications”). Notwithstanding the foregoing, in no event shall Northwestern be required to review particular piecemeal submissions.

e. If Northwestern provides comments and requests revisions to any part of the Preliminary Plans and Specifications, City will consider revisions to the Preliminary Plans and Specifications to incorporate Northwestern’s required changes and shall deliver two (2) sets of the revised Preliminary Plans and Specifications to Northwestern. The City will provide any updated plans to Northwestern for further review of the revised Preliminary Plans and Specifications and provided an opportunity to provide additional feedback and review.

f. Neither Northwestern nor its past, present or future agents, attorneys, tenants, partners, employees, trustees, directors, administrators, affiliates, successors or assigns (the “Northwestern Parties”) shall have any liability whatsoever to any person or City (i) as a result of the review of any Preliminary Plans or Specifications as provided herein, or with respect to any defects, omissions, inconsistencies, or shortcomings contained in the Preliminary Plans and Specifications, in the Plans and Specifications, in the removal of the Existing Reservoir, or in the New Reservoir or other improvements removed or constructed or made in accordance with the Plans or Specifications; (ii) in connection with the performance of the duties or rights of Northwestern as provided herein.

g. City shall cause the Construction Activities to be (i) completed in accordance with the Plans and Specifications approved by Northwestern as set forth above, and performed in a good and workman like manner, and in compliance with all applicable governmental authorities, public bodies and other entities having jurisdiction, and all applicable laws, codes, ordinances, rules and regulations of such authorities, including all zoning laws and building codes, and including the Americans with Disabilities Act of 1990 (collectively, “Applicable Laws”), and (ii) completed in accordance with Northwestern’s fencing and signage standards, to be provided to the City by Northwestern prior to execution of this Agreement. City shall not place any signage on any property owned by Northwestern, including the Easement Areas, without Northwestern’s prior written approval of the substance, design, and location of the signs. City’s Contractor will secure all licenses and permits from governmental authorities, public bodies and other entities necessary for the Project, and no Construction Activities shall be commenced on the Property unless and until City delivers to Northwestern a true and correct copy of the building permits therefor evidencing compliance with Applicable Laws. City shall, at all times, require that the contractor or subcontractors take any and all safety measures required under good construction practices to protect the Property and City’s employees, agents, licensees, and invitees (the “City Parties”) and City’s contractors and subcontractors of all tiers working on the Project (the “City’s Contractors”) from injury or damage caused by or resulting
from the performance of the Construction Activities or any other work. The City will require that the Contractor maintain a comprehensive Health and Safety Program meeting the requirements of the Safety, Health, and Emergency Response section of the Specifications.

h. City shall ensure that the City’s Contractors keep the Easement Areas and the Property and every part thereof free and clear of any and all liens and encumbrances for work performed by City, or on City's behalf, on the Easement Area, provided that the City’s Contractors may contest any such liens in good faith using appropriate legal proceedings.

i. City shall minimize any disruption or inconvenience to Northwestern (or the area of its campus surrounding the Property) caused by the Construction Activities, and shall provide for the safety and convenience of Northwestern’s employees, students, visitors, licensees and invitees. City agrees not to conduct any Construction Activities within the construction easement prior to 8:00 a.m. Chicago time. During academic breaks set forth on Exhibit 4, the Parties agree that construction may commence at 7:00 a.m. Chicago Time and continue overnight with the approval of Northwestern. Northwestern acknowledges that the west lane of Campus Drive will be closed during construction and cannot be opened for any of the events outlined on Exhibit 4. The Parties will also meet and confer to develop workouts for unique circumstances during the Project and handle on case by case basis. These circumstances include but not limited to items set forth on Exhibit 4 such as: graduation and critical parts of the Project in which overnight work is necessary. In the event that any of the City Parties or the City’s Contractors unreasonably interferes with Northwestern’s ability to conduct its business in the area surrounding the Property, Northwestern shall have the right to require that City immediately replace any such disruptive City Parties or City’s Contractors. Notwithstanding the foregoing but subject to the terms of this Section 1(i), Northwestern agrees that (i) the western lane of North Campus Drive immediately adjacent to the Construction Easement Area shall be impacted during the entire Construction Period, including the need to close the westernmost (inbound) lane and restrict traffic patterns to one lane, and (ii) North Campus Drive shall be fully closed between 7 p.m. and 5 a.m. during critical construction activities, provided, however, that all full closures shall be coordinated with Northwestern no less than ten (10) business days prior to any such full closure to accommodate the academic schedule, other University activities, and other constraints such as emergency response vehicle access to the campus, (iii) North Campus Drive will be fully closed for up to a 5-day period for up to 5 occurrences during critical construction activities (examples of work requiring extended shutdown include: sheetpile installation, connection to existing water main on Lincoln, electrical ductbank, and repaving curb and gutter), provided, however, that no such full closures shall occur prior to June 1, 2019 and all such full closures shall be coordinated with Northwestern no less than ten (10) business days prior to any such full closure to accommodate the academic schedule, other University activities, and other constraints such as emergency response vehicle access to the campus, and (iv) in no event shall any Construction Activities occur, on the days (or during the time periods, as applicable) set forth on Exhibit 4 attached hereto and made a part hereof, and such additional dates as provided by Northwestern. During the Construction Period, City will cause City’s Contractor’s to provide adequate flaggers at the construction site along North Campus Drive, at the intersection of Lincoln and Sheridan and, when it opens in Spring 2019, flaggers at the East and West ends of North Tech Drive. The City will cause Contractor flaggers to provide a safe and orderly traffic and walking environment for motorists, pedestrians, and bikers throughout the entire Construction Period. The City agrees to meet and confer with the University to develop
workouts and solutions should issues arise during the Project and will direct its Contractor to address as agreed between the Parties.

j. Except for the utilities shown to be removed in the Plans and Specifications, the City agrees to ensure that the City’s Contractors protect all existing utility and other facilities within and serving the Property, including, but not limited to, water system and appurtenances, sewer system and appurtenances, street light and traffic signal systems and appurtenances, and fiber optic system and appurtenances. Notwithstanding the foregoing, if City shall relocate, damage, or remove any utilities belonging to Northwestern within or serving the Property (or cause any of the foregoing to be done), it shall restore and, on or before the Completion Date, replace such utilities at no cost to Northwestern. Prior to the removal of any utilities, City shall notify Northwestern no less than ten (10) business days prior to such removal, and shall, at Northwestern’s request, during the period that such utilities are removed or damaged and not fully restored, provide to Northwestern an alternative source for the subject utility.

k. Following the Installation Work but prior to the Completion Date, and at City’s sole cost and expense, City shall (i) ensure that the City Parties and the City’s Contractors remove all debris and rubbish from and about the Property caused by the Construction Activities, as well as their tools, construction equipment, machinery, surplus materials, and leave the Property free of such materials, (ii) grade the Property pursuant to the Plans and Specifications, (iii) fully restore the top of the Property in accordance with the Plans and Specifications, and (iv) provide evidence to Northwestern, at City’s cost, that the Construction Activities have been performed and paid for by the City, which evidence shall include executed lien waivers, architect’s certificates, contractor’s statements (including, if applicable, AIA Form G702 and G703), and owner’s statements covering the Construction Activities, and such other documentation as may be reasonably requested by Northwestern. Northwestern may order, at Northwestern’s sole cost and expense, a date down endorsement to Northwestern’s title policy for the Construction Easement Area showing no exceptions for liens or other matters relating to the Construction Activities. The foregoing cleaning, grading and restoration shall be deemed part of the Construction Activities.

l. Prior to commencing any Construction Activities, City shall (a) provide to Northwestern evidence (in the form of the City’s Capital Improvement Budget, copy of City Council action approving the contract with the contractor, and any other supporting documentation requested by Northwestern) of City’s funding for and ability to pay for the full cost of the Construction Activities, and (b) the City will require the contractor to obtain a performance bond for 110% of the cost of the Project (the “Performance Bond”) covering the faithful performance and completion of the Construction Activities. The Performance Bond shall be issued from a surety licensed in Illinois, and approved by the City. The Performance Bond obligees will be Northwestern and the City. If the cost of the Construction Activities increases, City shall mandate that the contractor increase the Performance Bond accordingly and shall provide proof to Northwestern of such adjustment. Notwithstanding any notice and cure periods set forth in Section 10, in the event that City has not completed the Construction Activities within twenty-one (21) months following the Commencement Date, City agrees that such failure will be a default under this Easement Agreement, which shall allow Northwestern to require the surety under the Performance Bond to promptly complete the Construction Activities; provided, however that Northwestern will not, during the Contractor Cure Period (as defined
below) only, exercise its rights under the Performance Bond to require the surety to complete the Construction Activities if the City has, within five (5) business days following the date that is twenty-one (21) months after the Commencement Date, issued a notice of default to the Contractor (with a copy to Northwestern) and the Contractor does not complete the Construction Activities within sixty (60) days following the date of the city’s notice of default (the “Contractor Cure Period”). With respect to Northwestern’s election to require the surety under the Performance Bond to promptly complete the Construction Activities pursuant to the terms of this Easement Agreement, (i) Northwestern shall meet and confer with the City prior to issuing notice of such election, (ii) no notice to the surety shall be required under this Easement Agreement or the Performance Bond (other than a demand for performance by the surety), (ii) no payment shall be required from Northwestern, (iii) neither this Easement Agreement nor the Performance Bond shall require any additional conference or meeting, and (iv) the termination of the contract for construction by City shall not be required. If Northwestern exercises such right, the surety under the Performance Bond shall be obligated to complete or to pay for the completion of the Construction Activities whether or not the City is in default under, or makes all payments required by, the construction agreement for the Construction Activities.

2. Continuing Easement.

a. From and after the Completion Date until the last day of the ninety-fifth (95th) year thereafter (the period between the Completion Date and the end of such 95th year, the “Continuing Easement Period”), Northwestern hereby grants to City the non-exclusive right to enter, the Continuing Easement Area to inspect, maintain, repair, and operate the New Reservoir (the “Use Activities”) and all underground and surface appurtenances thereto, including electric and other related control systems, underground pipes, and vaults. By way of example and not by way of limitation, the parties intend to include within the term “pipelines” and “appurtenances” the following: overflow structure, pumping facilities, groundwater control system, instrumentation, water mains and conduit valves, vaults, manholes, control systems, ventilators, in the Continuing Easement Area.

b. Nothing herein shall be construed to give to City any right in and/or to the title to the Property, but must only be construed to give it the right to use and operate said New Reservoir for the storage of water, upon the terms and provisions herein set forth; and nothing in this Easement Agreement contained can be construed to prevent Northwestern from making use of the land, in conformance with the parameters set forth in Section 5.

c. Excluding minor repairs, non-disruptive activities and emergency repairs, the City shall notify Northwestern no less than fourteen (14) days’ prior to its entry onto the Property for any of the Use Activities; provided, however, that in the event of an emergency, City shall have the right to enter the Property to remedy such emergency without notice to Northwestern but shall notify Northwestern as soon as reasonably possible thereafter. The City will provide Northwestern with a typical maintenance plan and the estimated frequency of the maintenance activities following construction of the Project.

d. In the event that the Property is damaged or disturbed during City’s performance of any of the Use Activities, City shall promptly restore the Property to its condition prior to the Use Activities. Any modifications or repairs made to the New Reservoir will be
promptly completed by City, at its sole cost, in a manner that maintains the integrity of the structure and membrane coating system.

3. **Covenant.** This grant shall constitute a covenant, which runs with the land, and shall be binding upon successors and assigns of Northwestern. City shall have the right to maintain and use the New Reservoir for the storage of water in connection with its water plant, so long as the same is owned by the City of Evanston supply system. If City sells or otherwise disposes of its water works system, or defaults under the terms of this Easement Agreement beyond any applicable notice and cure periods and Northwestern terminates this Easement Agreement, the right of the City of Evanston to further maintain and use the New Reservoir must cease and City will fill in said reservoir within six (6) months (or such longer period as may be directed by Northwestern) with suitable material and restore site conditions disturbed in doing so, in accordance with plans approved by Northwestern. City shall keep the reservoir structure in good repair and safe.

4. **Easement Fee.** In consideration of City providing safe and reliable water service to Northwestern and its users, Northwestern will not assess an easement fee for use of the Easement Areas. City shall be solely responsible for any cost and expenditure associated in any way with the Project and the New Reservoir during the duration of this Easement Agreement.

5. **Northwestern’s Use of Property.** Northwestern shall have the continuing right to use the Continuing Easement Area, subject to the terms of this Section 5. Northwestern shall not construct or place any structure or building, retaining walls, street light, or power pole, on any part of the Continuing Easement Area. The structural design of the New Reservoir will allow up to 480 psf soil dead load plus uniform live load of 100 psf or HS20 truck, placed so as to induce worst case loading effects. Therefore, Northwestern shall not do any of the following:

   a. contingent upon the City permanently reducing the number of required parking spots that Northwestern must maintain on the Evanston Campus by altering City code, Northwestern will agree to disallow parking in the Continuing Easement Area except if a vehicle is temporarily parked in the Continuing Easement Area for emergency response or maintenance of the Property;

   b. use pesticides or fertilizers on surfaces in the Continuing Easement Area without prior notice to and approval from City;

   c. use chloride salts on paved surfaces in the Continuing Easement Area without prior notice to and approval from City;

   d. alter the New Reservoir, penetrate the New Reservoir (including the roof, walls, or any ancillary structures) or penetrate membrane coatings without approval from the City of Evanston;

   e. perform any construction, renovations, and/or repair beyond the scope of normal maintenance to the Continuing Easement Area without submitting plans to the City for review and comment for its potential impact on the Reservoir (as part of the zoning and building permit process outlined in the City Code); and
f. make any changes to the Property that would violate any regulations set forth by the National and State bodies of the Environmental Protection Agency;

g. allow changes in surrounding elevations that would cause overland stormwater flow to be directed toward the New Reservoir.

2. Environmental.

a. The Parties shall comply with all Environmental Laws (hereinafter defined) and shall not cause or permit any Hazardous Substances (hereinafter defined) to be brought, kept or stored on or under the Property, and shall not engage in or permit any other person or entity to engage in any activity, operation or business in the Easement Areas that involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of Hazardous Substances, except as needed for the proper operation of the New Reservoir, including but not limited to City’s use of chlorine for the disinfection of the New Reservoir. If any such Hazardous Substances are spilled, leaked, discharged or otherwise released at the Property, City shall notify Northwestern of the release within twenty-four (24) hours, and City shall be solely responsible, at its sole cost and expense, for any other notification and response actions, and for any remediation, each as required by Applicable Law. Any such required remediation shall be completed as promptly as reasonably possible.

b. “Hazardous Substances” means all hazardous or toxic materials, substances, pollutants, contaminants, or wastes currently identified as a hazardous substance or waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), as amended, the Superfund Amendments and Reauthorization Act (“SARA”), the Resource Conservation and Recovery Act (“RCRA”), or any other federal, state or local legislation or ordinances applicable to the Property. As used in this Easement Agreement, “Environmental Laws” means all federal, state and local environmental laws, rules, statutes, directives, binding written interpretations, binding written policies, ordinances and regulations issued by any governmental authority and in effect on or after the date of this Easement Agreement with respect to or that otherwise pertain to or affect the Property, or any portion of the Property, the use, ownership, occupancy or operation of the Property, or any portion of the Property, or any owner of the Property, and as the same have been amended, modified, or supplemented from time to time, including but not limited to CERCLA, the Hazardous Substances Transportation Act (49 U.S.C. § 1802 et seq.), RCRA, the Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Radon and Indoor Air Quality Research Act (42 U.S.C. § 7401 note, et seq.), SARA, the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), comparable state and local laws, and any and all rules and regulations that are effective as of the date of this Easement Agreement, or become effective after the date of this Easement Agreement under any and all of the aforementioned laws.

c. Notwithstanding any other provision in this Easement Agreement, City shall defend, indemnify, and hold harmless the Northwestern Parties from any and all liability, losses, or damages (“Losses”) as a result of claims, demands, suits, actions, or proceedings of
any kind or nature, including without limitation costs, and fees, including attorney’s fees, judgments or settlements, (collectively “Claims”) resulting from or arising out of any violation of Environmental Law and/or release of Hazardous Substances by the City Parties or the City’s Contractors during the performance of the demolition, construction, repair or operation of the Project or New Reservoir. This provision shall survive completion, expiration, or termination of this Easement Agreement.

3. Covenants and Conditions. City covenants, warrants and agrees that with respect to the activities contemplated under this Easement Agreement that: (i) no waste or damage shall be committed upon or to the Easement Areas; (ii) the Easement Areas shall be used for only the purposes set forth herein; (iii) the Easement Areas shall not be used for any unlawful purpose and no violations of Applicable Laws or duly constituted authority shall be committed thereon; and (iv) City shall not do or permit to be done anything under the Easement Areas that may subject Northwestern to any liability for injury or damage to person or property, or result in a violation of any Applicable Laws. The Parties cannot assign or transfer its interest in or rights under this Easement Agreement without the prior, written consent of other party, said consent shall not be unreasonably withheld. Northwestern shall notify the City in writing not less than sixty (60) days following any assignment or transfer of Northwestern’s interest in this Easement Agreement.

4. Indemnification. City shall defend, indemnify, and hold harmless the Northwestern Parties from any and all Losses as a result of Claims resulting from or arising out of (i) any act or omission on the part of the City Parties (or any of them) during the Removal Activities, the Installation Activities, or the Use Activities, or (ii) any breach of the terms of this Easement Agreement by the City Parties (or any of them). Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Easement Agreement. This indemnification does not apply if the liability, loss or damage arises out of the gross negligence or willful act by Northwestern, its employees, contractors, and agents.

City agrees to cooperate in the event any litigation is brought against Northwestern by any party seeking to enjoin, restrain, or stop the Removal Activities, Construction Activities or Use Activities, as contemplated by this Agreement. Nothing contained herein shall be construed as prohibiting City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. City shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits.

5. Insurance.

a. From and after the Effective Date and during the Construction Period, the City will require its contractor to carry and maintain at their own cost with such companies as are reasonably acceptable to the City with review by Northwestern, the following insurance:

(i) Comprehensive General Liability Insurance including (i) broad form contractual liability, (ii) completed operations/product liability with a two year extension beyond completion and acceptance of such contract work, (iii) broad form
property damage including completed operations, (iv) X C & U exclusion deleted where applicable, and (v) bodily injury, including death.

(ii) Comprehensive Automobile Liability Insurance including the ownership, maintenance and operations of any automotive equipment owned, hired and non-owned, including loading and unloading of any automobile, which insurance shall insure the City Parties against any and all claims for bodily injury, including death resulting therefrom and damage to the property of others arising from its operations under its contract with the City, whether such operations are performed by City’s Contractors or by anyone directly or indirectly employed by any of them,

(iii) Owner’s Protective Liability Insurance insuring the City against any and all liability to third parties for damage because of bodily injury liability including death resulting therefrom, which may arise from the Construction Activities, and any other liability for damages which the City’s Contractors are required to insure under any provisions herein.

(iv) Worker’s compensation insurance covering City employees in an amount in conformance with statutory requirements, and employer’s liability insurance in the amount of $500,000.

All liability insurance required in (i), (ii) and (iii) above, shall have combined single limits of at least $5,000,000.00 and shall name the City and Northwestern as an additional insured. Such limits may be met with a combination of primary and excess (umbrella) policies. The coverage afforded the additional insureds shall be primary, non-contributory insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of City, and any other insurance maintained by such additional insureds shall be on an excess or contingent basis. All physical damage insurance shall be in amounts at least equal to the full replacement cost of the covered items and shall not be subject to the application of any coinsurance clauses or requirements. All policies shall waive rights of subrogation and recovery against Northwestern.

Following completion of construction and for the Continuing Easement Period referenced in 2(a), the City of Evanston is self-insured up to $1.25 Million and has excess coverage up to $20 Million. The City will issue a certificate of insurance, with these policy limits and policy numbers naming Northwestern University as additional insured. If the coverage limits change, the City will provide notification to Northwestern and issue a new Certificate of Insurance.

b. Prior to the Effective Date, and from time to time upon request by Northwestern, City will provide copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City’s contractor certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to Northwestern. City understands that the acceptance of certificates, policies and any other documents by the Northwestern in no way releases the City Parties or the City’s Contractors from the requirements set forth herein.
c. The City’s Contractors shall maintain, and, prior to the Commencement Date, shall provide to Northwestern insurance certificates evidencing, insurance coverage of the types and in the amounts set forth on Exhibit 5 attached hereto and made a part hereof or such other amounts and types reasonably requested by Northwestern and/or City. In the event that City’s Contractors (or any of them) fail to provide the required insurance, the City shall promptly purchase such insurance coverage for City’s Contractors. The City’s Contractors will include Northwestern and such other persons or entities as Northwestern may request as additional insureds on the City’s Contractors’ commercial general liability insurance policy, automobile liability insurance policy, and umbrella excess liability insurance policy covering the Project. The coverage afforded the additional insureds shall be primary insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the City’s Contractors, and any other insurance maintained by such additional insureds shall be on an excess or contingent basis. Any insurance maintained by City Contractors shall waive rights of subrogation and recovery against Northwestern.

6. Default. It shall be considered a “Default” under this Easement Agreement if either party fails to comply with any provision of this Easement Agreement and does not cure such failure within thirty (30) days following notice of such failure from the other party, except where such failure cannot reasonably be cured within such 30-day period, in which case if such party has begun and continues efforts to remedy the same within such 30-day period, then such additional time shall be given to remedy the failure (but not to exceed ninety (90) days). In the event of a Default, then, in addition to any other remedies set forth herein, the non-defaulting party may terminate this Easement Agreement by written notice to other party. In the event of a Default by City and upon notice from Northwestern, City will fill in the then existing reservoir (either the Existing Reservoir or the New Reservoir) located in the Easement Areas pursuant to plans approved by Northwestern. Such termination right shall be in addition to all rights and remedies available to either party at law or in equity.

7. Termination of 1934 Easement. The 1934 Easement is hereby terminated as of the Effective Date, and is of no further force or effect.

8. Third Party Beneficiaries; No Effect on Other Rights of the Parties. This Easement Agreement is not intended to and in no way confers any rights upon third parties. This Easement Agreement is not intended to and in no way confers any rights of access or use by the City to the Easement Areas except as specifically described herein.

9. 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 Easement Agreement, 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.

10. 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) overnight
courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to Northwestern:
Northwestern University
Attn: Office of General Counsel
633 N. Clark Street
Evanston, IL  60208
Phone: (847)491-5605

If to the City:
City of Evanston
Attn: City Manager
2100 Ridge Avenue
Evanston, Illinois 60201
Phone: 847.448.8175

With a copy to:
City of Evanston
Attn: Corporation Counsel
2100 Ridge Avenue
Evanston, IL 60201
Phone: 847.866.2937

11. **Entire Agreement.** This Easement Agreement shall constitute the entire contract between the parties and shall supersede any and all prior agreements between the parties hereto with respect to the granting use of the Easement Area to City. No modification, waiver or amendment of this Easement Agreement or any provision hereof shall be valid unless the same is in writing, and signed by both parties hereto.

12. **Counterparts.** This Easement Agreement 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 Easement Agreement.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed on the date first above written.

NORTHWESTERN UNIVERSITY:

Northwestern University
an Illinois corporation

By: ______________________________
Craig Johnson
Its Senior Vice President for Business and Finance

CITY:

THE CITY OF EVANSTON, ILLINOIS

By: ______________________________
Wally Bobkiewicz
Its: City Manager

STATE OF ILLINOIS )
COUNTY OF COOK ) SS.

I, ________________________________, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that __________________________, in his/her capacity as _______________ of Northwestern University, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such __________, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of ________________, 2018.

My Commission Expires:

__________________________________________
STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, ______________________, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Wally Bobkiewicz, as City Manager of the City of Evanston, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Wally Bobkiewicz, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said municipality, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of ________________, 2018.

My Commission Expires:

__________________________
EXHIBIT 1

PERMANENT EASEMENT AREA
EXHIBIT 1
PROPOSED EASEMENT

THAT PART OF LOT 1 IN NORTHWESTERN UNIVERSITY LAKEFRONT CAMPUS SUBDIVISION, BEING A
SUBDIVISION OF PART OF SECTION 7 AND 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 25, 2015 AS DOCUMENT NUMBER
1526829056 IN COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST
ZONE, NAD 83 (2011 ADJUSTMENT), DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S 89°16′57″ E ALONG THE NORTH LINE
OF SAID LOT 1, A DISTANCE OF 312.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 89°16′57″
E ALONG SAID NORTH LINE, A DISTANCE 169.06 FEET; THENCE S 0°01′26″ E, A DISTANCE OF 295.83 FEET;
THENCE N 89°48′28″ W, A DISTANCE OF 169.06 FEET; THENCE N 0°01′32″ E, A DISTANCE OF 297.38 FEET TO
THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. CONTAINING 50,142 SQUARE FEET OR 1.151 ACRES.
EXHIBIT 2

CONSTRUCTION EASEMENT AREA
THAT PART OF LOT 1 IN NORTHWESTERN UNIVERSITY LAKEFRONT CAMPUS SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 7 AND 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 25, 2015 AS DOCUMENT NUMBER 1526829056 IN COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD 83 (2011 ADJUSTMENT), DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S 89°16'57" E ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 302.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 89°16'57" E ALONG SAID NORTH LINE, A DISTANCE 210.66 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 49.45 FEET, AN ARC DISTANCE OF 5.22 FFET TO A POINT OF NON TANGENCY, THE CHORD OF SAID CURVE HAVING A LENGTH OF 5.22 FEET AND A BEARING OF S 4°51'25" W; THENCE S 6°32'54"W, A DISTANCE OF 54.02 FEET; THENCE S 1°47'47" W, A DISTANCE OF 207.01 FEET; THENCE S 5°36'46" W, A DISTANCE OF 13.82 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 117.10 FEET, AN ARC DISTANCE OF 61.68 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID CURVE HAVING A LENGTH OF 60.97 FEET AND A BEARING OF S 21°12'25" W; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 142.00 FEET, AN ARC DISTANCE OF 81.26 FEET TO A POINT OF NON TANGENCY, THE CHORD OF SAID CURVE HAVING A LENGTH OF 80.16 FEET AND A BEARING OF S 50°38'10" W; THENCE N 22°00'28" W, A DISTANCE OF 28.90 FEET; THENCE S 69°39'25" W, A DISTANCE OF 8.83 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 134.80 FEET, AN ARC DISTANCE OF 103.83 FEET TO A POINT OF NON TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 101.28 FEET AND A BEARING OF S 47°30'36" W; THENCE N 89°48'28" W, A DISTANCE OF 22.85 FEET; THENCE N 0°15'15" W, A DISTANCE OF 198.21 FEET; THENCE N 89°48'19" E, A DISTANCE OF 3.97 FEET; THENCE N 0°15'15" W, A DISTANCE OF 36.29 FEET; THENCE S 88°47'45" W, A DISTANCE OF 2.13 FEET; THENCE N 0°15'15" W, A DISTANCE 24.33 FEET; THENCE N 88°27'37"W, A DISTANCE OF 2.23 FEET; THENCE N 0°03'59" E, A DISTANCE OF 17.24 FEET; THENCE N 86°56'43" W, A DISTANCE OF 3.10 FEET; THENCE N 0°04'59" E, A DISTANCE OF 39.77 FEET; THENCE N 88°35'38" E, A DISTANCE OF 7.58 FEET; THENCE N 0°11'28" W, 67.77 FEET; THENCE N 88° 48'26" E, A DISTANCE OF 1.63 FEET; THENCE N 0°02'24" E, A DISTANCE OF 50.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. CONTAINING 77,285 SQUARE FEET OR 1.774 ACRES.
EXHIBIT 3

PRELIMINARY PLANS AND SPECIFICATIONS REQUIREMENTS

• Drawings depicting the Existing Reservoir and specifications setting forth the written requirements for materials, equipment, systems, standards and workmanship for the Removal Work and performance of related services, as prepared by an architect or engineer;

• Special project conditions and scope of Removal Work;

• A site plan showing, *inter alia*, the location and dimension of the New Reservoir, including access points for maintenance and repair thereof;

• Drawings of the New Reservoir to be installed and specifications setting forth the written requirements for materials, equipment, systems, standards and workmanship for the Installation Work and performance of related services, as prepared by an architect or engineer;

• Special project conditions and scope of Installation Work;

• Grading and drainage plans for the New Reservoir, including the invert elevation of all sanitary and storm sewer connections;

• Plans for the restoration of the Property (including, without limitation, the installation of a single, concrete cover);

• City’s Contractors’ (as hereinafter defined) sworn statement identifying by trade the names, addresses and telephone numbers of each subcontractor and supplier and the amount of each contract applicable to each such trade, and the total amount of the contracts between City and City’s Contractors.

• All such other information as may be reasonably required by Northwestern to enable it to approve the Construction Activities and to determine the location, scale, design character, style, component materials, and appearance of the New Reservoir and other improvements, and other characteristics deemed important to Northwestern.
EXHIBIT 4

CONSTRUCTION ACTIVITIES SCHEDULE

Construction activity cannot occur at all on the following dates:

1) Commencement (including the day before and the day after Graduation ceremonies) – June

2) Wildcat Welcome/Move-In Dates – Mid-September (Begins September 16, 2019 but dates for 2020 and beyond are not known).

3) Dillo Day – End of May or Early June

The exact dates for each of these events is not set for the next several years and can be provided to the City by Northwestern for the relevant years upon request. Northwestern reserves the right to add additional dates to this list on which construction activity cannot occur consistent with the terms of the Reservoir Easement Agreement.

DAYS IN WHICH CLASS IS IN SESSION

Dates on which classes are in session can be found at the link below. When class is in session, construction activity cannot occur prior to 8am as states in 1(i) of the Agreement.

https://www.registrar.northwestern.edu/calendars/planning-calendars.html
EXHIBIT 5

CITY CONTRACTOR INSURANCE REQUIREMENTS

Any City’s Contractor/s engaged for the Construction Activities shall purchase and maintain at such City’s Contractor's sole expense such insurance outlined below. Such City’s Contractor shall not commence any Construction Activities until all insurance required herein is obtained and proof is provided to City and Northwestern.

Northwestern University and its affiliates, officers, directors, trustees, agents, volunteers and employees shall be named as additional insureds on all policies of liability insurance required herein. General Liability coverage maintained by contractors and Subcontractors shall contain Additional Insured endorsement CG 2010 04/13, CG 2037 04/13 and CG 2038 04/13 or equivalent. The Commercial General Liability policy or policies and any excess or umbrella liability policy shall stipulate that the insurance afforded the Additional Insureds shall apply as primary insurance and that any other insurance carried by the additional insureds will be excess only and will not contribute with City’s Contractor’s insurance.

Each City’s Contractor shall furnish City with two (2) original Certificates of Insurance, with Northwestern University named as an additional insured, showing the following minimum coverage with an insurance company acceptable to City. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to Northwestern University. The foregoing Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to Northwestern University.

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<td>2. Explosion, Underground and Collapse Hazard</td>
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<td>3. Products/Completed Operations, which shall be maintained for a minimum of three years after completion</td>
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<td><strong>Professional Liability</strong></td>
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<td><strong>Contractor’s Pollution Liability</strong></td>
<td>If applicable based on scope of services</td>
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Insurance shall be placed with insurers which have an A.M. Best's rating of A- or higher and financial size category of VII or higher or which Northwestern deems acceptable. The general liability, automobile liability, workers’ compensation and umbrella or excess liability insurers shall waive all rights of recovery by subrogation against Northwestern University and its affiliates, officers, directors, trustees, agents, volunteers and employees.

Northwestern reserves the right to require copies of any insurance policies, certificates of insurance or endorsements required herein at any time. Failure of Northwestern or City to notify any City’s Contractor of any deficiencies in the required insurance policies or to request insurance policies or insurance certificates shall not relieve the City’s Contractor from the responsibility to provide the specified insurance coverages.
For City Council meeting of September 17, 2018

Item A19
Ordinance 98-O-18, Amending 7-2-6(D), Sidewalk Cafes & Class K Liquor Licensees
For Introduction and Action

Memorandum

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

From: Gary Gerdes, Building and Inspection Services Division Manager
       Mario Treto, Jr., Deputy City Attorney

Subject: Ordinance 98-O-18, Amending City Code Section 7-2-6(D), “Sidewalk Cafes,” Allowing Class K Liquor Licensees Sidewalk Cafes

Date: September 17, 2018

Recommended Action:
City staff submits to City Council for consideration Ordinance 98-O-18 which amends the City Code to permit sidewalk cafes at business establishments that hold Class K liquor licenses. **Alderman Revelle recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council.**

Summary:
City staff was directed to draft an ordinance amending the current sidewalk café ordinance to Class K liquor licensees classified as retail goods establishments to apply for a sidewalk café permit. The current sidewalk café ordinance only allows Type I restaurants, Type II restaurants, and wine shops with a Class K liquor license to apply for a sidewalk café permit. This Ordinance allows an all Class K liquor license holders to apply for a sidewalk café permit.

- All retail goods establishments with a Class K liquor license can apply for a sidewalk café permit. Applications are initially reviewed by the Public Works Department, followed by the Administration and Public Works Committee and City Council. City Council must approve or deny the sidewalk café permit. Section 7-2-6(D)(2)(c).
- A permit is required for a Class K liquor licensee to operate a sidewalk café. Section 7-2-6(D)(2)(d).
- The annual permit fee shall be in the amount of $200.00. Section 7-2-6(D)(3)(i).

Attachments:
Ordinance 98-O-18
98-O-18

AN ORDINANCE

Amending City Code Section 7-2-6(D), “Sidewalk Cafes,” Allowing Class K Liquor License Holders Sidewalk Café Permits

SECTION 1: Title 7, Chapter 2, Section 6(D) of the Evanston City Code of 2012, as amended (the “City Code”), is hereby further amended to read as follows:

(D) Sidewalk Cafes.

1. Definitions.

| BAKERY. | An establishment for any process of mixing, compounding and baking any bread, biscuits, crackers, rolls, cakes, pies, or any food products of which flour or meal is a principal ingredient, for sale at retail or at wholesale. |
| ENOTECA. | A wine shop classified as a retail goods establishment holding a valid City of Evanston Class K liquor license. |
| ICE CREAM STORE. | An establishment selling primarily ice cream, soda water, frozen yogurt and soft drinks. |
| OTHER LICENSED FOOD SERVICE ESTABLISHMENT or OTHER LICENSED RETAIL FOOD STORE. | An establishment licensed by the City of Evanston as a food service establishment or as a retail food store, under Title 8 of this Code, which is not a "bakery," an "ice cream store," a "restaurant type 1," or a "restaurant type 2," as defined in this Section. |
| RESTAURANT TYPE 1. | An establishment in which the principal use is the service of prepared food and beverages for consumption on the premises. All service of prepared food and beverages for consumption on the premises shall require customers to order at a table, booth or dining counter with service by a waiter or waitress at said table, booth or dining counter and also shall require the use of reusable (nondisposable) flatware and dishware. Drive-through facilities are prohibited. |
| RESTAURANT | An establishment in which the principal use is the |
TYPE 2. service of prepared food and/or beverages for consumption on and/or off the premises and that is not a "restaurant type 1" as defined in this Section. This definition shall not include establishments wherein incidental prepared food and beverage service is accessory to a bakery, food establishment, convenience store, food store establishment, meat market, or similar principal use nor shall it include cafeterias that are accessory to hospitals, colleges, universities, schools or other similar principal uses.

SIDEWALK CAFE. A dining area located partially or wholly on a public sidewalk or parkway.

2. Permits.

a. Type 1 Restaurants (Not Selling Alcoholic Liquor On The Sidewalk Cafe Premises), Bakeries, Or Ice Cream Stores More Than Two Hundred Feet From A Residentially Zoned District. Permits to rent sidewalk space for a sidewalk cafe shall only be granted to the licensed operator of restaurants, bakeries, or ice cream stores, as defined in Section 7-2-6(D)(1) when these uses are more than two hundred feet (200') from a residentially zoned district. Sidewalk cafes are not permitted at restaurants, bakeries or ice cream stores, or other licensed food service establishments, or other licensed retail food stores located in a residential district. The City Council may authorize sidewalk cafes appurtenant to a type 2 restaurant, and appurtenant to any restaurant, bakery, ice cream store, or other licensed food service establishment, or other licensed retail food store which is within two hundred feet (200') of a residentially zoned district and is not itself within a residential district subject to the procedures, standards, and regulations contained within Section 7-2-6(D)(2)(b) and Section 7-2-6(D)(6). The two hundred feet (200') shall be measured from the lot line of the parcel devoted to said sidewalk cafe to the residential zoning district boundary, inclusive of right-of-way.

b. Type 2 Restaurants, Other Licensed Food Service Establishments Or Other Licensed Retail Food Stores, And Any Licensed Food Service Establishment Or Licensed Retail Food Store Within Two Hundred Feet Of A Residentially Zoned District Or Type 1 Restaurant With An Alcoholic Liquor License Outside The Core Area And Desirous Of Selling Alcoholic Liquor On The Sidewalk Cafe Premises. Sidewalk cafe permits for type 2 restaurants, other licensed food service establishments or other licensed retail food stores, and any licensed food service establishment or licensed retail food store within two hundred feet (200') from a residentially zoned district...
zoned district, or type 1 restaurants with an alcoholic liquor license outside the "core area" as defined in Section 3-5-1 of this Code and desirous of selling alcoholic liquor on the sidewalk cafe premises as defined in Section 7-2-6(D)(1), also shall require the approval of the City Council. The Public Works Department shall review all applications for sidewalk cafes for type 2 restaurants, other licensed food service establishments or other licensed retail food stores, or type 1 restaurant with a liquor license outside of the "core area" desirous of selling alcoholic liquor on the sidewalk cafe premises and any licensed food service establishment or licensed retail food store within two hundred feet (200') of a residentially zoned district and report to the City Council upon each application with respect to the standards set forth below. The report is to include written findings of fact with respect to each standard and a recommendation as to whether the permit should be granted. Further, no less than ten (10) business days prior to review and consideration by the City Council, any type 2 restaurants, other licensed food service establishments or other licensed retail food stores, and any licensed food service establishment or licensed retail food store within two hundred feet (200') from a residentially zoned district, or type 1 restaurant with an alcoholic liquor license outside the "core area" desirous of selling alcoholic liquor on the sidewalk cafe premises must give notice of the review and consideration by the City Council by making a good faith effort to distribute flyers containing notice of the review and consideration by the City Council to all households, residents, and land users within two hundred fifty feet (250') of the subject property, and must post a sign notifying of same on the premises appurtenant to the sidewalk cafe. The posted notice and the flyered notice minimally shall contain the name and telephone number of the business for which the applicant is applying for the sidewalk cafe permit, the location of the subject property, the matter under consideration, and the date, time, and location of the review and consideration by the City Council and by the Administration and Public Works Committee of the City Council.

c. **Enoteca and Class K Liquor Licensees.** An enoteca or Class K liquor licensee requesting a sidewalk café permit requires approval by the Administration and Public Works Committee and the City Council. The process is as follows:

i. The Public Works Department shall review a sidewalk café application submitted by an enoteca or Class K liquor licensee.

ii. Public Works shall submit its recommendation to the Administration and Public Works Committee and City Council on each application with respect to the standards set forth in Section 7-2-6-(D)(6). The report must include written findings of fact with
respect to each standard and a recommendation as to whether the
permit should be granted.

iii. Any enoteca or Class K liquor licensee seeking to sell wine,
beer, or alcoholic liquor on the sidewalk at the premises must
provide written notice to all property owners within two hundred fifty
feet (250’) and post notice of the same on the premises applying for
the permit not less than ten (10) business days prior to review and
consideration by the City Council. The notices shall contain the
name and telephone number of the enoteca or Class K liquor
licensee applying for the sidewalk cafe permit, the location of the
subject property, the matter under consideration, and the date,
time, and location of the review and consideration by the City
Council and by the Administration and Public Works Committee of
the City Council.

iv. The City Council will approve or deny the sidewalk cafe permit
request.

d. Permit Required. No licensed operator of a restaurant, bakery, ice
cream store, or other licensed food service establishment or other
licensed retail food store shall erect, place or maintain in or upon
any public sidewalk or parking contiguous or adjacent to said
licensed restaurant, bakery, ice cream store, or other licensed food
service establishment or other licensed retail food store, tables,
benches or chairs for the purpose of serving to customers thereon,
food and/or beverages for consumption at such sidewalk tables,
benches or chairs unless a permit for the same shall have been first
obtained from the City Manager or his/her designee in the instance
of a type 1 restaurant, bakery or ice cream store, when the use is
more than two hundred feet (200’) from a residentially zoned
district, or with approval of City Council in the instance of a type 2
restaurant, other licensed food service establishment or other
licensed retail food store, or any licensed food service establishment or licensed retail food store within two hundred feet
(200’) of a residentially zoned district or type 1 restaurant with an
alcoholic liquor license outside the "core area", or an enoteca/Class
K liquor licensee desirous of selling alcoholic liquor on the sidewalk
cafe premises.

e. Term Of Permit. A licensed restaurant, bakery or ice cream store
operator or other licensed food service establishment or other
licensed retail food store operator or enoteca operator or Class K
liquor licensee annually may apply for and obtain a sidewalk cafe
permit. The sidewalk cafe permit shall be effective only for the
period April 1 through November 1 of the calendar year for which
the City has issued it.

f. Exception; Renewal. If a sidewalk cafe permit was issued for the
prior calendar year, the approval for a sidewalk cafe permit shall be
obtained from the City Manager or his/her designee, provided, the

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sidewalk cafe permit previously issued was not revoked or suspended, and the sidewalk cafe received no inspection citation(s) from property standards or the health department for said prior calendar year. The renewal application must satisfy the requirements set forth in Section 7-2-6(D)(3).

3. *Permit Application.* At the time of making application for a permit, the applicant shall furnish the following information to the City Manager or his/her designee:

   a. Name and mailing address of the applicant and the proposed sidewalk cafe.

   b. A detailed drawing to scale of the proposed site indicating the following: the existing facade; the points of ingress and egress; and the proposed location of the tables, chairs, serving equipment, planters, awnings, lighting, delimiting ropes or chains and other facilities to be included in the cafe operation. The detailed scale drawing must indicate the location of the existing public improvements including the following: fire hydrants, parking meters, streetlights, traffic signals, street signs, bus shelters, trees, tree grates, planting boxes and/or planting areas, and any other public or private obstruction. A plat of survey is required.

   c. A statement of use as type 1 or type 2 restaurant, ice cream store, bakery, or other licensed food service establishment or other licensed retail food store of the principal use or enoteca or Class K liquor licensee.

   d. A menu of the proposed service. Any restaurant which is prohibited by Section 7-2-6(D) from serving alcoholic beverages must provide evidence that the menu will so indicate.

   e. An indemnification and hold harmless statement in a form approved by the City.

   f. A certificate of insurance covering the period of the outdoor operations, including coverage of comprehensive general liability insurance and other appropriate coverage for these types of business activities in the amount of one million dollars ($1,000,000.00) per occurrence and five hundred thousand dollars ($500,000.00) per person. The City is to be named as an additional insured on the face of the certificate with an insurance company with a B+ rating or better. Any changes or cancellations shall require that the City be notified in writing at least thirty (30) days prior to the effective date of the change or cancellation. The certificate of insurance shall be subject to final approval by the City and the applicant shall make whatever amendments to said certificate if requested to do so by the City.

   g. A copy of a valid business license and liquor license (if applicable) issued by the City.
h. An acknowledgment that the applicant has received, reviewed, and understood the regulations pertaining to sidewalk cafes.

i. An annual permit fee in the amount of two hundred dollars ($200.00) plus one dollar ($1.00) per square foot of the public right-of-way to be occupied. In instances in which any licensed food service establishment or licensed retail food store has used the public right-of-way for a sidewalk cafe without the benefit of a permit issued by the City for such usage, the sidewalk cafe annual permit fee shall be increased by an additional two hundred dollars ($200.00) plus one dollar ($1.00) per square foot of the public right-of-way to be occupied.

4. **Unobstructed Passage.** At all times the operator of any licensed food service establishment or licensed retail food store shall:

a. Maintain a clear distance of a minimum of six (6) unobstructed feet in width, measured from the sidewalk curb and from any public improvements within the right-of-way, including, but not limited to, parking meters, signs, and planters to the ropes or chains delimiting the sidewalk cafe area as indicated on the approved permit.

b. Not interfere with the passage of pedestrians, vehicle flow, or access to buildings.

c. Not place sidewalk tables, benches, or chairs in a location that interferes with the operation of fire hydrants, pedestrian crosswalks, intersections, bus stops, or taxi stands, or in a location that is harmful to trees or other plantings.

d. Not utilize any of the required or nonrequired parking space area for sidewalk tables, benches, chairs, or other furniture and materials associated with the sidewalk cafe.

5. **Rules And Regulations For All Sidewalk Cafes.**

a. 

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

(2) Licensed restaurants, possessing an alcoholic liquor license of any classification, but located outside the "core area" as defined in Section 3-5-1 of this Code, unless otherwise permitted in Section 7-2-6(D)(5)(a)(3), and all type 2 restaurants, are prohibited from serving alcoholic liquor on the sidewalk cafe premises or allowing any patron to consume or have in his or her possession, any alcoholic
liquor on said cafe premises. Licensed restaurants outside the core area which serve alcoholic liquor in the principal establishment, unless otherwise permitted in Section 7-2-6(D)(5)(a)(3), and type 2 restaurants which serve alcoholic liquor in the principal establishment shall clearly state on the menu for outdoor service that the sale and/or consumption of alcoholic liquor is prohibited.

(3) Licensed type 1 restaurants, possessing an alcoholic beverage license of any classification, but located outside the "core area," may request a sidewalk cafe permit which allows the sale of alcoholic liquor on sidewalk cafe premises subject to the standards and procedures of Section 7-2-6(D)(6) and in compliance with all other applicable provisions of this Code.

(4) An enoteca possessing a Class K liquor license may sell wine within the boundaries of the sidewalk cafe premises.

(5) A Class K liquor licensee may sell beer, wine, or liquor within the boundaries of the sidewalk cafe premises.

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

c. Reusable, nondisposable flatware, dishware and beverage containers, are required for use in association with all sidewalk cafes. No food or beverage, including water, shall be served in, on, or with single use paper, plastic, or polystyrene plastic dishes or utensils, nor shall any food or beverage be served to the customer wrapped or packaged in foil, paper, plastic, or polystyrene plastic. The prohibition on the use of single use dishes, utensils, beverage containers or foil, paper, plastic, or plastic wrapping or packaging may be waived by the City Council upon a showing of good cause. Such good cause includes, but is not limited to, provisions of table bus service, a litter control and disposal plan, or equivalents, sufficient to obviate any adverse off site effects of the grant of the waiver.

d. When associated with type 1 restaurants, food or beverages consumed at sidewalk tables, benches, or chairs must be served by a waiter or waitress of the restaurant at said tables, benches, or chairs. When associated with type 2 restaurants, bakeries, ice cream stores or any other licensed food service establishment or other licensed retail food store, a sidewalk cafe shall provide bus service during all hours of operation. When associated with enotecas or Class K liquor licensees, food or beverages consumed at sidewalk tables, benches, or chairs must be served by a waiter or waitress of the enoteca or Class K liquor licensee at said tables, benches, or chairs.
e. The operator of any licensed food service establishment or licensed retail food store or enoteca must maintain the exterior of the premises, including the sidewalk cafe area, in accordance with applicable regulations of the Evanston health department and public works department. This duty to maintain extends to the removal of all litter, regardless of its source.

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

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

h. A sidewalk cafe shall not be open for business when the interior aspect of the business is not open for business.

i. The outdoor seating area shall be accessible to the disabled, and the licensee shall at all times comply with all applicable federal, state, and City laws, ordinances, and regulations concerning accessibility and nondiscrimination in the providing of services.

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

k.Except for an enoteca business or Class K liquor license establishment, alcohol will only be served at sidewalk cafes in conjunction with a full meal. The sidewalk cafe shall not function as a "bar," as that term is defined in Section 3-5-1, the City's liquor control regulations, of this Code.

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

m. Any violation of the City's liquor control regulations at the sidewalk cafe premises may result in the revocation of the liquor license for the entire licensed premises in accordance with the provisions of Title 3, Chapter 5 of this Code.

n. Revocation or suspension of a sidewalk cafe permit by the City Manager or his/her designee pursuant to Section 7-2-6(D)(7) prohibits service of alcoholic liquor on the sidewalk cafe premises for the duration of the revocation or suspension.

6. Standards And Procedures For Approval Of A Permit For A Sidewalk Cafe For A Type 2 Restaurant, Other Licensed Food Service Establishment, Other Licensed Retail Food Store, Type 1 Restaurant Within Two Hundred Feet Of A Residentially Zoned District, Or A Type 1 Restaurant With An Alcoholic Liquor License Outside The Core Area And Desirous Of Selling Alcoholic Liquor On The Sidewalk Cafe Premises Or an Enoteca or a Class K Liquor Licensee. The Public Works Department will review all applications for sidewalk cafes for type 2 restaurants, other licensed food service establishments or other licensed retail food stores, or any licensed food service establishment or licensed retail food store which is
within two hundred feet (200') of a residentially zoned district, or type 1 restaurant with a liquor license outside of the "core area" and desirous of selling alcoholic liquor or an enoteca or Class K liquor licensee that wants to sell wine on the sidewalk cafe premises and will report to the City Council upon each application with respect to the standards set forth below. The City Council after receiving the report of the Public Works Department, may refer the application back to the Public Works Department for additional review, or, by motion, may approve, approve with conditions, or disapprove, an application for a permit for a type 2 restaurant, or other licensed food service establishment or other licensed retail food store, or any licensed food service establishment or licensed retail food store which is within two hundred feet (200') of a residentially zoned district, or type 1 restaurant with a liquor license outside of the "core area" and desirous of selling alcoholic liquor or an enoteca or Class K liquor licensee that wants to sell wine on the sidewalk cafe premises, upon findings of fact with respect to each of the standards set forth below:

a. The proposed sidewalk cafe will not cause a negative cumulative effect when its effect is considered in conjunction with the cumulative effect of other sidewalk cafes in the immediate neighborhood.

b. The proposed sidewalk cafe will not cause undue pedestrian or vehicular traffic congestion.

c. The sidewalk cafe will not have a substantial adverse impact on the use, enjoyment or property values of adjoining properties.

d. The proposed sidewalk cafe will comply with all the rules and regulations contained herein, except that the City Council may modify, or waive the requirements in Section 7-2-6(D)(5)(c). Sidewalk cafes serving alcoholic liquor must comply with the City's liquor control regulations.

e. For sidewalk cafes licensed in the previous year, any failure to comply with the provisions of Section 7-2-6(D) or with the City's liquor control regulations during that year are not likely to have an adverse effect upon the public health, welfare, or safety in the year for which permission is sought to serve alcoholic liquor at the sidewalk cafe.

f. The proposed sidewalk cafe is not likely to have an adverse effect upon the public health, welfare, or safety.

g. For type 1 restaurants outside the core area not located within one block of a parking lot with spaces available during hours of operation of the sidewalk cafe in numbers to accommodate one vehicle for each table in the sidewalk cafe, the applicant seeking permission to sell alcoholic beverages at a sidewalk cafe must provide and maintain valet parking service utilizing a dedicated off street parking facility. Each such restaurant must actively encourage its customers to park in the garage, not on the street.
h. All permitted sidewalk café staff serving alcohol to sidewalk café patrons shall acknowledge and abide by all City and State BASSET requirements.

Notwithstanding an affirmative finding on any or all of the standards in Section 7-2-6(D)(6), the City Council may deny a permit for a sidewalk cafe for a type 2 restaurant, or other licensed food service establishment or other licensed retail food store, or any licensed food service establishment or licensed retail food store which is within two hundred feet (200') of a residentially zoned district, or may deny permission to sell alcoholic beverages on the sidewalk cafe premises of a type 1 restaurant with an alcoholic liquor license outside of the "core area" or an enoteca or Class K liquor licensee upon a finding that such denial is in the public interest.

7. **Revocation And Suspension.** The City Manager or his/her designee may revoke or suspend a permit for any sidewalk cafe at any time upon a determination that the requirements applicable thereto are not met. Unless the public health, welfare, or safety requires more immediate action, revocation and suspension are effective forty eight (48) hours after written notice is delivered to the restaurant, bakery, ice cream store or other licensed food service establishment or other licensed retail food store. No hearing is provided. A licensed restaurant, bakery, ice cream store or other licensed food establishment or other licensed retail food store operator whose sidewalk cafe permit is revoked is not eligible to reapply for a permit during the calendar year of revocation. The City Manager or his/her designee may impose conditions on reinstatement of a suspended permit or upon the grant of a permit to a licensed food service establishment, retail food store operator, or enoteca or Class K liquor licensee whose sidewalk cafe permit has been revoked within the previous two (2) calendar years.

8. **Legal Effect.** In the event of a conflict between the regulations in the zoning ordinance and the regulations contained herein, the regulations in this Chapter shall be controlling with respect to sidewalk cafes.

**SECTION 2:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3:** If any provision of this ordinance or application thereof to any person or circumstance is 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.

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

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _________________, 2018
Adopted: _________________, 2018
Approved: ______________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest: 
Approved as to form:

_______________________________
Devon Reid, City Clerk

Michelle L. Masoncup, Corporation Counsel
Memorandum

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

From: Michelle L. Masoncup, Corporation Counsel
      Theresa Whittington, Liquor Licensing Manager & Legal Analyst

Subject: Ordinance 85-O-18, Decreasing the Number of Class C Liquor Licenses for Bandana Entertainment, LLC dba Bat 17, 1709 Benson Avenue

Date: August 29, 2018

Recommended Action:
Staff recommends City Council adoption of Ordinance 85-O-18, amending Evanston City Code Subsection 3-4-6-(C) to decrease the number of Class C Liquor Licenses from twenty-four (24) to twenty-three (23). Alderman Fiske recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.

Livability Benefit:

Summary:
Ordinance 85-O-18 amends Evanston City Code of 2012 Subsection 3-4-6-(C), as amended, to decrease the number of authorized Class C liquor licenses from twenty-four (24) to twenty-three (23). Bandana Entertainment, LLC, dba Bat 17, 1709 Benson Avenue has been sold to Tereneo 3634, LLC. This Ordinance amends the City Code to reflect the decrease in Class C liquor licenses.

Attachments:
Ordinance 85-O-18
AN ORDINANCE

Amending City Code Section 346-(C) to Decrease the Number of Class C Liquor Licenses from Twenty-Four to Twenty-Three (Bandana Entertainment, LLC dba Bat 17, 1709 Benson Avenue)

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

SECTION 1: Class C of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>C</th>
<th>Hotel or Restaurant</th>
<th>Liquor</th>
<th>None</th>
<th>$4,300</th>
<th>$4,300</th>
<th>$4,300</th>
<th>2423</th>
<th>Core</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 2: Subsection 346-(C) of the Evanston City Code of 2012, as amended, is hereby further amended by decreasing the number of Class C liquor licenses from twenty-four (24) to twenty-three (23) to read as follows:

(C) CLASS C licenses, which shall authorize the sale on the premises specified of alcoholic liquor only for consumption on the premises while food is available. Such licenses may be issued only to hotels or restaurants in the core area. Establishments holding Class C licenses must have some food service available when alcoholic liquor is being sold. The meanings of "hotel," "restaurant," and "core area" shall be as defined in 3-4-1 of this Chapter.
1. The sale of alcoholic liquor shall not take place between the hours of 1:00 a.m. and 11:00 a.m., except that sales may be made up to 2:00 a.m. on Friday, Saturday, Sunday mornings and up to 2:00 a.m. on the mornings of January 1, Memorial Day, July 4, Labor Day and Thanksgiving; however, no such sales shall be made between 2:00 a.m. and 10:00 a.m. on Sunday.

2. A licensee operating a licensed restaurant which leases space in a hotel, may sell alcoholic liquor to registered guests of that hotel. Any alcoholic liquor sold must be consumed on the premises of the hotel, and be sold while food service is available in the restaurant or hotel.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license shall be four thousand three hundred dollars ($4,300.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of 3-4-7 of this Chapter, shall be four thousand five hundred fifteen dollars ($4,515.00).

No more than twenty-four (24) twenty-three (23) such license(s) shall be in force at any one (1) time.

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

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018

Adopted: _________________, 2018

Approved: ___________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

______________________________
Michelle L. Masoncup, Corporation Counsel
Memorandum

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

From: Michelle L. Masoncup, Corporation Counsel
      Theresa Whittington, Liquor Licensing Manager & Legal Analyst

Subject: Ordinance 86-O-18, Decreasing the Number of Class C Liquor Licenses for Tereneo 3634, LLC dba Bat 17, 1709 Benson Avenue.

Date: August 29, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 86-O-18, amending Evanston City Code Subsection 3-4-6-(C) to increase the number of Class C Liquor Licenses from twenty-three (23) to twenty-four (24) and permit issuance of a Class C license to Tereneo 3634, LLC dba Bat 17, 1709 Benson Avenue. Alderman Fiske recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.

Livability Benefit:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 86-0-18 will permit Tereneo 3634, LLC dba Bat 17 ("Company") to retail sale of alcoholic liquor in a hotel to restaurant in the core area only to persons of at least twenty-one (21) years of age for consumption on the premises. Company representative Sylvia Jimenez submitted application materials.

Legislative History:
At the August 29, 2018 Liquor Control Review Board meeting, Company requested consideration of application for a Class C liquor license.

-----------------------------------------------
Attachments:
Ordinance 86-O-18
Application
Minutes of the August 29, 2018 Liquor Control Review Board meeting.
AN ORDINANCE

Amending City Code Section 346-(C) to Increase the Number of Class C Liquor Licenses from Twenty-Three to Twenty-Four
(Tereneo 3634, LLC dba Bat 17, 1709 Benson Avenue)

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

SECTION 1: Class C of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>C</th>
<th>Hotel or Restaurant</th>
<th>Liquor</th>
<th>None</th>
<th>$4,300</th>
<th>$4,300</th>
<th>$4,300</th>
<th>2324</th>
<th>Core</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11 a.m. — 1 a.m. (Mon-Wed); 11 a.m. — 2 a.m. (Thurs-Sat); 10 a.m. — 1 a.m. (Sun); 11 a.m. — 2 a.m. on New Year’s Day, Memorial Day, Fourth of July, Labor Day and Thanksgiving</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 2: Subsection 346-(C) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class C liquor licenses from twenty-three (23) to twenty-four (24) to read as follows:

(C) CLASS C licenses, which shall authorize the sale on the premises specified of alcoholic liquor only for consumption on the premises while food is available. Such licenses may be issued only to hotels or restaurants in the core area. Establishments holding Class C licenses must have some food service available when alcoholic liquor is being sold. The meanings of "hotel," "restaurant," and "core area" shall be as defined in 3-4-1 of this Chapter.
1. The sale of alcoholic liquor shall not take place between the hours of 1:00 a.m. and 11:00 a.m., except that sales may be made up to 2:00 a.m. on Friday, Saturday, Sunday mornings and up to 2:00 a.m. on the mornings of January 1, Memorial Day, July 4, Labor Day and Thanksgiving; however, no such sales shall be made between 2:00 a.m. and 10:00 a.m. on Sunday.

2. A licensee operating a licensed restaurant which leases space in a hotel, may sell alcoholic liquor to registered guests of that hotel. Any alcoholic liquor sold must be consumed on the premises of the hotel, and be sold while food service is available in the restaurant or hotel.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license shall be four thousand three hundred dollars ($4,300.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of 3-4-7 of this Chapter, shall be four thousand five hundred fifteen dollars ($4,515.00).

No more than twenty-three (23) twenty-four (24) such license(s) shall be in force at any one (1) time.

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

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018

Adopted: _________________, 2018

Approved: _____________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest: __________________________
Devon Reid, City Clerk

Approved as to form:

_______________________________
Michelle L. Masoncup, Corporation Counsel
# City of Evanston

## Application for Liquor License

### Date:
- 6/29/2018

### Liquor Class:
- C

### Initial license Fee:
- 4,300

### Corporation name:
- TERENEO 3634 LLC

### Business name:
- BAT 17

### Previous business name (if dba changed):
- BAT 17

### Business address (city, state, zip code):
1707 BENSON, EVANSTON, IL
1709 BENSON, EVANSTON, IL

### Business telephone:
- 847-733-7117

### Business website:
- BAT17

### Business Email:
- Sylvia.bkproductions@gmail.com

### Illinois business tax number:
- [Redacted]

### Address applying for liquor license (exact street address):
1707 BENSON
1709 BENSON

### Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):

### Is the business required to be located within the *Retail Package Store Area*?
- Yes
- No

If yes, is it located within the *Retail Package Store Area*?
- Yes
- No

### Business type:
- Restaurant
- [ ] Hotel
- [ ] Package Store
- [ ] Grocery Store
- [ ] BrewPub
- [ ] Craft Distillery
- [ ] Craft Brewery
- [ ] Craft Winery
- [ ] Other (explain):

Describe the nature of the business / kind of business:

### FULL SERVICE FOOD RESTAURANT

### Liquor to be served and/or sold:
- [ ] Coholic liquor
- [ ] Beer & Wine only
- [ ] Beer Only
- [ ] Wine only

### Days and times liquor is served:

<table>
<thead>
<tr>
<th>Day</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 AM</td>
<td>11:00 AM</td>
<td>11:00 AM</td>
<td>11:00 AM</td>
</tr>
<tr>
<td>Sunday</td>
<td>to 1 AM</td>
<td>to 1:00 AM</td>
<td>to 1:00 AM</td>
</tr>
<tr>
<td>Thursday</td>
<td>11:00 AM</td>
<td>11:00 AM</td>
<td>11:00 AM</td>
</tr>
<tr>
<td></td>
<td>to 2:00 AM</td>
<td>To 2:00 AM</td>
<td>To 2:00 AM</td>
</tr>
</tbody>
</table>

### Liquor will served or sold by:
- [ ] Glass
- [ ] Bottle
- [ ] Can
- [ ] Waitstaff
- [ ] Over the counter

City of Evanston Liquor License Application (Rev. 12/21/12)
### 4. Business Information (for restaurants)

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant?</th>
<th>□ yes □ no</th>
</tr>
</thead>
<tbody>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 5.</td>
<td></td>
</tr>
</tbody>
</table>

| B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served? | □ yes □ no |

| C. Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food? | □ yes □ no |

| D. How many tables are or will be in the restaurant? What is the seating capacity? |  |

| E. Is there an existing or proposed menu? If your response is "no," please create a proposed menu before applying. If your response is "Yes," please attach the menu. | □ yes □ no |

| F. Does the restaurant currently hold or has applied for a City of Evanston food license? If your response is "Yes," what is the expected issue date? | □ yes □ no |

**Operating Restaurant.**

### 5. Business Information (for hotels)

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?</th>
<th>□ yes □ no</th>
</tr>
</thead>
<tbody>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 6.</td>
<td></td>
</tr>
</tbody>
</table>

| B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served? | □ yes □ no |

| C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food? | □ yes □ no |

| D. Does the hotel have at least 50 regular rooms for transients? | □ yes □ no |

| E. Does the hotel currently hold or has applied for a City of Evanston food license? If your response is "Yes," what is the expected issue date? | □ yes □ no |

### 6. Business Information (for package stores)

| A. Does the applicant seek to sell liquor upon the premises of a package store? If your response is "No," skip this section and proceed to section 7. | □ yes □ no |

| B. Is the package store premises located in the "retail package store area" as defined by the attached map? | □ yes □ no |

| C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises? | □ yes □ no |

| D. Has the applicant reviewed the Liquor Code definition of a "package store"? | □ yes □ no |

### 7. Business Information (for grocery stores)

| A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store? If your response is "No," skip this section and proceed to section 8. | □ yes □ no |

| B. Does the grocery store premises consist of a grocery store and combination store under one roof? | □ yes □ no |

| C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximately how many square feet are provided? sq.ft. | □ yes □ no |
City of Evanston annual Liquor License Application

D. Does the grocery store currently hold or has applied for a City of Evanston food license? □ yes □ no
   If your response is “Yes,” what is the expected issue date? ___________

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and liquor upon the premises of a BrewPub? If your response is “No,” skip this section and proceed to section 9.</th>
<th>□ yes □ no</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Does the brewpub premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>C. Does the brewpub provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>D. How many tables are or will be in the brewpub? _____ What is the seating capacity? _____</td>
<td></td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “No”, please create a proposed menu before applying. If your response is “Yes,” please attach the menu.</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>F. Does the brewpub currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? _____ If “No” provide date when you will apply: _____</td>
<td>□ yes □ no</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>S. (Craft Distillery)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Distillery? If your response is “No,” skip this section and proceed to section 10.</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>B. Does the craft distiller possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license: _____</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>C. Does the craft distiller intend to have a tasting room? If “Yes”, What is the seating capacity? _____</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>D. Has the applicant reviewed the Liquor Code definition and class description of a “craft distiller”?</td>
<td>□ yes □ no</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>T. (Craft Brewery)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Brewery? If your response is “No,” skip this section and proceed to section 11.</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>B. Does the craft brewery possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license: _____</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>C. Does the craft brewery intend to have a tasting room? If “Yes”, What is the seating capacity? _____</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>D. Does the craft brewery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>F. Does the craft brewery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? _____</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>G. Has the applicant reviewed the Liquor Code definition and class description of a “craft brewery”?</td>
<td>□ yes □ no</td>
</tr>
</tbody>
</table>
### City of Evanston annual Liquor License Application

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Winery? If your response is “No,” skip this section and proceed to section 12.</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>B. Does the craft winery possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain your license.</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>C. Does the craft winery intend to have a tasting room? If “Yes”, what is the seating capacity?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>D. Does the craft winery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>F. Does the craft winery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>G. Has the applicant reviewed the Liquor Code definition and class description of a “craft winery”?</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

### Additional Information

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the corporation own the premises for which this liquor license is being sought? If your response is “Yes,” attach a copy of ownership and proceed to section 13.</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>C. What is the period covered by the lease? 2018 to 2023</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>D. What is the name of the Landlord? GALLERIA LLC</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>E. What is the address of the Landlord? (please include city, state, and zip code.)</td>
<td>☑</td>
<td>☐</td>
</tr>
</tbody>
</table>

### Additional Questions

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Has the owner or any relative had a business or liquor license revoked?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>D. Does the owner/officer (s) owe any debt or unpaid tax to the City of Evanston? If yes, explain:</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below.</td>
<td>☑</td>
<td>☐</td>
</tr>
</tbody>
</table>

**Application: Page 4 of 16**

283 of 793
City of Evanston annual Liquor License Application

I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

Signature of Applicant

Date

0:28:18
City of Evanston
Liquor License Application

AFFIDAVIT

State of IL  )
County of DU Page  )

The undersigned hereby makes application for a Class ____ liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

Signature of Applicant

Subscribed and sworn to before me this 24th day of June 2018

Signature of Applicant

Notary Public

(Seal)

"OFFICIAL SEAL"
JOHN E TAYLOR
Notary Public - State of Illinois
My Commission Expires Sept. 20, 2020
CITY OF EVANSTON  
Cook County, Illinois  

CORPORATE SURETY BOND  
(Supplement B)  

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, TERENEIO 3634, LLC DBA BAT 17  
(Corporation)  

____________________________, of the City of EVANSTON, County of  

____________________________, and State of ILLINOIS, a corporation organized and existing under the laws of the State of ILLINOIS,  

as Principal and The Ohio Casualty Insurance Company  
(Name of Surety Company)  

organized and existing under the law of the State of New Hampshire, and licensed to do business in the City of Evanston, County of Cook, and State of Illinois, hereinafter called the sureties, are held and firmly bound unto the City of Evanston, a municipal corporation, in the sum of TWENTY-FIVE HUNDRED AND NO/100 DOLLARS, for the payment whereof to the City of Evanston, the principal and said sureties bind themselves, their heirs, executors, administrators, and assigns jointly and severally firmly by these presents. Signed, sealed, and dated this 5th DAY OF July, 2018.  

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control Commissioner of the City of Evanston under the provision of the Title 3, Chapter 4, relating to the Sale of Alcoholic Liquor, of the Municipal Code of the City of Evanston, recodified August 2012, and amendments thereto, which license will expire on the 5th DAY OF July, 2019.  

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall comply with all the provisions of Title 3, Chapter 4, of the Municipal Code of the City of Evanston hereinbefore described, and any and all other ordinances of the City of Evanston relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance; and if said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or which may hereafter be in force in the City of Evanston affecting the operation of said business, then this obligation shall be void; otherwise it shall remain in full force and effect.
PRINCIPAL

TERENEO 3634, LLC DBA BAT 17

Signed, sealed, and dated this _____ DAY OF ________, ________.
By: 
Title: 
State of: 
County of: 

(affix seal)

SURETIES

Signed, sealed, and dated this 5th DAY OF July, 2018.
By: WILLIAM C MCBRIDE
Title: Attorney-in-Fact
State of: 
County of: 

(affix seal)

State of: IL
County of: Cook

ACKNOWLEDGEMENT OF CORPORATE SURETY

The foregoing instrument was acknowledged before me
by WILLIAM C. MCBRIDE
this 5th day of July, 2018.

Notary Signature

OFFICIAL SEAL
FA RIVERA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/21/18

Rev. 11/12/2012
Corporate Surety Bond
2

LMS45333 3/13

287 of 793
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Safety Bond Number: 328587289  Principal: TERENEO 3614, LLC DBA BAT 17

Bond Amount ($2,500.00) Two Thousand Five Hundred Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that the Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the “Company”), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, WILLIAM C. McBRIDE

all in the city of Forest Park, state of IL, each individually, if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, and as its officers, agents and attorneys, all bonds, recognizances and other surety obligations. In pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.

The Ohio Casualty Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing Instrument for the purposes therein contained by signing on behalf of the Corporations by himself as duly authorized officer.

IN WITNESS WHEREOF: I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

By: [Signature]

Teresa Pastella, Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Upper Merion Township, Montgomery County
My Commission Expired March 28, 2021
Member, Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE II - OFFICERS - Section 12, Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution, such Instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Chief, the Chairman, or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the By-laws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee L. Llewelyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Company, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 5th day of July, 2018.

By: [Signature]

Renee L. Llewelyn, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Renee L. Llewelyn, Notary Public
Upper Merion Township, Montgomery County
My Commission Expired March 28, 2021
Member, Pennsylvania Association of Notaries

To confirm the validity of this Power of Attorney call 800-844-2663 between 8:00 am and 7:30 pm EST on any business day.

POAUPDATECC

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CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER

NCI Insurance Agency
116-120  W Hopkins Rd
Park Ridge, IL 60068

CONTACT

PHONE       FAX
NCI, Inc.  (847) 282-2200
Mail:  N/A
Address:  N/A

INSURED

Terraero 3834 LLC
1707-09 Benson St.
Evanson, IL 60201

INSCRIBER A: Stonesgate Ins
INSCRIBER B:
INSCRIBER C:
INSCRIBER D:
INSCRIBER E:
INSCRIBER F:

COVERAGE

CERTIFICATE NUMBER: 07/06/2018
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
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<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
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DESCRIPTION OF OPERATIONS: LICENSOR PH 2000057522

CERTIFICATE HOLDER

City of Evanston
2100 Ridge Road
Evanston, IL 60201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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# CORPORATE INFORMATION FORM

(Supplement A)

<table>
<thead>
<tr>
<th>Name of Corporation/Partnership:</th>
<th>TERENO LLC 3634</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Address:</td>
<td>376 JENICE COURT, WEST CHICAGO, IL 60185</td>
</tr>
<tr>
<td>Corporate Ph #:</td>
<td>630-360-7339</td>
</tr>
<tr>
<td>Corporate Email:</td>
<td><a href="mailto:SYLVIA.BKPRODUCTIONS@GMAIL.COM">SYLVIA.BKPRODUCTIONS@GMAIL.COM</a></td>
</tr>
<tr>
<td>FEIN</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date Corporation/Partnership was Organized:</th>
<th>5/2/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Articles of Incorporation/ Organization filed:</td>
<td>ILLINOIS</td>
</tr>
<tr>
<td>Date Articles of Incorporation/Organization filed with Secretary of State:</td>
<td>5/2/2018</td>
</tr>
<tr>
<td>Date Certification of Incorporation/Organization was issued by Secretary of State:</td>
<td>5/2/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Are there any amendments to Articles of Incorporation? (if yes, provide date filed)</th>
<th>□ Yes □ No</th>
</tr>
</thead>
</table>

Date Amendment Filed

What are the total shares of stock created by this Corporation? 1000

| SYLVIA JIMENEZ | 100 |

<table>
<thead>
<tr>
<th>Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors?</th>
<th>□ Yes □ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If no, explain: IT IS BEING CREATED AT TIME OF APPLICATION FOR LIQUOR LICENSE BEING FILLED OUT.</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Has the Corporation attached evidence of Good Standing with the State of Illinois?</th>
<th>□ Yes □ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If no, explain:</td>
<td></td>
</tr>
</tbody>
</table>

| Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization? | □ Yes □ No |
|--------------------------------------------------------------------------------------------|
| If no, explain: REYNA UGALDE AND OLGA JIMENEZ WILL PURCHASE AT A LATER TIME, THEY ARE WAITING TO RECEIVE FUNDS FROM OTHER BUSINESS SALE. |

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date:

What is the objective of Corporation? OBTAIN A LIQUOR LICENSE FOR CITY OF EVANSTON TO CONTINUE ON THE GROWTH OF A LOCAL GEM OF TWELVE YEARS. BAT 17.
City of Evanston annual Liquor License Application

| Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation? | ☒ Yes | ☐ No |

City of Evanston Liquor License Application (Rev. 03/05/2015)
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that TERENE0 3634 LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MAY 02, 2018, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, I here to set my hand and cause to be affixed the Great Seal of the State of Illinois, this 12TH day of JULY A.D. 2018.

Jesse White
SECRETARY OF STATE
1. Limited Liability Company Name: **TERENEO 3634 LLC**

2. Address of Principal Place of Business where records of the company will be kept:
   376 JENICE CT
   WEST CHICAGO, IL 60185

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:
   
   SYLVIA JIMENEZ
   376 JENICE CT
   WEST CHICAGO, IL 60185-2987

5. Purpose for which the Limited Liability Company is organized:
   "The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:
   
   JIMENEZ, SYLVIA
   376 JENICE CT
   WEST CHICAGO, IL 60185

8. Name and Address of Organizer
   I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

   Dated: MAY 02, 2018
   
   SYLVIA JIMENEZ
   376 JENICE CT
   WEST CHICAGO, IL 60185

   This document was generated electronically at www.cyberdrivelines.com
LLC Articles of Organization

Receipt page

Your application to file limited liability company Articles of Organization has been received and payment processed. Please allow 24 business hours for the processing of your application.

You can check the status of your submission at [https://www.illinois.gov/bseciday/pease.jsp](https://www.illinois.gov/bseciday/pease.jsp) by using the Packet and Authorization Numbers provided below. If you experience any difficulty in obtaining the status of your application, please contact the Web Master at webmaster@isnet.org.

<table>
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<tr>
<th>Proposed Name: TERENEO 9634 LLC</th>
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<tr>
<td>Packet Number: 1552168794464635</td>
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<tr>
<td>Authorization Number: 000909C</td>
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<tr>
<td>Payment Date: 05-22-2018</td>
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<tr>
<td>Total Fees: $255.00</td>
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<tr>
<td>Payment Type: CREDIT CARD</td>
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</tbody>
</table>

BACK TO CONNECTILLINOIS.COM HOME PAGE
Illinois BASSET
SELLER / SERVER CERTIFICATION

Trainee Name: sylvia jimenez
Date of Completion: 08/29/2018

School Name:
360training.com dba Learn2Serve

I, 

[Signature]

 certify that the above named person successfully completed an approved Learn2Serve Seller/Server course.

This course provides necessary knowledge and techniques for the responsible serving of alcohol.

This is your temporary certificate of completion. You will receive your official card in the mail. Please forward all questions to support@360training.com.
BASSET Card

OLGA JIMENEZ
1260 THOMAS DRIVE
WEST CHICAGO IL 60185

July 18, 2016
Letter ID: L1676120208
License No.: 5A-0105312
Expiration Date: 7/5/2019
License Type: Basset Card

Your “Student ID number” is: 2458818
Your “Trainer’s ID number” is: 5A-0105312
Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your “Student ID number” directly above to re-print your card.

IMPORTANT:
To re-print your card, visit the Illinois Liquor Control Commission website at ILCC.illinois.gov
(click on the RESOURCES tab to access the “BASSET Card Lookup” page).

ILLINOIS LIQUOR CONTROL COMMISSION
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601
BEVERAGE ALCOHOL SELLERS AND SERVERS EDUCATION AND TRAINING [BASSET] CARD
Date of Certification: 7/5/2019 Expiration: 7/5/2019
Trainer’s IL Liquor License Number: 5A-0105312
OLGA JIMENEZ
1260 THOMAS DRIVE
WEST CHICAGO IL 60185

**Card is not transferrable**
Illinois BASSET On-Premise
SELLER / SERVER CERTIFICATION

Trainee Name: Olga Jimenez
Date of Completion: 07/05/2016

I, ________________,
certify that the above named person successfully completed an approved Learn2Serve Seller/Server course.

School Name: 360training.com dba Learn2Serve

This course provides necessary knowledge and techniques for the responsible serving of alcohol.

This is your temporary certificate of completion. You will receive you official card in the mail. Please forward all questions to support@360training.com.
Certificate of Completion

American Safety Council

REYNA UGALDE

Has diligently and with merit completed the
Off-Premise BASSET Alcohol Certification on 9/1/2016.

From the American Safety Council

Jeff Parra

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To Our Customers...

A typical review of Bat 17... Bat 17 food is awesome, the portions are huge but they are not cheap. VERY TRUE

Why our menu items are priced where they are:
More than a decade ago, we decided to open a restaurant in Evanston. We were inspired by a restaurant in Ann Arbor, Michigan called Zingermans. At Zingermans, they placed quality above all else and base their sandwich operation on three basic principles. At Bat 17, we borrow these ideas and try to live up to the high standards that were set by our friends in Michigan.

1. We agreed we would make the best sandwiches, burgers, sliders, breakfast entrees and salads that we could possibly make.
2. We agreed that if costs went up (which they always do), we would not cut the quality of the food to compensate.
3. We agreed that we would not cut our portion sizes to compensate for higher costs. The basic principle followed by Bat 17 for more than a decade is that better food will always cost more money. We spend more on our ingredients and we operate on higher cost margins than industry standards.

Our prices are set based on QUALITY and PORTION SIZE. Many reasons include:

- Our bread cost per sandwich and burger is four times the industry standard. Our bread cost alone exceed $1 per sandwich when industry averages fall around twenty-five cents per sandwich.
- Our breads are all made especially for Bat 17 from local award winning bakery.
- Lean corned beef, pastrami, chicken, turkey breast, ten once Angus burger, produce and Applewood smoked bacon prices have risen steadily over the past decade. Last year alone, beef prices were up 19%. In the last ten years, prices have risen multiple times each year due to droughts, floods, cold weather in Florida, hurricanes, union issues, high demand, etc., etc. Bat 17 has raised prices an average of less than 5% every three years while food costs have risen more than one hundred times during the same time period.
- We have changed suppliers on a regular basis to locate the very best ingredients for our menu items. If our suppliers cut their quality to insure their profit margins, we say good-bye to that supplier.

At Bat 17, we believe that quality is the true measure of cost. The last ten years have taught us that our customers will accept nothing less.

All of us at BAT 17 owe a tremendous debt of gratitude to some very special people at Zingerman's Dell in Ann Arbor, Michigan. To P.S. and R.S., especially, many thanks!

Why wait? Call ahead and we'll have your take-out food ready in a flash. 847-733-7117 or 866-999-DELI (3354)
Full catering menu available for events, business meetings, parties, etc.
BAT 17 Burgers

All burgers come with a giant sized, crunchy pickle and your choice of one side... (Add $.50)

- Gorgonzola Cole Slaw
- Roasted Corn and Bean Salad
- French Fries
- Sweet Potato Fries (add $1.00)
- Slightly Spicy Bacon Potato Salad
- Fresh Fruit
- Onion Strings
- Bag of Kettle Chips
- Small Caesar Salad (add $1.00)
- Small House Salad (Add $1.00)

K-2 Bat 17 Burger??/b>a spectacular ten ounce burger, applewood smoked bacon, American cheese, onion strings, served on grilled brioche bun. 14.54

Tatanka Burger/Bison Burger...an 8 oz grilled buffalo patty from grass-fed chemical free pastures in Montana. Lower in fat than ground beef and a delicious alternative! Served on a brioche bun with Vermont cheddar cheese. 15.19

Black and Bleu Burger...a 10 oz burger seasoned with Cajun spices, onion strings, bleu cheese crumbles, bleu cheese dressing and served on a brioche bun. 14.54

Sunny Side Up Burger...a 10oz burger served with sunny side up egg, Vermont cheddar cheese, applewood smoked bacon and served on a brioche bun. 14.54

Acapulco Burger...a 10 oz burger, cheddar cheese, cilantro, green onions, guacamole, and homemade spicy salsa served on a brioche bun. 14.54

BBQ Burger...a 10 oz burger smothered in BBQ sauce, pepperjack cheese, onion strings on a brioche bun. 14.54

Turkey Burger...100% ground turkey breast, no dark meat, no skin and no fillers. An 8 oz free-range turkey breast patty seasoned with apples, chipotle sauce, onions, celery, chutney with Muenster cheese, grilled onion and avocado slices. Served on a Brioche bun with a side of ranch dressing. 100% ground turkey breast, 8 oz patty... 250 calories, 16 fat grams, 0.4 sat fat grams. 16.70

Pretzel Boy...a 10 oz burger topped with smoked Gouda, roasted red peppers, onion strings served with horseradish sauce on the side on a mouth watering pretzel bun. 14.54

Ricky-Bobby Burger...AKA man on fire! 10 oz of spectacular burger, pepper jack cheese, grilled red pepper, grilled pineapple served on a brioche bun with a Sriracha/Mao Ploy sauce on the side. 14.54

Boring Burger...10 ounce burger, plain, and frankly a little timid. Lettuce, tomato, red onion 13.94

Nacho Burger...10 ounce burger, nacho cheese sauce, tortilla strips, sliced jalapenos, green onions with salsa on the side. 14.54

Deli Burger...10 ounce burger, topped with pastrami, Swiss, Russian dressing, rye bun 16.64

Reuben Burger...10 ounce burger topped with corned beef, Swiss, sauerkraut, Russian dressing, rye bun. 16.64

Pulled Pork & Bacon Burger...10 ounce burger, topped with bbq pulled pork, white cheddar, applewood smoked bacon. 16.34

The Terminator... Two 10 oz Certified Angus Beef patties (1.25 lbs), 4 slices American Cheese, 4 slices Applewood smoked bacon, onion strings served on a triple deck Brioche bun. Your choice of sides 27.49
Royale with Cheese...a delicious 10 oz flame grilled burger, French aged Gruyere cheese, grilled onions, lettuce, pickle chips & a secret creamy dressing.  
15.19

Bat 17 Sliders

(All served on a freshly made mini brioche bun. Sliders do not come with sides)

Traditional Sliders...four classic mini-cheeseburgers w/ grilled onion.  
13.39

Breakfast Sliders (Sat & Sun only) ...four biscuit sliders with scrambled egg, sausage or bacon on each slider.  
15.95

Fried Chicken & Biscuit Sliders (Sat & Sun only) ...four biscuit sliders with Buttermilk fried chicken, applewood smoked bacon & Wisconsin white cheddar cheese. Served with a 2 oz side of Pure Grade A Dark Amber Vermont Maple Syrup. (extra syrup is $2.00 for 2 oz)  
15.95

Pulled Pork Sliders??/b>four BBQ pork sliders and onion strings, a side of BBQ sauce.  
14.54

Buffalo Sliders??/b>four crispy fried chicken sliders smothered in Buffalo sauce and bleu cheese dressing on side.  
13.39

Cheesesteak Sliders??/b>four mini Philly cheesesteak sliders topped w/white cheddar, onion strings, jalapenos & chipotle mayo on side.  
14.54

Turkey Burger Sliders (100% ground turkey breast - no skin, no dark meat)...Four mini free-range, breast meat only turkey burger sliders topped w/ muenster, grilled onion, ranch on the side.  
16.74

Chicken Salad Sliders??/b>Four chicken salad sliders, applewood smoked bacon and mayo.  
13.39

Blackened Tlapia Sliders...twelve ounces of seasoned Tilapia on four delicious mini-Brioche buns served with a side of Remoulade sauce, a Cajun tartar sauce most often served with grilled seafood.  
16.74

Sriracha Sliders...Four fried chicken sliders tossed in a sweet & spicy Thai sauce.  
14.54

Patio Sliders (Veggie)...fresh mozzarella, tomato & pesto.  
13.39

Combo Slider Plate...ten sliders, mix and match above selections. (cheesesteak-4?& only, no Tlapia sliders available here)  
30.99

Sandwich Menu

RS - Regular Size Sandwich  
A thick generous sandwich, certain to satisfy any healthy appetite.

FS - Full Size Sandwich  
A Paul Bunyan sized sandwich piled extra high. You will need both hands to pick up these puppies.

All sandwiches come with a giant sized, crunchy pickle and your choice of one side... (Add $.50)

- Gorgonzola Cole Slaw
- Slightly Spicy Bacon Potato Salad
- Roasted Corn and Bean Salad
- Fresh Fruit
- French Fries
- Onion Strings
- Sweet Potato Fries (add $1.00)
- Bag of Kettle Chips
- Small Caesar Salad (add $1.00)
- Small House Salad (Add $1.00)

### Bat 17 Premium Corned Beef

**Buster Kelly Eisenberg premium corned beef**, Switzerland Swiss cheese & Russian dressing on grilled, hand-sliced rye bread.  
RS 13.89 FS 15.89

**Double Deuce Kelly Eisenberg premium corned beef**, lean gold standard pastrami, Switzerland Swiss & Wisconsin Muenster cheeses, hot and regular mustards on grilled, hand-sliced pumpernickel bread.  
RS 14.89 FS 16.99

**Slim Shady Kelly Eisenberg premium corned beef piled high without any fuss on grilled, hand-sliced rye bread.**  
RS 12.89 FS 14.89

**Carnegie Reuben** a scandalously delicious updated version of New York's finest tradition, Kelly Eisenberg premium corned beef, Switzerland Swiss cheese, sauerkraut, Russian dressing on grilled, hand-sliced rye bread.  
RS 13.89 FS 15.89

### Bat 17 Pastrami

**Buzz Kelly Eisenberg premium hot pastrami**, Switzerland Swiss cheese & Russian dressing on grilled, hand-sliced pumpernickel bread.  
RS 15.49 FS 17.49

**Bad-Donkey Kelly Eisenberg premium hot pastrami**, Switzerland Swiss cheese, coleslaw & Russian dressing on grilled, hand-sliced sourdough bread.  
RS 15.49 FS 17.49

**Shirley Hurley a combination sandwich with Kelly Eisenberg premium hot pastrami, roasted turkey, Switzerland Swiss cheese, Russian dressing on grilled rye bread.**  
RS 14.39 FS 16.39

**Brooklyn Bambino Kelly Eisenberg premium hot pastrami**, Switzerland Swiss cheese, sauerkraut & Russian dressing on grilled, hand-sliced pumpernickel bread.  
RS 15.49 FS 17.49

### Bat 17 Free Range Chicken

**Roxy our unbelievable chicken salad** (large chunks of free-range chicken, mayo, onion & celery), applewood-smoked bacon, lettuce and real mayo on grilled, hand-sliced sourdough bread.  
RS 12.89 FS 14.89

**Roadhouse BAT 17 barbecued chicken breast**, Wisconsin Muenster cheese, applewood-smoked bacon, coleslaw on grilled, hand-sliced sourdough bread.  
RS 12.89 FS 14.89

**Tabu Club free-range chicken breast**, Wisconsin Muenster cheese & applewood-smoked bacon with lettuce, Roma tomato, Remoulade sauce on grilled, hand-sliced seven grain bread.  
RS 12.89 FS 14.89

**Rescue Me Fiesta free-range chicken breast**, Wisconsin Muenster cheese, spicy fire roasted jalapenos & chipotle mayo, lettuce, Roma tomato on grilled bakehouse white bread.  
RS 12.89 FS 13.89
Elvira free-range chicken breast, Vermont cheddar cheese, BAT 17 ranch dressing, lettuce, Roma tomato on grilled, hand-sliced rye bread.
RS 12.89 FS 14.89

Blue Lightning free-range grilled chicken breast smothered in smoking hot or dialled down a notch Buffalo sauce, Wisconsin Muenster cheese, bleu cheese dressing, lettuce served on grilled, hand-sliced sourdough bread.
RS 12.89 FS 14.89

"The Jerk" Chicken Sandwich eight ounces of marinated free-range grilled chicken on a Brioche bun with grilled pineapple, avocado, lettuce, tomato, pineapple salsa on the side.
One Size 14.89

Teriyaki Chicken Sandwich eight ounces of teriyaki marinated BAT 17 free range chicken breast sandwich served with gouda cheese, grilled pineapple, tomato, grilled onions on a Brioche bun.
One Size 14.89

Blackened Chicken Sandwich... eight ounces of blackened free range chicken breast grilled with Gouda cheese, onion strings and horseradish sauce on the side.
One Size 14.89

Bat 17 Turkey, Roasted or Smoked

Bodacious roasted turkey breast, Switzerland Swiss cheese, coleslaw & Russian dressing on grilled, hand-sliced sourdough bread.
RS 12.89 FS 14.89

Blutarsky's Best a turkey reuben, roasted turkey, Switzerland Swiss cheese, sauerkraut, Russian dressing on grilled, hand-sliced rye bread.
RS 12.89 FS 14.89

California Dreamin smoked turkey breast, sliced avocado, tomato, lettuce, cucumber, pepper jack cheese, chipotle mayo on grilled 7-grain bread
RS 13.89 FS 15.89

PT-40 roasted turkey breast, lettuce, Roma tomato, chipotle mayo on grilled, hand-sliced rye bread.
RS 11.89 FS 13.89

Kilimanjaro smoked turkey breast, Wisconsin Muenster cheese, Remoulade sauce on grilled seven grain, hand-sliced bread.
RS 12.89 FS 14.89

Bat 17 Beef

Chris "The Dude" Collins 7 Ounces of thinly sliced grilled sirloin, white american cheese, coleslaw, mayo, french fries, pickle and served on toasted hand sliced sourdough bread. All items are piled onto the sandwich and cannot be altered, substituted for or omitted.
One size 15.99

The Dude Cabernet Blend... California Wine Cellers Award Winning blend.
11.95 per Glass / 44.00 per bottle.

Takein' Care of Business 8 oz grilled marinated BBQ skirt steak thinly sliced served with Vermont white cheddar cheese, onion strings, chipotle mayo on grilled sour dough bread.
One size 17.89

Lucky Dawg 1/4 pound all beef, Black Angus hot dog served on a fresh baked Brioche bun.
One size 8.79

Lucky Dawg Two same 1/4 pound all beef, Black Angus hot dog with Applewood-smoked bacon, Vermont white cheddar cheese on a fresh baked Brioche bun.
One size 10.79

Bat Out of Hell you guessed it, meatloaf. Homemade meatloaf sliced thick and hot, smoked Gouda, grilled onions, chipotle mayo served on grilled, hand-sliced sourdough. (more than most can handle)
One size 14.39
Tyler Durden Cheesesteak seven ounces of sirloin grilled and topped with melted Vermont white cheddar, sliced jalapenos, chipotle mayo, onion strings and served on hand-sliced grilled sourdough.

one size 15.09

Bat 17 Pork

Bat 17 B.L.T applewood-smoked bacon, Vermont white cheddar cheese, leaf lettuce, Roma tomato, chipotle mayo on grilled, hand-sliced sourdough bread.
RS 12.89 FS 14.89

Classic Ham and Swiss on Rye... thinly sliced ham, Switzerland Swiss cheese, lettuce, tomato, mayo served on grilled rye bread.
RS 12.89 FS 14.89

The Cuban... slow roasted pulled pork, seasoned ham, Switzerland Swiss cheese, grilled onions, hot mustard on grilled rye bread.
RS 14.89 FS 16.89

Clark Griswold Pulled Pork Sandwich... slow roasted BBQ pulled pork served on a Brioche bun with onion strings, jalapenos, gouda cheese and chipotle mayo.
one Size 15.39

Bat 17 Fish

Voo-Doo smoked salmon, BAT 17 cream cheese, Roma tomato, red onion served on grilled pumpernickel.
one size 14.39

Blackened Tilapia Sandwich... Tilapia filets, blackened and served with cilantro lime mayonnaise, red onion, mixed baby greens and tomato on a brioche bun.
one size 17.59

Samson & Delilah a mountain of homemade tuna salad (white albacore), Vermont white cheddar cheese served on grilled, hand-sliced sourdough.
RS 13.39 FS 15.39

Salmon Burger... Alaskan Sockeye Salmon Patty seasoned with an aioli chipotle sauce, lime juice, cilantro and served on a freshly baked brioche bun with lettuce and tomato. Served with a side of chipotle aioli and your choice of BAT 17 side.
17.59

Bat 17 Vegetarian Fare

Pallo thick fresh mozzarella slices, Roma tomato slices, Italian pesto on grilled, hand-sliced bakehouse white bread.
RS 11.79 FS 13.89

Funky Monkey fresh avocado slices, Wisconsin Muenster cheese, Roma tomato on grilled, hand-sliced seven grain bread.
RS 11.79 FS 13.89

Rain chilled asparagus, grilled portabello mushrooms, Vermont white cheddar cheese & vinaigrette dressing on grilled, hand-sliced sourdough bread.
RS 11.79 FS 13.89

Seven a classic American cheese sammich served with cucumber, lettuce, Roma tomato, balsamic vinaigrette on grilled, hand-sliced Palsano/white bread.
one size 9.79

Purple Sage Switzerland Swiss cheese, coleslaw & Russian dressing on grilled, hand-sliced seven grain sourdough bread.
one size 9.79

The Egg Froman a mound of BAT 17 spectacular egg salad, lettuce, mayo served on grilled, hand sliced Palsano/white bread.
RS 9.89 FS 11.89
Veggie Burger a unique meatless grilled vegetable patty served on a Brioche bun lightly grilled with olive oil and topped with tomato, avocado, cucumber slices, smoked gouda cheese & romaine lettuce. Comes with a side of homemade salsa.
13.89

Portobello Sandwich marinated large mushroom caps, avocado, let, tom, red onion served on a brioche bun with balsamic vinaigrette dressing on the side.
12.89

**BAT 17 Soups**

Served with freshly baked breads

**BAT 17 Signature Soup** ~ Chicken Tortilla Served Daily Two new soups daily.

By the cup $5.19
By the bowl $7.29
By the quart $13.99
(b) Lessor Work: N/A; Lease Premises taken AS-IS and in present condition; no Tenant allowance or credit except as per Paragraph 7.

11. Taxes and CAM. Section 2 of the Lease is hereby applicable in its entirety, based on the Original Lease and subsequently Second Amendment;

Section 6 Proportionate Share

Effective January 1, 2017, the proportionate share will increase from 5.673% to 8.10% based on 26,341 square feet gross rentable area for the ground floor.

12. Release. Effective on August 1, 2018, and except for those obligations of Tenant that arose prior to the effective date, Assignor shall be released from its obligations under the Lease.

13. Security Deposit. The existing security deposit of $4,804.00 shall continue and remain. As a no additional security will be added.

14. Reconciliation. Not Applicable

15. Occupant. Assignor represents and warrants to Landlord that it is the sole tenant and occupant of the Premises and there are no other persons claiming an interest in the Premises.

16. Laws. This Amendment shall be governed by the laws of the State of Illinois.

17. Patriot Act. Tenant represents and warrants to Landlord that (i) neither Tenant nor any affiliate are identified in any list of known or suspected terrorists published by an United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the “Blocked Persons Lists”) including, without limitation, (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control, and (ii) Tenant is in compliance with the PATRIOT Act. Pub. L. No. 107-56, 115 Stat. 272 Oct. 26, 2001). Tenant covenants to Landlord that if Tenant becomes aware that they or any affiliate are identified on any Blocked Persons List or that Tenant is not in compliance with the Patriot Act, Tenant shall immediately notify Landlord in writing of such information. Tenant further agrees that in the event Tenant or any affiliate of Tenant are at any time identified on any blocked Persons List or are not in compliance with the Patriot Act, such event shall be an event of default, and shall entitle Landlord to exercise any and all remedies provided in this Amendment or otherwise permitted by law. Tenant does hereby agree to hold harmless and
indemnify Landlord from and against any loss, claim or damage which results from any breach of Tenant’s representations, warranties and covenants, pursuant to this paragraph 17. The Indemnification of this paragraph 17 shall survive the termination of the Lease.

18. Except as otherwise provided herein, all other terms and conditions of the Lease shall be deemed to be incorporated herein and made part of this Amendment and shall continue in full force and effect. Tenant hereby represents and warrants that: (i) Tenant is the tenant under the Lease; (ii) Tenant has full authority to enter into this Amendment; and (iii) there exists no condition under the Lease that with the passage of time and/or giving of notice would constitute a default under the Lease. The submission of this Amendment for examination does not constitute an offer to amend the Lease, and shall vest no right in either party. This Amendment shall become effective only upon execution and legal delivery thereof by Landlord and Tenant.

19. This Amendment may be executed in multiple counterparts all of which taken together shall constitute one executed original. For purposes of executing this Amendment, any signed document transmitted by facsimile machine or a PDF document transmitted by email transmission shall be considered as an original signature and shall be considered to have the same binding legal effect as an original document. At the request of any party, any document transmitted by facsimile or email shall be re-executed by the applicable parties in an original form, it being agreed that the failure by any party to so re-execute such document shall not affect the binding legal effect of such document.

20. As of the date hereof, Tenant has no offset, defense, claim or counterclaim, including, without limitation, claims to free rent, concessions, rebates or abatements in rent under the Lease and Tenant has no knowledge of any condition which could give rise to any offset or defense to the payment of rent or other charges under the Lease unless specifically stated in this Amendment.

[signature page to follow]
IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

ASSIGNOR:
BANDANA ENTERTAINMENT LLC, an Illinois limited liability company

By: [Signature]
Name: James D. Cohen
Its: Managing Partner

ASSIGNEE:
THERENO 3634 LLC, an Illinois limited liability company

By: [Signature]
Name: Bradley Timm
Its: Managing Partner

LANDLORD:
GALLERIA VENTURE, LLC, an Illinois limited liability company

By: [Signature]
Name: Ibrahim Elsayed
Its: Manager
MINUTES

Liquor Control Board
Wednesday, August 29, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present: Mayor Stephen H. Hagerty (Local Liquor Control Commissioner); Marion Macbeth; Dick Peach

Members Absent: None

Staff Present: Theresa Whittington, Mario Treto

Others Present: Joseph Gattuso (Compass Group); Mary Pat Dorner (Compass Group); Sylvia Xim'enez (Tereneo 3634 LLC); Alan Anderson (Northwestern University); Mike Polisky (Northwestern); Zubin Kammula (Levy Premium Foodservice); Terra Westhaus (Next of Kinship); Gail Taggart (Next of Kinship); Peter O'Malley (Beer on Central); Brian O'Malley (Beer on Central); Sandeep Ghaey (Vinic Wine); Lorraine Dostal (Theo Ubique)

Presiding Member: Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:00 a.m.

NEW BUSINESS

Compass Group USA, Inc., d/b/a Chartwell’s-Norris Center, Northwestern University, 1999 Campus Drive
Joe Gattuso spoke on behalf of Compass Group’s request for a class R and class T liquor license. Compass Group is taking over the food and beverage services at Northwestern’s Chicago and Evanston campuses. These services were previously offered by Sodexo. In Evanston, Compass Group will operate as Chartwell’s at Norris Center. There will not be any daily or regular alcohol service at Norris center. Instead, the class R license will be used to host special events taking place at Chartwell’s at Norris Center. The class T catering license will be used to provide services for other events located on campus. Mayor Hagerty asked Compass to explain how they will monitor and prevent underage drinking. Mary Pat Dorner (catering Director) explained that NU hires only licensed bartenders and uses wristbands at events where underage guests will be in attendance. Alan Anderson of Northwestern University stated that often registries for events will have the ages of guests and wristbands issue at check in.
The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

**TERENEO 3634 LLC d/b/a Bat 17, 1709 Bensen Ave.**

Sylvia Xim'enez requested consideration of a Class C (Restaurant-Liquor) license. She intends to close on the purchase of Bat 17 and would like a liquor license issued in the name of the new owner. She stated that there will not be any changes in the daily operations. The only changes will be cosmetic. Mayor Hagerty expressed his zero tolerance for underage drinking and his expectation that the business will abide by all rules and regulations. Ms. Xim'enez said her family is 4th generation restaurant owners and in over 40 years in the business they have never had any issued with underage drinking.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on September 17, 2018.

**Northwestern University, 633 Clark street, Evanston, IL 60208**

Mike Polisky requested consideration of an amendment to the class Z1 and Z2 license classes to allow sale of alcohol up to 4 hours before kickoff at NU football games. The university is looking to improve the experience of ticket holders in the hopes of retaining and growing its season ticket base. NU is offering a “game day experience” pilot program during NU football games. The intention is to offer responsible and social opportunities four hours prior to kickoff. The End Zone will feature a beer garden, food trucks, and entertainment. Wild Cat Alley will have more family-friendly activities. There will be a police presence and security at all games. Mayor Hagerty expressed a need to maintain the family friendly atmosphere and asked what other Big Ten schools do. Mr. Polisky stated that a majority of Big Ten universities sell alcohol in the stadium. This is not something they are requesting at this time. Dick Peach asked if the alcohol sales will be restricted to ticket holders. Mr. Polisky affirmed that only game ticket holders would have access to the events.

Kickoff time is set by the conference and not the University. Some of the games will have kickoff times as early as 11 am and others have yet to be determined. As currently written, one day license classes Z1 and Z2 allow for on premise sale of alcohol during the hours of 10:00 a.m. to 10:30 p.m., Sunday through Thursday, and 10:00 a.m. to 2:00 a.m., Friday through Sunday. NU seeks an amendment that would allow it to begin some of its game day events earlier than 10 am. The board agreed to amend the Z1 and Z2 license classes to allow applicants to apply for extended hours of sales. Such requests would be required to go before City Council.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

**Levy Premium Foodservice Limited Partnership dba Levy at Walter Athletics Center**
Zubin Kammula requested consideration of a Class T (Catering-Liquor) license on behalf of Levy Premium Foodservice. Levy Premium Foodservice is a subsidiary of Compass Group USA. Levy Premium Foodservice specializes in managing food and beverage services at athletic facilities. It is seeking a class T (catering) license in order to provide service at private alumni and booster events as well as game day events during football season.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

**L3 Evanston, LLC d/b/a Next of Kinship, 1603 Orrington Avenue**

Terra Westhaus spoke on behalf of Next of Kinship’s request for a class T (catering) liquor license. Next of Kinship currently holds a class C restaurant liquor license and reopened in February under a new concept. It now wishes to expand into catering events offsite and offering food and alcohol. It holds similar licenses in Chicago.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

**Vinic Wine Company d/b/a Vinic Wine Company, 1509 Chicago**

Sandeep Ghaey requested consideration of an amendment to class K to allow onsite tasting of alcoholic sprits not to exceed 2.75 fluid ounces and consideration of an amendment to adjust wine container size to 6.32 fluid ounces or greater for off-site consumption. Sandeep Ghaey explained that these limits are similar to those granted to Binny’s in its Class F-2 license class. He is asking that Class K be allowed the same limits.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

**Beer on Central, 1930 Central St.**

Peter O’Malley requested consideration of amendment to class K to remove the onsite consumption limit of beer. He feels that BASSET training will provide adequate guidance for consumption limits to avoid overserving customers. It’s a small space and it is easy to keep an eye on customers and know when to make them stop drinking. He said different businesses such as Temperance and Sketchbook (craft breweries) do not have limits on how much beer their customers can consume and he wants to offer his customers the same opportunities. Mayor Hagerty views the primary function of Beer on Central as a craft beer retailer with a tasting room. Mayor Hagerty noted that the primary function of Temperance and Sketchbook are brewers of beer. Dick Peach questioned the difference between World of Beer and Beer on Central. Mayor Hagerty pointed out that World of Beer does not sell packaged goods. Mayor Hagerty stated that the original concept presented by Beer on Central was that of a small packaged goods store with some tastings. Dick Peach noted that now it seems to want to expand from tastings into a bar. Peter O’Malley says it’s no more or less a bar than Temperance or Sketchbook. Mayor Hagerty asked how many customers Beer on Central typically has.

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313 of 793
at the bar. Peter O’Malley guessed 10-12 on weekdays and 20-24 people on weekends; at its busiest, 25-30 people. Mayor Hagerty said he needed more time to consider the request and the issue will get continued.

No action was taken. The Board recommended continuing the matter.

**Theo Ubique Cabaret Theatre, 721 Howard Street**

Lorraine Dostal requested amendments to the class U (Theatre) liquor license. Class U allows alcohol sales one hour prior to shows and during intermission in the lobby only. She explained that Theo Ubique is a cabaret dinner theater that plans to serve alcohol in the theater as part of dinner service and at a bar in the theater. Dinners will be provided by a catering service. All servers will be BASSET trained. Because the theater lacks a traditional lobby, she is requesting an amendment that eliminates the lobby requirement. She also requested an adjustment to hours of service, as alcohol will be served during the shows with dinner and not limited to before shows and during intermissions. In addition to its regular show season, the theater is interested in hosting auxiliary events such as movie sing along nights and special events as a way of earning money in between show productions. Lorraine Dostal explained that the theater does not intend to run a kitchen and would instead offer snacks during those auxiliary events. Alderman Rainey and board members expressed concern over alcohol service that did not accompany food and expressed that Theo Ubique needs to give additional thought to its business plan and food offerings with respect to the auxiliary events. It was agreed that the amendments to hours and location of service with respect to dinner theater service will get introduced to City Council and that Theo Ubique will need to rework its business plan with respect to food service during its auxiliary events.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

**ADJOURNMENT**

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 12:43 a.m. August 29, 2018.

Respectfully Submitted,

Theresa Whittington
Liquor Licensing Manager, Legal Department
Memorandum

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

From: Michelle L. Masoncup, Corporation Counsel
      Theresa Whittington, Liquor Licensing Manager & Legal Analyst

Subject: Ordinance 87-O-18, Decreasing the Number of Class R Liquor Licenses for Sodexo America, LLC dba Northwestern University – Norris Center, 1999 Campus Drive

Date: August 29, 2018

Recommended Action:
Staff recommends City Council adoption of Ordinance 87-O-18, amending Evanston City Code Subsection 3-4-6-(R) to decrease the number of Class R Liquor Licenses from three (3) to two (2). Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.

Livability Benefit:

Summary:
Ordinance 87-O-18 amends Evanston City Code of 2012 Subsection 3-4-6-(R), as amended, to decrease the number of authorized Class R liquor licenses from three (3) to two (2). Sodexo America, LLC dba Northwestern University – Norris Center has closed. This Ordinance amends the City Code to reflect the decrease in Class R liquor licenses.

Attachments:
Ordinance 87-O-18
AN ORDINANCE

Amending City Code Section 346-(R) to Decrease the Number of Class R Liquor Licenses from Three to Two
(Sodexo America, LLC dba Northwestern University – Norris Center, 1999 Campus Drive)

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

SECTION 1: Class R of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th></th>
<th>University</th>
<th>Liquor</th>
<th>None</th>
<th>$4,300</th>
<th>$4,300</th>
<th>3-2</th>
<th>University Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

SECTION 2: Subsection 346-(R) of the Evanston City Code of 2012, as amended, is hereby further amended by decreasing the number of Class R liquor licenses from three (3) to two (2) to read as follows:

(R) CLASS R licenses, which shall authorize the sale on the premises specified of alcoholic liquor only for consumption upon the premises while food service is available. Such licenses shall be issued only to premises owned, operated and maintained by not for profit educational institutions within the designated university areas. Establishments holding Class R licenses must have some food service available when alcoholic liquor is being sold. Sales of alcoholic liquor by Class R licensees shall be to students, faculty, alumni, invited guests and staff of the licensee only. The term "university area" shall be as defined in Section 3-4-1 of this Chapter.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.
The annual fee for such license shall be four thousand three hundred dollars ($4,300.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable according to the provisions of Section 3-4-7 of this Chapter, shall be four thousand five hundred fifteen dollars ($4,515.00).

No more than three (3) two (2) such license(s) shall be in force at any one (1) time.

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

**SECTION 4:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 5:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018  
Approved: ___________________, 2018

Adopted: _________________, 2018  
__________________________, 2018

_______________________________  
Stephen H. Hagerty, Mayor

Attest:  
Approved as to form:

_______________________________  
Michelle L. Masoncup, Corporation Counsel

Devon Reid, City Clerk
Memorandum

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

From: Michelle L. Masoncup, Corporation Counsel
      Theresa Whittington, Liquor Licensing Manager & Legal Analyst

Subject: Ordinance 88-O-18, Increasing the Number of Class R Liquor Licenses for Compass Group USA, Inc. d/b/a Chartwell’s - Northwestern University Norris Center, 1999 Campus Drive.

Date: September 11, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 88-O-18, amending Evanston City Code Subsection 3-4-6-(R) to increase the number of Class R Liquor Licenses from two (2) to three (3) and permit issuance of a Class R license to Compass Group USA, Inc. d/b/a Chartwell’s - Northwestern University Norris Center, 1999 Campus Drive. Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.

Livability Benefit:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 88-0-18 will permit Compass Group USA, Inc. dba Chartwell’s - Northwestern University Norris Center (“Company”) to retail sale of alcoholic liquor in the University Area only to persons of at least twenty-one (21) years of age for consumption on the premises. Company representative Jennifer McConnell submitted application materials.

Legislative History:
At the August 29, 2018 Liquor Control Review Board meeting, Company requested consideration of application for a Class R liquor license.

Attachments:
Ordinance 88-O-18
Application
Minutes of the August 29, 2018 Liquor Control Review Board meeting.
AN ORDINANCE

Amending City Code Section 346-(R) to Increase the Number of Class R Liquor Licenses from Two to Three
(Compass Group USA, Inc. dba Chartwell’s- Northwestern University Norris Center, 1999 Campus Drive)

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

SECTION 1: Class R of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

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<td></td>
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<td>11 a.m. — 1 a.m. (Mon-Thurs); 11 a.m. — 2 a.m. (Fri-Sat); 12 p.m. — 1 a.m. (Sun)</td>
</tr>
</tbody>
</table>

SECTION 2: Subsection 346-(R) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class R liquor licenses from two (2) to three (3) to read as follows:

(R) CLASS R licenses, which shall authorize the sale on the premises specified of alcoholic liquor only for consumption upon the premises while food service is available. Such licenses shall be issued only to premises owned, operated and maintained by not for profit educational institutions within the designated university areas. Establishments holding Class R licenses must have some food service available when alcoholic liquor is being sold. Sales of alcoholic liquor by Class R licensees shall be to students, faculty, alumni, invited guests and staff of the licensee only. The term "university area" shall be as defined in Section 3-4-1 of this Chapter.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.
The annual fee for such license shall be four thousand three hundred dollars ($4,300.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable according to the provisions of Section 3-4-7 of this Chapter, shall be four thousand five hundred fifteen dollars ($4,515.00).

No more than two (2) three (3) such license(s) shall be in force at any one (1) time.

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

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018

Approved: ___________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest: ________________________
Michelle L. Masoncup, Corporation Counsel

~2~
City of Evanston  
Application for Liquor License

Date: May 16, 2018  
Liquor Class: "R"  
Initial license Fee: JUL 1 3 2018

1. APPLICANT

A. Corporation name: Compass Group USA, Inc.

B. Business name: Chartwells

C. Previous business name (if dba changed):

D. Business address (city, state, zip code): 2400 Yorkmont Road, Charlotte, NC 28217

E. Business telephone:

F. Business website:

G. Business Email:

H. Illinois business tax number:

2. BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Address applying for liquor license (exact street address): Northwestern University 1999 Campus Drive  

B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan): Norris Center  

C. Is the business required to be located within the "Retail Package Store Area"?  
   □ Yes □ No

   If yes, is it located within the "Retail Package Store Area"?  
   □ Yes □ No

3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION

A. Business type: □ Restaurant □ Hotel □ Package Store □ Grocery □ BrewPub

   □ Craft Distillery □ Craft Brewery □ Craft Winery □ Other (explain): Restaurant/Cafeteria

Describe the nature of the business / kind of business: College food court (Note: liquor is only served in connection with catered events at this location)

Liquor to be served and/or sold: □ Alcoholic liquor □ Beer & Wine only □ Beer Only □ Wine only

Days and times liquor is served:

<table>
<thead>
<tr>
<th>Day</th>
<th>Sunday 12pm to 1am</th>
<th>Monday 11am to 1am</th>
<th>Tuesday 11am to 1am</th>
<th>Wednesday 11am to 1am</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Day</th>
<th>Thursday 11am to 1am</th>
<th>Friday 11am to 2am</th>
<th>Saturday 11am to 2am</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Liquor will served or sold by:

<table>
<thead>
<tr>
<th>Type</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X Glass</td>
<td>X Bottle</td>
<td>X Can</td>
<td>X Waitstaff</td>
</tr>
</tbody>
</table>

□ Over the counter
4. BUSINESS SPECIFIC INFORMATION (for restaurants)

A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant? If your response is “No,” skip this section and proceed to section 5. □ yes × no

B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served? □ yes □ no

C. Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food? □ yes □ no

D. How many tables are or will be in the restaurant? What is the seating capacity? □ yes □ no

E. Is there an existing or proposed menu? If your response is “no”, please create a proposed menu before applying. If your response is “Yes,” please attach the menu. □ yes □ no

F. Does the restaurant currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? □ yes □ no

5. BUSINESS SPECIFIC INFORMATION (for hotels)

A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel? If your response is “No,” skip this section and proceed to section 6. □ yes × no

B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served? □ yes □ no

C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food? □ yes □ no

D. Does the hotel have at least 50 regular rooms for transients? □ yes □ no

E. Does the hotel currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? □ yes □ no

6. BUSINESS SPECIFIC INFORMATION (for package stores)

A. Does the applicant seek to sell liquor upon the premises of a package store? If your response is “No,” skip this section and proceed to section 7. □ yes × no

B. Is the package store premises located in the “retail package store area” as defined by the attached map? □ yes □ no

C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption on the premises? □ yes □ no

D. Has the applicant reviewed the Liquor Code definition of a “package store”? □ yes □ no

7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store? If your response is “No,” skip this section and proceed to section 8. □ yes × no

B. Does the grocery store premises consist of a grocery store and combination store under one roof? □ yes □ no

C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximately how many square feet are provided? sq.ft. □ yes □ no

D. Does the grocery store currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? □ yes □ no
### 8. BUSINESS SPECIFIC INFORMATION (BrewPub)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a BrewPub? If your response is “No,” skip this section and proceed to section 9.</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>B. Does the brewpub premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the brewpub provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. How many tables are or will be in the brewpub? ___ What is the seating capacity? ___</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “no”, please create a proposed menu before applying. If your response is “Yes,” please attach the menu.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| F. Does the brewpub currently hold or has applied for a City of Evanston food license?  
  If your response is “Yes,” what is the expected issue date? ___  
  If “no” provide date when you will apply: ___ |     |    |

### 9. BUSINESS SPECIFIC INFORMATION (Craft Distillery)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Distillery? If your response is “No,” skip this section and proceed to section 10.</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>B. Does the craft distiller possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license: ___</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| C. Does the craft distiller intend to have a tasting room?  
  If “Yes”, What is the seating capacity? ___ |     |    |
| D. Has the applicant reviewed the Liquor Code definition and class description of a “craft distiller”? |     |    |

### 10. BUSINESS SPECIFIC INFORMATION (Craft Brewery)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Brewery? If your response is “No,” skip this section and proceed to section 11.</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>B. Does the craft brewery possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license: ___</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| C. Does the craft brewery intend to have a tasting room?  
  If “Yes”, What is the seating capacity? ___ |     |    |
| D. Does the craft brewery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu. |     |    |
| E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu. |     |    |
| F. Does the craft brewery currently hold or has applied for a City of Evanston food license?  
  If your response is “Yes,” what is the expected issue date? ___ |     |    |
| G. Has the applicant reviewed the Liquor Code definition and class description of a “craft brewery”? |     |    |
**11. BUSINESS SPECIFIC INFORMATION (Craft Winery)**

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and liquor upon the premises of a Craft Winery? If your response is “No,” skip this section and proceed to section 12.</th>
<th>□ yes X no</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Does the craft winery possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license:</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>C. Does the craft winery intend to have a tasting room? If “Yes”, What is the seating capacity?</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>D. Does the craft winery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>F. Does the craft winery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date?</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>G. Has the applicant reviewed the Liquor Code definition and class description of a “craft winery”?</td>
<td>□ yes □ no</td>
</tr>
</tbody>
</table>

**12. PREMISES OWNERSHIP INFORMATION**

<table>
<thead>
<tr>
<th>A. Does the corporation own the premises for which this liquor license is being sought? If your response is “Yes,” attach a copy of ownership and proceed to section 13.</th>
<th>yes X no</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought? See Food Service Agreement Letter of Intent.</td>
<td>X yes □ no</td>
</tr>
<tr>
<td>C. What is the period covered by the lease? 6/25/18 to 6/30/33</td>
<td></td>
</tr>
<tr>
<td>D. What is the name of the Landlord? Northwestern University</td>
<td></td>
</tr>
<tr>
<td>E. What is the address of the Landlord? (please include city, state, and zip code.) 2020 Ridge Ave, Second Floor, Evanston IL 60206</td>
<td></td>
</tr>
</tbody>
</table>

**13. ELIGIBILITY QUESTIONS**

<table>
<thead>
<tr>
<th>A. Has the owner or any relative had a business or liquor license revoked?</th>
<th>□ yes X no</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston?</td>
<td>□ yes X no</td>
</tr>
<tr>
<td>C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business?</td>
<td>X yes □ no</td>
</tr>
<tr>
<td>D. Does the owner/officer (s) owe any debt or unpaid tax to the City of Evanston? If yes, explain:</td>
<td>□ yes X no</td>
</tr>
<tr>
<td>E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below.</td>
<td>X yes □ no</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>name</th>
<th>address</th>
<th>telephone</th>
<th>relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taft Law Firm</td>
<td>111 E. Wacker Dr., Suite 2800</td>
<td>312-836-4097</td>
<td>Attorneys</td>
</tr>
</tbody>
</table>
I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

Signature of Applicant: Jennifer McConnell EVP & Secretary

Date: 6/1/18
City of Evanston
Liquor License Application

AFFIDAVIT

State of North Carolina
County of Mecklenburg

The undersigned hereby makes application for a Class ___ liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

________________________
Jennifer McConnell, EVP & Secretary
Signature of Applicant

Subtitle and sworn to before me
this 11th day of __________ 2018

________________________
Notary Public

(city)

City of Evanston Liquor License Application (Rev. 12/21/17)
### CORPORATE INFORMATION FORM
(Supplement A)

#### Name of Corporation/Partnership:
Compass Group USA, Inc.

#### Corporate Address:
2400 Yorkmont Road, Charlotte, NC 28217

#### Corporate Ph #:
704 328 4036

#### Corporate Email:
tammy.cipriano@compass-usa.com

#### FEIN:

#### Date Corporation/Partnership was Organized:
5/19/1994

#### State Articles of Incorporation/Organization filed:
Delaware

#### Date Articles of Incorporation/Organization filed with Secretary of State:
Originally 2/16/1966 then amended

#### Date Certification of Incorporation/Organization was issued by Secretary of State:
current issued 12/22/2011

#### Are there any amendments to Articles of Incorporation? (if yes, provide date filed)
- [X] Yes
- [ ] No

#### Date Amendment Filed:
Several through the years

#### What are the total shares of stock created by this Corporation?
81,574

#### H. List stockholders with 5% or more in holdings (corporations with a long list, attach copy of list):

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compass Group USA Investments Inc.</td>
<td>100%</td>
</tr>
</tbody>
</table>

#### Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors?
- [X] Yes
- [ ] No

#### Has the Corporation attached evidence of Good Standing with the State of Illinois?
- [X] Yes
- [ ] No

#### Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization?
- [X] Yes
- [ ] No

#### Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date:
N/A

#### What is the objective of Corporation?
All lawful purposes.

#### Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation?
- [X] Yes
- [ ] No
<table>
<thead>
<tr>
<th>Name/Title</th>
<th>Date of Birth</th>
<th>Residence/Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adrian Llewelyn Meredith</td>
<td></td>
<td></td>
</tr>
<tr>
<td>President and Chief Financial Officer/Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charles Palmer Brown</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive Vice President/Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jennifer Lea McConnell</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive VP, General Counsel &amp; Secretary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daniel Malcolm Thomas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Treasurer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kristin Elizabeth Briotte</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Secretary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deborah Kay Delano</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Secretary-Tax</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Richard James Rossitch</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Secretary</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
** Compass Group USA, Inc. also owns 90% of Wolfgang Puck Catering and Events, LLC (WPC Holdings, LLC owns the other 10%) and 49% of Thompson Hospitality Services, LLC.
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "COMPASS GROUP USA, INC.", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2011, AT 1:17 O' CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
COMPASS GROUP USA, INC.

Compass Group USA, Inc., a corporation organized and existing under the laws of the
State of Delaware (the "Corporation"), hereby certifies that (i) the Certificate of Incorporation of
the Corporation was originally filed on May 19, 1994 and amended and restated on August 4,
2008; (ii) the Corporation was originally incorporated under the name "Canteen Special Services
Corporation"; (iii) this Amended and Restated Certificate of Incorporation has been duly adopted
in accordance with Sections 242 and 245 of the General Corporation Law of the State of
Delaware; and (iv) the Certificate of Incorporation, as amended, is hereby amended and restated
to read in its entirety as follows:

1. The name of the Corporation is Compass Group USA, Inc.

2. The address of the Corporation’s registered office in the State of Delaware is
Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle.
The name of its registered agent at such address is The Corporation Trust Company.

3. The purposes for which the Corporation is organized are to engage in any lawful
act or activity for which corporations may be organized and incorporated under the General
Corporation Law of the State of Delaware.

4. The number of shares the Corporation is authorized to issue is 580,000 divided
into the following classes:

<table>
<thead>
<tr>
<th>Class</th>
<th>Number of Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Stock, $1.00 par value per share</td>
<td>500,000</td>
</tr>
<tr>
<td>Class A Preferred Stock, $1.00 par value</td>
<td>50,000</td>
</tr>
<tr>
<td>Class B Preferred Stock, £1.00 par value</td>
<td>30,000</td>
</tr>
<tr>
<td>($1.437 per share)</td>
<td></td>
</tr>
</tbody>
</table>

The class of common stock ("Common Stock") has unlimited voting rights and, after
satisfaction of claims, if any, of the holders of any class or series of preferred shares, is entitled
to receive the net assets of the Corporation upon distribution.

The Board of Directors of the Corporation (the "Board") has designated, established and
authorized two series of the Corporation’s preferred shares with the following preferences,
limitations and relative rights.

1. Definitions:

   As used herein, the capitalized terms below have the following meanings:

   "Business Day" means each day (other than a Saturday or Sunday) on which
commercial banks and foreign exchange markets are generally open to transact business
in New York and London.
“Junior Stock” means the Corporation’s Common Stock and any other class or series of the Corporation’s capital stock now existing or hereafter authorized over which the Parity Stock has preference in payment of dividends or in the distribution of assets on any liquidation, dissolution or winding up of the Corporation.

“Parity Stock” means the Corporation’s Series 1 Preferred Stock (as defined below) and Series 2 Preferred Stock (as defined below) and any other series of the Corporation’s preferred stock hereafter authorized and created having rights equal to the Series 1 Preferred Stock and Series 2 Preferred Stock in payment of dividends or in distribution of assets on any liquidation, dissolution or winding up of the Corporation.

“Preferred Dividends” means dividends declared with respect to any shares of Parity Stock.

“Sterling” means the lawful currency of the United Kingdom.

“U.S. Dollars” means the lawful currency of the United States of America.

II. The Series 1 Preferred Stock:

A. Designation

The designation of this series of Class A Preferred Stock is “Series 1 Preferred Stock” (hereinafter referred to as the “Series 1 Preferred Stock”), and the number of shares constituting such series is Twenty Thousand (20,000).

B. Dividends

The holders of record of shares of Series 1 Preferred Stock shall be entitled to receive, when and as declared by the Board, out of any funds legally available for such purpose, cash dividends on each share of Series 1 Preferred Stock in U.S. Dollars, in preference to distributions to the holders of Junior Stock and in arrears, at an annual dividend rate of 11% of the liquidation preference of $35,000 per share, and no more, to be paid in four equal installments each year by the Corporation (each such installment, a “Series 1 Quarterly Dividend”). The Series 1 Quarterly Dividend shall be payable on or before the last Business Day of each of March, June, September and December in each calendar year (each, a “Dividend Payment Date” for the Series 1 Preferred Stock), beginning on the later of (1) September 30, 2008 and (2) the date on which Compass Group Holdings (BVI) Limited (“Compass BVI”) is obligated to make interest payments on the promissory notes issued by Compass BVI to Stepgates Limited pursuant to that certain Loan Note Agreement to be dated August 5, 2008. Each Series 1 Quarterly Dividend shall be paid to the holders of record of Series 1 Preferred Stock as they appear in Corporation’s stock register on a record date fixed by the Board, which shall be no more than 30 days prior to the Payment Date. Any due but unpaid amount of a Series 1 Quarterly Dividend shall be carried forward and paid in priority to the Series 1 Quarterly Dividend payable on a later date. Accumulations of dividends shall not bear interest.

No cash dividend shall be declared, paid or set apart for any shares of Junior Stock unless Preferred Dividends at the time outstanding for all past dividend periods and for the then-current
dividend period shall have been declared and a sum sufficient for the payment thereof shall have been set apart.

Dividends paid on shares of Parity Stock in an amount less than the total amount of such dividends at the time accrued and payable on those shares of Parity Stock shall be allocated pro rata on a share-by-share basis among all shares of Parity Stock then outstanding.

C. Redemption

(1) Optional Redemption. The Corporation, at the option of its Board, may redeem out of funds legally available therefor, in whole or in part, the shares of Series 1 Preferred Stock at the time outstanding, at any time, upon notice given as provided in Section C(2) below. The redemption price for shares of Series 1 Preferred Stock shall be $35,000 per share plus dividends that have been declared but not paid to the date of redemption.

(2) Notice of Redemption. Notice of every redemption of shares of Series 1 Preferred Stock shall be mailed by first class mail, postage prepaid, addressed to the holders of record of such shares to be redeemed at their respective last addresses appearing on the stock register of the Corporation. Such mailing shall be at least 15 days and not more than 60 days before the date fixed for redemption. Any notice mailed as provided in this Section C(2) shall be conclusively presumed to have been duly given, whether or not the holder receives such notice, but failure duly to give such notice by mail, or any defect in such notice or in the mailing thereof, to any holder of shares of Series 1 Preferred Stock designated for redemption shall not affect the validity of the proceedings for the redemption of any other shares of Series 1 Preferred Stock. Each notice shall state (i) the redemption date; (ii) the number of shares of Series 1 Preferred Stock to be redeemed and, if fewer than all the shares held by such holder are to be redeemed, the number of such shares to be redeemed from such holder; (iii) the redemption price; (iv) the place or places where the certificates for such shares are to be surrendered for payment of the redemption price; and (v) that dividends on the shares to be redeemed will cease to accrue on the redemption date.

(3) Partial Redemption. In case of any redemption of only part of the shares of Series 1 Preferred Stock at the time outstanding, the shares of Series 1 Preferred Stock to be redeemed shall be selected either pro rata from the holders of record of Series 1 Preferred Stock in proportion to the number of Series 1 Preferred Stock held by such holders or by lot or in such other manner as the Board may determine to be fair and equitable. Subject to the provisions of this Section C, the Board shall have full power and authority to prescribe the terms and conditions upon which shares of Series 1 Preferred Stock shall be redeemed from time to time.

(4) Effectiveness of Redemption. If notice of redemption has been duly given and if on or before the redemption date specified in the notice all funds necessary for the redemption have been set aside by the Corporation, separate and apart from its other assets, in trust for the pro rata benefit of the holders of the shares called for redemption, so as to be and continue to be available therefor, or deposited by the Corporation with a bank or trust company selected by the Board (the “Depository Company”) in trust for the pro rata benefit of the holders of the shares called for redemption, then, notwithstanding that any certificate for any share so called for redemption has not been surrendered for cancellation, on and after the redemption date all shares
so called for redemption shall cease to be outstanding, all dividends with respect to such shares shall cease to accrue after such redemption date, and all rights with respect to such shares shall forthwith on such redemption date cease and terminate, except only the right of the holders thereof to receive the amount payable on such redemption at any time after the redemption date from the funds so deposited, without interest. The Corporation shall be entitled to receive, from time to time, from the Depository Company any interest accrued on such funds, and the holders of any shares called for redemption shall have no claim to any such interest. Any funds so deposited and unclaimed at the end of three years from the redemption date shall, to the extent permitted by law, be released or repaid to the Corporation, and in the event of such repayment to the Corporation, the holders of record of the shares so called for redemption shall be deemed to be unsecured creditors of the Corporation for an amount equivalent to the amount deposited as stated above for the redemption of such shares and so repaid to the Corporation, but shall in no event be entitled to any interest.

D. Liquidation Preference

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of Series 1 Preferred Stock shall be entitled to receive, along with the payment to be made hereunder to the holders of Parity Stock and before any payment shall be made to the holders of the shares of Common Stock, out of the assets of the Corporation available for distribution to stockholders, the liquidation preference of $35,000 per share of Series 1 Preferred Stock plus the aggregate of any declared but unpaid dividends per share on the Series 1 Preferred Stock up to the date of such liquidation, dissolution or winding up. After payment to the holders of the Series 1 Preferred Stock of the full amount as aforesaid, the holders of the Series 1 Preferred Stock as such shall have no right or claim to any of the remaining assets which shall be distributed ratably to the holders of the Junior Stock.

If, upon any such liquidation, dissolution or winding up, the assets available therefor are not sufficient to permit payment to the holders of the Series 1 Preferred Stock of the full amount aforesaid, then the holders of the Parity Stock then outstanding shall share ratably in the distribution of assets in accordance with the sums which would be payable if such holders were to receive the full amounts as aforesaid.

Neither the merger or consolidation of the Corporation into or with another entity nor the merger or consolidation of any other entity into or with the Corporation shall be deemed to be a liquidation, dissolution or winding up of the Corporation.

E. Conversion

The Series 1 Preferred Stock shall not be convertible into any shares of Common Stock or any other class of shares, nor exchanged for any shares of Common Stock or any other class of shares.

F. Voting Rights

The shares of Series 1 Preferred Stock shall not have any voting rights except as required by law.
III. The Series 2 Preferred Stock:

A. Designation

The designation of this series of Class B Preferred Stock is “Series 2 Preferred Stock” (hereinafter referred to as the “Series 2 Preferred Stock”), and the number of shares constituting such series is Ten Thousand (10,000).

B. Redemption

The Series 2 Preferred Stock shall not be redeemable by the Corporation.

C. Liquidation Preference

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of Series 2 Preferred Stock shall be entitled to receive, along with the payment to be made hereunder to the holders of the shares of Parity Stock and before any payment shall be made to the holders of the shares of Junior Stock, out of the assets of the Corporation available for distribution to stockholders, the amount per share equal to the sum of (1) the Liquidation Value plus (2) the aggregate of any accrued but unpaid dividends (whether or not declared) on the Series 2 Preferred Stock up to the date of such liquidation, dissolution or winding up, divided by the number of shares of Series 2 Preferred Stock outstanding at the time of such liquidation, dissolution or winding up. “Liquidation Value” means the Sterling equivalent of U.S. $645,000,000 converted at the Initial Rate. “Initial Rate” means the Sterling/U.S. Dollar exchange rate set out in the foreign exchange contract or similar agreement entered into by Compass Group PLC and Bank of America, N.A. on or about April 2, 2001 in connection with a drawing on that date under the Facility Agreement or, if no such contract is entered into, the spot rate of exchange at which, in accordance with normal banking procedures, the Reference Banks (as defined in the Facility Agreement) could purchase U.S. Dollars with Sterling at approximately 11:00 a.m., London time, on April 2, 2001. “Facility Agreement” means the £5,000,000,000 multicurrency credit facilities agreement dated June 6, 2000 among Granada Compass PLC, as Borrower, ABN Amro Bank N.V., Bank of America International Limited, Barclays Capital, Greenwich NatWest Limited, HSBC Investment Bank plc and Salmon Brothers International Limited, as Arrangers, National Westminster Bank plc, as Agent, National Westminster Bank plc, as Original Fronting Bank, and the financial institutions named therein.

After payment to the holders of the Series 2 Preferred Stock of the full amount as aforesaid, the holders of the Series 2 Preferred Stock as such shall have no right or claim to any of the remaining assets which shall be distributed ratably to the holders of the Junior Stock.

If, upon any such liquidation, dissolution or winding up, the assets available therefor are not sufficient to permit payment to the holders of the Series 2 Preferred Stock of the full amount aforesaid, then the holders of the Parity Stock then outstanding shall share ratably in the distribution of assets in accordance with the sums which would be payable if such holders were to receive the full amounts aforesaid.

Neither the merger or consolidation of the Corporation into or with another entity nor the merger or consolidation of any other entity into or with the Corporation shall be deemed to be a liquidation, dissolution or winding up of the Corporation.
D. Conversion

The Series 2 Preferred Stock shall not be convertible into any shares of Common Stock or any other class of shares, nor exchanged for any shares of Common Stock or any other class of shares.

E. Voting Rights

The shares of Series 2 Preferred Stock shall not have any voting rights except as required by law.

5. No holder of any stock of the Corporation of any class now or hereafter authorized shall have any preemptive right to purchase, subscribe for, or otherwise acquire any shares of stock of the Corporation or any class now or hereafter authorized, or any securities exchangeable for or convertible into any such shares, or any warrants or other instruments evidencing rights or options to subscribe for, purchase or otherwise acquire any such shares whether such shares, securities, warrants or other instruments be unissued, or issued and thereafter acquired by the Corporation.

6. To the fullest extent permitted by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation, its shareholders or otherwise for monetary damage for breach of his duty as a director. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

7. The Corporation reserves the right at any time from time to time to amend or repeal any provision contained in this Amended and Restated Certificate of Incorporation, and to add any other provisions authorized by the laws of the State of Delaware at the time in force; and all rights, preferences and privileges conferred upon stockholders, directors or any other persons by and pursuant to this Amended and Restated Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Article.

[Remainder of this page intentionally blank.]
IN WITNESS WHEREOF, Compass Group USA, Inc. has caused this Amended and
Restated Certificate of Incorporation to be signed by its duly authorized officer this 15th day of
November, 2011.

[Signature]

C. Palmer Brown
Sr. Vice President and General Counsel
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that COMPASS GROUP USA, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON SEPTEMBER 19, 1995, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 6TH day of JUNE, A.D. 2017.

Jesse White
SECRETARY OF STATE
CITY OF EVANSTON
Cook County, Illinois
CORPORATE SURETY BOND
(Supplement B)

Surety Bond #: 106883864

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, Compass Group Inc. d/b/a Chartwells
of the City of Evanston, County of Cook, and State of Illinois, a corporation organized and existing under the laws of the State of Delaware, as Principal and Travelers Casualty and Surety Company of America, organized and existing under the law of the State of Connecticut, and licensed to do business in the City of Evanston, County of Cook, and State of Illinois, hereinafter called the sureties, are held and firmly bound unto the City of Evanston, a municipal corporation, in the sum of TWENTY-FIVE HUNDRED AND NO/100 DOLLARS ($2,500) for the payment whereof to the City of Evanston, the principal and said sureties bind themselves, their heirs, executors, administrators, and assigns jointly and severally firmly by these presents. Signed, sealed, and dated this 5th DAY OF June, 2018.

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control Commissioner of the City of Evanston under the provision of the Title 3, Chapter 4, relating to the Sale of Alcoholic Liquor, of the Municipal Code of the City of Evanston, recodified January 2014, and amendments thereto, which license will expire on the 1st DAY OF July, 2019.

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall comply with all the provisions of Title 3, Chapter 4, of the Municipal Code of the City of Evanston hereinbefore described, and any and all other ordinances of the City of Evanston relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance; and if said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or which may hereafter be in force in the City of Evanston affecting the operation of said business, then this obligation shall be void; otherwise it shall remain in full force and effect.
Compass Group Inc. d/b/a Chartwells
Signed, sealed, and dated this 5th day of June, 2018.
By: J. McConl
Title: EVP & Secretary
State of North Carolina
County of Mecklenburg

PRINCIPAL

SURETIES

Travelers Casualty and Surety Company of America
Signed, sealed, and dated this 5th day of June, 2018.
By: Donna K. Ashley
Title: Attorney-In-Fact
State of North Carolina
County of Mecklenburg

By: Lauren Ashley
Title: Witness
State of North Carolina
County of Mecklenburg

ACKNOWLEDGEMENT OF CORPORATE SURETY

The foregoing instrument was acknowledged before me by Donna K. Ashley
this 5th day of June, 2018.

Notary Signature Angela D. Ramsey
My Commission Expires: July 17, 2020
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the “Companies”), and that the Companies do hereby make, constitute and appoint Donna K. Ashley of Charlotte, North Carolina, their true and lawful Attorney-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereeto affixed, this 3rd day of February, 2017.

State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Settlor Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

Marie C. Tetresault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company’s name and seal with the Company’s seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company’s seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of June, 2018

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3890.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Willis of North Carolina, Inc.
c/o 26 Century Blvd
P.O. Box 301919
Nashville, TN 372305191 USA

CONTACT NAME: PHONE: FAX:
NAME: 1-877-945-7378 1-888-467-2378
E-MAIL: certificates@willis.com

INSURED
Compass Group USA, Inc.
2400 Yorkmont Road
Charlotte, NC 28217-4611

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: National Union Fire Insurance Company of P 19445
INSURER B: ACE Property & Casualty Insurance Company 20699
INSURER C: New Hampshire Insurance Company 23841
INSURER D: National Fire & Marine Insurance Company 20079
INSURER E: American Home Assurance Company 19380
INSURER F: Illinois National Insurance Company 23817

COVERAGE NUMBER: W6833033

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INER | TYPE OF INSURANCE | ADDED SUBW | POLICY NUMBER | POLICY EFFECT | POLICY EXP | LIMITS
---|-------------------|-------------|---------------|-------------|------------|--------
A | COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR | GL 6938977 | 09/30/2017 | 09/30/2018 | EACH OCCURRENCE $1,000,000 |
B | AUTOMOBILE LIABILITY | A | CA 4400105 | 09/30/2017 | 09/30/2018 | COMBINED SINGLE LIMIT $2,000,000 |
B | UMBRELLA LIABILITY | OCCUR CLAIMS-MADE | XOO 27738631 003 | 09/30/2017 | 09/30/2018 | EACH OCCURRENCE $10,000,000 |
C | WORKERS COMPENSATION AND EMPLOYER’S LIABILITY | N/A | WC 086326269 | 09/30/2017 | 09/30/2018 | E.L. EACH ACCIDENT $2,000,000 |
A | LIQUOR LIABILITY - COMPASS | Y | GL 6938973 | 09/30/2017 | 09/30/2018 | Each Common Cause: $1,000,000 |

DESCRIPTION OF OPERATIONS/Locations/Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This voids and replaces previously issued certificate dated 07/02/2018 with ID: W6829178.

Re: 1999 Campus Drive, Evanston, IL 60208.
SIR applies as respect to General Liability per terms and conditions of this policy. SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

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

City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

Authorized Representative

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ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25  FORM TITLE: Certificate of Liability Insurance

The umbrella policy follows the primary insurance coverage captioned above subject to the policy terms and conditions.

Workers Compensation Policy #WC 086326269 Covers States of
AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MS,MN,NE,NV,NY,OH,OK,OR,RI,SC,SD,TN,TX,VA.

SIR applies as respect to Liquor Liability per terms and conditions of this policy.

Compass Group USA, Inc. 1501 Central Avenue, Evanston, IL 60201.

City of Evanston is an Additional Insured with respect to General Liability and Liquor Liability pursuant to City of Evanston code section 3-4-4.

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh

POLICY NUMBER: CA 4400105  EFF DATE: 09/30/2017  EXP DATE: 09/30/2018

TYPE OF INSURANCE:
Garagekeepers Liability

LIMIT DESCRIPTION: Limits: $1,500,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh

POLICY NUMBER: CA 4400106  EFF DATE: 09/30/2017  EXP DATE: 09/30/2018

TYPE OF INSURANCE:
Compass - MA Auto Liability
Any Auto
Self-Ins. Phy Damage

LIMIT DESCRIPTION: Combined Single Limit:
LIMIT AMOUNT: $2,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh

POLICY NUMBER: CA 4400108  EFF DATE: 09/30/2017  EXP DATE: 09/30/2018

TYPE OF INSURANCE:
Compass - VA Auto Liability
Any Auto
Self-Ins. Phy Damage

LIMIT DESCRIPTION: Combined Single Limit
LIMIT AMOUNT: $2,000,000
### ADDITIONAL REMARKS SCHEDULE

**AGENCY**
Willis of North Carolina, Inc.

**NAMED INSURED**
Compas Group USA, Inc.
2400 Yorkmont Road
Charlotte, NC 28217-4611

**POLICY NUMBER**
See Page 1

**CARRIER**
See Page 1

**NAIC CODE**
See Page 1

**EFFECTIVE DATE:** See Page 1

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**ADDITIONAL REMARKS**

**ADDENDUM REIMBURSEMENT:**

- **ISSUE:** Certificate of Liability Insurance
- **FORM NUMBER:** 25

**INSURER AFFORDING COVERAGE:**
National Fire & Marine Insurance Company
- **POLICY NUMBER:** 42-XSF-302909-02
- **EFF DATE:** 09/30/2017
- **EXP DATE:** 09/30/2018
- **NAIC#:** 20079

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**INSURER AFFORDING COVERAGE:**
New Hampshire Insurance Company
- **POLICY NUMBER:** WC 086326276
- **EFF DATE:** 09/30/2017
- **EXP DATE:** 09/30/2018
- **NAIC#:** 23841

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<td>E.L. Disease Ea Emp:</td>
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**ADDITIONAL REMARKS:**
Policy Covers States of: AK, AZ, IL, KY, NC, NH, NJ, PA, UT, VA, VT

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**INSURER AFFORDING COVERAGE:**
New Hampshire Insurance Company
- **POLICY NUMBER:** WC 086326271
- **EFF DATE:** 09/30/2017
- **EXP DATE:** 09/30/2018
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**ADDITIONAL REMARKS:**
Policy Covers States of: MA, WI, Stop Gap Coverage: ND, OH, WA, WY.
## ADDITIONAL REMARKS SCHEDULE

### Willis of North Carolina, Inc.

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### Certificate of Liability Insurance

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### ADDITIONAL REMARKS:
Policy Covers State of CA.

### Illinois National Insurance Company

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### ADDITIONAL REMARKS:
Policy Covers State of FL.

### New Hampshire Insurance Company

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### ADDITIONAL REMARKS:
Policy Covers State of ME

### National Union Fire Insurance Company of Pittsburgh

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### ADDITIONAL REMARKS:
Policy Covers State of OH

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 9/30/2017 forms a part of Policy No. GL 6938973

issued to: Thompson Hospitality Corporation

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

SCHEDULE

PERSONS OR ORGANIZATIONS:

ANY PERSON OR ORGANIZATION WHO YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR WRITTEN AGREEMENT YOU HAVE ENTERED INTO.

City of Evanston

SECTION II - WHO IS AN INSURED is amended to include the above scheduled persons or organizations as additional insured(s).

The person or organization shown in the Schedule above is deemed an insured but only with respect to liability arising out of your selling, serving or furnishing of any alcoholic beverage.

All other terms, conditions, and exclusions of this policy remain unchanged.

AUTHORIZED REPRESENTATIVE

97503 (2/08) Includes copyrighted material of Insurance Services Office, Inc., with its permission.
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Let us create a taste you will remember and an event you will continue to celebrate.

Northwestern Catering Evanston is excited to share our catering brochure with you. These pages offer fresh and contemporary menu selections, keeping in mind the many needs of your guests: your event and your peace of mind. We are committed to delivering the Northwestern experience at all levels of events: from student meetings to upscale campus-wide celebrations of scholarship and tradition.

Our culinary professionals take great pride in sculpting diverse, indulgent and creative menus that enhance each event. Whether ordering from these pages or just using them as inspiration, our team is ready to plan your next occasion. From using sustainable and local foods to create fresh, healthy and conscious menus to developing specific plates that meet cultural, dietary or lifestyle needs, we are excited to serve you.

On behalf of our entire team, we thank you for choosing Northwestern Catering Evanston. We look forward to serving you.

email us: catering@northwestern.edu
847-467-5114 | Evanston
312-501-7753 | Chicago
847-491-4799 | Athletics & Ryan Field
www.catering.northwestern.edu
PLANT YOUR EVENT

Our goal is to understand your expectations first, and then exceed them.

To create the full event experience for your guests, we will cover these five areas with you as part of the event planning process:

1. Location, location, location.
   Have you reserved an event location? What do you imagine for the room layout? Together we can plan for the tables, set up, and atmosphere you're looking for.

2. Upscale your event.
   Have you thought about the right linens for this event? If you have a color scheme, how can we help incorporate these elements into your event?

3. That extra touch.
   Have your flowers been ordered through Northwestern Catering? Are you looking for something special to "wow" your guests? Let us brainstorm with you to bring that something special to make the event stand out.

4. Taste outside the box.
   What are you craving? While our guide offers a variety of menus, for every palette of our chefs and culinary teams, specialized in the newest trends, we can work with you to develop that special menu that personalizes your event from appetizer to dessert.

5. Let's toast!
   Would you consider a Premium Bar Package for your guests? Let's give them something to celebrate.

Student Event Planning

The student experience is our top priority, and we will be happy to assist you in planning any level of event. If you are a student group looking to plan an event, we are excited to help you plan a sustainable event. Please ask our team for a copy of our Student Catering Guide and "Green Guidebook" for anyone wishing to incorporate recycling, composting, and other green ideas into their event, or download a PDF version of each from our website | www.catering.northwestern.edu

SustainNU is a University-wide program that aims to engage students, faculty, and staff in reducing and eventually eliminating Northwestern’s contribution to climate change. In doing so, we will lead the way toward a greener, healthier, and more sustainable future.

SustainNU has a goal to increase our campus waste diversion rate to 90% by 2020. This will be done by increasing waste prevention, reuse, recycling, and composting, and reducing biomass disposal. This effort is rooted in partnership, and we encourage our campus community to integrate sustainability into all events. To learn more about how to host low-impact and zero waste events, please visit Northwestern Catering’s Green Guide.
BREAKFAST
MORNING FARE

BREAKFAST

THE CLASSIC CONTINENTAL
seasonal sliced fresh fruit tray 2 oz | 125 cal
CHOICE OF TWO: assorted breakfast breads 1 slice | 260 cal, coffee cake 1 slice | 120-160 cal, mini-scones 1 each | 150-220 cal, danish 1 each | 170 cal, cinnamon rolls 1 each | 135 cal or assorted bagels 1 each | 280-310 cal
whipped butter 1 oz | 200 cal, whipped cream cheese 1 oz | 100 cal
whipped low-fat cream cheese 1 oz | 80 cal and assorted jellies 1 oz | 150-300 cal
chilled bottled orange juice 10 oz | 150 cal and apple juice 10 oz | 140 cal

THE HEALTHY START
seasonal sliced fresh fruit tray 2 oz | 125 cal
low-fat yogurt parfaits made with fresh berries
and low-fat granola 1 each | 120-250 cal
whole wheat bagels each | 125 cal, whipped low-fat cream cheese 1 oz | 160 cal
and assorted jellies 1 oz | 150-200 cal
vegetarian scramble eggs 2 oz | 190 cal
chilled bottled orange juice 10 oz | 150 cal and apple juice 10 oz | 140 cal

$13.75 per guest

NORTHWESTERN BREAKFAST BUFFET
seasonal sliced fresh fruit tray 2 oz | 125 cal and berries 1 oz | 15 cal tray
CHOICE OF TWO:
mini croissants 1 each | 80 cal, assorted muffins 1 each | 130-150 cal, assorted breakfast breads 1 slice | 280 cal, coffee cake 1 slice | 150-160 cal or mini scones 1 each | 150-220 cal, whipped butter 1 oz | 120 cal, and assorted jellies 1 oz | 150 cal
CHOICE OF ONE:
hash browns 2 oz | 130 cal or home fries 2 oz | 150 cal
CHOICE OF TWO:
crispy bacon 2 slices | 110 cal, pork sausage links 2 links | 110 cal, turkey bacon 2 slices | 110 cal, turkey link sausage 2 links | 110 cal or country ham 2 slices | 160 cal
CHOICE OF ONE:
cage-free scrambled eggs 2 oz | 130 cal, grilled zucchini, bacon, swiss cheese egg white frittata 1 wedge | 130 cal, garden vegetable quiche 1 wedge | 350 cal or broccoli cheddar quiche 1 wedge | 350 cal
CHOICE OF ONE:
pancakes 2 each | 230 cal or traditional French toast 2 slices | 260 cal
with warm maple syrup 1 oz | 15 cal and melted butter 1 oz | 110 cal, chilled bottled orange juice 10 oz | 150 cal and apple juice 10 oz | 140 cal

$58.75 per guest

OMELET STATION
An omelet station can be added to any of the breakfast menus.
These menus are available for groups of 20 or more. Culinary is included.
cage-free eggs 2 eggs | 150 cal and egg whites 4 oz | 160 cal
smoked ham 2 tsp | 125 cal, bacon 2 tsp | 150 cal, pork sausage links 1 tsp | 50 cal, turkey bacon 1 tsp | 135 cal, shredded cheddar 1 oz | 110 cal, feta cheese 1 oz | 170 cal, sliced tomatoes 1 oz | 15 cal, sweet peppers 3 oz | 120 cal and scallions 1 oz | 11 cal all prepared by our talented culinarians

$10.45 per guest

pictured above | Blueberry breakfast bread

These menus are presented buffet style. Services include delivery, linen draped service tables, set up and clean up. High-quality plastic serviceware is included, both eco-friendly serviceware and china is also available upon request for a nominal charge. Freshly baked Seattle's Best® Fair Trade coffee 8 oz | 10 cal and decaffeinated coffee 8 oz | 10 cal and Tazo® Tea herbal and rooibos herbal and decaffeinated Tazo® teas with hot water 8 oz | 10 cal are included. These services are available for groups of 20 or more.

2,000 calories a day is used for general nutrition advice but calorie needs vary. Additional nutritional information available upon request. We can also accommodate gluten-free requests.

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À LA CARTE
Selections from these menus are presented buffet style.
Services include delivery, linen draped service tables, set up and clean up.

ASSORTED FRESHLY BAKED MUFFINS
- Cranberry orange 1 each | 330 cal
- Lemon poppy seed 1 each | 400 cal
- Blueberry 1 each | 350 cal
- Apple cinnamon 1 each | 380 cal

ASSORTED BREAKFAST BREADS AND COFFEE CAKES
- Banana nut bread 1 slice | 280 cal
- Lemon poppy seed bread 1 slice | 320 cal
- Blueberry sour cream coffee cake 1 slice | 350 cal
- Apple streusel coffee cake 1 slice | 260 cal
- Chocolate espresso coffee cake 1 slice | 320 cal
- Assorted danish 1 each | 330 cal
- Einstein Brothers Assorted Bagels* 1 each | 260-290 cal

MORNING STARTERS
The following items can be added onto any of the breakfast menus to create a custom menu for any occasion. These menus are available for groups of 20 or more.

- Ham and potato frittata 1 wedge | 220 cal
- Cheese blintz with fruit toppings served with sour cream | 1 blintz | 110 cal
- Individual assorted yogurts | 8 oz | 140 cal
- Smoked salmon platter with red onions, capers, cream cheese served in 1 cal and mini bagels | 1 mini bagel | 20 cal

$18.00 per dozen

$12.50 per cake

$17.50 per dozen

$14.50 per dozen

$12.00 per dozen

$17.50 per dozen

$2.75 per guest

$2.50 per guest

$2.00 per item

$5.50 per guest

*Additional nutrition information available upon request. We can also accommodate gluten-free requests.
BEVERAGE SERVICE

COLD BEVERAGES
one gallon serves 9-12 guests

- orange juice 8 oz. | 150 cal | $15.00 per gallon
- cranberry juice 8 oz. | 210 cal | $15.00 per gallon
- apple juice 8 oz. | 190 cal | $15.00 per gallon
- freshly brewed iced tea 8 oz. 10 cal | $12.75 per gallon
- lemonade 8 oz. | 70 cal | $12.75 per gallon
- fruit punch 8 oz. 10 cal | $12.75 per gallon
- orange blossom punch 8 oz. | 110 cal | $15.50 per 50 guests
- seasonal chilled apple cider 8 oz. | 110 cal | market price per gallon
- iced water service 8 oz. 10 cal | $15.99 per gallon per 50 guests
- iced tea service with fresh quartered oranges | $17.00 per gallon per 50 guests
- bottled water 16 oz. 10 cal | $1.80 per item
- bottled fruit juice: orange 10 oz. | 150 cal | $1.45 per item
- or apple juice 10 oz. | 140 cal | $1.45 per item
- canned: assorted canned Coca-Cola soft drinks, regular 12 oz. 150 - 150 cal and diet 12 oz. 0 - 5 cal | $1.45 per item

HIGH QUALITY PLASTIC SERVICEWARE IS INCLUDED. BOTH ECO-FRIENDLY SERVICEWARE AND CHINA IS ALSO AVAILABLE, UPON REQUEST, FOR A NON-MANDATORY SERVICE. SERVICES INCLUDE DELIVERY, LIMON DIPLADO SERVICE TABLES, SET UP AND CLEAN UP. APPROPRIATE ACCOMMODATIONS PROVIDED.

HOT BEVERAGES
one gallon serves 9-12 guests

- Seattle's Best® Fair Trade Coffee 8 oz. 10 cal and decaffeinated coffee 8 oz. 10 cal | $14.99 per gallon
- Starbucks® premium coffee 8 oz. 10 cal and decaffeinated coffee 8 oz. 10 cal | $15.99 per gallon
- Dunkin' Donuts® coffee 8 oz. 10 cal and decaffeinated coffee 8 oz. 10 cal | $14.99 per gallon
- Tazo® hot or iced tea 8 oz. 10 cal | $14.99 per gallon
- hot chocolate 8 oz. 120 cal with marshmallows ½ oz. 145 cal | $14.99 per gallon
- seasonal hot apple cider 8 oz. | 110 cal | market price per gallon

COFFEE & TEA SERVICE

- freshly brewed Seattle's Best® Fair Trade coffee 8 oz. 10 cal and decaffeinated coffee 8 oz. 10 cal | $2.75 per guest
- Tazo® herbal, non-herbal, and decaffeinated Tazo® teas with hot water 8 oz. 10 cal | $3.25 per guest
- freshly brewed Starbucks® premium coffee 8 oz. 10 cal and decaffeinated coffee 8 oz. 10 cal | $2.75 per guest
EVERYDAY OPTIONS

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ALL DAY AT NORTHWESTERN

Designed for full-day conferences or meetings, this service simplifies your event planning requirements. Menu offerings are presented buffet style. Services include delivery, linen draped service tables, set-up and clean-up. High-quality plastic serviceware is included. Both eco-friendly serviceware and china are also available upon request for a nominal charge. These menus are available for groups of 20 or more. Service charged between meals is included in the University Center at Evans on the Evanston campus. Please contact us for coordination for the other Northwestern University locations.

$35.00 per guest

ALL DAY PACKAGE

CLASSIC CONTINENTAL BREAKFAST
seasonal sliced fresh fruit tray 2 oz | 175 cal
CHOICE OF TWO: assorted breakfast breads 1 slice | 280 cal, coffee cake slice | 180-250 cal, mini scenes 1 each | 190-250 cal
danish 1 each | 200 cal, cinnamon rolls 1 each | 180-250 cal, assorted bagels 1 each | 240-250 cal
whipped butter 1 oz | 200 cal, whipped cream cheese 1 oz | 150 cal
whipped low-fat cream cheese 1 oz | 150 cal
and assorted picks 1 oz | 150-160 cal
freshly brewed Seattle's Best® fair trade coffee 8 oz | 0 cal
decaffeinated coffee 8 oz | 0 cal
tazo® herbal, non-caffeinated tea and
decaffeinated tazo® tea with hot water 8 oz | 0 cal
iced water station Bar | 0 cal

MID-MORNING BREAK
refresh Seattle's Best® coffee service 8 oz | 10 cal
seasonal sliced fresh fruit tray 2 oz | 10 cal
assorted granola bars 1 bar | 190-250 cal
assorted canned Coca-Cola® soft drinks,
regular 12 oz | 160-180 cal and diet 12 oz | 10-5 cal
iced water station Bar | 0 cal

LUNCH BUFFET
Our menu offerings change daily and include a salad, entree, dessert and beverage. Please contact our catering sales office for more details on our chef's featured recommendations.

AFTERTNOON SNACK
CHOICE OF TWO:
assorted individual bags of chips 1 bag | 130-150 cal, assorted mini candy bars 3 pieces | 130 cal, gourmet cookies 1 each | 160-180 cal and
bars 1 each | 180-250 cal, carrots and celery sticks | 3 each | 115 cal with
ranch dressing 1 oz | 130 cal, tortilla chips 2 oz | 180 cal with salsa 2 oz | 175 cal
or bunches of red and green grapes | 3 each | 130 cal
assorted canned Coca-Cola® soft drinks,
regular 12 oz | 140-180 cal and diet 12 oz | 10-5 cal
iced water station Bar | 0 cal
TIME-SAVING SELECTIONS

SIGNED BOXED SANDWICHES

All box lunches include a bag of chips, 1 bag (130–220 cal) and a choice of one seasonal fruit salad (12 oz) or (35 cal), potato salad (3 oz) or (110 cal), coleslaw (3 oz) or (80 cal), a choice of a large cookie (180–220 cal), brownie (180–220 cal) or seasonal fruit cup (7 oz), or 12 oz of bottled water. Eco-friendly serviceware is provided. A 5-guest minimum per menu selections for signature boxed salads. China is also available as is plated served service with a 20-guest minimum for a nominal charge. Services include delivery, linen draped service tables, set up and clean up.

SIGNATURE BOXED SALADS

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<tr>
<td>add grilled portobello mushroom</td>
<td>+200 cal</td>
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<tr>
<td>GREEK SALAD</td>
<td>210 cal</td>
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<td>add mixed greens</td>
<td>+200 cal</td>
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<tr>
<td>add mixed greens</td>
<td>+200 cal</td>
</tr>
<tr>
<td>CHINESE CHICKEN SALAD</td>
<td>280 cal</td>
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<tr>
<td>add mixed greens</td>
<td>+200 cal</td>
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<td>add mixed greens</td>
<td>+200 cal</td>
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$10.95 per guest
$12.25 per guest
$13.55 per guest

VEGETARIAN SANDWICHES

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<td>GRILLED PORTOBELLO WITH PROVOLONE</td>
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<td>HUMMUS, AVOCADO AND ROASTED VEGETABLE WRAP</td>
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$12.55 per guest
$13.55 per guest

Spicy Italian Baguette

2010 calories a day is used for general nutrition advice but individual needs vary. Additional nutrition information available upon request. We can also accommodate guest's requests.
SERVED LUNCHEONS & DINNERS
SERVED LUNCHEONS & DINNERS

All served luncheons and dinners include a choice of salad or starter, two accompaniments, freshly baked dinner rolls, 1 roll, 90 cal, and butter, 1 oz, 140 cal. Choice of dessert, freshly brewed Seattle's Best® coffee, 8 oz, 0 cal. Decaffeinated coffee, 8 oz, 0 cal. Todo® herbal and non-herbal teas are also available. Hot water, 8 oz, 0 cal and freshly brewed iced tea, 8 oz, 0 cal. These services are available for groups of 20 or more. Children’s menu also available. Services include delivery, linen on guest tables, set up and clean up.

POULTRY

SESAME CHICKEN BREAST 1 serving | 320 cal grilled breast of chicken marinated with sesame, soy, garlic, cilantro and scallions $25.00 per guest

TRADITIONAL CHICKEN PICCATA 1 serving | 480 cal seared breast of chicken in a lemon caper white wine sauce $25.00 per guest

ROASTED CHICKEN FLORENTINE 1 serving | 440 cal crispy roasted breast of chicken topped with a creamy spinach mixture and mozzarella $25.00 per guest

LEMON PARMESAN CHICKEN 1 serving | 380 cal parmesan encrusted chicken breast served with champagne white wine sauce $25.00 per guest

APRICOT AND GOAT CHEESE CHICKEN BREAST 1 serving | 360 cal chicken roulade stuffed with apricot and tangy goat cheese $26.00 per guest

COMBINATIONS

BEEF AND SALMON FILETS 1 serving | 360 cal tenderloin medallion & salmon filet on caramelized onion mashed potatoes and demi-glace sauce $38.50 per guest

CHICKEN BRUSCHETTA 1 serving | 340 cal and EGGPLANT ROLATINI 1 serving | 370 cal balsamic grilled chicken breast and spinach parmesan rolled eggplant topped with tomato basil bruschetta salad $32.00 per guest

BEEF

$28.00 per guest BRAISED SHORT RIBS 1 serving | 350 cal with spring pea puree, 2 oz, 150 cal citrus braised beet, 1 oz, 165 cal, with green pea puree and fried shaved mushroom

$29.00 per guest GORGONZOLA FILET AND CABERNET DRIZZLE 1 serving | 580 cal tender filet mignon with a savory roasted gorgonzola crust with a cabernet glaze

$26.00 per guest PAN-SEARED PORK TENDERLOIN 1 serving | 430 cal pan seared pork tenderloin coated in a savory apple & onion sauce with a hint of lemon zest, brown sugar & nutmeg

$38.00 per guest CHICAGO STEAKHOUSE CLASSIC 1 serving | 1070 cal char grilled bone-in ribeye steak with smoked tomato marmalade

$38.00 per guest PRIME-CUT FILET 1 serving | 580 cal pan seared 8 oz filet mignon with shaved shiitake chipolata confit and cabernet reduction

SEASOD

$30.00 per guest BROILED SALMON WITH TWO SALSA 1 serving | 320 cal broiled salmon with lemony cucumber, mint and pine nuts, and fresh red and yellow cherry tomato salsa

$28.00 per guest PARMESAN-CRUSTED TILAPIA WITH CHIVE BUTTER SAUCE 1 serving | 320 cal sautéed tilapia with crushed parmesan and chive butter sauce

$29.00 per guest GARLIC SHRIMP SKEWERS 1 serving | 440 cal succulent shrimp seasoned with fresh garlic butter, oregano, basil and lemon zest

$30.00 per guest SALMON WITH LEEKS AND CAPER SAUCE 1 serving | 360 cal grilled salmon fillet with white wine caper sauce and crispy leeks

$30.00 per guest CHILEAN SEA BASS WITH CUCUMBER SALSA 1 serving | 350 cal herb grilled sea bass filet with cucumber tomato salsa

2022 calories & day is used for general nutrition advice but calorie needs vary. Additional nutrition information available upon request. We can also accommodate gluten free requests.

broiled salmon with two salsas

360 of 793
ENTREE ACCOMPAIGNMENTS

All served lunches and dinners include a choice of salad or starter. Two accompaniments, freshly baked dinner rolls, topped with butter and jam, 7 oz. 110 cal., choice of dessert, freshly brewed Seattle's Best* coffee 8 oz. 10 cal. and decaffeinated coffee 8 oz. 1 cal. Tazo® herbal tea to include decaffeinated Tazo® teas 8 oz. 10 cal. with hot water and freshly brewed iced tea 8 oz. 10 cal. These services are available for groups of 30 or more.

SALADS & STARTERS

market house salad 1 salad $1.91 cal.
with flatbread chips and balsamic vinaigrette
caesar salad 1 salad $1.92 cal. with homemade croutons
heirloom tomato, feta, and mozzarella cheese, and cucumber salad 1 salad $2.40 cal.
with croutons and balsamic vinaigrette
pear and fresh spinach salad 1 salad $1.70 cal.
with goat cheese, walnuts, and cherry balsamic glaze
greek salad 1 salad $1.90 cal.
with feta cheese and balsamic vinaigrette

ACCOMPANIMENTS

Choice of one:
country mashed potatoes 2 oz. 1.90 cal.
roasted fingerling potatoes 2 oz. 1.90 cal.
mashed sweet potatoes 2 oz. 1.90 cal.
evolved herb roasted potatoes 2 oz. 1.90 cal.
even roasted sweet potatoes 2 oz. 1.90 cal.
cauliflower 2 oz. 1.90 cal.
eggplant with sun-dried tomatoes and spinach 2 oz. 1.90 cal.

VEGETARIAN

CHÈVRE, ORZO AND BASIL STUFFED PORTOBELLO $25.00 per guest
1 portobello mushroom caps stuffed with chèvre cheese, basil, parsley and pine nuts

SPAGHETTI SQUASH BURGERS $25.00 per guest
1 spaghetti squash with chèvre and pine nuts

PORTOBELLO MUSHROOM NAPOLEON $26.00 per guest
1 serving 15 oz. 30 cal.
portobello mushroom layered with zucchini, spinach, roasted red and yellow peppers, polenta, and mozzarella on topped tomato coulis

SMOKED GOUDA PARMELLE $19.00 per guest
1 serving 15 oz. 30 cal.
bow tie pasta baked with smoked gouda cheese and fresh spinach

GRILLED PORTOBELLO WITH QUINOA PILAF $22.00 per guest
1 serving 15 oz. 30 cal.
balsamic marinated portobello mushroom with quinoa and zucchini pilaf

EGGPLANT ROLLARDS WITH EXOTIC MUSHROOM TOFU $27.00 per guest
1 serving 15 oz. 30 cal.
exotic mushroom and tofu rolled eggplant with roasted tomato sauce and caramelized onion polenta

CORIANDER CHICKPEA CAKES WITH CUCUMBER TOMATO RELISH $19.00 per guest
1 serving 15 oz. 30 cal.
parsley and chèvre cakes with cucumber tomato salad and roasted red pepper coulis

DESSERTS

old fashioned chocolate layer cake 1 slice $1.90 cal.
traditional cheesecake with fresh berries 1 slice $1.40 cal.
classic framboise 1 slice $1.90 cal.

ADDITIONAL OPTIONS

• $2.00 per guest
• $1.50 per guest
• $2.50 per guest
• $1.50 per guest
SPECIALTY BUFFETS

363 of 793
BUILD YOUR OWN BUFFET

Selections from these menus are presented buffet style. Services include delivery, linen on service tables and guest tables. Set up and clean up. High quality plastic serviceware is included. Both eco friendly serviceware and china is also available upon request for a nominal charge. Build your own buffet by selecting – one salad, one entrée, two accompaniments, one dessert and two beverages. Add an additional entrée for $3.75 per guest. These menus are available for groups of 20 or more.

SALADS

CHOICE OF ONE:
- greek salad
- ceasar salad
- market house salad
- roasted chicken breast salad
- spinach and feta salad
- garden salad
- club salad
- mixed green salad
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BUILD YOUR OWN BUFFET

ACCOMPANIMENTS

CHOICE OF ONE:
- oven roasted herb potatoes 3 oz | 150 cal
- garlic mashed new potatoes 4 oz | 150 cal
- rice pilaf 4 oz | 160 cal
- eggs with sun-dried tomato & spinach 4 oz | 190 cal

CHOICE OF ONE:
- fresh roasted vegetable medley 2 oz | 110 cal
- lemon garlic broccoli 2 oz | 160 cal
- sautéed zucchini 2 oz | 150 cal
- glazed carrots 2 oz | 140 cal
- fresh green beans 2 oz | 140 cal
- sautéed julienne mixed vegetables 4 oz | Seasonal

DESSERTS

CHOICE OF ONE:
- chocolate layer cake 1 slice | 350 cal
- chocolate mousse 1 scoop | 90 cal
- coconut red velvet cake 1 slice | 370 cal
- mini cupcakes 1 cupcake | 80-110 cal
- peach cobbler 2 oz serving | 250 cal or apple fruit cobbler 2 oz serving | 240 cal
- assorted cookies 1 each | 160-180 and fudge brownies 1 each | 160 cal

BEVERAGES

- freshly brewed Seattle's Best® coffee 8 oz | 0 cal
decaffeinated coffee 8 oz | 0 cal
- iced herbal and non-herbal tea | 0 cal

- with hot water 8 oz | 0 cal

- assorted soft drinks | 12 oz | 140 - 180 cal and diet 12 oz | 0-5 cal

These menus are presented buffet style and can be upgraded to tray pass service.
High quality plastic serviceware is included, both eco-friendly serviceware, china and
an attendant are also available upon request for a nominal charge. Services include
delivery, linen-draped service tables, set up and clean up. There is a minimum 3 dozen
pieces per selection.

$16.00 per dozen
fresh fruit skewers 1 skewer | 70 cal

$21.00 per dozen
antipasta skewers 4 pieces | 170 cal

$25.25 per dozen
shrimp cocktail with cajun remoulade 1 each | sauce | 150 cal

$18.00 per dozen
cocktail sauce 1 oz | 15 cal

$18.00 per dozen
prosciutto wrapped melon with dijon dipping sauce 1 wedge | 1 tsp sauce | 100 cal

$16.00 per dozen
roasted garlic hummus and smoked salmon bruschetta 1 bruschetta | 110 cal

$17.00 per dozen
cool salmon canapes 1 canape | 60 cal

$16.00 per dozen
mini curried chicken tarts 1 tart | 160 cal

$18.00 per dozen
corn blini with smoked salmon and creme fraiche 1 blini | 50 cal

$15.50 per dozen
sun-dried tomato & gorgonzola bruschetta 1 (60g) | 100 cal

$16.50 per dozen
assorted finger sandwiches 1 each | 40 cal

CHOICE OF THREE:
- hom salad, chicken salad, tuna salad or egg salad
- and silver dollar rolls

Calorie counts are daily usage for general nutrition information. But calories may vary.
All nutritional information available upon request. May be able to accommodate
Gluten free requests.
HOT HORS D’OEUVRES

These menus are presented buffet style and can be upgraded to tray pass service. High quality plastic serviceware is included, both eco-friendly serviceware china and an attendant are also available. Upon request for a nominal charge. Services include delivery, linen draped service tables, set up and clean up. There is a minimum of 3 dozen pieces per selection.

CHICKEN HORS D’OEUVRES

- Sesame chicken tenders 1 each | 350 cal
- Chicken and pineapple skewers 1 each | 120 cal
- Hibachi chicken skewers 1 each | 250 cal
- Chipotle maple bacon wrapped chicken 1 each | 150 cal
- Coconut chicken with orange dipping sauce 1 each | 60 cal
- Tostada chicken and carnitas spring rolls 2 each | 140 cal
- Chipotle chicken quesadillas 3 each | 290 cal
- Chicken pot sticker with ginger soy 1 each | 50 cal
- Chicken prosciutto croquettes 1 each | 170 cal

$19.50 per dozen
$22.00 per dozen
$10.95 per dozen
$22.00 per dozen
$10.50 per dozen
$17.50 per dozen
$16.50 per dozen
$25.00 per dozen
$19.00 per dozen

PORK HORS D’OEUVRES

- Southwestern black bean spring rolls 2 each | 280 cal
- Pork pot stickers with garlic soy sauce 1 serving | 200 cal
- Maple glazed apple turnovers 1 each | 60 cal
- Bacon wrapped dates 2 each | 150 cal
- Pork dim sum 2 pieces each | 120 cal
- Italian sausage stuffed mushrooms 1 each | 20 cal

$17.50 per dozen
$20.00 per dozen
$28.00 per dozen
$28.00 per dozen
$22.00 per dozen
$25.00 per dozen

SEAFOOD HORS D’OEUVRES

- Bacon wrapped scallops 1 each | 46 cal
- Crab rangoon 1 each | 50 cal
- Potato wrapped shrimp 1 each | 65 cal
- Crab cakes with cajun remoulade sauce 1 each | 70 cal

$24.50 per dozen
$27.50 per dozen
$26.00 per dozen
$23.00 per dozen

BEEF HORS D’OEUVRES

- Hibachi beef skewers 3 pieces | 280 cal
- Beef empanadas 1 each | 60 cal
- Mini beef wellington 1 each | 70 cal
- Chimichurri beef skewer 1 each | 150 cal
- Mini cocktail meatballs

CHOICE OF: Swedish 1 each | 45 cal, barbecue 1 each | 60 cal, or sweet & sour 1 each | 55 cal

$24.50 per dozen
$16.75 per dozen
$22.00 per dozen
$32.00 per dozen
$37.00 per dozen

VEGETARIAN HORS D’OEUVRES

- Vegan mediterranean phyllo purse 2 each | 38 cal
- Spanakopita 1 each | 35 cal
- Mini greek pizzas 1 each | 60 cal
- Jalapeno stuffed soft pretzel bites 1 each | 30 cal
- Stuffed mushroom caps with rosemary & truffle 1 each | 90 cal
- Mini egg rolls with spicy dipping sauce
- Fried 1 each | 30 cal, sauce 1 each | 15 cal or Baked 1 each | 30 cal, sauce 1 each | 15 cal
- Mini vegetable samosas 2 each | 100 cal
- Roasted pepper & gouda quesadillas 1 each | 45 cal

$17.50 per dozen
$17.75 per dozen
$15.00 per dozen
$15.00 per dozen
$15.00 per dozen
$16.50 per dozen
$17.75 per dozen
$18.00 per dozen
$17.50 per dozen
$15.50 per dozen

2000 calories a day is used for general nutrition advice, but calorie needs vary. Additional nutrition information available upon request. We can also accommodate gluten free requests!

Pictured above: Crab cakes with cajun remoulade sauce, vegan mediterranean phyllo purse.
GOURMET DIPS & DISPLAYS

High quality plastic serveware is included; both eco-friendly serveware, chinaware and an attendant are also available upon request for a nominal charge. Services include delivery, linen draped service tables, set-up and clean-up. These menus are presented buffet style and are available for groups of 20 guests or more.

HOT DIPS
Sold by the pound (serves 13-15 guests per pound)

- Warm parmesan artichoke dip 1 oz | 60 cal
  with bagel 2 oz | 180 cal or pita chips 2 oz | 190 cal
  $20.00 per pound

- Spinach and crab dip 1 oz | 60 cal with baguette rounds 1 each | 60 cal
  $22.00 per pound

COLD DIPS
Sold by the pound (serves 13-15 guests per pound)

- Leek & cucumber yogurt dip 1 oz | 15 cal with pita chips 2 oz | 190 cal
- Baba ghanoush 1 oz | 15 cal with pita chips 2 oz | 190 cal
- Mediterranean dip creamy 1 oz | 140 cal with bagel 2 oz | 180 cal or pita chips 2 oz | 190 cal
- Hummus dip 1 oz | 150 cal with pita chips 2 oz | 190 cal
- Tortilla chips 2 oz | 240 cal with guacamole 1 oz | 35 cal and salsa 2 oz | 115 cal
  $17.50 per pound
  $22.00 per pound
  $18.00 per pound
  $17.00 per pound
  $15.00 per pound

SAVORY CHEESECAKES
Please order full cheesecakes or tortes. Served with
chicken 1 cracker | 150 cal and baguette rounds 1 each | 85 cal
Roasted Vegetable Cheesecake 1 slice | 150 cal
Serves 13-15 guests
$32.50 each

COLD DISPLAYS

- Farm Fresh Crudites 2 oz | 15 cal
  with Ranch Dip 2 oz | 100 cal
  $14.50 | $16.00 | $18.00

- Seasonal Cubed Fresh Fruit Tray 2 oz | 25 cal
  $11.00 | $12.00 | $13.50

- Seasonal Sliced Fresh Fruit Tray 2 oz | 25 cal
  $14.00 | $16.00 | $18.00

- Domestic Cheeses 1 oz | 100 cal
  with Crackers 1 cracker | 50 cal
  $8.00 | $9.50 | $11.00

- Local Artisan Cheeses 1 oz | 100 cal
  with Flatbreads 1 each | 20 cal
  $7.00 | $8.00 | $9.00

- Antipasto Platter 1 serving | 300 cal
  with Crackers 1 cracker | 50 cal
  $16.00 | $18.00 | $20.00

- California Rolls with Soy Sauce and Wasabi 2 slices | 20 cal
  $4.50 | $5.00 | $5.50

- Bruschetta Bowl
  2 oz | 60 cal
  $4.00 | $4.50

Additional nutrition information available upon request. We can also accommodate gluten-free requests.

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CARVING STATIONS

Our beef, poultry, and pork selections are cooked to perfection and carved by one of our experienced uniform chefs for a nominal charge. Served with homemade sauces and condiments, as well as assorted mini rolls, 1 roll (90 cal) and baguettes 1 slice (100 cal).

$10.00 per guest  ROAST BEEF OR TURKEY 3 oz | 100 cal
  with cranberry and orange compote 1 oz | 30 cal and
  creamy dijon mustard 1 oz | 160 cal

$19.00 per guest  ROAST BEEF TENDERLOIN 3 oz | 200 cal
  with horseradish aioli 1 oz | 50 cal and
  stone ground mustard sauce 1 oz | 120 cal

$10.00 per guest  GLAZED HAM 3 oz | 110 cal
  mustard apricot glaze ham with honey mustard sauce 1 oz | 70 cal

$10.00 per guest  ROAST PORK LOIN 3 oz | 110 cal
  roast pork loin with chipotle mayonnaise 1 oz | 80 cal

SLIDER STATION
CHOICE OF THREE SANDWICHES:
cheeseburger 1 sandwich | 180 cal
hamburger 1 sandwich | 170 cal
pork bbq 1 sandwich | 330 cal
crab cake 1 sandwich | 70 cal
buffalo chicken 1 sandwich | 250 cal
served with pickles 1 pickle | 20 cal
chipotle mayonnaise 1 tbsp | 140 cal
ketchup 1 tbsp | 15 cal
tartar sauce 1 tsp | 70 cal
tomato 1 slice | 10 cal
relish 1 tsp | 20 cal
gravy mustard | 1 tsp | 110 cal
honey mustard | 1 oz | 140 cal
and homemade potato chips 2 oz | 110 cal
with ranch dip 1 oz | 30 cal

$10.55 per guest

MASHED POTATO MARTINI BAR
yukon gold 4 oz | 110 cal and sweet potatoes 4 oz | 210 cal served
with whipped butter 1 oz | 120 cal and sour cream 1 oz | 50 cal

$10.55 per guest

CHOICE OF FIVE TOPPINGS:
chopped scalloons 1 oz | 10 cal
crumbled bacon | 2 tbsp | 50 cal
shredded cheddar cheese | 1 oz | 110 cal
country brown gravy 1 oz | 140 cal
caramelized onions 1 oz | 30 cal
tarragon cream 1 oz | 150 cal
garlic parmesan cheese 1 oz | 120 cal
crumbled gorgonzola cheese 1 oz | 100 cal
toasted pecans 1 oz | 130 cal
horseradish sauce 1 oz | 170 cal

$12.50 per guest

WILD WINGS BAR
CHOOSE TWO:
buffalo 1 wing | 80 cal
bbq 1 wing | 130 cal
honey 1 wing | 90 cal
boneless 1 wing | 120 cal or oggin style wings 1 wing | 90 cal
celery and carrot sticks 3 each | 15 cal
with blue cheese 2 oz | 120 cal
and ranch dressing 2 oz | 110 cal
steak fries 4 oz | 290 cal

$4.95 per guest

Additional nutrition information available upon request. We can also accommodate gluten free requests.
DESSERTS
SWEET & SALTY DESSERTS

High quality plastic serveware is included. Eco friendly serveware and China is also available upon request for a nominal charge. Services include delivery, linen draped service tables, set up and clean up.

ASSORTED HOME-STYLE COOKIES
- peanut butter 1 each | 120 cal
- chocolate chip 1 each | 150 cal
- sugar 1 each | 160 cal or oatmeal raisin 1 each | 150 cal

$11.75 per dozen

BROWNIES
- cream cheese 1 each | 220 cal
- plain 1 each | 190 cal
- blonde 1 each | 220 cal
- fudge 1 each | 350 cal or M&M's® 1 each | 170 cal

$17.75 per dozen

GOURMET DESSERT BARS
- caramel apple 1 bar | 250 cal
- lemon blueberry 1 bar | 242 cal
- maple cheesecake 1 bar | 230 cal
- oreo cream 1 bar | 370 cal

$13.95 per dozen

ICE CREAM SUNDAE BAR
- choice of one ice cream flavor 1 scoop | 90 cal
- chocolate 1 scoop | 90 cal
- strawberry 1 scoop | 80 cal

CHOICE OF TWO SAUCES
- chocolate 2 oz | 150 cal
- caramel 2 oz | 140 cal
- choice of three
  - sprinkles 1 oz | 110 cal
  - caramel cookie crumbs 1 oz | 130 cal
  - chocolate chip cookie crumbs 1 oz | 190 cal
- crushed peanuts 1 oz | 170 cal

$10.00 per dozen

DECORATED CAKES
- includes your choice of cake and frosting flavors. Decorations include writing and your choice of decor flowers, balloons or chef's choice embellishments.

$10.00 per dozen

2,000 caloric level is used for general meal planning. Due to variety of menu items, nutritional information availability is limited. We can accommodate most special requests.
ALCOHOLIC BEVERAGES & BAR SERVICE

LIMITED BAR PACKAGE
- Two domestic beers $12 fluid oz / 90 - 150 cal and two imported beers $12 fluid oz / 130 - 170 cal
- One house red $5 fluid oz / 125 cal and one house white wine $5 fluid oz / 120 cal
- Assorted canned Coca-Cola® soft drinks
- Regular 12 oz / 140 - 180 cal and diet 12 oz / 0 - 5 cal
- Bottled water 16 oz / 10 cal

FULL BAR PACKAGE
- Two domestic beers $12 fluid oz / 90 - 150 cal and two imported beers $12 fluid oz / 130 - 170 cal
- One house red $5 fluid oz / 125 cal and one house white wine $5 fluid oz / 120 cal
- House spirits (rum, tequila, vodka, gin) 1.5 fluid oz / 100 cal
- Canadian Club® whisky 1.5 fluid oz / 120 cal
- Assorted canned Coca-Cola® soft drinks
- Regular 12 oz / 140 - 180 cal and diet 12 oz / 0 - 5 cal
- Bottled water 16 oz / 10 cal

PREMIUM BAR PACKAGE
- Two domestic beers $12 fluid oz / 90 - 150 cal and two imported beers $12 fluid oz / 130 - 170 cal
- One house red $5 fluid oz / 125 cal and one house white wine $5 fluid oz / 120 cal
- House spirits (rum, tequila, vodka, gin) 1.5 fluid oz / 120 cal
- Canadian Club® whisky 1.5 fluid oz / 120 cal
- Assorted canned Coca-Cola® soft drinks
- Regular 12 oz / 140 - 180 cal and diet 12 oz / 0 - 5 cal
- Bottled water 16 oz / 10 cal

DOMESTIC BEER
- Miller 12 fluid oz / 110 cal
- Miller Lite 12 fluid oz / 90 cal
- Coors Banquet 12 fluid oz / 140 cal
- Coors Light 12 fluid oz / 130 cal

IMPORTED BEER
- Heineken 12 fluid oz / 140 cal
- Heineken Light 12 fluid oz / 100 cal
- Amstel 12 fluid oz / 110 cal
- Amstel Light 12 fluid oz / 95 cal
- Corona 12 fluid oz / 150 cal

CRAFT BEER
- Abita 12 fluid oz / 130 cal
- Alamo Beer 12 fluid oz / 110 cal
- Anchor Steam 12 fluid oz / 110 cal
- Firestone Walker 12 fluid oz / 125 cal
- Founders 12 fluid oz / 120 cal
- Latitude 64 12 fluid oz / 110 cal
- Revolution 12 fluid oz / 110 cal
- Shipyard 12 fluid oz / 120 cal
- Sierra Nevada 12 fluid oz / 175 cal

RED WINE
- Pinot Noir 5 fluid oz / 140 cal
- Cabernet Sauvignon 5 fluid oz / 175 cal
- Merlot 5 fluid oz / 140 cal

WHITE WINE
- Chardonnay 5 fluid oz / 145 cal
- Pinot Grigio 5 fluid oz / 115 cal

ALCOHOLIC BEVERAGE POLICY

It is the policy of Northwestern University to not bring alcoholic beverages on the premises unless the alcohol is provided by a licensed caterer! Events with alcoholic beverages must be served by a licensed caterer approved by Northwestern Catering. All personnel serving a bar have completed the Illinois Tobacco Alcoholic Beverage Program. All beverages are to remain within the facility. Unconsumed beverages will remain the property of Northwestern Catering. In accordance with the laws of the State of Illinois, Northwestern Catering reserves the right to refuse service of alcoholic beverages to any persons. All orders for bar service with alcoholic beverages must also request food service from Northwestern Catering for not less than 20 percent of the total billing.
EVENT POLICIES

Full Service Events & Celebrations
We offer a full range of service options and event coordination. Northwestern Catering is able to provide everything necessary for your event including customized menus, fair service setup, and service rentals, entertainment, and support services. For a customized full service event, please contact our Catering Sales team.

Ordering & Terms of Agreement
When booking your function, please have all pertinent information. This includes a list of all the event details, including the number of guests, any specific dietary requirements, and any special event entertainment. Please contact the Catering Office to discuss your event.

Northwestern Catering does not make menu reservations. All meals are ordered through the Catering Office at least 24 hours prior to the event. All meals should be ordered at least two weeks prior to the event.

All events for fewer than 100 guests should be planned and confirmed with the Catering Office at least five business days prior to the event. Arrangements for events with more than 500 guests should be made at least two weeks prior to the event.

Served meals are available for a minimum of 50 guests. Buffet meals are available for a minimum of 30 guests. If your group is smaller, please contact the Catering Office for availability and pricing.

Lunch prices are only valid until 3 pm.

Confirming Your Order
Orders are confirmed by email or fax with a credit card payment or by telephone. Changes or cancellations are required 24 hours prior to event time. Cancellations within 24 hours will result in a full charge.

Cancellations & Weather Policy
Cancellations of food service must be made 48 hours prior to the event. Cancellations after this period will result in full charges not less than 50% of the total invoice.

Cancellations made within 24 hours of the event will result in charges not less than 50% of the total invoice.

In the event of inclement weather, if the University is open, all confirmed events will be proceeded as scheduled.

Service Staff and Attendants
To ensure that your event is a success, catering staff is offered for all catered events for a nominal charge.

Attendants/Waitstaff $15.00 per hour (minimum of 4 hours of service)

Station Chefs $15.00 per hour (minimum of 4 hours of service)

Bartenders $15.00 per hour (minimum of 4 hours of service)

Should you require service staff and/or attendants for additional hours beyond the first four hours of service, an additional $5.00 per hour will be added to your bill.

If Your Group Is Not A Part of Northwestern University:
Sales tax of 9% will be added to your bill.

If You Are A Tax Exempt Organization:
You must submit a copy of your tax-exempt certificate to the date of your scheduled event.

Delivery Fee
Orders exceeding $50 are subject to delivery fees. Orders not meeting a $50 minimum are charged a $25 fee.

Catering Equipment
All equipment will be returned to the Catering Office. The cost to replace any missing or damaged equipment or supplies will be charged to your account. For very large events, security equipment may need to be requested as an additional charge.

China Charges
We provide high-quality plastic, disposable China, and glassware. All China is available upon request for a nominal charge. Northwestern Catering can also provide any event requiring china service outside of Illinois at an additional charge by contacting our Catering Office.

Full Service and Silverware Charges
$6.00 per guest
Fluted Glassware Service
$4.00 per guest
Eco-friendly Silverware (not applicable to melamine services)
$6.00 per guest
Melamine Service Charges
See chart for pricing.

Floral Charges
We will be happy to order, receive, and handle floral arrangements for you. For decorative requests, an additional fee will be determined in accordance with your specific needs.

Linens and Sashes
We provide house black linens for food and beverage tables at no additional charge. If you require linen for tables and chairs, a surcharge of $5.00 per table and chair will apply. For additional guest tables, the following charges for each table will apply:

50-99 guests: $5.00 per place setting
100-149 guests: $6.50 per place setting
150-199 guests: $8.00 per place setting
200-249 guests: $9.50 per place setting
250-299 guests: $11.00 per place setting
300-349 guests: $12.50 per place setting
350-399 guests: $14.00 per place setting
400-449 guests: $15.50 per place setting
450-499 guests: $17.00 per place setting
500-549 guests: $18.50 per place setting
550-599 guests: $20.00 per place setting
600-649 guests: $21.50 per place setting
650-699 guests: $23.00 per place setting
700-749 guests: $24.50 per place setting
750-799 guests: $26.00 per place setting
800-849 guests: $27.50 per place setting
850-899 guests: $29.00 per place setting
900-949 guests: $30.50 per place setting
950-999 guests: $32.00 per place setting

Specialty linens are available upon request priced individually by style and fabric

Melamine China Service

<table>
<thead>
<tr>
<th>Rental Set-Up</th>
<th>Rental Return</th>
<th>Total Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Guests</td>
<td>10 Guests</td>
<td>$100.00</td>
</tr>
<tr>
<td>20 Guests</td>
<td>20 Guests</td>
<td>$200.00</td>
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<tr>
<td>30 Guests</td>
<td>30 Guests</td>
<td>$300.00</td>
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<tr>
<td>40 Guests</td>
<td>40 Guests</td>
<td>$400.00</td>
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<td>50 Guests</td>
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<td>80 Guests</td>
<td>80 Guests</td>
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</tr>
<tr>
<td>90 Guests</td>
<td>90 Guests</td>
<td>$900.00</td>
</tr>
<tr>
<td>100 Guests</td>
<td>100 Guests</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

Waste fees of $1.00 cover the cost of labor and disposal costs. The total waste fee is $2.00 per person. Waste fees vary by event depending on event logistics, on-site waste disposal, off-site food waste, etc.

Food Removal Policy
Due to health regulations, the policy of Northwestern Catering Services and Northwestern University is that excess food from events cannot be removed from the site. Items canceled for pickup should be properly stored and disposed of by the host of the event.

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Certificate of Completion

American Safety Council

MARY PAT DORNER

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 6/20/2018

from the American Safety Council.

Jeff Palran

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MINUTES

Liquor Control Board
Wednesday, August 29, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present:  Mayor Stephen H. Hagerty (Local Liquor Control Commissioner); Marion Macbeth; Dick Peach

Members Absent:  None

Staff Present:  Theresa Whittington, Mario Treto

Others Present:  Joseph Gattuso (Compass Group); Mary Pat Dorner (Compass Group); Sylvia Xim'enez (Tereneo 3634 LLC); Alan Anderson (Northwestern University); Mike Polisky (Northwestern); Zubin Kammula (Levy Premium Foodservice); Terra Westhaus (Next of Kinship); Gail Taggart (Next of Kinship); Peter O'Malley (Beer on Central); Brian O'Malley (Beer on Central); Sandeep Ghaey (Vinic Wine); Lorraine Dostal (Theo Ubique)

Presiding Member:  Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER

The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:00 a.m.

NEW BUSINESS

Compass Group USA, Inc., d/b/a Chartwell’s-Norris Center, Northwestern University, 1999 Campus Drive

Joe Gattuso spoke on behalf of Compass Group’s request for a class R and class T liquor license. Compass Group is taking over the food and beverage services at Northwestern’s Chicago and Evanston campuses. These services were previously offered by Sodexo. In Evanston, Compass Group will operate as Chartwell’s at Norris Center. There will not be any daily or regular alcohol service at Norris Center. Instead, the class R license will be used to host special events taking place at Chartwell’s at Norris Center. The class T catering license will be used to provide services for other events located on campus. Mayor Hagerty asked Compass to explain how they will monitor and prevent underage drinking. Mary Pat Dorner (catering Director) explained that NU hires only licensed bartenders and uses wristbands at events where underage guests will be in attendance. Alan Anderson of Northwestern University stated that often registries for events will have the ages of guests and wristbands issue at check in.
The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

**TERENO 3634 LLC d/b/a Bat 17, 1709 Bensen Ave.**

Sylvia Xim’enez requested consideration of a Class C (Restaurant-Liquor) license. She intends to close on the purchase of Bat 17 and would like a liquor license issued in the name of the new owner. She stated that there will not be any changes in the daily operations. The only changes will be cosmetic. Mayor Hagerty expressed his zero tolerance for underage drinking and his expectation that the business will abide by all rules and regulations. Ms. Xim’enez said her family is 4th generation restaurant owners and in over 40 years in the business they have never had any issued with underage drinking.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on September 17, 2018.

**Northwestern University, 633 Clark street, Evanston, IL 60208**

Mike Polisky requested consideration of an amendment to the class Z1 and Z2 license classes to allow sale of alcohol up to 4 hours before kickoff at NU football games. The university is looking to improve the experience of ticket holders in the hopes of retaining and growing its season ticket base. NU is offering a “game day experience” pilot program during NU football games. The intention is to offer responsible and social opportunities four hours prior to kickoff. The End Zone will feature a beer garden, food trucks, and entertainment. Wild Cat Alley will have more family-friendly activities. There will be a police presence and security at all games. Mayor Hagerty expressed a need to maintain the family friendly atmosphere and asked what other Big Ten schools do. Mr. Polisky stated that a majority of Big Ten universities sell alcohol in the stadium. This is not something they are requesting at this time. Dick Peach asked if the alcohol sales will be restricted to ticket holders. Mr. Polisky affirmed that only game ticket holders would have access to the events.

Kickoff time is set by the conference and not the University. Some of the games will have kickoff times as early as 11 am and others have yet to be determined. As currently written, one day license classes Z1 and Z2 allow for on premise sale of alcohol during the hours of 10:00 a.m. to 10:30 p.m., Sunday through Thursday, and 10:00 a.m. to 2:00 a.m., Friday through Sunday. NU seeks an amendment that would allow it to begin some of its game day events earlier than 10 am. The board agreed to amend the Z1 and Z2 license classes to allow applicants to apply for extended hours of sales. Such requests would be required to go before City Council.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

**Levy Premium Foodservice Limited Partnership dba Levy at Walter Athletics Center**
Zubin Kammula requested consideration of a Class T (Catering-Liquor) license on behalf of Levy Premium Foodservice. Levy Premium Foodservice is a subsidiary of Compass Group USA. Levy Premium Foodservice specializes in managing food and beverage services at athletic facilities. It is seeking a class T (catering) license in order to provide service at private alumni and booster events as well as game day events during football season.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

L3 Evanston, LLC d/b/a Next of Kinship, 1603 Orrington Avenue
Terra Westhaus spoke on behalf of Next of Kinship’s request for a class T (catering) liquor license. Next of Kinship currently holds a class C restaurant liquor license and reopened in February under a new concept. It now wishes to expand into catering events offsite and offering food and alcohol. It holds similar licenses in Chicago.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

Vinic Wine Company d/b/a Vinic Wine Company, 1509 Chicago
Sandeep Ghaey requested consideration of an amendment to class K to allow onsite tasting of alcoholic sprits not to exceed 2.75 fluid ounces and consideration of an amendment to adjust wine container size to 6.32 fluid ounces or greater for off-site consumption. Sandeep Ghaey explained that these limits are similar to those granted to Binny’s in its Class F-2 license class. He is asking that Class K be allowed the same limits.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

Beer on Central, 1930 Central St.
Peter O’Malley requested consideration of amendment to class K to remove the onsite consumption limit of beer. He feels that BASSET training will provide adequate guidance for consumption limits to avoid overserving customers. It’s a small space and it is easy to keep an eye on customers and know when to make them stop drinking. He said different businesses such as Temperance and Sketchbook (craft breweries) do not have limits on how much beer their customers can consume and he wants to offer his customers the same opportunities. Mayor Hagerty views the primary function of Beer on Central as a craft beer retailer with a tasting room. Mayor Hagerty noted that the primary function of Temperance and Sketchbook are brewers of beer. Dick Peach questioned the difference between World of Beer and Beer on Central. Mayor Hagerty pointed out that World of Beer does not sell packaged goods. Mayor Hagerty stated that the original concept presented by Beer on Central was that of a small packaged goods store with some tastings. Dick Peach noted that now it seems to want to expand from tastings into a bar. Peter O'Malley says it’s no more or less a bar than Temperance or Sketchbook. Mayor Hagerty asked how many customers Beer on Central typically has
at the bar. Peter O’Malley guessed 10-12 on weekdays and 20-24 people on weekends; at its busiest, 25-30 people. Mayor Hagerty said he needed more time to consider the request and the issue will get continued.

No action was taken. The Board recommended continuing the matter.

**Theo Ubique Cabaret Theatre, 721 Howard Street**

Lorraine Dostal requested amendments to the class U (Theatre) liquor license. Class U allows alcohol sales one hour prior to shows and during intermission in the lobby only. She explained that Theo Ubique is a cabaret dinner theater that plans to serve alcohol in the theater as part of dinner service and at a bar in the theater. Dinners will be provided by a catering service. All servers will be BASSET trained. Because the theater lacks a traditional lobby, she is requesting an amendment that eliminates the lobby requirement. She also requested an adjustment to hours of service, as alcohol will be served during the shows with dinner and not limited to before shows and during intermissions. In addition to its regular show season, the theater is interested in hosting auxiliary events such as movie sing along nights and special events as a way of earning money in between show productions. Lorraine Dostal explained that the theater does not intend to run a kitchen and would instead offer snacks during those auxiliary events.

Alderman Rainey and board members expressed concern over alcohol service that did not accompany food and expressed that Theo Ubique needs to give additional thought to its business plan and food offerings with respect to the auxiliary events. It was agreed that the amendments to hours and location of service with respect to dinner theater service will get introduced to City Council and that Theo Ubique will need to rework its business plan with respect to food service during its auxiliary events.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

**ADJOURNMENT**

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 12:43 a.m. August 29, 2018.

Respectfully Submitted,

Theresa Whittington
Liquor Licensing Manager, Legal Department
For City Council meeting of September 17, 2018
Item A24
Ordinance 89-O-18: Decreasing Class T Liquor License Sodexo America
For Introduction & Action

Memorandum

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

From: Michelle L. Masoncup, Corporation Counsel
      Theresa Whittington, Liquor Licensing Manager & Legal Analyst

Subject: Ordinance 89-O-18, Decreasing the Number of Class T Liquor Licenses
   for Sodexo America, LLC dba Sodexo America, 1501 Central Street

Date: August 29, 2018

Recommended Action:
Staff recommends City Council adoption of Ordinance 89-O-18, amending Evanston City Code Subsection 3-4-6-(T) to decrease the number of Class T Liquor Licenses from three (3) to two (2). Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.

Livability Benefit:

Summary:
Ordinance 89-O-18 amends Evanston City Code of 2012 Subsection 3-4-6-(T), as amended, to decrease the number of authorized Class T liquor licenses from three (3) to two (2). Sodexo America, LLC dba Sodexo America has closed. This Ordinance amends the City Code to reflect the decrease in Class T liquor licenses.

Attachments:
Ordinance 89-O-18
AN ORDINANCE

Amending City Code Section 346-(T) to Decrease the Number of Class T Liquor Licenses from Three to Two

(Sodexo America, LLC dba Sodexo America, 1501 Central Street)

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

SECTION 1: Class T of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

| T | Catering | Liquor | None | $1,800 | $1,800 | 3 2 | None | 10 a.m. — 1 a.m. (Mon-Fri); 10 a.m. — 2 a.m. (Sat-Sun) |

SECTION 2: Subsection 346-(T) of the Evanston City Code of 2012, as amended, is hereby further amended by decreasing the number of Class T liquor licenses from three (3) to two (2) to read as follows:

(T) CLASS T licenses, which shall authorize the sale of alcoholic liquor for consumption on the premises where served, only to invited guests at private, catered functions. Such licenses shall be issued only to businesses defined as catering establishments under Title 6 of this Code and having a current Evanston business license. Catering establishments holding Class T licenses must have food service available when alcoholic liquor is being served. The service of alcoholic liquor shall be by employees of the licensed catering business. Class T licensees shall serve alcoholic liquor only to invited guests at catered functions. Such licenses shall be issued only for the premises owned, operated, or maintained by the licensed catering business or for the location in which the licensed catering business shall serve food and alcoholic liquor. The service of alcoholic liquor shall only take place from 10:00 a.m. to 1:00 a.m.; except, that service may be made up to 2:00 a.m. on Saturday and Sunday mornings. The sale of alcoholic liquor shall be deemed to occur at the address of the catering establishment.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.
The annual single payment fee for initial issuance or renewal of such license shall be one thousand eight hundred dollars ($1,800.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be one thousand eight hundred ninety dollars ($1,890.00).

No more than three (3) two (2) such license(s) shall be in force at any one (1) time.

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

**SECTION 4:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 5:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _______________, 2018

Approved: ________________________, 2018

Adopted: ________________, 2018

__________________________, 2018

Stephen H. Hagerty, Mayor

Attest: ________________________, 2018

Approved as to form:

Michelle L. Masoncup, Corporation Counsel

_____________________________

Devon Reid, City Clerk

~2~

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Memorandum

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

From: Michelle L. Masoncup, Corporation Counsel
      Theresa Whittington, Liquor Licensing Manager & Legal Analyst

Subject: Ordinance 90-O-18, Increasing the Number of Class T Liquor Licenses for
         Compass Group USA, Inc., d/b/a Chartwell’s, 1999 Campus Drive.

Date: September 11, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 90-O-18,
amending Evanston City Code Subsection 3-4-6-(T) to increase the number of Class T
Liquor Licenses from two (2) to three (3) and permit issuance of a Class T license to
Compass Group USA, Inc., d/b/a Chartwell’s, 1999 Campus Drive. Staff recommends
suspension of the rules for Introduction and Action at the September 17, 2018 City
Council meeting.

Livability Benefit:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 90-0-18 will permit Compass Group USA, Inc., dba Chartwell’s, (“Company”)
to retail sale of alcoholic liquor only to invited persons of at least twenty-one (21) years
of age for consumption at private and catered functions. Company representative
Jennifer McConnell submitted application materials.

Legislative History:
At the August 29, 2018 Liquor Control Review Board meeting, Company requested
consideration of application for a Class T liquor license.

Attachments:
Ordinance 90-O-18
Application
Minutes of the August 29, 2018 Liquor Control Review Board meeting.
AN ORDINANCE

Amending City Code Section 346-(T) to Increase the Number of Class T
Liquor Licenses from Two to three
(Compass Group USA, Inc., dba Chartwell’s, 1999 Campus Drive)

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
Evanston, Cook County, Illinois, That:

SECTION 1: Class T of Table 1, Section 3-4-6 of the Evanston City Code
of 2012, as amended, is hereby further amended and revised as follows:

| T | Catering | Liquor | $1,800 | $1,800 | 2 3 | None | 10 a.m. — 1 a.m. (Mon-Fri); 10 a.m. — 2 a.m. (Sat-Sun) |

SECTION 2: Subsection 346-(T) of the Evanston City Code of 2012, as
amended, is hereby further amended by increasing the number of Class T liquor
licenses from two (2) to three (3) to read as follows:

(T) Class T licenses, which shall authorize the sale of alcoholic liquor for consumption
on the premises where served, only to invited guests at private, catered functions.
Such licenses shall be issued only to businesses defined as catering
establishments under Title 6 of this Code and having a current Evanston business
license. Catering establishments holding Class T licenses must have food service
available when alcoholic liquor is being served. The service of alcoholic liquor shall
be by employees of the licensed catering business. Class T licensees shall serve
alcoholic liquor only to invited guests at catered functions. Such licenses shall be
issued only for the premises owned, operated, or maintained by the licensed
catering business or for the location in which the licensed catering business shall
serve food and alcoholic liquor. The service of alcoholic liquor shall only take place
from 10:00 a.m. to 1:00 a.m.; except, that service may be made up to 2:00 a.m. on
Saturday and Sunday mornings. The sale of alcoholic liquor shall be deemed to
occur at the address of the catering establishment.

The applicant for the renewal only of such licenses may elect to pay the amount herein
required semiannually or annually. Such election shall be made at the time of
application.
The annual single payment fee for initial issuance or renewal of such license shall be one thousand eight hundred dollars ($1,800.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be one thousand eight hundred ninety dollars ($1,890.00).

No more than two (2) three (3) such license(s) shall be in force at any one (1) time.

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

**SECTION 4:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 5:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________. 2018

Approved: ___________________, 2018

Adopted: _________________. 2018 ____________________________, 2018

________________________________________
Stephen H. Hagerty, Mayor

Attest: __________________________
Devon Reid, City Clerk

Approved as to form:

____________________________
Michelle L. Masoncup, Corporation Counsel
City of Evanston
Application for Liquor License

Date: May 16, 2018

1. APPLICANT
A. Corporation name: Compass Group USA, Inc.

B. Business name: Chartwells

C. Previous business name (if dba changed):

D. Business address (city, state, zip code): 2400 Yorkmont Road, Charlotte, NC 28217

E. Business telephone: 

F. Business website: 

G. Business Email: 

H. Illinois business tax number: [Redacted]

2. BUSINESS ESTABLISHMENT LOCATION INFORMATION
A. Address applying for liquor license (exact street address):
   Northwestern University 1999 Campus Drive

B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan): Campus-wide catering

C. Is the business required to be located within the "Retail Package Store Area"?
   - Yes
   - No
   If yes, is it located within the "Retail Package Store Area"?
   - Yes
   - No

3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION
A. Business type: Restaurant
   - Hotel
   - Package Store
   - Grocery Store
   - BrewPub
   - Craft Distillery
   - Craft Brewery
   - Craft Winery
   - Other (explain): Campus-wide catering

Describe the nature of the business / kind of business: Catering of events on Northwestern campus

Liquor to be served and/or sold: Alcoholic liquor
   - Beer & Wine only
   - Beer Only
   - Wine only

Days and times liquor is served:
   - X Sunday 10am to 2am
   - X Monday 10am to 1am
   - X Tuesday 10am to 1am
   - X Wednesday 10am to 1am
   - X Thursday 10am to 1am
   - X Friday 10am to 1am
   - X Saturday 10am to 2am

Liquor will served or sold by:
   - X Glass
   - X Bottle
   - X Can
   - X Waitstaff
   - and/or
   - Over the counter
### 4. BUSINESS SPECIFIC INFORMATION (for restaurants)

<table>
<thead>
<tr>
<th>Q.</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 5.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>C. Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>D. How many tables are or will be in the restaurant? 107 What is the seating capacity? 432</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is &quot;no&quot;, please create a proposed menu before applying. If your response is &quot;Yes,&quot; please attach the menu.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Does the restaurant currently hold or has applied for a City of Evanston food license?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;Yes,&quot; what is the expected issue date?</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

### 5. BUSINESS SPECIFIC INFORMATION (for hotels)

<table>
<thead>
<tr>
<th>Q.</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 6.</td>
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<td></td>
</tr>
<tr>
<td>B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Does the hotel have at least 50 regular rooms for transients?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Does the hotel currently hold or has applied for a City of Evanston food license?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;Yes,&quot; what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 6. BUSINESS SPECIFIC INFORMATION (for package stores)

<table>
<thead>
<tr>
<th>Q.</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell liquor upon the premises of a package store?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 7.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Is the package store premises located in the &quot;retail package store area&quot; as defined by the attached map?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Has the applicant reviewed the Liquor Code definition of a &quot;package store&quot;?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

<table>
<thead>
<tr>
<th>Q.</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store? If your response is &quot;No,&quot; skip this section and proceed to section 8.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the grocery store premises consist of a grocery store and combination store under one roof?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximately how many square feet are provided? sq.ft.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Does the grocery store currently hold or has applied for a City of Evanston food license?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;Yes,&quot; what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## 8. BUSINESS SPECIFIC INFORMATION (BrewPub)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a BrewPub?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is “No,” skip this section and proceed to section 9.</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>B. Does the brewpub premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>C. Does the brewpub provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>D. How many tables are or will be in the brewpub?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What is the seating capacity?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “no”, please create a proposed menu before applying. If your response is “Yes,” please attach the menu.</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>F. Does the brewpub currently hold or has applied for a City of Evanston food license?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>If your response is “Yes,” what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If “no” provide date when you will apply:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 9. BUSINESS SPECIFIC INFORMATION (Craft Distillery)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Distillery?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>If your response is “No,” skip this section and proceed to section 10.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the craft distiller possess a valid craft distiller license from the State of Illinois?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>If “No”, please provide date you intend to obtain you license:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the craft distiller intend to have a tasting room?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>If “Yes”, what is the seating capacity?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Has the applicant reviewed the Liquor Code definition and class description of a “craft distiller”?</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

## 10. BUSINESS SPECIFIC INFORMATION (Craft Brewery)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Brewery?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>If your response is “No,” skip this section and proceed to section 11.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the craft brewery possess a valid craft distiller license from the State of Illinois?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>If “No”, please provide date you intend to obtain you license:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the craft brewery intend to have a tasting room?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>If “Yes”, what is the seating capacity?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Does the craft brewery intend to offer retail sale of beer for on site consumption?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>If “Yes” you must offer food service. Please upload a proposed menu.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>F. Does the craft brewery currently hold or has applied for a City of Evanston food license?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>If your response is “Yes,” what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Has the applicant reviewed the Liquor Code definition and class description of a “craft brewery”?</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>
### 11. BUSINESS SPECIFIC INFORMATION (Craft Winery)

A. Does the applicant seek to sell and liquor upon the premises of a Craft Winery? If your response is “No,” skip this section and proceed to section 12.

- [ ] yes
- [x] no

B. Does the craft winery possess a valid craft distiller license from the State of Illinois? If "No", please provide data you intend to obtain you license:  

- [ ] yes
- [ ] no

C. Does the craft winery intend to have a tasting room?

- [ ] yes
- [ ] no

D. Does the craft winery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.

- [ ] yes
- [ ] no

E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.

- [ ] yes
- [ ] no

F. Does the craft winery currently hold or has applied for a City of Evanston food license?  

- [ ] yes
- [ ] no

If your response is "Yes," what is the expected issue date?  

G. Has the applicant reviewed the Liquor Code definition and class description of a "craft winery"?

- [ ] yes
- [ ] no

### 12. PREMISES OWNERSHIP INFORMATION

A. Does the corporation own the premises for which this liquor license is being sought?  

- [ ] yes
- [x] no

If your response is “Yes,” attach a copy of ownership and proceed to section 13.

B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought?  

- [x] yes
- [ ] no

See Food Service Agreement Letter of Intent

C. What is the period covered by the lease?  

6/25/18 to 6/30/33

D. What is the name of the Landlord?  

Northwestern University

E. What is the address of the Landlord?  

(please include city, state, and zip code.)  

2020 Ridge Ave, Second Floor, Evanston IL 60207

### 13. ELIGIBILITY QUESTIONS

A. Has the owner or any relative had a business or liquor license revoked?

- [ ] yes
- [x] no

B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston?

- [ ] yes
- [x] no

C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business?

- [x] yes
- [ ] no

D. Does the owner/officer(s) owe any debt or unpaid tax to the City of Evanston?

If yes, explain:

E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Telephone</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taft Law Firm</td>
<td>111 E. Wacker Dr., Suite 2800</td>
<td>312-836-4097</td>
<td>Attorneys</td>
</tr>
</tbody>
</table>
I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

[Signature of Applicant]  Jennifer McConnell EVP & Secretary

[Date]  6.11.18
City of Evanston
Liquor License Application

AFFIDAVIT

State of North Carolina )  SS
County of Mecklenburg )

The undersigned hereby makes application for a Class ___ liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

Jennifer McConnell, EVP & Secretary
Signature of Applicant

Subscribed and sworn to before me this 11th day of June, 2018

[Signature]
Notary Public
**CORPORATE INFORMATION FORM**
(Supplement A)

**Applicants must file business with Secretary of State:**

Name of Corporation/Partnership:
Compass Group USA, Inc.

Corporate Address:
2400 Yorkmont Road, Charlotte, NC 28217

Corporate Ph #: 704 328 4036   Corporate Email: tammy.cipriano@compass-usa.com

FEIN:

**Business Status:**

| Date Corporation/Partnership was Organized: | 5/19/1994 |
| State Articles of Incorporation/Organization filed: | Delaware |
| Date Articles of Incorporation/Organization filed with Secretary of State: | Originally 2/16/1966 then amended |
| Date Certification of Incorporation/Organization was Issued by Secretary of State: | current issued 12/22/2011 |

Are there any amendments to Articles of Incorporation?  
(if yes, provide date filed)

| X Yes | No |

Date Amendment Filed  
Several through the years

What are the total shares of stock created by this Corporation?  
81,574

**H. List stockholders with 5% or more in holdings (corporations with a long list, attach copy of list):**

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compass Group USA Investments Inc.</td>
<td>100%</td>
</tr>
</tbody>
</table>

Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors?  

| X Yes | No |

If no, explain:

Has the Corporation attached evidence of Good Standing with the State of Illinois?  

| X Yes | No |

If no, explain:

Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization?  

| X Yes | No |

If no, explain:

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date:  
N/A

What is the objective of Corporation?  
All lawful purposes.

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation?  

<p>| X Yes | No |</p>
<table>
<thead>
<tr>
<th>Name/Title</th>
<th>Date of Birth</th>
<th>Residence/Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adrian Llewelyn Meredith</td>
<td></td>
<td></td>
</tr>
<tr>
<td>President and Chief Financial Officer/Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charles Palmer Brown</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive Vice President/Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jennifer Lea McConnell</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive VP, General Counsel &amp; Secretary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daniel Malcolm Thomas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Treasurer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kristin Elizabeth Briotte</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Secretary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deborah Kay Delano</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Secretary-Tax</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Richard James Rossitch</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Secretary</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Compass Group USA, Inc. also owns 90% of Wolfgang Puck Catering and Events, LLC (WPC Holdings, LLC owns the other 10%) and 49% of Thompson Hospitality Services, LLC.**
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "COMPASS GROUP USA, INC.", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2011, AT 1:17 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2403813 8100
111328014

AUTHENTICATION: 9253660
DATE: 12-23-11

You may verify this certificate online at corp.delaware.gov/authver.shtml
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
COMPASS GROUP USA, INC.

Compass Group USA, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies that (i) the Certificate of Incorporation of the Corporation was originally filed on May 19, 1994 and amended and restated on August 4, 2008; (ii) the Corporation was originally incorporated under the name "Canteen Special Services Corporation"; (iii) this Amended and Restated Certificate of Incorporation has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware; and (iv) the Certificate of Incorporation, as amended, is hereby amended and restated to read in its entirety as follows:

1. The name of the Corporation is Compass Group USA, Inc.

2. The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. 19801. The name of its registered agent at such address is The Corporation Trust Company.

3. The purposes for which the Corporation is organized are to engage in any lawful act or activity for which corporations may be organized and incorporated under the General Corporation Law of the State of Delaware.

4. The number of shares the Corporation is authorized to issue is 580,000 divided into the following classes:

<table>
<thead>
<tr>
<th>Class</th>
<th>Number of Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Stock, $1.00 par value per share</td>
<td>500,000</td>
</tr>
<tr>
<td>Class A Preferred Stock, $1.00 par value per share</td>
<td>50,000</td>
</tr>
<tr>
<td>Class B Preferred Stock, £1.00 par value ($1.437 per share)</td>
<td>30,000</td>
</tr>
</tbody>
</table>

The class of common stock ("Common Stock") has unlimited voting rights and, after satisfaction of claims, if any, of the holders of any class or series of preferred shares, is entitled to receive the net assets of the Corporation upon distribution.

The Board of Directors of the Corporation (the "Board") has designated, established and authorized two series of the Corporation's preferred shares with the following preferences, limitations and relative rights.

1. Definitions:

As used herein, the capitalized terms below have the following meanings:

"Business Day" means each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are generally open to transact business in New York and London.
“Junior Stock” means the Corporation’s Common Stock and any other class or
series of the Corporation’s capital stock now existing or hereafter authorized over which
the Parity Stock has preference in payment of dividends or in the distribution of assets on
any liquidation, dissolution or winding up of the Corporation.

“Parity Stock” means the Corporation’s Series 1 Preferred Stock (as defined
below) and Series 2 Preferred Stock (as defined below) and any other series of the
Corporation’s preferred stock hereafter authorized and created having rights equal to the
Series 1 Preferred Stock and Series 2 Preferred Stock in payment of dividends or in
distribution of assets on any liquidation, dissolution or winding up of the Corporation.

“Preferred Dividends” means dividends declared with respect to any shares of
Parity Stock.

“Sterling” means the lawful currency of the United Kingdom.

“U.S. Dollars” means the lawful currency of the United States of America.

II. The Series 1 Preferred Stock:

A. Designation

The designation of this series of Class A Preferred Stock is “Series 1 Preferred Stock”
(hereinafter referred to as the “Series 1 Preferred Stock”), and the number of shares constituting
such series is Twenty Thousand (20,000).

B. Dividends

The holders of record of shares of Series 1 Preferred Stock shall be entitled to receive,
when and as declared by the Board, out of any funds legally available for such purpose, cash
dividends on each share of Series 1 Preferred Stock in U.S. Dollars, in preference to distributions
to the holders of Junior Stock and in arrears, at an annual dividend rate of 11% of the liquidation
preference of $35,000 per share, and no more, to be paid in four equal installments each year by
the Corporation (each such installment, a “Series 1 Quarterly Dividend”). The Series 1 Quarterly
Dividend shall be payable on or before the last Business Day of each of March, June, September
and December in each calendar year (each, a “Dividend Payment Date” for the Series 1 Preferred
Stock), beginning on the later of (1) September 30, 2008 and (2) the date on which Compass
Group Holdings (BVI) Limited (“Compass BVI”) is obligated to make interest payments on the
promissory notes issued by Compass BVI to Steppgate Limited pursuant to that certain Loan
Note Agreement to be dated August 5, 2008. Each Series 1 Quarterly Dividend shall be paid to
the holders of record of Series 1 Preferred Stock as they appear in Corporation’s stock register on
a record date fixed by the Board, which shall be no more than 30 days prior to the Payment Date.
Any due but unpaid amount of a Series 1 Quarterly Dividend shall be carried forward and paid in
priority to the Series 1 Quarterly Dividend payable on a later date. Accumulations of dividends
shall not bear interest.

No cash dividend shall be declared, paid or set apart for any shares of Junior Stock unless
Preferred Dividends at the time outstanding for all past dividend periods and for the then-current
dividend period shall have been declared and a sum sufficient for the payment thereof shall have been set apart.

Dividends paid on shares of Parity Stock in an amount less than the total amount of such dividends at the time accrued and payable on those shares of Parity Stock shall be allocated pro rata on a share-by-share basis among all shares of Parity Stock then outstanding.

C. Redemption

(1) Optional Redemption. The Corporation, at the option of its Board, may redeem out of funds legally available therefor, in whole or in part, the shares of Series 1 Preferred Stock at the time outstanding, at any time, upon notice given as provided in Section C(2) below. The redemption price for shares of Series 1 Preferred Stock shall be $35,000 per share plus dividends that have been declared but not paid to the date of redemption.

(2) Notice of Redemption. Notice of every redemption of shares of Series 1 Preferred Stock shall be mailed by first class mail, postage prepaid, addressed to the holders of record of such shares to be redeemed at their respective last addresses appearing on the stock register of the Corporation. Such mailing shall be at least 15 days and not more than 60 days before the date fixed for redemption. Any notice mailed as provided in this Section C(2) shall be conclusively presumed to have been duly given, whether or not the holder receives such notice, but failure duly to give such notice by mail, or any defect in such notice or in the mailing thereof, to any holder of shares of Series 1 Preferred Stock designated for redemption shall not affect the validity of the proceedings for the redemption of any other shares of Series 1 Preferred Stock. Each notice shall state (i) the redemption date; (ii) the number of shares of Series 1 Preferred Stock to be redeemed and, if fewer than all the shares held by such holder are to be redeemed, the number of such shares to be redeemed from such holder; (iii) the redemption price; (iv) the place or places where the certificates for such shares are to be surrendered for payment of the redemption price; and (v) that dividends on the shares to be redeemed will cease to accrue on the redemption date.

(3) Partial Redemption. In case of any redemption of only part of the shares of Series 1 Preferred Stock at the time outstanding, the shares of Series 1 Preferred Stock to be redeemed shall be selected either pro rata from the holders of record of Series 1 Preferred Stock in proportion to the number of Series 1 Preferred Stock held by such holders or by lot or in such other manner as the Board may determine to be fair and equitable. Subject to the provisions of this Section C, the Board shall have full power and authority to prescribe the terms and conditions upon which shares of Series 1 Preferred Stock shall be redeemed from time to time.

(4) Effectiveness of Redemption. If notice of redemption has been duly given and if on or before the redemption date specified in the notice all funds necessary for the redemption have been set aside by the Corporation, separate and apart from its other assets, in trust for the pro rata benefit of the holders of the shares called for redemption, so as to be and continue to be available therefor, or deposited by the Corporation with a bank or trust company selected by the Board (the "Depository Company") in trust for the pro rata benefit of the holders of the shares called for redemption, then, notwithstanding that any certificate for any share so called for redemption has not been surrendered for cancellation, on and after the redemption date all shares
so called for redemption shall cease to be outstanding, all dividends with respect to such shares shall cease to accrue after such redemption date, and all rights with respect to such shares shall forthwith on such redemption date cease and terminate, except only the right of the holders thereof to receive the amount payable on such redemption at any time after the redemption date from the funds so deposited, without interest. The Corporation shall be entitled to receive, from time to time, from the Depository Company any interest accrued on such funds, and the holders of any shares called for redemption shall have no claim to any such interest. Any funds so deposited and unclaimed at the end of three years from the redemption date shall, to the extent permitted by law, be released or repaid to the Corporation, and in the event of such repayment to the Corporation, the holders of record of the shares so called for redemption shall be deemed to be unsecured creditors of the Corporation for an amount equivalent to the amount deposited as stated above for the redemption of such shares and so repaid to the Corporation, but shall in no event be entitled to any interest.

D. Liquidation Preference

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of Series 1 Preferred Stock shall be entitled to receive, along with the payment to be made hereunder to the holders of Parity Stock and before any payment shall be made to the holders of the shares of Common Stock, out of the assets of the Corporation available for distribution to stockholders, the liquidation preference of $35,000 per share of Series 1 Preferred Stock plus the aggregate of any declared but unpaid dividends per share on the Series 1 Preferred Stock up to the date of such liquidation, dissolution or winding up. After payment to the holders of the Series 1 Preferred Stock of the full amount as aforesaid, the holders of the Series 1 Preferred Stock as such shall have no right or claim to any of the remaining assets which shall be distributed ratably to the holders of the Junior Stock.

If, upon any such liquidation, dissolution or winding up, the assets available therefor are not sufficient to permit payment to the holders of the Series 1 Preferred Stock of the full amount aforesaid, then the holders of the Parity Stock then outstanding shall share ratably in the distribution of assets in accordance with the sums which would be payable if such holders were to receive the full amounts as aforesaid.

Neither the merger or consolidation of the Corporation into or with another entity nor the merger or consolidation of any other entity into or with the Corporation shall be deemed to be a liquidation, dissolution or winding up of the Corporation.

E. Conversion

The Series 1 Preferred Stock shall not be convertible into any shares of Common Stock or any other class of shares, nor exchanged for any shares of Common Stock or any other class of shares.

F. Voting Rights

The shares of Series 1 Preferred Stock shall not have any voting rights except as required by law.
III. The Series 2 Preferred Stock:

A. Designation

The designation of this series of Class B Preferred Stock is "Series 2 Preferred Stock" (hereinafter referred to as the "Series 2 Preferred Stock"), and the number of shares constituting such series is Ten Thousand (10,000).

B. Redemption

The Series 2 Preferred Stock shall not be redeemable by the Corporation.

C. Liquidation Preference

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of Series 2 Preferred Stock shall be entitled to receive, along with the payment to be made hereunder to the holders of the shares of Parity Stock and before any payment shall be made to the holders of the shares of Junior Stock, out of the assets of the Corporation available for distribution to stockholders, the amount per share equal to the sum of (1) the Liquidation Value plus (2) the aggregate of any accrued but unpaid dividends (whether or not declared) on the Series 2 Preferred Stock up to the date of such liquidation, dissolution or winding up, divided by the number of shares of Series 2 Preferred Stock outstanding at the time of such liquidation, dissolution or winding up. "Liquidation Value" means the Sterling equivalent of U.S. $645,000,000 converted at the Initial Rate. "Initial Rate" means the Sterling/U.S. Dollar exchange rate set out in the foreign exchange contract or similar agreement entered into by Compass Group PLC and Bank of America, N.A. on or about April 2, 2001 in connection with a drawing on that date under the Facility Agreement or, if no such contract is entered into, the spot rate of exchange at which, in accordance with normal banking procedures, the Reference Banks (as defined in the Facility Agreement) could purchase U.S. Dollars with Sterling at approximately 11:00 a.m., London time, on April 2, 2001. "Facility Agreement" means the £5,000,000,000 multicurrency credit facilities agreement dated June 6, 2000 among Granada Compass PLC, as Borrower, ABN Amro Bank N.V., Bank of America International Limited, Barclays Capital, Greenwich NatWest Limited, HSBC Investment Bank plc and Salmon Brothers International Limited, as Arrangers, National Westminster Bank plc, as Agent, National Westminster Bank plc, as Original Fronting Bank, and the financial institutions named therein. After payment to the holders of the Series 2 Preferred Stock of the full amount as aforesaid, the holders of the Series 2 Preferred Stock as such shall have no right or claim to any of the remaining assets which shall be distributed ratably to the holders of the Junior Stock.

If, upon any such liquidation, dissolution or winding up, the assets available therefor are not sufficient to permit payment to the holders of the Series 2 Preferred Stock of the full amount aforesaid, then the holders of the Parity Stock then outstanding shall share ratably in the distribution of assets in accordance with the sums which would be payable if such holders were to receive the full amounts as aforesaid.

Neither the merger or consolidation of the Corporation into or with another entity nor the merger or consolidation of any other entity into or with the Corporation shall be deemed to be a liquidation, dissolution or winding up of the Corporation.
D. Conversion

The Series 2 Preferred Stock shall not be convertible into any shares of Common Stock or any other class of shares, nor exchanged for any shares of Common Stock or any other class of shares.

E. Voting Rights

The shares of Series 2 Preferred Stock shall not have any voting rights except as required by law.

5. No holder of any stock of the Corporation of any class now or hereafter authorized shall have any preemptive right to purchase, subscribe for, or otherwise acquire any shares of stock of the Corporation or any class now or hereafter authorized, or any securities exchangeable for or convertible into any such shares, or any warrants or other instruments evidencing rights or options to subscribe for, purchase or otherwise acquire any such shares whether such shares, securities, warrants or other instruments be unissued, or issued and thereafter acquired by the Corporation.

6. To the fullest extent permitted by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation, its shareholders or otherwise for monetary damage for breach of his duty as a director. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

7. The Corporation reserves the right at any time from time to time to amend or repeal any provision contained in this Amended and Restated Certificate of Incorporation, and to add any other provisions authorized by the laws of the State of Delaware at the time in force; and all rights, preferences and privileges conferred upon stockholders, directors or any other persons by and pursuant to this Amended and Restated Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Article.

[Remainder of this page intentionally blank.]
IN WITNESS WHEREOF, Compass Group USA, Inc. has caused this Amended and Restated Certificate of Incorporation to be signed by its duly authorized officer this 15th day of November, 2011.

C. Palmer Brown
Sr. Vice President and General Counsel
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that COMPASS GROUP USA, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON SEPTEMBER 19, 1995, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 6TH day of JUNE A.D. 2017.

Jesse White
SECRETARY OF STATE
CITY OF EVANSTON
Cook County, Illinois

CORPORATE SURETY BOND
(Supplement B)

Surety Bond #: 106883863

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, Compass Group Inc. d/b/a Chartwells

of the City of Evanston, County of Cook and State of IL, a corporation organized and existing

under the laws of the State of DE, as Principal and of America, organized and existing under the law of the

State of CT, and licensed to do business in of the City of Evanston, County of Cook, and State of Illinois, hereinafter
called the sureties, are held and firmly bound unto the City of Evanston, a municipal corporation, in the sum of TWENTY-FIVE HUNDRED

AND NO/100 DOLLARS ($2,500) for the payment whereof to the City of Evanston, the principal and said sureties bind themselves, their
heirs, executors, administrators, and assigns jointly and severally firmly by these presents. Signed, sealed, and dated this 5th DAY OF
June, 20 18.

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control
Commissioner of the City of Evanston under the provision of the Title 3, Chapter 4, relating to the Sale of Alcoholic Liquor, of the Municipal
Code of the City of Evanston, recodified January 2014, and amendments thereto, which license will expire on the 1st DAY
OF July, 20 19.

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall
comply with all the provisions of Title 3, Chapter 4, of the Municipal Code of the City of Evanston hereinbefore described, and any and all
other ordinances of the City of Evanston relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance; and if
said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or which may
hereafter be in force in the City of Evanston affecting the operation of said business, then this obligation shall be void; otherwise it shall
remain in full force and effect.
Compass Group Inc. d/b/a Chartwells
Signed, sealed, and dated this 5th DAY of June, 2018.
By: [Signature]
Title: [Title]
State of North Carolina:
County of Mecklenburg

PRINCIPAL

SURETIES

Travelers Casualty and Surety Company of America
Signed, sealed, and dated this 5th DAY of June, 2018.
By: [Signature]
Title: Attorney-in-Fact
State of North Carolina:
County of Mecklenburg

By: [Signature]
Title: Witness
State of North Carolina:
County of Mecklenburg

State of North Carolina:
County of Mecklenburg
SS

ACKNOWLEDGEMENT OF CORPORATE SURETY

The foregoing instrument was acknowledged before me
by [Signature] Donna K. Ashley
this 5th day of June, 2018.

Notary Signature: Angela D. Ramsey
My Commission Expires: July 17, 2020
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Donna K. Ashley of Charlotte, North Carolina, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereunto affixed, this 3rd day of February, 2017.

State of Connecticut

City of Hartford ss.

By: ___________________________

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

___________________________

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of June, 2018

___________________________

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3888. Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Willis of North Carolina, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-5191 USA

CONTACT NAME Phone: 1-877-945-7278 FAX: 1-888-667-2378
EMAIL: certificates@willis.com

INSURER(S) AFFORDING COVERAGE NRIC#
INSURER A: National Union Fire Insurance Company of Pittsburgh, PA 19445
INSURER B: ACE Property & Casualty Insurance Company 20699
INSURER C: New Hampshire Insurance Company 23841
INSURER D: National Fire & Marine Insurance Company 20079
INSURER E: American Home Assurance Company 19360
INSURER F: Illinois National Insurance Company 23817

COVERAGES CERTIFICATE NUMBER: W6833033 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>NSR</th>
<th>TYPE OF INSURANCE</th>
<th>ADD'L SUBROGABLE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE</th>
<th>POLICY EXPIRATION DATE</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>GL 6938977</td>
<td>09/30/2017</td>
<td>09/30/2018</td>
<td>EACH OCCURRENCE: $1,000,000,000</td>
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<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>OCCUR</td>
<td>GL 6938977</td>
<td>09/30/2017</td>
<td>09/30/2018</td>
<td>EACH OCCURRENCE: $1,000,000,000</td>
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<tr>
<td>A</td>
<td>CONTRACTUAL LIABILITY</td>
<td>Y</td>
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<td>CA 4400105</td>
<td>09/30/2017</td>
<td>09/30/2018</td>
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<td>A</td>
<td>UMBRELLA LIABILITY</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>EACH OCCURRENCE: $10,000,000,000</td>
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<tr>
<td>C</td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>Y</td>
<td>WC 08626261</td>
<td>09/30/2017</td>
<td>09/30/2018</td>
<td>EACH OCCURRENCE: $2,000,000,000</td>
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<tr>
<td>A</td>
<td>LIQUOR LIABILITY - COMPASS</td>
<td>Y</td>
<td>GL 6938973</td>
<td>09/30/2017</td>
<td>09/30/2018</td>
<td>EACH OCCURRENCE: $1,000,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Void replaces Previously Issued Certificate Dated 07/02/2018 WITH ID: W6829178.

Re: 1999 Campus Drive, Evanston, IL 60208.

SIR applies as respect to General Liability per terms and conditions of this policy.

SEE ATTACHED

CERTIFICATE HOLDER
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
**ADDITIONAL REMARKS SCHEDULE**

**AGENCY**
Willis of North Carolina, Inc.

**POLICY NUMBER**
See Page 1

**CARRIER**
See Page 1

**NAIC CODE**
See Page 1

**EFFECTIVE DATE:** See Page 1

---

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25  **FORM TITLE:** Certificate of Liability Insurance

The umbrella policy follows the primary insurance coverage captioned above subject to the policy terms and conditions.

Workers Compensation Policy #NC 086326269 Covers States of AL, AR, CO, CT, DC, DE, GA, HI, IA, ID, IN, KS, LA, MD, MI, MN, MO, MS, MT, NE, NM, NV, NY, OK, OR, RI, SC, SD, TN, TX, WV.

SIR applies as respect to Liquor Liability per terms and conditions of this policy.

Compass Group USA, Inc. 1501 Central Avenue, Evanston, IL 60201.

City of Evanston is an Additional Insured with respects to General Liability and Liquor Liability pursuant to City of Evanston code section 3-4-4.

**INSURER AFFORDING COVERAGE:** National Union Fire Insurance Company of Pittsburgh

**POLICY NUMBER:** CA 4400105  **EFF DATE:** 09/30/2017  **EXP DATE:** 09/30/2018  **NAIC#:** 19445

**TYPE OF INSURANCE:**
Garagekeepers Liability

**LIMIT DESCRIPTION:**
Limits:

**LIMIT AMOUNT:**
$1,500,000

**INSURER AFFORDING COVERAGE:** National Union Fire Insurance Company of Pittsburgh

**POLICY NUMBER:** CA 4400106  **EFF DATE:** 09/30/2017  **EXP DATE:** 09/30/2018  **NAIC#:** 19445

**TYPE OF INSURANCE:**
Compass - MA Auto Liability
Any Auto
Self-Ins. Phy Damage

**LIMIT DESCRIPTION:**
Combined Single Limit

**LIMIT AMOUNT:**
$2,000,000

**INSURER AFFORDING COVERAGE:** National Union Fire Insurance Company of Pittsburgh

**POLICY NUMBER:** CA 4400108  **EFF DATE:** 09/30/2017  **EXP DATE:** 09/30/2018  **NAIC#:** 19445

**TYPE OF INSURANCE:**
Compass - VA Auto Liability
Any Auto
Self-Ins. Phy Damage

**LIMIT DESCRIPTION:**
Combined Single Limit

**LIMIT AMOUNT:**
$2,000,000
ADDITIONAL REMARKS SCHEDULE

AGENCY
Willis of North Carolina, Inc.

NAMED INSURED
Compass Group USA, Inc.
2400 Yorkmont Road
Charlotte, NC 282174611

POLICY NUMBER
See Page 1

CARRIER
See Page 1

NAIC CODE
See Page 1

EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

| INSURER AFFORDING COVERAGE: National Fire & Marine Insurance Company NAIC#: 20079 |
| --- | --- |
| POLICY NUMBER: 42-K93-302909-02 | EFF DATE: 09/30/2017 |
| | EXP DATE: 09/30/2018 |

<table>
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<th>TYPE OF INSURANCE:</th>
<th>LIMIT DESCRIPTION:</th>
<th>LIMIT AMOUNT:</th>
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</thead>
<tbody>
<tr>
<td>Excess Business Auto Liability</td>
<td>Combined Single Lmt:</td>
<td>$3,000,000</td>
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<tr>
<td>Any Auto</td>
<td></td>
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</tr>
</tbody>
</table>

| INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841 |
| --- | --- |
| POLICY NUMBER: WC 086326276 | EFF DATE: 09/30/2017 |
| | EXP DATE: 09/30/2018 |

<table>
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<tr>
<th>TYPE OF INSURANCE:</th>
<th>LIMIT DESCRIPTION:</th>
<th>LIMIT AMOUNT:</th>
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</thead>
<tbody>
<tr>
<td>Work Comp &amp; Emp Liability</td>
<td>E.L. Each Accident:</td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td>E.L. Disease-Per Emplmnt:</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>WC - Per Statute</td>
<td>E.L. Disease Eas Emplmnt:</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

ADDITIONAL REMARKS:
Policy Covers States of: AK, AZ, IL, KY, NC, NH, NJ, PA, UT, VA, VT

| INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841 |
| --- | --- |
| POLICY NUMBER: WC 086326271 | EFF DATE: 09/30/2017 |
| | EXP DATE: 09/30/2018 |

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE:</th>
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<th>LIMIT AMOUNT:</th>
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<tr>
<td>Work Comp &amp; Emp Liab</td>
<td>E.L. Each Accident:</td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td>E.L. Disease Pol Lmt:</td>
<td>$2,000,000</td>
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<tr>
<td>WC - Per Statute</td>
<td>E.L. Disease Eas Emplmnt:</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

ADDITIONAL REMARKS:
Policy Covers States of: MA, WI, Stop Gap Coverage: ND, OH, WA, WY.
ADDITIONAL REMARKS SCHEDULE

AGENCY CUSTOMER ID: 
LOC #: 

AGENCY
Willis of North Carolina, Inc.

NAMED INSURED
Compass Group USA, Inc.
2400 Yorkmont Road
Charlotte, NC 28217-4611

POLICY NUMBER
See Page 1

See Page 1

CARRIER
NAIC CODE

See Page 1

EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: American Home Assurance Company

POLICY NUMBER: WC 086326275 EFF DATE: 09/30/2017 EXP DATE: 09/30/2018

NAIC#: 19380

TYPE OF INSURANCE:

LIMIT DESCRIPTION:

LIMIT AMOUNT:

Work Comp & Emp Liab
E.L. Each Accident: $2,000,000

WC - Per Statute
E.L. Disease pol Lmt: $2,000,000

E.L. Disease Ex. Emp: $2,000,000

ADDITIONAL REMARKS:

Policy Covers State of CA.

INSURER AFFORDING COVERAGE: Illinois National Insurance Company

POLICY NUMBER: WC 086326270 EFF DATE: 09/30/2017 EXP DATE: 09/30/2018

NAIC#: 23817

TYPE OF INSURANCE:

LIMIT DESCRIPTION:

LIMIT AMOUNT:

Work Comp & Emp Liab
E.L. Each Accident: $2,000,000

WC - Per Statute
E.L. Disease pol Lmt: $2,000,000

E.L. Disease Ex. Emp: $2,000,000

ADDITIONAL REMARKS:

Policy Covers State of FL.

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company

POLICY NUMBER: WC 086326272 EFF DATE: 09/30/2017 EXP DATE: 09/30/2018

NAIC#: 23841

TYPE OF INSURANCE:

LIMIT DESCRIPTION:

LIMIT AMOUNT:

Work Comp & Emp Liab
E.L. Each Accident: $2,000,000

WC - Per Statute
E.L. Disease pol Lmt: $2,000,000

E.L. Disease Ex. Emp: $2,000,000

ADDITIONAL REMARKS:

Policy Covers State of ME

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh

POLICY NUMBER: XWC 6583181 EFF DATE: 09/30/2017 EXP DATE: 09/30/2018

NAIC#: 19445

TYPE OF INSURANCE:

LIMIT DESCRIPTION:

LIMIT AMOUNT:

Excess Work Comp
E.L. Each Accident: $2,000,000

WC - Per Statute
E.L. Disease Ex. Emp: $2,000,000

Policy Covers State of OH
ENDORSEMENT

This endorsement, effective 12:01 A.M. 9/30/2017 forms a part of Policy No. GL 6938973
issued to: Thompson Hospitality Corporation
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies Insurance provided under the following:

 LIQUOR LIABILITY COVERAGE FORM

SCHEDULE

PERSONS OR ORGANIZATIONS:

ANY PERSON OR ORGANIZATION WHO YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR WRITTEN AGREEMENT YOU HAVE ENTERED INTO.

City of Evanston

SECTION II - WHO IS AN INSURED is amended to include the above scheduled persons or organizations as additional insured(s).

The person or organization shown in the Schedule above is deemed an insured but only with respect to liability arising out of your selling, serving or furnishing of any alcoholic beverage.

All other terms, conditions, and exclusions of this policy remain unchanged.

_________________________________________
AUTHORIZED REPRESENTATIVE

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Certificate of Completion

MARY PAT DORNER

Has diligently and with merit completed the On-Premise BASSET Alcohol Certification on 6/20/2018 from the American Safety Council.

Jeff Palran

415 of 793
MINUTES

Liquor Control Board
Wednesday, August 29, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present: Mayor Stephen H. Hagerty (Local Liquor Control Commissioner); Marion Macbeth; Dick Peach

Members Absent: None

Staff Present: Theresa Whittington, Mario Treto

Others Present: Joseph Gattuso (Compass Group); Mary Pat Dorner (Compass Group); Sylvia Ximenez (Tereneo 3634 LLC); Alan Anderson (Northwestern University); Mike Polisky (Northwestern); Zubin Kammula (Levy Premium Foodservice); Terra Westhaus (Next of Kinship); Gail Taggart (Next of Kinship); Peter O’Malley (Beer on Central); Brian O’Malley (Beer on Central); Sandeep Ghaey (Vinic Wine); Lorraine Dostal (Theo Ubique)

Presiding Member: Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER

The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:00 a.m.

NEW BUSINESS

Compass Group USA, Inc., d/b/a Chartwell’s-Norris Center, Northwestern University, 1999 Campus Drive

Joe Gattuso spoke on behalf of Compass Group’s request for a class R and class T liquor license. Compass Group is taking over the food and beverage services at Northwestern’s Chicago and Evanston campuses. These services were previously offered by Sodexo. In Evanston, Compass Group will operate as Chartwell’s at Norris Center. There will not be any daily or regular alcohol service at Norris center. Instead, the class R license will be used to host special events taking place at Norris Center. The class T catering license will be used to provide services for other events located on campus. Mayor Hagerty asked Compass to explain how they will monitor and prevent underage drinking. Mary Pat Dorner (catering Director) explained that NU hires only licensed bartenders and uses wristbands at events where underage guests will be in attendance. Alan Anderson of Northwestern University stated that often registries for events will have the ages of guests and wristbands issue at check in.
The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

**TEREÑEO 3634 LLC d/b/a Bat 17, 1709 Bensen Ave.**
Sylvia Ximenez requested consideration of a Class C (Restaurant-Liquor) license. She intends to close on the purchase of Bat 17 and would like a liquor license issued in the name of the new owner. She stated that there will not be any changes in the daily operations. The only changes will be cosmetic. Mayor Hagerty expressed his zero tolerance for underage drinking and his expectation that the business will abide by all rules and regulations. Ms. Ximenez said her family is 4th generation restaurant owners and in over 40 years in the business they have never had any issues with underage drinking.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on September 17, 2018.

**Northwestern University, 633 Clark street, Evanston, IL 60208**
Mike Polisky requested consideration of an amendment to the class Z1 and Z2 license classes to allow sale of alcohol up to 4 hours before kickoff at NU football games. The university is looking to improve the experience of ticket holders in the hopes of retaining and growing its season ticket base. NU is offering a “game day experience” pilot program during NU football games. The intention is to offer responsible and social opportunities four hours prior to kickoff. The End Zone will feature a beer garden, food trucks, and entertainment. Wild Cat Alley will have more family-friendly activities. There will be a police presence and security at all games. Mayor Hagerty expressed a need to maintain the family friendly atmosphere and asked what other Big Ten schools do. Mr. Polisky stated that a majority of Big Ten universities sell alcohol in the stadium. This is not something they are requesting at this time. Dick Peach asked if the alcohol sales will be restricted to ticket holders. Mr. Polisky affirmed that only game ticket holders would have access to the events.

Kickoff time is set by the conference and not the University. Some of the games will have kickoff times as early as 11 am and others have yet to be determined. As currently written, one day license classes Z1 and Z2 allow for on premise sale of alcohol during the hours of 10:00 a.m. to 10:30 p.m., Sunday through Thursday, and 10:00 a.m. to 2:00 a.m., Friday through Sunday. NU seeks an amendment that would allow it to begin some of its game day events earlier than 10 am. The board agreed to amend the Z1 and Z2 license classes to allow applicants to apply for extended hours of sales. Such requests would be required to go before City Council.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

**Levy Premium Foodservice Limited Partnership dba Levy at Walter Athletics Center**
Zubin Kammula requested consideration of a Class T (Catering-Liquor) license on behalf of Levy Premium Foodservice. Levy Premium Foodservice is a subsidiary of Compass Group USA. Levy Premium Foodservice specializes in managing food and beverage services at athletic facilities. It is seeking a class T (catering) license in order to provide service at private alumni and booster events as well as game day events during football season.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

L3 Evanston, LLC d/b/a Next of Kinship, 1603 Orrington Avenue
Terra Westhaus spoke on behalf of Next of Kinship’s request for a class T (catering) liquor license. Next of Kinship currently holds a class C restaurant liquor license and reopened in February under a new concept. It now wishes to expand into catering events offsite and offering food and alcohol. It holds similar licenses in Chicago.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

Vinic Wine Company d/b/a Vinic Wine Company, 1509 Chicago
Sandeep Ghaey requested consideration of an amendment to class K to allow onsite tasting of alcoholic sprits not to exceed 2.75 fluid ounces and consideration of an amendment to adjust wine container size to 6.32 fluid ounces or greater for off-site consumption. Sandeep Ghaey explained that these limits are similar to those granted to Binny’s in its Class F-2 license class. He is asking that Class K be allowed the same limits.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

Beer on Central, 1930 Central St.
Peter O’Malley requested consideration of amendment to class K to remove the onsite consumption limit of beer. He feels that BASSET training will provide adequate guidance for consumption limits to avoid overserving customers. It’s a small space and it is easy to keep an eye on customers and know when to make them stop drinking. He said different businesses such as Temperance and Sketchbook (craft breweries) do not have limits on how much beer their customers can consume and he wants to offer his customers the same opportunities. Mayor Hagerty views the primary function of Beer on Central as a craft beer retailer with a tasting room. Mayor Hagerty noted that the primary function of Temperance and Sketchbook are brewers of beer. Dick Peach questioned the difference between World of Beer and Beer on Central. Mayor Hagerty pointed out that World of Beer does not sell packaged goods. Mayor Hagerty stated that the original concept presented by Beer on Central was that of a small packaged goods store with some tastings. Dick Peach noted that now it seems to want to expand from tastings into a bar. Peter O’Malley says it’s no more or less a bar than Temperance or Sketchbook. Mayor Hagerty asked how many customers Beer on Central typically has
at the bar. Peter O’Malley guessed 10-12 on weekdays and 20-24 people on weekends; at its busiest, 25-30 people. Mayor Hagerty said he needed more time to consider the request and the issue will get continued.

No action was taken. The Board recommended continuing the matter.

**Theo Ubique Cabaret Theatre, 721 Howard Street**

Lorraine Dostal requested amendments to the class U (Theatre) liquor license. Class U allows alcohol sales one hour prior to shows and during intermission in the lobby only. She explained that Theo Ubique is a cabaret dinner theater that plans to serve alcohol in the theater as part of dinner service and at a bar in the theater. Dinners will be provided by a catering service. All servers will be BASSET trained. Because the theater lacks a traditional lobby, she is requesting an amendment that eliminates the lobby requirement. She also requested an adjustment to hours of service, as alcohol will be served during the shows with dinner and not limited to before shows and during intermissions. In addition to its regular show season, the theater is interested in hosting auxiliary events such as movie sing along nights and special events as a way of earning money in between show productions. Lorraine Dostal explained that the theater does not intend to run a kitchen and would instead offer snacks during those auxiliary events. Alderman Rainey and board members expressed concern over alcohol service that did not accompany food and expressed that Theo Ubique needs to give additional thought to its business plan and food offerings with respect to the auxiliary events. It was agreed that the amendments to hours and location of service with respect to dinner theater service will get introduced to City Council and that Theo Ubique will need to rework its business plan with respect to food service during its auxiliary events.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

**ADJOURNMENT**

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 12:43 a.m. August 29, 2018.

Respectfully Submitted,

Theresa Whittington
Liquor Licensing Manager, Legal Department
Memorandum

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

From: Michelle L. Masoncup, Corporation Counsel
      Theresa Whittington, Liquor Licensing Manager & Legal Analyst

Subject: Ordinance 91-O-18, Increasing the Number of Class T Liquor Licenses for
        Levy Premium Foodservice Limited Partnership, d/b/a Levy at Ryan
        Fieldhouse and Walter Athletics Center, 2255 Campus Drive.

Date: September 11, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 91-O-18,
amending Evanston City Code Subsection 3-4-6-(T) to increase the number of Class T
Liquor Licenses from three (3) to four (4) and permit issuance of a Class T license to
Levy Premium Foodservice Limited Partnership, dba Levy at Ryan Fieldhouse and Walter
Athletics Center, 2255 Campus Drive. Staff recommends suspension of the rules for
Introduction and Action at the September 17, 2018 City Council meeting.

Livability Benefit:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 91-0-18 will permit Levy Premium Foodservice Limited Partnership, dba Levy
at Ryan Fieldhouse and Walter Athletics Center, (“Company”) to retail sale of alcoholic
liquor only to invited persons of at least twenty-one (21) years of age for consumption at
private and catered functions. Company representative Zubin Kammula submitted
application materials.

Legislative History:
At the August 29, 2018 Liquor Control Review Board meeting, Company requested
consideration of application for a Class T liquor license.

Attachments:
Ordinance 91-O-18
Application
Minutes of the August 29, 2018 Liquor Control Review Board meeting.
AN ORDINANCE

Amending City Code Section 346-(T) to Increase the Number of Class T Liquor Licenses from Three to Four
(Levy Premium Foodservice Limited Partnership, dba Levy at Ryan Fieldhouse and Walter Athletics Center, 2255 Campus Drive)

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

SECTION 1: Class T of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>T</th>
<th>Catering</th>
<th>Liquor</th>
<th>None</th>
<th>$1,800</th>
<th>$1,800</th>
<th>3 4</th>
<th>None</th>
<th>10 a.m. — 1 a.m. (Mon-Fri); 10 a.m. — 2 a.m. (Sat-Sun)</th>
</tr>
</thead>
</table>

SECTION 2: Subsection 346-(T) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class T liquor licenses from three (3) to four (4) to read as follows:

(T) CLASS T licenses, which shall authorize the sale of alcoholic liquor for consumption on the premises where served, only to invited guests at private, catered functions. Such licenses shall be issued only to businesses defined as catering establishments under Title 6 of this Code and having a current Evanston business license. Catering establishments holding Class T licenses must have food service available when alcoholic liquor is being served. The service of alcoholic liquor shall be by employees of the licensed catering business. Class T licensees shall serve alcoholic liquor only to invited guests at catered functions. Such licenses shall be issued only for the premises owned, operated, or maintained by the licensed catering business or for the location in which the licensed catering business shall serve food and alcoholic liquor. The service of alcoholic liquor shall only take place from 10:00 a.m. to 1:00 a.m.; except, that service may be made up to 2:00 a.m. on Saturday and Sunday mornings. The sale of alcoholic liquor shall be deemed to occur at the address of the catering establishment.
The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license shall be one thousand eight hundred dollars ($1,800.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be one thousand eight hundred ninety dollars ($1,890.00).

No more than three (3) four (4) such license(s) shall be in force at any one (1) time.

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

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018
Adopted: _________________, 2018

_________________________, 2018

Stephen H. Hagerty, Mayor

Attest:

Devon Reid, City Clerk

Approved as to form:

__________________________

Michelle L. Masoncup, Corporation Counsel
City of Evanston annual Liquor License Application

City of Evanston
Application for Liquor License

Date: 7/13/2018

New business
Change of Ownership/Corporation
Change of License Class

Liquor Class: T

Initial license Fee: $1,800.00

1. APPLICANT

A. Corporation name:
Levy Premium Foodservice Limited Partnership

B. Business name:
Levy at Ryan Fieldhouse and Walter Athletics Center

C. Previous business name (if dba changed):

D. Business address (city, state, zip code):
980 N. Michigan Avenue, Suite 400, Chicago, IL 60611

E. Business telephone: 312-664-8200
F. Business website: N/A
G. Business Email: lweinstein@levyrestaurants.com

H. Illinois business tax number:

2. BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Address applying for liquor license (exact street address):
2255 Campus Drive

B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):
See attached.

C. Is the business required to be located within the "Retail Package Store Area"?
   Yes [ ] No [ ]

If yes, is it located within the "Retail Package Store Area"?
   Yes [ ] No [ ]

3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION

A. Business type: [ ] Restaurant [ ] Hotel [ ] Package store [ ] Grocery store [ ] Other (explain below):

Describe the nature of the business / principal kind of business:

Catering of Food & Alcoholic Beverages for Northwestern University Campus Facilities

Liquor to be served and/or sold: [ ] Alcoholic liquor [ ] Beer and Wine only [ ] Wine only

Days and times liquor is served:
[ ] Sunday to [ ] Monday to [ ] Tuesday to [ ] Wednesday to

Varies private catered events only:
[ ] Thursday to [ ] Friday to [ ] Saturday to

Liquor will served or sold by:
[ ] Glass [ ] Bottle [ ] Can [ ] Waitstaff and/or [ ] Over the counter

City of Evanston Liquor License Application (Rev. 03/05/2015)
Application: Page 1 of 15

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### 4. BUSINESS SPECIFIC INFORMATION (for restaurants)

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ yes □ no</td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 5.</td>
</tr>
</tbody>
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<thead>
<tr>
<th>B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</th>
</tr>
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<tbody>
<tr>
<td>□ yes □ no</td>
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<tr>
<th>C. Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</th>
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<tr>
<td>□ yes □ no</td>
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<tr>
<th>D. How many tables are or will be in the restaurant? What is the seating capacity?</th>
</tr>
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<tbody>
<tr>
<td>□ yes □ no</td>
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<tr>
<th>E. Is there an existing or proposed menu? If your response is &quot;Yes,&quot; please attach the menu.</th>
</tr>
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<tbody>
<tr>
<td>□ yes □ no</td>
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<thead>
<tr>
<th>F. Does the restaurant currently hold or has applied for a City of Evanston food license? If your response is &quot;Yes,&quot; what is the expected issue date?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ yes □ no</td>
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</table>

### 5. BUSINESS SPECIFIC INFORMATION (for hotels)

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ yes □ no</td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 6.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</th>
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<tr>
<td>□ yes □ no</td>
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<table>
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<tr>
<th>C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</th>
</tr>
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<tbody>
<tr>
<td>□ yes □ no</td>
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<table>
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<tr>
<th>D. Does the hotel have at least 50 regular rooms for transients?</th>
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<tbody>
<tr>
<td>□ yes □ no</td>
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</table>

<table>
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<tr>
<th>E. Does the hotel currently hold or has applied for a City of Evanston food license? If your response is &quot;Yes,&quot; what is the expected issue date?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ yes □ no</td>
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</table>

### 6. BUSINESS SPECIFIC INFORMATION (for package stores)

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell liquor upon the premises of a package store?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ yes □ no</td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 7.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Is the package store premises located in the &quot;retail package store area&quot; as defined by the attached map?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ yes □ no</td>
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<table>
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<tr>
<th>C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises?</th>
</tr>
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<tbody>
<tr>
<td>□ yes □ no</td>
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<tr>
<th>D. Has the applicant reviewed the Liquor Code definition of a &quot;package store&quot;?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ yes □ no</td>
</tr>
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</table>

### 7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store? If your response is &quot;No,&quot; skip this section and proceed to section 8.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ yes □ no</td>
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<tr>
<th>B. Does the grocery store premises consist of a grocery store and combination store under one roof?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ yes □ no</td>
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<tr>
<th>C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximately how many square feet are provided? sq.ft.</th>
</tr>
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<tbody>
<tr>
<td>□ yes □ no</td>
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<tr>
<th>D. Does the grocery store currently hold or has applied for a City of Evanston food license? If your response is &quot;Yes,&quot; what is the expected issue date?</th>
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<tbody>
<tr>
<td>□ yes □ no</td>
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</table>
City of Evanston annual Liquor License Application

8. PREMISES OWNERSHIP INFORMATION
A. Does the corporation own the premises for which this liquor license is being sought? □ yes ☑ no
   If your response is “Yes,” attach a copy of ownership and proceed to section 9.
B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought? ☑ yes □ no
C. What is the period covered by the lease? 07/1/2018 to 6/30/2033
D. What is the name of the Landlord? Northwestern University
E. What is the address of the Landlord? (please include city, state, and zip code.)
   2020 Ridge Ave., 2nd Floor, Evanston, IL 60208-4303

9. ELIGIBILITY QUESTIONS
A. Has the owner or any relative had a business or liquor license revoked? □ yes ☑ no
B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston? □ yes ☑ no
C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business? □ yes ☑ no
D. Does the owner/officer(s) owe any debt or unpaid tax to the City of Evanston?
   If yes, explain: ________________________________
   □ yes ☑ no
E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below.
   name: Zubin Kammula
   address: Siegel & Moses, PC, 8700 W. Bryn Mawr, Suite 720N, Chicago, IL 60631
   telephone: 312-670-6851
   relationship: Attorney

I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

Signature of Applicant ____________________________  Date ________________

City of Evanston Liquor License Application (Rev. 03/05/2015) Application: Page 3 of 15

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City of Evanston
Liquor License Application

AFFIDAVIT

State of ILLINOIS
County of COOK

The undersigned hereby makes application for a Class _____ liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

Signature of Applicant

Subscribed and sworn to before me this _____ day of JULY, 2018

LINDSAY WEINSTEIN
Notary Public

(Seal)
**CORPORATE INFORMATION FORM**

*(Supplement A)*

**Applicants must file business with Secretary of State:**

**Name of Corporation/Partnership:**
Levy Premium Foodservice Limited Partnership

**Corporate Address:**
980 N. Michigan Avenue #400, Chicago, IL 60611

**Corporate Ph #:** (312) 664-8200  
**Corporate Email:** iweinstein@levyrestaurants.com  
**FEIN:** [Redacted]

**Business Status:**

<table>
<thead>
<tr>
<th>Date Corporation/Partnership was Organized:</th>
<th>12/04/1997</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Articles of Incorporation/Organization filed:</td>
<td>IL</td>
</tr>
<tr>
<td>Date Articles of Incorporation/Organization filed with Secretary of State:</td>
<td>12/04/1997</td>
</tr>
<tr>
<td>Date Certification of Incorporation/Organization was issued by Secretary of State:</td>
<td>12/04/1997</td>
</tr>
</tbody>
</table>

**Are there any amendments to Articles of Incorporation?**

- [✓] Yes
- [ ] No

**Date Amendment Filed**

10-13-1999

**What are the total shares of stock created by this Corporation?**

Not Applicable—Ultimate Owner is Publicly Traded on The London Stock Exchange

**H: List stockholders with 5% or more in holdings** *(corporations with a long list, attach copy of list)*

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
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<tr>
<td><strong>Entity Name</strong></td>
<td>LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP</td>
</tr>
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<td>---------------------</td>
<td>---------------------------------------------</td>
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<tr>
<td><strong>File Name</strong></td>
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<td><strong>Status</strong></td>
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<td><strong>Entity Type</strong></td>
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<td>12/04/1997</td>
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<tr>
<td><strong>Jurisdiction</strong></td>
<td>IL</td>
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<tr>
<td><strong>Agent Name</strong></td>
<td>ILLINOIS CORPORATION SERVICE COMPANY</td>
</tr>
<tr>
<td><strong>Agent Change Date</strong></td>
<td>04/07/2014</td>
</tr>
<tr>
<td><strong>Agent Street Address</strong></td>
<td>801 ADLAI STEVENSON DRIVE</td>
</tr>
<tr>
<td><strong>Designated Office</strong></td>
<td>980 N MICHIGAN AVE SUITE 400</td>
</tr>
<tr>
<td><strong>Agent City</strong></td>
<td>SPRINGFIELD</td>
</tr>
<tr>
<td><strong>Agent Zip</strong></td>
<td>62703-4261</td>
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<td><strong>Duration</strong></td>
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<td><strong>Assumed Name</strong></td>
<td>INACTIVE - LEVY RESTAURANTS AT ALEXIAN FIELD</td>
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<tr>
<td><strong>Old LP/LLP Name</strong></td>
<td>04/09/1999 - LEVY (LAA) LIMITED PARTNERSHIP</td>
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</table>

**Purchase Certificate of Existence**
(One Certificate per Transaction)
Levy Locations in IL

- Jake Melnicks (Chicago)
- Spiaggia (Chicago)
- River Roast (Chicago)
- Lincoln Park Zoo (Chicago)
- Wrigley Field (Chicago)
- Wrigley Field Conference Center and Plaza (Chicago)
- Guaranteed Rate Field (Chicago)
- United Center (Chicago)
- MB Ice Arena (Chicago)
- Ravinia (Highland Park)
- Arlington Racetrack (Arlington Heights)
- Sears Centre (Hoffman Estates)
- TaxSlayer Center (Moline)
- Northwestern University (Evanston)
Pursuant to the provisions of the Revised Uniform Limited Partnership Act, the undersigned general partners hereby form the limited partnership named below:

1. The limited partnership's name is: Levy Restaurant Limited Partnership (Note 1)

2. The Federal Employer Identification Number (F.E.I.N.) is: applied for (Note 2)

3. This certificate of limited partnership is effective on: (Check one)
   a) the filing date, or
   b) another date not more than 60 days subsequent to the filing date. Specify:

4. The limited partnership's registered agent's name and registered office address is:
   Registered Agent: Lansing
   Last Name: Andrew
   First Name: J.
   The Levy Organization
   Firm Name (if any)
   Registered Office: 980 North Michigan Avenue
   Number: -83 071765
   Street
   Suite #
   City: Chicago
   County: Cook
   Zip Code: 60611

5. The address, including county, of the office at which the records required by Section 104 are to be kept is:
   980 North Michigan Avenue, Chicago, Cook County, Illinois 60611

6. The limited partnership's purpose(s) is: to engage in any lawful act or activity in which a limited partnership may engage under the Illinois Revised Uniform Limited Partnership Act (Note 3)

7. The latest date upon which the limited partnership is to dissolve is: December 31, 2038

8. The total aggregate amount of cash and the aggregate agreed value of other property or services contributed by the partners and which they have agreed to contribute is: $19,181,000

9. A brief statement of the partners' membership termination and distribution rights, if any. One 8-1/2" x 11" standard paper may be used, if needed, and attached to this form. The full text of such rights should be on file in the partnership's Section 104 office.

10. The names (last name first) and business addresses of all general partners must be listed:
    Levy Holdings GP, Inc. 980 N. Michigan Ave., Chicago, IL 60611
    General Partner's Name Business Address
    General Partner's Name
    The undersigned affirms, under penalties of perjury, that the facts stated herein are true.
    All general partners are required to sign the certificate of limited partnership.
    Signature
    By: Thomas A. Heymann, President
    Name (please print or type)

If additional space is needed, this list must be continued in the same format on a plain white 8-1/2" x 11" sheet, which must be stapled to this form. Number of additional pages:

434 of 793
ITEM 9

(Levy Restaurant Limited Partnership)

(a) The General Partner may not at any time sell, assign or encumber its Partnership Interest, or withdraw from the Partnership, unless unanimously approved by the Advisory Committee. In the event that the General Partner at any time transfers or attempts to transfer its Partnership Interest in violation of the provisions of the Partnership Agreement, then any other Partner will be entitled to a decree or order restraining and enjoining such transfer.

(b) No assignment of a Limited Partner's Partnership Interest and no admission of a Substitute Limited Partner will be effective unless all of the conditions set forth in the Partnership Agreement are met, including the prior written consent of the General Partner and the unanimous written consent of the Advisory Committee.

(c) Prior to the consummation of any Organic Change (as defined in the Partnership Agreement) which is effected in such a way that the holders of Common Units are entitled to receive stock, securities or assets with respect to or in exchange for Common Units, the Partnership will make appropriate provisions to ensure that each of the owners of Preferred Units will thereafter have the right to acquire and receive, in lieu thereof or in addition to the Common Units immediately theretofore acquirable and receivable upon the conversion of such owner's Preferred Units, such shares of stock, securities or assets as such holder would have received in connection with such Organic Change if such holder had converted its' Preferred Units immediately prior to such Organic Change.

(d) The Partnership will redeem a number of Preferred Units on December 31, 1996 pursuant to a formula contained in the Partnership Agreement. All remaining Preferred Units outstanding on December 31, 1997, if any, will be redeemed on that date. The Redemption Price for each Preferred Unit will be determined pursuant to a formula contained in the Partnership Agreement.

(e) In the event of the dissolution, Bankruptcy, or withdrawal of the last remaining General Partner, the Partnership will dissolve and wind up its affairs, unless within a period of ninety days from such event the Limited Partners elect to continue the Partnership by appointing a new General Partner. The Partnership will also dissolve upon the happening of the following events: (1) expiration of the term of the Partnership; (2) written election of General Partners and Limited Partners whose Percentage Equity Interests aggregate not less than 80% to dissolve the Partnership; (3) the sale or other disposition of all or substantially all the Partnership Property; (4) an event which makes it unlawful or impossible for the Partnership business to be continued; or (5) the death, withdrawal, dissolution, or Bankruptcy of the last remaining Limited Partner.

(f) Upon the termination of the Partnership any proceeds available shall be distributed: First, to the payment of all debts and liabilities of the Partnership; Second, to the establishment of any reserves reasonably necessary to provide for any contingent recourse Partnership liabilities and obligations; Third, to those Partners having Preferred Equity, if any, to the extent of and in proportion to such Preferred Equity as of the date of the distribution; Fourth, to all the Partners in proportion to and to the extent of their respective Capital Accounts determined as of the date of the distribution; and Fifth, to all the Partners in proportion to their respective Percentage Equity Interests.

The foregoing is only a summary of the Partners' Rights Upon Termination. A complete explanation of such rights can be found at the Partnership's Office listed in item 4 above.
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

LEVY RESTAURANT LIMITED PARTNERSHIP, HAVING REGISTERED IN THE STATE OF ILLINOIS ON FEBRUARY 09, 1989, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE UNIFORM LIMITED PARTNERSHIP ACT (2001) OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LP/LLLP IN THE STATE OF ILLINOIS, HAVING FULFILLED ALL REQUIREMENTS OF SAID ACT WITH REGARD TO PAYMENT OF FEES, THE FILING OF ANNUAL REPORTS (IF APPLICABLE) AND NEITHER HAVING BEEN ADMINISTRATIVELY DISSOLVED BY THE SECRETARY OF STATE NOR HAVING VOLUNTARILY FILED A STATEMENT OF TERMINATION.

In Testimony Whereof, I hereeto set
my hand and cause to be affixed the Great Seal of the State of Illinois, this 18TH day of JUNE A.D. 2008

Jesse White
SECRETARY OF STATE
Officers of Levy Premium Foodservice, Limited Partnership

President – Andrew Lansing
Treasurer – Robert Ellis
Secretary – Michael Feldman
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Willis of North Carolina, Inc.
O/O 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-5191 USA

INSURED
Levy Premium Foodservice Limited Partnership
980 North Michigan Avenue
Chicago, IL 60611

CONTACT
NAME: certificates@willis.com
PHONE: 1-877-945-7376
FAX: 1-888-467-2376

COVERAGES
CERTIFICATE NUMBER: W69018113
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>LIN</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL/ SUB</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
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<td>GL 693977</td>
<td>09/30/2017</td>
<td>09/30/2018</td>
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<td>CLAIMS-MADE</td>
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<td>C</td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>Y/N</td>
<td>WC 086326269</td>
<td>09/30/2017</td>
<td>09/30/2018</td>
<td>$1,000,000</td>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in NJ)</td>
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<td>A</td>
<td>LICO LIABILITY - COMPASS</td>
<td>Y</td>
<td>GL 693973</td>
<td>09/30/2017</td>
<td>09/30/2018</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SIR applies as respect to General Liability per terms and conditions of this policy.

The umbrella policy follows the primary insurance coverage captioned above subject to the policy terms and conditions.

SEE ATTACHED

CERTIFICATE HOLDER
City of Evanston
2100 Ridge Ave
Suite 4400
Evanston, IL 60201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
ADDITIONAL REMARKS SCHEDULE

AGENCY
Willis of North Carolina, Inc.
See Page 1

NAMED INSURED
Livy Premium Foodservice Limited Partnership
980 North Michigan Avenue
Chicago, IL 60611

CARRIER
See Page 1

NAIC CODE
See Page 1

EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Policy #WC 086326269 Covers States of
AL, AR, CO, CT, DC, DE, GA, HI, IA, ID, IN, KS, LA, MD, MI, MN, MO, MS, MT, NE, NM, NV, NY, OK, OR, RI, SC, SD, TN, TX, WV.

SIR applies as respect to Liquor Liability per terms and conditions of this policy.

City of Evanston is an Additional Insured with respect to General Liability and Liquor Liability pursuant to City of Evanston code section 3- 4-4.

<table>
<thead>
<tr>
<th>INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh</th>
<th>NAIC#: 19445</th>
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<tbody>
<tr>
<td>POLICY NUMBER: CA 4400105</td>
<td>EFF DATE: 09/30/2017</td>
</tr>
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</table>

| TYPE OF INSURANCE: Garagekeeper's Liability | LIMIT DESCRIPTION: Limits: | LIMIT AMOUNT: $1,500,000 |

<table>
<thead>
<tr>
<th>INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh</th>
<th>NAIC#: 19445</th>
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</thead>
<tbody>
<tr>
<td>POLICY NUMBER: CA 4400106</td>
<td>EFF DATE: 09/30/2017</td>
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</tbody>
</table>

| TYPE OF INSURANCE: Compass - MA Auto Liability | LIMIT DESCRIPTION: Combined Single Limit: | LIMIT AMOUNT: $2,000,000 |

Any Auto
Self-Ins. Phy Damage

<table>
<thead>
<tr>
<th>INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh</th>
<th>NAIC#: 19445</th>
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<tr>
<td>POLICY NUMBER: CA 4400108</td>
<td>EFF DATE: 09/30/2017</td>
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</table>

| TYPE OF INSURANCE: Compass - VA Auto Liability | LIMIT DESCRIPTION: Combined Single Limit | LIMIT AMOUNT: $2,000,000 |

Any Auto
Self-Ins. Phy Damage
**ADDITIONAL REMARKS SCHEDULE**

| AGENCY | Willis of North Carolina, Inc. | NAMED INSURED | Levy Premium Foodservice Limited Partnership  
|        |                               | 900 North Michigan Avenue |  
| POLICY NUMBER | See Page 1 | EFFECTIVE DATE: See Page 1 |  
| CARRIER | See Page 1 | NAIC CODE | See Page 1 |  

**ADDITIONAL REMARKS**

This additional remarks form is a schedule to ACORD form.

<table>
<thead>
<tr>
<th>FORM NUMBER:</th>
<th>25</th>
<th>FORM TITLE: Certificate of Liability Insurance</th>
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**INSURER AFFORDING COVERAGE:** National Fire & Marine Insurance Company  
**POLICY NUMBER:** 42-XSF-302909-02  
**EFF DATE:** 09/30/2017  
**EXP DATE:** 09/30/2018  
**NAIC#:** 20079  

**TYPE OF INSURANCE:**  
- Excess Business Auto Liability  
- Combined Single Lmt: 3,000,000  
- Any Auto

**INSURER AFFORDING COVERAGE:** New Hampshire Insurance Company  
**POLICY NUMBER:** WC 086326276  
**EFF DATE:** 09/30/2017  
**EXP DATE:** 09/30/2018  
**NAIC#:** 23841

**TYPE OF INSURANCE:**  
- Work Comp & Emp Liability  
  - E.L. Each Accident: 2,000,000  
  - E.L. Disease-Poli Lmt: 2,000,000  
  - E.L. Disease Ev Emp: 2,000,000  
- WC - Per Statute

**ADDITIONAL REMARKS:**  
Policy Covers States of: AK, AZ, IL, KY, NC, NH, NJ, PA, UT, VA, VT

**INSURER AFFORDING COVERAGE:** New Hampshire Insurance Company  
**POLICY NUMBER:** WC 086326271  
**EFF DATE:** 09/30/2017  
**EXP DATE:** 09/30/2018  
**NAIC#:** 23841

**TYPE OF INSURANCE:**  
- Work Comp & Emp Liab  
  - E.L. Each Accident: 2,000,000  
  - E.L. Disease Poli Lmt: 2,000,000  
  - E.L. Disease Ev Emp: 2,000,000  
- WC - Per Statute

**ADDITIONAL REMARKS:**  
Policy Covers States of: MA, WI, Stop Gap Coverage: ND, OR, WA, WY.
# ADDITIONAL REMARKS SCHEDULE

<table>
<thead>
<tr>
<th>AGENCY CUSTOMER ID:</th>
<th>LOC #:</th>
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<tbody>
<tr>
<td>Willis of North Carolina, Inc.</td>
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</tr>
<tr>
<td>NAMED INSURED: Levy Premium Foodservice Limited Partnership</td>
<td>500 North Michigan Avenue Chicago, IL 60611</td>
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<tr>
<td>POLICY NUMBER: See Page 1</td>
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<tr>
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<td>NAIC CODE: See Page 1</td>
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<tr>
<td>EFFECTIVE DATE: See Page 1</td>
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## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25**  
**FORM TITLE: Certificate of Liability Insurance**

<table>
<thead>
<tr>
<th>INSURER AFFORDING COVERAGE: American Home Assurance Company</th>
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<th>LIMIT AMOUNT:</th>
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<tbody>
<tr>
<td>Work Comp &amp; Emp Liab</td>
<td>E.L. Each Accident:</td>
<td>$2,000,000</td>
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<tr>
<td>WC - Per Statute</td>
<td>E.L. Disease pol Lmt:</td>
<td>$2,000,000</td>
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<td>E.L. Disease Ea Emp:</td>
<td>$2,000,000</td>
</tr>
</tbody>
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**ADDITIONAL REMARKS:**  
Policy Covers State of CA.

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<thead>
<tr>
<th>INSURER AFFORDING COVERAGE: Illinois National Insurance Company</th>
<th>NAIC#: 23017</th>
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<td>EFF DATE: 09/30/2017</td>
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<th>LIMIT DESCRIPTION:</th>
<th>LIMIT AMOUNT:</th>
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**ADDITIONAL REMARKS:**  
Policy Covers State of FL.

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<tr>
<th>INSURER AFFORDING COVERAGE: New Hampshire Insurance Company</th>
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<td>POLICY NUMBER: WC 086326272</td>
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**ADDITIONAL REMARKS:**  
Policy Covers State of NH.

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<tr>
<th>INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh</th>
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**ADDITIONAL REMARKS:**  
Policy Covers State of OH.
CITY OF EVANSTON
Cook County, Illinois
CORPORATE SURETY BOND
(Supplement B)

Surety Bond #: 106941230

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, __ Levy Premium Foodservice Limited Partnership __
of the City of ____ Evanston ___, County of ___ Cook _____, and State of ___ IL _____, a corporation organized and existing
under the laws of the State of ____ DE _____, as Principal and ___ Travelers Casualty and Surety Company of America ____,
organized and existing under the law of the State of __ CT ________, and licensed to do business in of the City of Evanston, County of Cook, and State of Illinois, hereinafter
called the sureties, are held and firmly bound unto the City of Evanston, a municipal corporation, in the sum of TWENTY-FIVE HUNDRED
AND NO/100 DOLLARS ($2,500) for the payment whereof to the City of Evanston, the principal and said sureties bind themselves, their
heirs, executors, administrators, and assigns jointly and severally firmly by these presents. Signed, sealed, and dated this 13th DAY OF
July _____, 20___.

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control
Commissioner of the City of Evanston under the provision of the Title 3, Chapter 4, relating to the Sale of Alcoholic Liquor, of the Municipal
Code of the City of Evanston, recodified January 2014, and amendments thereto, which license will expire on the 13th DAY
OF July ______, 20___.

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall
comply with all the provisions of Title 3, Chapter 4, of the Municipal Code of the City of Evanston hereinafore described, and any and all
other ordinances of the City of Evanston relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance; and if
said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or which may
hereafter be in force in the City of Evanston affecting the operation of said business, then this obligation shall be void; otherwise it shall
remain in full force and effect.
Levy Premium Foodservice Limited Partnership
Signed, sealed, and dated this 13th DAY OF July, 2018.
By:
Title:
State of North Carolina
County of Mecklenburg

PRINCIPAL

(affix seal)

SURETIES

Travelers Casualty and Surety Company of America
Signed, sealed, and dated this 13th DAY OF June, 2018.
By: Donna K. Ashley, Attorney-In-Fact
Title: Donna K. Ashley, Attorney-In-Fact
State of North Carolina
County of Mecklenburg

By: Angela D. Ramsey, Witness
Title: Angela D. Ramsey, Witness
State of North Carolina
County of Mecklenburg

(affix seal)

ACKNOWLEDGEMENT OF CORPORATE SURETY

The foregoing instrument was acknowledged before me
by Donna K. Ashley

this 13th day of July, 2018.

Notary Signature Angela D. Ramsey
My Commission Expires: July 17, 2020

(affix seal)
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Angela D. Ramsey of Charlotte, North Carolina, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.

State of Connecticut

City of Hartford ss.

By: ____________________________

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereto set my hand and official seal.

My Commission expires the 30th day of June, 2021

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of July, 2018

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.
TEAM Coalition
Techniques for Effective Alcohol Management
Instructor Development Program

Brett Bils
is a Certified TEAM Trainer

Kevin Brudek
TEAM Coalition Chairman

Marjolyn
TEAM Master Trainer

December 3, 2015
Date

445 of 793
# Northwestern University

## PASSED APPETIZERS & DESSERTS: Choose 8

- **MINI TUNA POKE IN A SAVORY CONE**
- **MINI SALMON POKE IN A SAVORY CONE**
- **CURRY CHICKEN SALAD IN A BOUCHEE**
- **HOMEMADE MINI SOPA WITH CHICKEN TINGA**
- **MINI CRABLESS CRAB CAKES WITH LEMON AIOLI (HEARTS OF PALM)**
- **SLICED ENGLISH CUCUMBERS WITH OLIVE TAPENADE**
- **BRAISED SHORT RIBS WITH BABY RED POTATOES**
- **SUMMER CAPRESE FLAT BREAD WITH ARUGULA & LEMON**
- **GRILLED CROSTINI WITH SUMMER ASPARAGUS, BLEU CHEESE & BALSAMIC REDUCTION**
- **TENDERLOIN ON CROSTINI WITH CARAMELIZED ONIONS & CHIMICHURRI**
- **GRILLED ARRACHERA SKEWERS WITH SWEET SOY GLAZE**
- **DECONSTRUCTED CORN ELOTE IN A PLANTAIN CUP**
- **HOMEMADE GUACAMOLE WITH FRESH CORN TORTILLA STRIPS**
- **SAVORY CHICKEN MEATBALLS WITH GREEN CHILI SALSA**

**ASSORTED FRENCH MACAROONS**

**ASSORTED CHEESECAKE BITES**

**STRAWBERRY CHEESECAKE PUSH POPS**

**TRIPLE CHOCOLATE COOKIE SANDWICH WITH MINT**

**PEANUT BUTTER MOUSSE JIBARITO WITH CARAMELIZED MINI APPLE PIE WITH CARAMEL CRÈME**

**COCONUT CRÈME BRULEE TARTLETS WITH WHIPPED S’MORES WHOOPIE PIE**

## STATIONED APPETIZERS: Choose 1

### SLIDERS

- **GRASS FED BEEF BURGERS WITH TOMATO, CHEDDAR CHEESE & SECRET SAUCE**
- **TURKEY BURGER WITH HERB MAYO ON A WHOLE WHEAT BUN**
- **CHICKEN BURGER WITH PESTO MAYO**
- **PORTABELLA BURGER WITH AVOCADO AND SLICED RED ONION**

### DIPS, BOARDS, SALADS

- **TRIO OF HUMMUS- RED PEPPER, TRADITIONAL, AVOCADO, PITA CHIPS & VEGETABLES**
- **BUTCHER BAKER CHEESEMAKER WITH TABLE CURLED MEATS, LOCAL CHEESES, MUSTARDS HONEY, LAVOSH & FLATBREADS**

**28.00 PER PERSON**

**22.00 PER PERSON**
| GARDEN FRESH CRUDITE OF VEGETABLES WITH BUTTERMILK RANCH DIP, TRADITIONAL HUMMUS, CRACKERS & BREADSTICKS |  |
| SOUTHWESTERN PASTA SALAD WITH CREAMY AVOCADO DRESSING |  |
| TABBBOULEH SALAD WITH CUCUMBERS, TOMATOES, PARSLEY, MINT AND LEMON JUICE |  |
| ORZO SALAD WITH ARTICHOKE, TOMATOES, CHICKPEAS & FETA LEMON BASIL DRESSING |  |
| ISREALI COUSCOUS SALAD WITH ROASTED VEGETABLES |  |
| WATERMELON & FETA SALAD |  |
| **STATIONED DESSERT** | **14.00 PER PERSON** |
| **CAKE, CUPS & SHOTS** |  |
| CARROT, CHOCOLATE & RAINBOW CAKE |  |
| STRAWBERRY SHORTCAKES |  |
| BANANA PUDDING SHOTS |  |
| BLUEBERRY LEMON TRIFLE |  |
| **BEVERAGE OPTIONS** |  |
| DELUXE BAR PACKAGE | 3 HOURS- 36.00 PER PERSON |
| DELUXE BRAND LIQOUR, IMPORTED & DOMESTIC BEER, RED & WHITE WINE, SOFT DRINKS & BOTTLED WATER |  |
| BEER AND WINE PACKAGE | 3 HOURS- 26.00 PER PERSON |
| IMPORTED & DOMESTIC BEER, RED & WHITE WINE, SOFT DRINKS & BOTTLED WATER |  |
MINUTES

Liquor Control Board
Wednesday, August 29, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present: Mayor Stephen H. Hagerty (Local Liquor Control Commissioner); Marion Macbeth; Dick Peach

Members Absent: None

Staff Present: Theresa Whittington, Mario Treto

Others Present: Joseph Gattuso (Compass Group); Mary Pat Dorner (Compass Group); Sylvia Ximenez (Tereneo 3634 LLC); Alan Anderson (Northwestern University); Mike Polisky (Northwestern); Zubin Kammula (Levy Premium Foodservice); Terra Westhaus (Next of Kinship); Gail Taggart (Next of Kinship); Peter O’Malley (Beer on Central); Brian O’Malley (Beer on Central); Sandeep Ghaey (Vinic Wine); Lorraine Dostal (Theo Ubique)

Presiding Member: Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:00 a.m.

NEW BUSINESS

Compass Group USA, Inc., d/b/a Chartwell’s-Norris Center, Northwestern University, 1999 Campus Drive
Joe Gattuso spoke on behalf of Compass Group’s request for a class R and class T liquor license. Compass Group is taking over the food and beverage services at Northwestern’s Chicago and Evanston campuses. These services were previously offered by Sodexo. In Evanston, Compass Group will operate as Chartwell’s at Norris Center. There will not be any daily or regular alcohol service at Norris center. Instead, the class R license will be used to host special events taking place at Chartwell’s at Norris Center. The class T catering license will be used to provide services for other events located on campus. Mayor Hagerty asked Compass to explain how they will monitor and prevent underage drinking. Mary Pat Dorner (catering Director) explained that NU hires only licensed bartenders and uses wristbands at events where underage guests will be in attendance. Alan Anderson of Northwestern University stated that often registries for events will have the ages of guests and wristbands issue at check in.
The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

TERENEO 3634 LLC d/b/a Bat 17, 1709 Bensen Ave.
Sylvia Xim'enez requested consideration of a Class C (Restaurant-Liquor) license. She intends to close on the purchase of Bat 17 and would like a liquor license issued in the name of the new owner. She stated that there will not be any changes in the daily operations. The only changes will be cosmetic. Mayor Hagerty expressed his zero tolerance for underage drinking and his expectation that the business will abide by all rules and regulations. Ms. Xim'enez said her family is 4th generation restaurant owners and in over 40 years in the business they have never had any issued with underage drinking.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on September 17, 2018.

Northwestern University, 633 Clark street, Evanston, IL 60208
Mike Polisky requested consideration of an amendment to the class Z1 and Z2 license classes to allow sale of alcohol up to 4 hours before kickoff at NU football games. The university is looking to improve the experience of ticket holders in the hopes of retaining and growing its season ticket base. NU is offering a “game day experience” pilot program during NU football games. The intention is to offer responsible and social opportunities four hours prior to kickoff. The End Zone will feature a beer garden, food trucks, and entertainment. Wild Cat Alley will have more family-friendly activities. There will be a police presence and security at all games. Mayor Hagerty expressed a need to maintain the family friendly atmosphere and asked what other Big Ten schools do. Mr. Polisky stated that a majority of Big Ten universities sell alcohol in the stadium. This is not something they are requesting at this time. Dick Peach asked if the alcohol sales will be restricted to ticket holders. Mr. Polisky affirmed that only game ticket holders would have access to the events.

Kickoff time is set by the conference and not the University. Some of the games will have kickoff times as early as 11 am and others have yet to be determined. As currently written, one day license classes Z1 and Z2 allow for on premise sale of alcohol during the hours of 10:00 a.m. to 10:30 p.m., Sunday through Thursday, and 10:00 a.m. to 2:00 a.m., Friday through Sunday. NU seeks an amendment that would allow it to begin some of its game day events earlier than 10 am. The board agreed to amend the Z1 and Z2 license classes to allow applicants to apply for extended hours of sales. Such requests would be required to go before City Council.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

Levy Premium Foodservice Limited Partnership dba Levy at Walter Athletics Center
Zubin Kammula requested consideration of a Class T (Catering-Liquor) license on behalf of Levy Premium Foodservice. Levy Premium Foodservice is a subsidiary of Compass Group USA. Levy Premium Foodservice specializes in managing food and beverage services at athletic facilities. It is seeking a class T (catering) license in order to provide service at private alumni and booster events as well as game day events during football season.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

**L3 Evanston, LLC d/b/a Next of Kinship, 1603 Orrington Avenue**
Terra Westhaus spoke on behalf of Next of Kinship’s request for a class T (catering) liquor license. Next of Kinship currently holds a class C restaurant liquor license and reopened in February under a new concept. It now wishes to expand into catering events offsite and offering food and alcohol. It holds similar licenses in Chicago.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

**Vinic Wine Company d/b/a Vinic Wine Company, 1509 Chicago**
Sandeep Ghaey requested consideration of an amendment to class K to allow onsite tasting of alcoholic spirits not to exceed 2.75 fluid ounces and consideration of an amendment to adjust wine container size to 6.32 fluid ounces or greater for off-site consumption. Sandeep Ghaey explained that these limits are similar to those granted to Binny’s in its Class F-2 license class. He is asking that Class K be allowed the same limits.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

**Beer on Central, 1930 Central St.**
Peter O’Malley requested consideration of amendment to class K to remove the onsite consumption limit of beer. He feels that BASSET training will provide adequate guidance for consumption limits to avoid overserving customers. It’s a small space and it is easy to keep an eye on customers and know when to make them stop drinking. He said different businesses such as Temperance and Sketchbook (craft breweries) do not have limits on how much beer their customers can consume and he wants to offer his customers the same opportunities. Mayor Hagerty views the primary function of Beer on Central as a craft beer retailer with a tasting room. Mayor Hagerty noted that the primary function of Temperance and Sketchbook are brewers of beer. Dick Peach questioned the difference between World of Beer and Beer on Central. Mayor Hagerty pointed out that World of Beer does not sell packaged goods. Mayor Hagerty stated that the original concept presented by Beer on Central was that of a small packaged goods store with some tastings. Dick Peach noted that now it seems to want to expand from tastings into a bar. Peter O’Malley says it’s no more or less a bar than Temperance or Sketchbook. Mayor Hagerty asked how many customers Beer on Central typically has
at the bar. Peter O’Malley guessed 10-12 on weekdays and 20-24 people on weekends; at its busiest, 25-30 people. Mayor Hagerty said he needed more time to consider the request and the issue will get continued.

No action was taken. The Board recommended continuing the matter.

**Theo Ubique Cabaret Theatre, 721 Howard Street**

Lorraine Dostal requested amendments to the class U (Theatre) liquor license. Class U allows alcohol sales one hour prior to shows and during intermission in the lobby only. She explained that Theo Ubique is a cabaret dinner theater that plans to serve alcohol in the theater as part of dinner service and at a bar in the theater. Dinners will be provided by a catering service. All servers will be BASSET trained. Because the theater lacks a traditional lobby, she is requesting an amendment that eliminates the lobby requirement. She also requested an adjustment to hours of service, as alcohol will be served during the shows with dinner and not limited to before shows and during intermissions. In addition to its regular show season, the theater is interested in hosting auxiliary events such as movie sing along nights and special events as a way of earning money in between show productions. Lorraine Dostal explained that the theater does not intend to run a kitchen and would instead offer snacks during those auxiliary events. Alderman Rainey and board members expressed concern over alcohol service that did not accompany food and expressed that Theo Ubique needs to give additional thought to its business plan and food offerings with respect to the auxiliary events. It was agreed that the amendments to hours and location of service with respect to dinner theater service will get introduced to City Council and that Theo Ubique will need to rework its business plan with respect to food service during its auxiliary events.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

**ADJOURNMENT**

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 12:43 a.m. August 29, 2018.

Respectfully Submitted,

Theresa Whittington
Liquor Licensing Manager, Legal Department
Memorandum

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

From: Michelle L. Masoncup, Corporation Counsel
       Theresa Whittington, Liquor Licensing Manager & Legal Analyst

Subject: Ordinance 95-O-18, Increasing the Number of Class D Liquor Licenses for E-Country, LLC d/b/a Union Squared Evanston, 1307 Chicago Ave.; and Ordinance 96-O-18, Decreasing the Number of Class A Liquor Licenses for E-Country, LLC d/b/a Union Squared Evanston, 1307 Chicago Ave.

Date: August 16, 2018

Recommended Action:
Staff recommends City Council adoption of Ordinance 95-O-18, amending Evanston City Code Subsection 3-4-6-(D) to increase the number of authorized Class D liquor licenses from fifty (50) to fifty-one (51). Ordinance 96-O-18 amends Evanston City Code of 2012 Subsection 3-4-6-(A), as amended, to decrease the number of authorized Class A liquor licenses from one (1) to zero (0). Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 95-O-18 will permit E-Country, LLC d/b/a Union Squared Evanston, 1307 Chicago Ave. (“Company”) to retail sale of alcoholic liquor in restaurants only to persons of at least twenty-one (21) years of age for consumption on the licensed premise.

In December 2017 City Council granted company representative Heather Behm’s application and request to change Company’s liquor license from Class D to Class A. Company representative Steven Schwartz has subsequently decided to revert back to the original license class D.

Attachments:
Ordinance 95-O-18
Ordinance 96-O-18
95-O-18

AN ORDINANCE

Amending City Code Section 3-4-6-(D) to Increase the Number of Class D Liquor Licenses from Fifty to Fifty-One
(E-Country, LLC, d/b/a Union Squared Evanston, 1307 Chicago Ave)

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

SECTION 1: Class D of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

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<th>D</th>
<th>Restaurant</th>
<th>Liquor</th>
<th>None</th>
<th>$2,800</th>
<th>$2,800</th>
<th>50</th>
<th>51</th>
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11 a.m.—1 a.m. (Mon-Thurs); 11 a.m.–2 a.m. (Fri-Sat); 10 a.m.–1 a.m. (Sun)

SECTION 2: Subsection 3-4-6-(D) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class D liquor licenses from fifty (50) to fifty-one (51) to read as follows:

(D) CLASS D licenses, which shall authorize the retail sale in restaurants only of alcoholic liquor for consumption on the premises where sold. No such license may be granted to or retained by an establishment in which the facilities for food preparation and service are not primarily those of a "restaurant", as defined in 3-4-1 of this Chapter. Alcoholic liquor may be sold in restaurants holding Class D licenses only during the period when their patrons are offered a complete meal. Each Class D license shall be issued subject to the following conditions:

1. The sale of alcoholic liquor shall be limited to the hours of 11:00 a.m. until 1:00 a.m. Monday through Thursday; 11:00 a.m. until 2:00 a.m. Friday through Saturday; 10:00 a.m. until 1:00 a.m. on Sunday.

The applicant for the renewal only of such licenses may elect to pay the amount required herein semiannually or annually. Such election shall be made at the time of application.
The annual single-payment fee for initial issuance or renewal of such license shall be two thousand eight hundred dollars ($2,800.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be two thousand nine hundred forty dollars ($2,940.00).

No more than fifty-one (51) such license(s) shall be in force at any one (1) time.

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

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018

Adopted: _________________, 2018

Approved: ____________________________, 2018

Stephen H. Hagerty, Mayor

Attest:                    Approved as to form:

Devon Reid, City Clerk    Michelle L. Masoncup, Corporation Counsel
AN ORDINANCE

Amending City Code Section 3-4-6-(A) to Decrease the Number of Class A Liquor Licenses from One to Zero
(E-Country, LLC, d/b/a Union Squared Evanston, 1307 Chicago Ave)

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

SECTION 1: Class A of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

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<tr>
<th></th>
<th>Restaurant/ Beer and Wine Shop</th>
<th>Liquor</th>
<th>Beer, Wine</th>
<th>$5,000</th>
<th>$5,000</th>
<th>0</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 2: Subsection 3-4-6-(A) of the Evanston City Code of 2012, as amended, is hereby further amended by decreasing the number of Class A liquor licenses from One(1) to Zero (1) to read as follows:

(A) CLASS A licenses, which shall authorize the retail sale of wine, refrigerated beer, and/or unrefrigerated beer, in original packages, for consumption off the premises that is incidental and complementary to the retail sale of pizzas, salads, fine cheeses, deli and gourmet food products, and related accessories. Each Class A license shall be issued subject to the following conditions:

1. Class A licenses shall authorize the retail sale only of wine, imported beer, and American craft beer, and of no other alcoholic liquors, for consumption off the premises.

2. Not more than twenty (20) percent of total gross square foot area of the licensed premises may be designated for the sale of wine, refrigerated beer,
and/or unrefrigerated beer. No tobacco product of any kind shall be sold or
offered for sale on the licensed premises.

3. Class A licensees must have at least one (1) BASSET-certified site Manager
on-premises at all times.

4. The sale of wine, and/or beer shall be limited to the hours of 10:00 a.m. until
9:00 p.m. Monday through Thursday; 10:00 a.m. until 10:00 p.m. Friday through
Saturday; 10:00 a.m. until 9:00 p.m. on Sunday.

The applicant for the renewal only of such licenses may elect to pay the amount herein
semiannually. Such election shall be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license shall be
five thousand dollars ($5,000.00).

The total fee required hereunder for renewal applicants electing to make semiannual
payments, payable according to the provisions of Section 3-4-7 of this Chapter, shall be
five thousand one hundred sixty dollars ($5,160.00).

No more than one (1) Zero (0) such licenses shall be in force at any one (1) time.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are
hereby repealed. This ordinance shall be in full force and effect from and after its
passage, approval, and publication in the manner provided by law.

SECTION 4: If any provision of this ordinance or application thereof to
any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity
shall not affect other provisions or applications of this ordinance that can be given effect
without the invalid application or provision, and each invalid provision or invalid
application of this ordinance is severable.

SECTION 5: The findings and recitals contained herein are declared to be
prima facie evidence of the law of the City and shall be received in evidence as
provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
For City Council meeting of September 17, 2018  
Ordinance 97-O-18: Increasing Class T Next of Kinship  
For Introduction & Action

Memorandum

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

From: Michelle L. Masoncup, Corporation Counsel  
      Theresa Whittington, Liquor Licensing Manager & Legal Analyst

Subject: Ordinance 97-O-18, Increasing the Number of Class T Liquor Licenses for  
         L3 Evanston, LLC, d/b/a Next of Kinship, 1603 Orrington Avenue.

Date: September 11, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 97-O-18,  
amending Evanston City Code Subsection 3-4-6-(T) to increase the number of Class T  
Liquor Licenses from four (4) to five (5) and permit issuance of a Class T license to L3  
Evanston, LLC, d/b/a Next of Kinship, 1603 Orrington Avenue. Staff recommends  
suspension of the rules for Introduction and Action at the September 17, 2018 City  
Council meeting.

Livability Benefit:  
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 97-0-18 will permit L3 Evanston, LLC, dba Next of Kinship, ("Company") to  
retail sale of alcoholic liquor only to invited persons of at least twenty-one (21) years of  
age for consumption at private and catered functions. Company representative Erica  
Zuniga submitted application materials.

Legislative History:
At the August 29, 2018 Liquor Control Review Board meeting, Company requested  
consideration of application for a Class T liquor license.

Attachments:
Ordinance 97-O-18  
Application  
Minutes of the August 29, 2018 Liquor Control Review Board meeting.
AN ORDINANCE

Amending City Code Section 346-(T) to Increase the Number of Class T Liquor Licenses from Four to Five
(L3 Evanston, LLC, dba Next of Kinship, 1603 Orrington Avenue)

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

SECTION 1: Class T of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>T</th>
<th>Catering</th>
<th>Liquor</th>
<th>None</th>
<th>$1,800</th>
<th>$1,800</th>
<th>4-5</th>
<th>None</th>
<th>10 a.m. — 1 a.m. (Mon-Fri); 10 a.m. — 2 a.m. (Sat-Sun)</th>
</tr>
</thead>
</table>

SECTION 2: Subsection 346-(T) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class T liquor licenses from four (4) to five (5) to read as follows:

(T) CLASS T licenses, which shall authorize the sale of alcoholic liquor for consumption on the premises where served, only to invited guests at private, catered functions. Such licenses shall be issued only to businesses defined as catering establishments under Title 6 of this Code and having a current Evanston business license. Catering establishments holding Class T licenses must have food service available when alcoholic liquor is being served. The service of alcoholic liquor shall be by employees of the licensed catering business. Class T licensees shall serve alcoholic liquor only to invited guests at catered functions. Such licenses shall be issued only for the premises owned, operated, or maintained by the licensed catering business or for the location in which the licensed catering business shall serve food and alcoholic liquor. The service of alcoholic liquor shall only take place from 10:00 a.m. to 1:00 a.m.; except, that service may be made up to 2:00 a.m. on Saturday and Sunday mornings. The sale of alcoholic liquor shall be deemed to occur at the address of the catering establishment.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.
The annual single payment fee for initial issuance or renewal of such license shall be one thousand eight hundred dollars ($1,800.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be one thousand eight hundred ninety dollars ($1,890.00).

No more than four (4) five (5) such license(s) shall be in force at any one (1) time.

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

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018

Adopted: _________________, 2018

Approved: _________________, 2018

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Reid, City Clerk

Michelle L. Maseoncup, Corporation Counsel

~2~
# City of Evanston Annual Liquor License Application

## City of Evanston

### Application for Liquor License

<table>
<thead>
<tr>
<th>Date:</th>
<th>08/1/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>New business</td>
<td>□</td>
</tr>
<tr>
<td>Change of Ownership/Corporation</td>
<td>□</td>
</tr>
<tr>
<td>Change of License Class</td>
<td>□</td>
</tr>
<tr>
<td>Liquor Class:</td>
<td>T</td>
</tr>
<tr>
<td>Initial license fee:</td>
<td>$1,800.00</td>
</tr>
</tbody>
</table>

### 1. APPLICANT

A. Corporation name:

**L3 Evanston, LLC**

B. Business name:

**NEXT OF KINSHIP**

C. Previous business name (if dba changed):

**LYFE KITCHEN**

D. Business address (city, state, zip code):

**1603 ORRINGTON AVENUE**

E. Business telephone:

F. Business website:

**WWW.LYFEKITCHEN.COM**

G. Business Email:

H. Illinois business tax number:

### 2. BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Address applying for liquor license (exact street address):

**1603 ORRINGTON AVENUE**

Evanston Zip code: 60201

B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):

**PLEASE SEE ATTACHED SITE PLAN, INCLUDING THE OUTDOOR PATIO SEATING AREA ON THE EXTERIOR PLAZA ARE LOCATED IMMEDIATELY ADJACENT TO THE PREMISE**

C. Is the business required to be located within the "Retail Package Store Area"?

- Yes □ No □

If yes, is it located within the "Retail Package Store Area"?

- Yes □ No □ N/A

### 3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION

A. Business type:

- □ Restaurant
- □ Hotel
- □ Package Store
- □ Grocery Store
- □ BrewPub
- □ Craft Distillery
- □ Craft Brewery
- □ Craft Winery
- □ Other (explain): CATERING

Describe the nature of the business / kind of business:

**EXISTING LOCATION ADDING CATERING**

<table>
<thead>
<tr>
<th>Liquor to be served and/or sold:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Alcoholic liquor</td>
</tr>
<tr>
<td>□ Beer &amp; Wine only</td>
</tr>
<tr>
<td>□ Beer Only</td>
</tr>
<tr>
<td>□ Wine only</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Days and times liquor is served:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Sunday to</td>
</tr>
<tr>
<td>□ Monday to</td>
</tr>
<tr>
<td>□ Tuesday to</td>
</tr>
<tr>
<td>□ Wednesday to</td>
</tr>
<tr>
<td>□ Thursday to</td>
</tr>
<tr>
<td>□ Friday to</td>
</tr>
<tr>
<td>□ Saturday to</td>
</tr>
</tbody>
</table>

**11:00AM-10:00PM DAILY**

<table>
<thead>
<tr>
<th>Liquor will served or sold by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Glass</td>
</tr>
<tr>
<td>□ Bottle</td>
</tr>
<tr>
<td>□ Can</td>
</tr>
<tr>
<td>□ Waitstaff and/or</td>
</tr>
<tr>
<td>□ Over the counter</td>
</tr>
</tbody>
</table>
### 4. BUSINESS SPECIFIC INFORMATION (for restaurants)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is “No,” skip this section and proceed to section 5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>How many tables are or will be in the restaurant? Approx. 134</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is there an existing or proposed menu? If your response is “no”, please create a proposed menu before applying. If your response is “Yes,” please attach the menu.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the restaurant currently hold or has applied for a City of Evanston food license?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is “Yes,” what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 5. BUSINESS SPECIFIC INFORMATION (for hotels)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is “No,” skip this section and proceed to section 6.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the hotel have at least 50 regular rooms for transients?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the hotel currently hold or has applied for a City of Evanston food license?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is “Yes,” what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 6. BUSINESS SPECIFIC INFORMATION (for package stores)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the applicant seek to sell liquor upon the premises of a package store?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is “No,” skip this section and proceed to section 7.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the package store premises located in the “retail package store area” as defined by the attached map?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has the applicant reviewed the Liquor Code definition of a “package store”?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is “No,” skip this section and proceed to section 8.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the grocery store premises consist of a grocery store and combination store under one roof?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximately how many square feet are provided?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the grocery store currently hold or has applied for a City of Evanston food license?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is “Yes,” what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8. BUSINESS SPECIFIC INFORMATION (BrewPub)

A. Does the applicant seek to sell and liquor upon the premises of a BrewPub? If your response is “No,” skip this section and proceed to section 9.

- [ ] yes  [x] no

B. Does the brewpub premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?

- [ ] yes  [ ] no

C. Does the brewpub provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?

- [ ] yes  [ ] no

D. How many tables are or will be in the brewpub? _____ What is the seating capacity? _____

E. Is there an existing or proposed menu? If your response is “no”, please create a proposed menu before applying. If your response is “Yes,” please attach the menu.

- [ ] yes  [ ] no

F. Does the brewpub currently hold or has applied for a City of Evanston food license?
   - If your response is “Yes,” what is the expected issue date? _____
   - If “No” provide date when you will apply: _____

9. BUSINESS SPECIFIC INFORMATION (Craft Distillery)

A. Does the applicant seek to sell and liquor upon the premises of a Craft Distillery? If your response is “No,” skip this section and proceed to section 10.

- [ ] yes  [x] no

B. Does the craft distiller possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain your license: _____

- [ ] yes  [ ] no

C. Does the craft distiller intend to have a tasting room?
   - If “Yes”, What is the seating capacity? _____

- [ ] yes  [ ] no

D. Has the applicant reviewed the Liquor Code definition and class description of a “craft distiller”?

- [ ] yes  [ ] no

10. BUSINESS SPECIFIC INFORMATION (Craft Brewery)

A. Does the applicant seek to sell and liquor upon the premises of a Craft Brewery? If your response is “No,” skip this section and proceed to section 11.

- [ ] yes  [x] no

B. Does the craft brewery possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain your license: _____

- [ ] yes  [ ] no

C. Does the craft brewery intend to have a tasting room?
   - If “Yes”, What is the seating capacity? _____

- [ ] yes  [ ] no

D. Does the craft brewery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.

- [ ] yes  [ ] no

E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.

- [ ] yes  [ ] no

F. Does the craft brewery currently hold or has applied for a City of Evanston food license?
   - If your response is “Yes,” what is the expected issue date? _____

- [ ] yes  [ ] no

G. Has the applicant reviewed the Liquor Code definition and class description of a “craft brewery”?

- [ ] yes  [ ] no
11. BUSINESS SPECIFIC INFORMATION (Craft Winery)

A. Does the applicant seek to sell and liquor upon the premises of a Craft Winery? If your response is “No,” skip this section and proceed to section 12. □ yes X no

B. Does the craft winery possess a valid craft distiller license from the State of Illinois? If "No", please provide date you intend to obtain you license: ______

C. Does the craft winery intend to have a tasting room? If “Yes”, What is the seating capacity? ______

D. Does the craft winery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.

□ yes □ no

E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.

□ yes □ no

F. Does the craft winery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? ______

□ yes □ no

G. Has the applicant reviewed the Liquor Code definition and class description of a “craft winery”? □ yes □ no

12. PREMISES OWNERSHIP INFORMATION

A. Does the corporation own the premises for which this liquor license is being sought? If your response is “Yes,” attach a copy of ownership and proceed to section 13. □ yes X no

B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought? □ yes □ no

C. What is the period covered by the lease? _____ to _____

D. What is the name of the Landlord? _____ LR 1603 Orrington, LLC c/o Lowe Enterprises Real Estate Group

E. What is the address of the Landlord? (please include city, state, and zip code.) _____ Denver Club Building, 518 17th Street, Suite 220, Denver, CO 80202

13. ELIGIBILITY QUESTIONS

A. Has the owner or any relative had a business or liquor license revoked? □ yes X no

B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston? □ yes □ no

C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business? □ yes □ no

D. Does the owner/official(s) owe any debt or unpaid tax to the City of Evanston? If yes, explain: ______

□ yes X no

E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below.

name _____________________________________________________________
address ___________________________________________________________
telephone ___________________________________________________________
relationship _________________________________________________________

WEBSTER POWELL, P.C. 320 W. OHIO STREET, SUITE 501, CHICAGO, IL 60654 3125878800 ATTORNEY
I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

L3 Evanston, LLC
BY: [Signature]

[Signature of Applicant]

Date: 8/4/18
City of Evanston Liquor License Application

City of Evanston
Liquor License Application

AFFIDAVIT

State of Illinòis )
County of Cook )

The undersigned hereby makes application for a Class liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

L3 Evanston, LLC
BY: _____________________________

Signature of Applicant

L3 Evanston, LLC
BY: _____________________________

Signature of Applicant

Subscribed and sworn to before me this 1st day of August, 2018.

Notary Public

[Seal]

OFFICIAL SEAL
ERICA ZUNIGA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Nov 16, 2019
CORPORATE INFORMATION FORM
(Supplement A)

Applicants must file business with Secretary of State:

Name of Corporation/Partnership: L3 Evanston, LLC

Corporate Address: 600 Central Avenue, Suite 138, Highland Park, IL 60035

Corporate Ph #: 847-266-0200 Corporate Email: FEIN: 

Business Status:

Date Corporation/Partnership was Organized:

State Articles of Incorporation/Organization filed: ILLINOIS

Date Articles of Incorporation/Organization filed with Secretary of State: 3/26/2013

Date Certification of Incorporation/Organization was issued by Secretary of State: 3/26/2013

Are there any amendments to Articles of Incorporation? (if yes, provide date filed) [X] Yes □ No

What are the total shares of stock created by this Corporation? N/A LIMITED LIABILITY COMPANY

H. List stockholders with 5% or more in holdings (corporations with a long list, attach copy of list):

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAREY COOPER</td>
<td>N/A</td>
</tr>
<tr>
<td>PATRICIA GAIL TAGGART</td>
<td>N/A</td>
</tr>
<tr>
<td>NATHAN COOPER</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors? [X] Yes □ No

Has the Corporation attached evidence of Good Standing with the State of Illinois? [X] Yes □ No

Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization? [X] Yes □ No

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date: N/A

What is the objective of Corporation? The transaction of any or all lawful purposes for which limited liability companies may be organized under the Act

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation? ON FILE [X] Yes □ No
1. Limited Liability Company Name: L3 EVANSTON LLC

2. Articles of Amendment effective on:
   - the file date
   - a later date (not to exceed 30 days after the file date)  

3. Articles of organization are amended as follows (check applicable item(s) below):
   - a) Admission of a new member (give name and address below)*
   - b) Admission of a new manager (give name and address below)*
   - c) Withdrawal of a member (give name below)*
   - d) Withdrawal of a manager (give name below)*
   - e) Change in address of the office at which the records required by Section 1-40 of the Act are kept (give new address, P.O. Box alone or C/O is unacceptable.)
   - f) Change of registered agent and/or registered agent's office (give new name and/or address below, Address change to P.O. box alone or C/O is unacceptable.)
   - g) Change in the Limited Liability Company's name (give new name below)
   - h) Change in date of dissolution or other events of dissolution enumerated in Item 6 of the Articles of Organization
   - i) Other (give information in space below)
   - j) Establish authority to issue series (see back filing fee $400)*

* Changes in members/managers may, but are not required to be reported in an amendment to the Articles of Organization.

Additional Information:
1) Change the management type for L3 Evanston LLC to manager managed.

   Manager: L3 Investment, LLC, 600 Central Street, Ste. 138, Highland Park, IL 60035

Printed by authority of the State of Illinois. May 2012 — 1 — LLC 11.14
LLC-5.25

4. The amendment was approved in accordance with Section 5-25 of the Illinois Limited Liability Company Act, and, if adopted by the managers, was approved by not less than the minimum number of managers necessary to approve the amendment, member action not being required; or, if adopted by the members, was approved by not less than the minimum number of members necessary to approve the amendment.

5. I affirm, under penalties of perjury, having authority to sign hereunto, that these Articles of Amendment are to the best of my knowledge and belief, true, correct and complete.

Dated: May 16, 2013

Signature: [Signature]

Name and Title: Carey Cooper, Manager of the Manager

12 Investment, LLC, Manager

* The following paragraph is adopted when Item 3) is checked:

The operating agreement provides for the establishment of one or more series. When the company has filed a Certificate of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the Illinois Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unless otherwise provided in the operating agreement, none of the debts, liabilities, obligations or expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.
ALAN B PATZIK
150 S WACKER DR STE 1500
CHICAGO, IL 60606-0000

RE L3 EVANSTON LLC

DEAR SIR OR MADAM:

APPLICATION FOR AMENDMENT HAS BEEN PLACED ON FILE, AND THE LIMITED LIABILITY COMPANY CREDITED WITH THE REQUIRED FILING FEE.

SINCERELY YOURS,

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY DIVISION
(217) 524-8008
Form LLC-5.25
May 2012
Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 651
Springfield, IL 62756
217-524-8000
www.cyberserve.illinois.com

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois
Limited Liability Company Act
Articles of Amendment

SUBMITTED IN DUPLICATE

This space for use by Secretary of State.

Filing Fee: $150
Approved:

FILE # 04293956
This space for use by Secretary of State.

FILED
MAY 16 2013
JESSE WHITE
SECRETARY OF STATE

1. Limited Liability Company Name: L3 EVANSTON LLC

2. Articles of Amendment effective on:
☑ the file date
☐ a later date (not to exceed 30 days after the file date) ____________________________ Month, Day, Year

3. Articles of organization are amended as follows (check applicable item(s) below):
☐ a) Admission of a new member (give name and address below)*
☐ b) Admission of a new manager (give name and address below)*
☐ c) Withdrawal of a member (give name below)*
☐ d) Withdrawal of a manager (give name below)*
☐ e) Change in address of the office at which the records required by Section 1-40 of the Act are kept (give new address, a P.O. Box alone is unacceptable.)
☐ f) Change of registered agent and/or registered agent’s office (give new name and/or address below, Address change to P.O. box alone is unacceptable.)
☐ g) Change in the Limited Liability Company’s name (give new name below)
☐ h) Change in date of dissolution or other events of dissolution enumerated in Item 6 of the Articles of Organization
☐ i) Other (give information in space below)
☐ j) Establish authority to issue series (see back filing fee $400)*

* Changes in members/managers may, but are not required to be reported in an amendment to the Articles of Organization.

Additional Information:
1) Change the management type for L3 Evanston LLC to manager managed.

Manager: L3 Investment, LLC, 600 Central Street, Ste. 138, Highland Park, IL 60035

New Name of LLC (as changed): ________________________________

(continued on back)

Printed by authority of the State of Illinois. May 2012 — 1 — LLC-11.14
4. The amendment was approved in accordance with Section 5-25 of the Illinois Limited Liability Company Act, and, if adopted by the managers, was approved by not less than the minimum number of managers necessary to approve the amendment, member action not being required; or, if adopted by the members, was approved by not less than the minimum number of members necessary to approve the amendment.

5. I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Amendment are to the best of my knowledge and belief, true, correct and complete.

[Signature]

Dated: May [Signature] 2013

[Signature]

[Signature] (Must comply with Section 5-45 of ILLCA.)

[Signature]

Name and Title (type or print)

L3 Investment, LLC, Manager

If the member or manager signing this document is a company or other entity, state name of Company and whether it is a member or manager of the LLC.

* The following paragraph is adopted when Item 3 is checked:

The operating agreement provides for the establishment of one or more series. When the company has filed a Certificate of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the Illinois Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unless otherwise provided in the operating agreement, none of the debts, liabilities, obligations or expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.
OFFICE OF THE SECRETARY OF STATE

MARCH 26, 2013

ALAN B. PATZIK
150 S. WACKER DR. STE 1500
CHICAGO, IL 60606-0000

RE: L3 EVANSTON LLC

DEAR SIR OR MADAM:

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF ORGANIZATION THAT CREATED YOUR LIMITED LIABILITY COMPANY. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

PLEASE NOTE! THE LIMITED LIABILITY COMPANY MUST FILE AN ANNUAL REPORT PRIOR TO THE FIRST DAY OF THIS ANNIVERSARY MONTH NEXT YEAR. FAILURE TO TIMELY FILE WILL RESULT IN A $300 PENALTY AND/OR DISSOLUTION/REVOCATION. A PRE-PRINTED ANNUAL REPORT WILL BE MAILED TO THE REGISTERED AGENT AT THE ADDRESS ON OUR RECORDS APPROXIMATELY 45 DAYS BEFORE THE DUE DATE.

FOR A LIMITED LIABILITY COMPANY THAT INTENDS TO PROVIDE CERTAIN PROFESSIONAL SERVICES FOR WHICH INDIVIDUALS ARE REQUIRED TO BE LICENSED, A CERTIFICATE OF REGISTRATION MUST BE OBTAINED FROM THE ILLINOIS DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION. IF THE LLC IS SO REGISTERED, THE CURRENT ADDRESS FROM WHICH THE PROFESSIONAL SERVICES ARE PROVIDED MUST ALSO BE ON RECORD WITH THIS OFFICE.

MANY OF OUR SERVICES ARE AVAILABLE AT OUR CONTINUOUSLY UPDATED WEBSITE. VISIT WWW.CYBERDRIVEILLINOIS.COM TO VIEW THE STATUS OF THIS COMPANY, PURCHASE A CERTIFICATE OF GOOD STANDING, OR EVEN FILE THE ANNUAL REPORT REFERRED TO IN THE EARLIER PARAGRAPH.

SINCERELY YOURS,

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY DIVISION
(217) 524-8008
1. Limited Liability Company Name: L3 EVANSTON LLC
   The LLC name must contain the words Limited Liability Company, L.L.C. or LLC and cannot contain the terms Corporation, Corp., Incorporated, Inc., Ltd., Co., Limited Partnership or LP.

2. Address of Principal Place of Business where records of the company will be kept: (P.O. Box alone or c/o is unacceptable.)
   600 CENTRAL STREET, SUITE 138
   HIGHLAND PARK, IL 60035

3. Articles of Organization effective on: (check one)
   ☐ the filing date
   ☐ a later date (not to exceed 60 days after the filing date):
   Month, Day, Year

4. Registered Agent’s Name and Registered Office Address:
   Registered Agent: ____________
   ____________________________
   ____________________________
   First Name Middle Initial Last Name
   __________________________________________
   Registered Office: 150 S. Wacker Drive, Suite 1500
   ____________________________
   ____________________________
   Number Street Suite #
   __________________________________________
   City ____________ ZIP Code

5. Purpose(s) for which the Limited Liability Company is organized:
The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act.
(LLCs organized to provide professional services must list the address(es) from which those services will be rendered if different from Item 2. If more space is needed, use additional sheets of this size.)

6. Latest date, if any, upon which the company is to dissolve:
   (Leave blank if duration is perpetual.)
   Month, Day, Year

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LLC-5.5

7. (Optional) Other provisions for the regulation of the internal affairs of the Company. (If more space is needed, attach additional sheets of this size.)

8. The Limited Liability Company (Check either a or b below.)
   a. □ is managed by the manager(s) (List names and addresses.)

   b. □ has management vested in the member(s) (List names and addresses.)

   Second Venture, LLC, 600 Central Street, Suite 138, Highland Park, IL 60035

9. Name and Address of Organizer(s):
   I affirm, under penalties of perjury, having authority to sign hereon, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

   Dated March 25, 2013

1. Donna Zieff
   Signature

   Donna Zieff
   Name (type of print)

   150 S. Wacker Drive, Suite 1500
   Number Street
   Chicago, City/Town
   State 60606
   ZIP Code

2. Signature

   Name (type of print)

   Number Street
   City/Town
   State 60606
   ZIP Code

   Signatures must be in black ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.
OPERATING AGREEMENT
OF
L3 EVANSTON LLC

This OPERATING AGREEMENT (this "Agreement") is made and entered into this 16th day of May, 2013 (the "Effective Date"), by and between L3 EVANSTON LLC, an Illinois limited liability company (the "Company"), and SECOND VENTURE, LLC, a Delaware limited liability company (the "Founding Member").

RECITALS:

WHEREAS, the Founding Member has formed the Company as an Illinois limited liability company for the purposes described in Section 2.5 of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and of other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
Definitions

1.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"Act" means the Illinois Limited Liability Company Act, as amended from time to time (805 ILCS 180/1-1 et seq. (1994)), or any corresponding provisions of succeeding law.

"Affiliate" means, with respect to any Person, (i) any other Person that directly or indirectly controls or holds the power to vote ten percent (10%) or more of the outstanding voting securities of such first Person; (ii) any other Person ten percent (10%) or more of whose voting securities are directly or indirectly owned, controlled or held with power to vote by such first Person; (iii) any other Person directly or indirectly controlling, controlled by, or under common control with such first Person; or (iv) any officer, director or partner of such first Person; and (v) if such other Person is an officer, director or partner, any business entity for which such other Person acts in any such capacity. For purposes of the foregoing, "control" means the power, direct or indirect, to direct or cause the direction of the management and policies of a Person or entity through voting securities, contract or otherwise.

"Assignee" means an assignee or transferee who receives one or more Units, or any separate rights thereunder, as a result of a Transfer pursuant to the terms of this Agreement or applicable law, but who is not admitted as a Member pursuant to the terms of this Agreement, or a Member who has withdrawn, dissociated or been expelled from the Company.

"Capital Contributions" means, with respect to any Member, the amount of money and the fair market value of any other property (net of liabilities assumed by the Company or to which such property is subject) contributed to, or services rendered to or on
behalf of, the Company with respect to the Unit(s) of Membership Interests held by such Member pursuant to the terms of this Agreement.

"Capital Event" means the sale, exchange or other disposition of all or substantially all of the assets of the Company, a merger, consolidation or reorganization, or a liquidation, dissolution or other event which terminates the existence of the Company.

"Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provisions of succeeding law.

"Fiscal Year" means, with respect to the Company, the calendar year.

"Manager" means each Person appointed or elected to serve as a Manager of the Company as provided herein.

"Member" means each Person executing this Agreement (or a joinder hereto) as a Member and any other Person subsequently admitted to the Company as a Member as provided in Section 10.1 below.

"Membership Interest" means a Member’s ownership interest in the Company (of whatsoever class) pursuant to this Agreement and within the meaning of the Act, including, without limitation, such Member’s interest in the Company’s capital, profits, losses, income, deductions, credits and other tax items and cash distributions, as applicable.

"Net Profits" and "Net Losses" mean the net book income or net book loss, as the case may be, of the Company.

"Percentage Interest" means, at any time, a fraction, the numerator of which is the number of Units held by the relevant Member(s) (or where expressly indicated, the relevant Assignee(s)) and the denominator of which is the total number of Units held by all of the Members (and where expressly indicated, all of the Assignees). In the event of any changes in the Percentage Interest of any Member (or Assignee, as applicable) during the Fiscal Year, the Manager shall have the right to select any method of determining the varying Percentage Interests of the Members (and Assignees) during the Fiscal Year which satisfies Code Section 706(d) and the Treasury Regulations promulgated thereunder.

"Person" means any individual, corporation, partnership, limited liability company, trust, estate, unincorporated organization, association or other entity.

"Transfer" means, when used as a noun, any sale, hypothecation, pledge, assignment, gift, or other transfer, be it voluntary or involuntary, to any person, inter vivos, testamentary, by operation of laws of devise and descent or other laws, and, when used as a verb, to sell, hypothecate, pledge, assign, gift, or otherwise transfer to any person, be it voluntarily or involuntarily, inter vivos, testamentary, by operation of the laws of devise or descent or any other laws.
“Treasury Regulations” means the income tax regulations, including temporary regulations, promulgated under the Code, as amended, and any corresponding provisions of succeeding regulations.

“Unit” means a Member’s Membership Interest (or any separate rights thereunder), and where expressly indicated, an Assignee’s economic interest (or any separate rights thereunder), in the Company’s capital, profits, losses, tax items and cash distributions and all rights, duties, liabilities and obligations in connection therewith, expressed as a unit.

1.2 Terms Defined Elsewhere Herein. Capitalized words and phrases used in this Agreement and not otherwise defined in this Article shall have the meanings ascribed to them elsewhere in this Agreement.

ARTICLE II
Formation of Company

2.1 Statutory Authority. The Founding Member has caused the Company to be formed under and pursuant to the provisions of the Act. The rights and obligations of the Company and the Members shall, except as otherwise provided herein, be governed by the Act.

2.2 Waiver of Conflict of Interest. In connection with the preparation of this Agreement, each of the parties acknowledges and agrees that (a) PFS has acted as legal counsel to the Company in the preparation of this Agreement, (b) the parties have been advised by PFS that their respective interests may be opposed to one another, and (c) they have each been advised to retain separate legal counsel. Notwithstanding the foregoing, the parties desire that PFS represent the Company, have retained separate counsel or have knowingly waived their right to do so and jointly and severally forever waive any claim that representation of the Company by PFS constitutes a conflict of interest which has or may result in any of them suffering damages, losses or other injuries from the transactions contemplated by this Agreement.

2.3 Filings. The Founding Member has caused Articles of Organization (the “Articles”) conforming to the requirements of the Act to be executed and filed in the Office of the Secretary of State of the State of Illinois (the “Office of the Secretary of State”), and the Manager shall make such other filings and recordings and do such other acts and things conforming thereto as shall constitute compliance with all requirements for the formation of a limited liability company under the Act and the laws of such other states in which the Company elects to do business.

2.4 Name. The name of the Company shall be the name set forth in the heading of this Agreement. The affairs of the Company shall be conducted under the Company name or such other name as the Manager may, in its discretion, select in accordance with the Act. The Company shall have the exclusive ownership of and right to use the Company name (and any name under which the Company shall elect to conduct its affairs) as long as the Company continues.
2.5 **Purpose.** The purpose of the Company shall be to engage in any one or more enterprises, ventures, undertakings and businesses permitted under the Act. The Company shall have the power to do all acts and things necessary or useful in connection with the foregoing.

**ARTICLE III**
**Offices, Records and Agents**

3.1 **Principal Office of the Company.** The principal office of the Company shall be located at such place within or outside the State of Illinois as the Manager may from time to time designate. The Company may have subsidiary offices in such other place or places as may be selected from time to time by the Manager.

3.2 **Registered Office and Registered Agent.** The Manager shall select and designate a registered agent and registered office for the Company in each state in which the Company is required to maintain or appoint a registered agent. The Manager may from time to time in accordance with the Act change the Company’s registered agent and/or registered office.

3.3 **Records to be Maintained.** The Manager shall at all times keep at the Company’s principal office such information and records as are required by Section 1-40 of the Act, which such information and records shall be subject to inspection and/or copying at the request and at the expense of any Member or legal representative of a Member during ordinary business hours.

**ARTICLE IV**
**Term of Existence and Termination of the Company**

4.1 **Term of Existence of the Company.** The term of existence of the Company shall commence upon the filing of the Articles with the Office of the Secretary of State and shall, subject to Section 4.2, continue until terminated as hereinafter provided.

4.2 **Termination.** The Company shall be dissolved and its business and affairs wound up at the discretion of the Manager, with the consent of the Founding Member, or otherwise only upon the occurrence of any one of the following events:

(a) The entry of a judicial decree, as provided in Section 35-1(4) (except for Subsection (D) thereof) of the Act.

(b) The administrative dissolution of the Company under Section 35-25 of the Act, unless the Company is reinstated promptly following receipt by the Manager of notice of such administrative dissolution.

(c) An event that makes it unlawful for all or substantially all of the business of the Company to be continued, as provided in Section 35-1(3) of the Act, unless such illegality is cured within ninety (90) days after notice to the Company of such event.

**ARTICLE V**
**Contributions to Capital**
5.1 **Capital Contributions.** (a) Each Member’s Capital Contribution in respect of such Member’s Units shall be set forth opposite such Person’s name on Exhibit A hereto, as amended from time to time.

(b) No Member shall be required to make additional Capital Contributions to the Company.

5.2 **Units of Membership Interests.** The Members, in exchange for their respective Capital Contributions to the Company, shall receive the respective Units set forth opposite their names on Exhibit A hereto, as amended from time to time. Each Unit shall entitle the holder thereof to an interest in the Company’s capital, profits, losses, tax items and cash distributions and all rights, duties, liabilities and obligations in connection therewith, as provided in this Agreement. Each Unit shall entitle the holder thereof (provided that such holder is a Member of the Company) to a single vote with respect to each matter on which such Member is entitled to vote as provided in this Agreement.

**ARTICLE VI**
**Allocations and Distributions**

6.1 **Books of Account.** (a) At all times during the continuance of the Company, the Manager shall cause proper and true books of account wherein there shall be entered particulars of all monies, goods or effects belonging to or owing to or by the Company, or paid, received, sold or purchased in the course of the Company’s business, and all of such other transactions, matters and things relating to the business of the Company as are usually entered in books of account kept by persons engaged in a business of like kind and character.

(b) Promptly after the close of each Fiscal Year, the Company shall cause to be prepared such income tax and other returns required under applicable law and regulation, if any, including any and all statements necessary to advise all Members promptly about their investment in the Company for federal income tax reporting purposes. The Manager shall be responsible for the prompt filing and delivery of all such returns and statements.

6.2 **Capital Accounts.** As part of the Company’s books of account, an individual “Capital Account” shall be maintained for each Member at all times in accordance with Treasury Regulations Section 1.704-1(b); provided, however, that for so long as the Founding Member is the sole Member of the Company, the Company shall be classified as a “disregarded entity” for federal income tax purposes.

6.3 **Percentage Interests.** The Percentage Interest of each Member is set forth opposite such Member’s name on Exhibit A hereto. As long as the Founding Member is the sole Member of the Company, the Founding Member’s Percentage Interest shall be one hundred percent (100%).

6.4 **Profit and Loss Allocations.** The Net Profit or Net Loss of the Company, determined on an annual basis in accordance with the Company’s accounting method
consistently applied, shall be allocated to the Members and Assignees in proportion to their Percentage Interests. As long as the Founding Member is the sole Member of the Company, all profits and losses of the Company shall be allocated to the Founding Member.

6.5 **Tax Allocations.** Except as otherwise required by the Code or the Treasury Regulations promulgated thereunder, income, gain, loss, deduction, credit and other items, as computed for Federal income tax purposes, shall be allocated among the Members and Assignees in the same manner as the corresponding book items are allocated pursuant to Section 6.4. As long as the Founding Member is the sole Member of the Company, tax allocations shall be consistent with the Company’s classification as a “disregarded entity” for federal income tax purposes.

6.6 **Distributions of Cash Flow.** (a) Cash flow of the Company for each Fiscal Year, to the extent determined to be distributable by the Manager, shall be distributed at such times and in such amounts as the Manager shall determine in its sole and absolute discretion, to the Members and Assignees in proportion to their Percentage Interests. The Manager shall not be required to distribute the cash flow of the Company.

(b) Notwithstanding subsection (a), above, if the Company has creditors, no distribution may be made if prohibited by Section 25-30 of the Act or other applicable law.

**ARTICLE VII**
**Management of Company:**
**Rights, Duties, Liabilities and Restrictions of Manager**

7.1 **The Manager.** The business and affairs of the Company shall be managed by exclusively by or under the direction of a single Manager. The initial Manager of the Company shall be L3 Investment, LLC. The initial Manager (and each successor Manager thereafter) shall serve as Manager of the Company until such Manager’s death, incapacity, dissolution (in the case of a Manager that is not an individual), resignation or removal by the Founding Member (for any reason or no reason at all). At such time as a Manager's position becomes vacant, such vacancy shall be filled by appointment by the Founding Member. The resignation or removal of the Manager shall not affect its rights as a Member, if any.

7.2 **General Management.** (a) The Company shall be “manager-managed” within the meaning of the Act and, except as otherwise provided in this Agreement, the management and control of the business affairs of the Company shall be made solely by the Manager. At any time there is more than one Manager of the Company, then except as the context otherwise requires, the term “Manager” as used herein shall mean all of the Managers and the approval, consent or vote of a majority of the Managers on a per capita basis (i.e., one vote per Manager) shall govern with respect to matters permitting or requiring the approval, consent or vote of the Manager hereunder.

(b) No creditor, vendor or other Person dealing with the Company shall be required to investigate the authority of the Manager (or any Manager) or secure the approval or confirmation of any Member as to any act of the Manager (or any Manager) in connection with
the conduct of the Company’s business. Any Person dealing with the Company may rely upon a certificate signed by any Manager as to: (i) the identity of the Managers or Members; (ii) the existence or non-existence of any fact which constitutes a condition precedent to acts by any Manager or which are in any other manner germane to the affairs of the Company; (iii) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (iv) any act or failure to act by the Company or any other matter whatsoever involving the Company.

7.3 Authority of Manager. Subject to such limitations as may be imposed by this Agreement or by operation of law, the Manager is authorized to carry out and implement any and all of the purposes of the Company. Without limiting the generality of the foregoing, the Manager shall have the power to open, maintain, and close bank accounts and to draw checks and other orders for the payment of money; to pay any and all organization, capital, and operating costs and expenses, and management fees of the Company; to authorize or approve all actions with respect to distributions by the Company; to sell, exchange, lease, convey, mortgage, pledge, hypothecate or otherwise deal in or with any and all property of the Company; to borrow funds to finance the conduct of Company activities, and in connection with such borrowing, to retain, hypothecate, mortgage, pledge or use so much of the revenues and other property (whether real or personal) of the Company as, in the judgment of the Manager, is necessary to satisfy the anticipated present and future obligations of the Company attributable to those activities; to repay, in whole or in part, refinance, recast, increase, modify or extend any mortgage or other secured indebtedness, and in connection therewith, to execute for and on behalf of the Company any extensions, renewals or modifications of mortgages or security agreements in lieu of existing mortgages or security agreements and to execute any and all other evidence or evidences of indebtedness; to invest and reinvest any funds or assets of the Company in such other property, whether real or personal, incident to, or necessary for the operations of the Company; to vote on behalf of the Company by proxy, consent or otherwise, securities owned by the Company; to commence, defend, settle or compromise any litigation that pertains to the Company or the Company’s assets; to cause the Company to engage in a Capital Event; to make, or not make, in their sole discretion, any tax elections available to the Company (including, without limitation, an election under Code Section 754).

7.4 Related Party Transactions. No contract or transaction between the Company and a Manager (or an Affiliate of a Manager), or between the Company and any other Person in which a Manager has a financial interest, shall be void or voidable solely for such reason, if such contract or transaction is commercially reasonable as to the Company at the time of the contract or transaction.

7.5 Duties and Obligations; Standard of Conduct. (a) The Manager shall devote to the Company such time as may be reasonably necessary for the performance of such Manager’s duties and responsibilities hereunder. The Manager may engage in business ventures of any nature and description independently or with others, including, but not limited to, business of the character described in Section 2.5 above, and neither the Company nor any of the Members shall have any rights in or to such independent ventures or the income or profits derived therefrom.
(b) The Manager, in managing the business and affairs of the Company, will discharge its duties consistent with (i) the duty of loyalty and duty of care set forth in Sections 15-3(b) and (e) of the Act, subject to the limitations of this Agreement permitted pursuant to Section 15-5(b)(6) of the Act, and (ii) the obligation of good faith and fair dealing under Illinois law, subject to the standards set forth in this Agreement permitted pursuant to Section 15-5(b)(7) of the Act.

(c) Notwithstanding the preceding subsection (b), the Manager (i) does not violate a duty or obligation under this Agreement because his or her conduct furthers his or her appointing Member's interest and (ii) without limiting the preceding subsection (i), has no duty or obligation to consider any interest of or affecting the Company, any Member or any other Person.

(d) In discharging his or her duties and responsibilities, the Manager shall be fully protected in relying in good faith upon the records maintained by the Company in accordance with this Agreement, and upon such information, opinions, reports or statements by officers, employees or agents, or by any other Person, as to matters such Manager reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value of the assets, liabilities, profits or losses of the Company.

7.6 Reimbursement; Compensation. The Company shall reimburse the Manager for any costs that may be properly expended on behalf of the Company. The Company shall pay compensation for accounting, administrative, legal, technical and management services rendered to the Company. All of the aforesaid expenditures shall be made on behalf of the Company and the Manager shall be entitled to reimbursement by the Company for any expenditures incurred on behalf of the Company which is made other than out of future of the Company. The Manager shall be entitled to reasonable compensation for services rendered to the Company as may be determined by the Company from time to time.

7.7 Liability of Managers. To the fullest extent permitted by applicable law, a Manager (which for purposes of this Section shall include its Affiliates) shall not be liable to the Company or any Member for (a) any action taken, or failure to act, as Manager, or on behalf of the Manager, with respect to the Company, unless such action (or failure to act) was taken in bad faith and not in a manner reasonably believed to be in the best interests of the Company or was the result of the Manager's or such other Person's gross negligence or reckless or willful misconduct, (b) any action or inaction arising from reliance in good faith upon the opinion or advice as to legal matters of legal counsel or as to accounting matters of accountants selected by any of them with reasonable care or (c) the action or inaction of any agent, contractor or consultant selected and monitored by any of them with reasonable care.

7.8 Indemnification. (a) The Company shall indemnify every Person who was or is a party or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the Company), whether civil, criminal, administrative or investigative, by reason of the fact that the Person is or was a Manager (which for purposes of this Section shall include the Manager's shareholders, members,
partners, directors, managers, officers, employees, agents and affiliates), officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, manager, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Person in connection with the action, suit or proceeding, if the Person acted in good faith and in a manner the Person reasonably believed to be in, or not opposed to, the best interests of the Company or, with respect to any criminal action or proceeding, had no reasonable cause to believe the Person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the Person did not act in good faith and in a manner that the person reasonably believed to be in, or not opposed to, the best interests of the Company or, with respect to any criminal action or proceeding, that the Person had reasonable cause to believe that the Person's conduct was unlawful.

(b) The Company shall indemnify every Person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit, by or in the right of the Company to procure a judgment in its favor by reason of the fact that the Person is or was a Manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, manager, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by the Person in connection with the defense or settlement of the action or suit, if the Person acted in good faith and in a manner the Person reasonably believed to be in, or not opposed to, the best interests of the Company, provided that no indemnification shall be made in respect of any claim, issue or matter as to which the Person shall have been adjudged to be liable for gross negligence or reckless or willful misconduct in the performance of the Person's duty to the Company, unless, and only to the extent that, the court in which the action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, the Person is fairly and reasonably entitled to indemnity for those expenses as the court shall deem proper.

(c) Any indemnification under subsections (a) and (b) above (unless ordered by a court), shall be made by the Company only as authorized in the specific case, upon a determination that indemnification of the Person is proper in the circumstances because the Person has met the applicable standard of conduct set forth in either subsection (a) or (b) above. The determination shall be made by (i) the unanimous vote of the Managers; (ii) independent legal counsel in a written opinion or (iii) by the unanimous vote of all of the Members.

(d) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Company in advance of the final disposition of the action, suit or proceeding, as authorized by the Managers or Members in the specific case, as provided in subsection (c) above, upon receipt of an undertaking by or on behalf of the Person to repay that amount, unless it shall ultimately be determined that the Person is entitled to be indemnified by the Company as authorized in this Section.
(e) The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles, or any agreement, vote of Members, or otherwise, both as to action in the Person's official capacity and as to action in another capacity while holding office, and shall continue as to a Person who has ceased to hold a position subject to indemnification under this Section and shall inure to the benefit of the heirs, executors and administrators of such Person.

(f) The Company may purchase and maintain insurance on behalf of any Person who may be entitled to indemnification pursuant to this Section.

(g) For purposes of this Section, references to "other enterprises" shall include employee benefit plans; references to "finances" shall include any excise taxes assessed on a Person with respect to an employee benefit plan; and references to "serving at the request of the Company" shall include any service as a Manager, officer, employee or agent of the Company that imposes duties on, or involves services by such Person with respect to an employee benefit plan, its participants or beneficiaries. A Person who acted in good faith and in a manner the Person reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Section.

7.9 Bank Accounts. All funds of the Company shall be deposited in the Company name in such bank account or accounts as shall be designated by the Manager from time to time. All withdrawals therefrom shall be made upon the signature of such person or persons as the Manager may designate.

7.10 Officers and Employees. (a) The Manager, in its discretion, may from time to time employ and retain Persons as may be necessary or appropriate for the conduct of the Company's business, including employees, agents and other Persons (any of whom may be a Member). The Manager may delegate to any one or more such Persons any of the authorities, discretions and powers herein conferred upon the Manager, subject to revocation at any time; provided, however, that any such delegation shall not relieve the Manager of its liabilities and obligations under this Agreement. The salaries or other compensation, if any, of the officers, employees, agents and other Persons employed by the Company shall be fixed from time to time by the Manager.

(b) Managers, employees, agents and other individuals employed by the Company may be designated as officers of the Company as and to the extent authorized by the Manager. The officers, in the performance of their duties as such, shall owe to the Company duties of loyalty and due care of the type owed by the officers of a corporation to such corporation and its stockholders under the laws of the State of Illinois. Any number of offices may be held by the same individual. The Manager, in its discretion, may choose not to fill any office for any period as it may deem advisable. Officers need not be residents of the State of Illinois or Members. Each officer shall hold office until such officer's successor shall be duly designated and shall qualify or until such officer's death or disability or until such officer shall resign or shall have been removed in the manner hereinafter provided. Any officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified.
therein, or if no time is specified, at the time of its receipt by the Company. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. The Manager may remove any officer for any reason (or no reason) at any time, with or without cause. Designation of an officer shall not of itself create any contractual employment rights.

ARTICLE VIII
Rights and Obligations of Members

8.1 No Control by Members. Except for the Manager, the Members shall take no part in the control or management of the affairs of the Company, nor shall a Member have any authority to act for or on behalf of the Company or to sign for or bind the Company. Except as otherwise provided herein, any matter permitting or requiring the vote or consent of the Members shall be determined by unanimous agreement of the Members.

8.2 Actions by the Members. Any approval, consent or vote permitted or required of the Members may be given without a meeting pursuant to a written consent, setting forth the action so taken, signed by the Members having not less than the minimum Percentage Interest that would be necessary to authorize or take such action at a meeting at which all of the Members entitled to vote thereon were present and voting. In any circumstances requiring the approval, consent or vote of the Members, such approval, consent or vote shall, except as expressly provided to the contrary in this Agreement, be given or withheld in the sole and absolute discretion of the appropriate Members and conveyed in writing to the Manager not later than thirty (30) calendar days after it is requested by the Manager. The Manager may require response within a shorter time, but not less than ten (10) business days. Failure to respond in any such time period shall constitute a vote which is consistent with the Manager’s recommendation with respect to the matter. If the Manager receives the necessary approval, consent or vote of the appropriate Members to such action, the Manager shall be authorized and empowered to implement such action without further authorization by the Members.

8.3 Liability. Except as expressly provided in this Agreement, by the Act or by other applicable law, no Member of the Company is liable for any debts, liabilities or obligations of the Company or the other Members, whether arising in tort, contract or otherwise, solely by reason of being a Member of the Company, beyond the amount of such Member’s Capital Contribution.

ARTICLE IX
Transfer of Interests

9.1 Transfers by Members. (a) No Member shall Transfer his, her or its interest in the Company without the prior written consent of the Manager, in its sole and absolute discretion. Upon the death, retirement, resignation, expulsion, bankruptcy, court declaration of incompetency with respect to, dissolution or liquidation of a Member, the successor or legal representative of the Member who died, became incapacitated, bankrupt, dissolved or liquidated shall not be entitled to become or exercise any rights of a Member, but shall, to the extent of the interest acquired, be entitled only to the predecessor Member’s rights, if any, in the capital,
profits and losses and distributions of the Company.

(b) Notwithstanding anything contained in this Agreement to the contrary, in no event shall the Transfer of any of a Member’s Units in the Company be permitted if such Transfer would (i) violate any law or governmental rule or regulation of any federal, state or local government applicable to such Transfer, (ii) cause any Member to be subject to personal liability under the laws of any applicable jurisdiction, (iii) result in a termination of the Company for federal income tax purposes, (iv) change the tax status of the Company as a partnership, corporation or disregarded entity, as the case may be, for federal income tax purposes, (v) result in the Company not qualifying for an exemption from the registration requirements of any applicable federal or state securities laws, (vi) result in any violation of any applicable federal or state securities laws, (vii) result in a default under or the acceleration of any indebtedness of, or secured by assets of, the Company, (viii) result in the Company having to register as an investment company under the Investment Company Act of 1940, as amended, or (ix) require the Company, any Manager or any Affiliate of either to register as an investment advisor under the Investment Advisers Act of 1940, as amended.

9.2 General Transfer Provisions. The following provisions shall apply to a Member’s Transfer of Company Units:

(a) In the case of a Transfer of any of a Member’s Units permitted pursuant to this Agreement, such Transfer shall not be given effect unless and until (i) the Transfer is made in writing, in form and substance acceptable to the Manager, signed by the Member and accepted in writing by the transferee, and a duplicate original of such document is delivered to the Company, (ii) the transferee executes and delivers to the Company a written agreement, in form and substance acceptable to the Manager, pursuant to which said transferee agrees to be bound by and confirms the covenants, representations, warranties and power of attorney contained in this Agreement and (iii) if necessary or appropriate, an amendment to this Agreement, in form and substance acceptable to the Manager, is executed and delivered to the Company. The foregoing to the contrary notwithstanding, the Company shall be entitled to treat any such prospective transferee as the absolute owner of the Units in all respects and shall incur no liability for distributions made in good faith to such transferee prior to such time as the documents specified in the preceding subsections (i) through (iii) have been delivered to and accepted by the Company. The costs (including reasonable attorneys’ fees) incurred by the Company in processing any Transfer of any of a Member’s Units permitted pursuant to this Agreement shall be borne by the transferee, and shall be payable prior to and as a condition of such Transfer.

(b) In the case of a Transfer of any of a Member’s Units permitted pursuant to this Agreement, the transferee shall be subject to and bound by all terms, conditions and obligations of this Agreement to which such Member was subject or bound, without regard to whether such transferee has executed a counterpart hereof or any other document contemplated hereby.

(c) Unless admitted as a Member to the Company pursuant to the provisions of Section 10.1 below, the transferee of any of a Member’s Units in the Company shall not be
entitled to become or exercise any rights of a Member, but shall, to the extent of the Membership Interest acquired, be entitled only to the predecessor Member’s rights, if any, in the capital, profits, losses and distributions of the Company. Any Person who acquires, in any manner whatsoever, any Membership Interest of a Manager shall not be a Manager by reason thereof.

**ARTICLE X**

**Admission of Additional Members; Resignations and Withdrawals**

10.1 Admission of Additional Members. The Manager, with the consent of the Founding Member, may admit one or more additional Members (including, without limitation, an Assignee or transferee of a Unit in the Company pursuant to Article IX above). Additional Members shall be entitled to all of the rights and privileges of the original Members hereunder and shall be subject to all of the obligations and restrictions hereunder, and in all other respects their admission shall be subject to all of the terms and provisions hereof.

10.2 Withdrawal of a Member. No Member or Assignee shall be entitled to withdraw from the Company at any time except with the consent of the Manager. For the avoidance of doubt, upon the dissociation or withdrawal of a Member, the Company shall not have any obligation to purchase, redeem or liquidate such Member’s Membership Interest. This Section expressly overrides the contrary provisions of Sections 35-55(a) and 35-60 of the Act.

**ARTICLE XI**

**Winding Up**

11.1 Liquidation Procedures. Upon termination of the Company pursuant to Article IV, the affairs of the Company shall be wound up and the Company shall be dissolved. As part of the winding up of the Company, a proper accounting shall be made of the profit or loss of the Company from the date of the last previous accounting to the date of termination, and the Capital Account of each Member shall be appropriately adjusted.

11.2 Distribution on Winding Up. In the event of the winding up of the Company for any reason, the proceeds of liquidation shall be applied in the following rank and order:

(a) First, to the creditors of the Company, including Members who are creditors, in satisfaction of liabilities of the Company, other than liabilities for distributions under Section 6.6, all in the order of priority and to the extent provided by law.

(b) Second, to the Members in satisfaction of liabilities of the Company for distributions due and owing under Section 6.6.

(c) Thereafter, to the Members in accordance with their positive Capital Accounts.

11.3 Distributions In Kind. In the event the Liquidating Trustee determines that it is necessary or desirable to make a distribution of Company property in kind, such property shall be transferred and conveyed to the distributees as tenants in common so as to vest in them
undivided interests in the whole of such property in proportion to their respective rights to share in the proceeds of the sale of such property in accordance with the provisions of Section 11.2. All such Company property shall be valued at fair market value as determined by the Manager, and shall be subject to such reasonable conditions and restrictions as are necessary or advisable in order to preserve the value of the assets distributed or for legal reasons.

11.4 Partition. No Member shall have the right to partition any property of the Company during the term of this Agreement, nor shall any Member make application to any court of authority having jurisdiction in the matter or commence or prosecute any action or proceeding for such partition and the sale thereof, and upon any breach of the provisions of this Section by any Member, the other Members, in addition to all of the rights and remedies in law and in equity that they may have, shall be entitled to a decree or order restraining and enjoining such application, action or proceeding.

ARTICLE XII
Amendments

12.1 Amendments. The Founding Member may amend this Agreement at any time.

ARTICLE XIII
General Provisions

13.1 Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given and received (a) when personally delivered, sent by facsimile with a confirmation of transmission, or sent by email with confirmation of transmission, (b) one day after being sent by a nationally recognized overnight courier with guaranteed next day delivery or (c) three (3) business days following mailing from within the United States by first class United States mail, postage prepaid, certified mail return receipt requested, to the following addresses:

(a) If to the Company: The address of the Company’s principal office or record with the Office of the Secretary of State.
   Attn: Manager
   With a copy to: Patzik, Frank & Samotny Ltd.
   150 South Wacker Drive
   Suite 1500
   Chicago, Illinois 60606
   Attn: Alan B. Patzik, Esq.

(b) If to a Member: The latest address for such Member in the books and records of the Company.

or to such other address as any party hereto may request by notice given to the other parties hereto in accordance with this section.
13.2 **Successors.** This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of all Members and their legal representatives, heirs, successors and permitted assigns, except as expressly herein otherwise provided.

13.3 **Governing Law.** This Agreement shall be construed in conformity with the laws of the State of Illinois, without regard to conflict of law provisions. The parties hereto agree that any dispute or controversy between them concerning the Company or this Agreement shall be litigated either in the United States District Court for the Northern District of Illinois or in the Circuit Court of Cook County, Illinois. In any such proceeding, the parties hereto shall be deemed to have waived its right to a trial by jury.

13.4 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

13.5 **Pronouns and Headings.** As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof wherever the context and facts require such construction. The headings, titles and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

13.6 **Members Not Agents.** Nothing contained herein shall be construed to constitute any Member the agent of another Member, except as specifically provided herein, or in any manner to limit the Members in the carrying on of their own respective businesses or activities.

13.7 **Rights of Creditors or Third Parties Under the Agreement.** This Agreement is entered into by and between the Manager and Members for the exclusive benefit of the Company and its Manager and Members, and is expressly not intended for the benefit of any other Person, including any Assignee or any creditor of the Company, its managers or members. Except and only to the extent provided by applicable law, no such Assignee, creditor or other third party shall have any rights under this Agreement or any agreement between the Company and the Manager or any Member with respect to any Capital Contributions, distributional interest (within the meaning of the Act), or otherwise.

13.8 **Entire Understanding.** This Agreement constitutes the entire understanding among the Members and supersedes any prior understanding and/or written or oral agreements among them with respect to the Company.

13.9 **Severability.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid by such court, shall not be affected thereby.

13.10 **Further Assurances.** Each of the Members shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.
Recognizing that each Member may find it necessary from time to time to establish to third parties, such as accountants, banks, mortgagees or the like, the then current status of performance hereunder, each Member agrees, upon the written request of the Manager, from time to time, to furnish promptly a written statement of the status of any matter pertaining to this Agreement or the Company to the best of the knowledge and belief of the Member making such statements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

COMPANY:

L3 EVANSTON LLC

By: L3 INVESTMENT, LLC, its Manager

By: Carey Cooper, its Manager

MEMBER:

SECOND VENTURE, LLC

By: L3 INVESTMENT, LLC, its Manager

By: Carey Cooper, its Manager

MANAGER:

L3 INVESTMENT, LLC, its Manager

Carey Cooper, its Manager
## EXHIBIT A

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CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Mastrow Insurance Services, Inc.
335 N. Clark St 11th Fl
Chicago, IL 60654

**INSURED**
L3 Evanston, LLC dba Next of Kinship
600 Central Ave
Suite 138
Highland Park, IL 60035

**COVERAGES**

| INSURER A: Ohio Security Insurance Company | NAIC # 24082 |
| INSURER B: ACE Property & Casualty Insurance Company | 20699 |
| INSURER C: Security National Insurance Company | 19879 |

| COVERSAGES | CERTIFICATE NUMBER: BZ556832249 |

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 1603 Orrington Building 1603 Orrington Avenue, Evanston, IL 60201

The City of Evanston is an additional insured with respect to the General Liability pursuant to City of Evanston code section 3-4-4.

**CERTIFICATE HOLDER**
City of Evanston
2100 Ridge Ave.
Evanston, IL 60201

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE**

© 1988-2015 ACORD CORPORATION. All rights reserved.
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:


Paul T. Bruflat of Sioux Falls

State of South Dakota, its regularly elected Vice President, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One LIQUOR CITY OF EVANSTON

bond with bond number 61838552

for L3 EVANSTON, LLC DBA NEXT OF KINSHIP

as Principal in the penalty amount not to exceed: $2,500.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by

Vice President with the corporate seal affixed this 18th day of September, 2017.

ATTEST

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

On this 18th day of September, 2017, before me, a Notary Public, personally appeared

Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. MOHR

My Commission Expires June 23, 2021

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.
CITY OF EVANSTON
Cook County, Illinois

CORPORATE SURETY BOND
(Supplement B)

Effective Date: October 16, 2017

Surety Bond #: 61828552

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED,

L3 Evanston, LLC dba Next of Kinship

of the City of Evanston, County of Cook, and State of Illinois,
a corporation organized and existing under the laws of the State of

WESTERN SURETY COMPANY

organized and existing under the law of the State of South Dakota,
licensed to do business in the City of Evanston, County of Cook, and State of Illinois, hereinafter
called the sureties, are held and firmly bound unto the City of Evanston, a municipal corporation, in the sum of TWENTY-FIVE
HUNDRED AND NO/100 DOLLARS, for the payment whereof to the City of Evanston, the principal and said sureties bind themselves,
their heirs, executors, administrators, and assigns jointly and severally firmly by these presents. Signed, sealed, and dated this
18 DAY OF September, 2017.

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control Commissioner
of the City of Evanston under the provision of the Title 3, Chapter 4, relating to the Sale of Alcoholic Liquor, of the Municipal Code of
the City of Evanston, recodified January 2014, and amendments thereto, which license will expire on the 16 DAY OF
October, 2018.

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall
comply with all the provisions of Title 3, Chapter 4, of the Municipal Code of the City of Evanston hereinbefore described, and any and
all other ordinances of the City of Evanston relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance;
and if said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or
which may hereafter be in force in the City of Evanston affecting the operation of said business, then this obligation shall be void;
otherwise it shall remain in full force and effect.
RIDER

It is hereby mutually agreed and understood by and between the Principal and WESTERN SURETY COMPANY, that instead of as originally written:

The Principal's name has been changed to read:
L3 Evanston, LLC dba Next of Kinship

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the ______ bond ____, except as hereinabove set forth.

This Rider becomes effective on the____ 18th day of ______ September ___, 2017, at ______ o'clock a.m., standard time.

Attached to and forming part of ______ bond ______ No. 61838552

issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to

L3 Evanston, LLC dba Next of Kinship

Signed this____ 18th day of ______ September ___, 2017.

WESTERN SURETY COMPANY

By ________________________________
Paul T. Brulat, Vice President
ServSafe Alcohol® CERTIFICATE

AMY EDQUIST

NAME
8/8/2018

DATE OF EXAMINATION
Card expires three years from the date of examination. Local laws apply.

This certificate confirms completion of the ServSafe Alcohol®

Executive Vice President, National Restaurant Association Solutions
Sherman Brown
OUR MENU

TO START

chicken fried scallop shooter 3
house-made fennel slaw

grilled peach & burrata tartine 10
Stover Farms peaches, burrata, speck prosciutto, toasted sourdough

evaston farmer’s market crudité 8
seasonal produce, red pepper romesco

local honey butter fries 8
hidden acres honey butter glaze, crispy waffle fries

spiced coconut mussels 16
coconut milk, crème fraîche, house-made chili sauce, served with fried bao

tuna tataki 12
ginger beer compressed watermelon, edamame, sesame lime marinade

crispy brussels & cotija 9
lemon & fresh cracked pepper oil

PLATES

fried chicken 22
Gerber’s Amish Farm chicken, house-baked cheddar chive biscuit, cayenne Hidden Acres honey

moroccan lamb burger 15
golden beef yogurt, kalamata olives, watercress, mint, brioche bun, served with fries add grilled feta 2

great lakes whitefish 22
cauliflower polenta, summer vegetable caponata, blistered white grapes, fennel puree, crispy capers

wild mushroom linguine 18
local maitake, beech, crimini & king trumpet mushrooms, taleggio, parmesan, Klein’s farm long stem broccoli

center-cut prime filet 40
Halpern’s prime filet mignon, heavenly mash, beef jus, fine herb salad

miso mirin fresh atlantic salmon 24
lemongrass, gingered rice, crispy kale, pickled peach

spicy shrimp curry bowl 22
baby gulf shrimp, ginger jasmine rice, roasted cauliflower, pickled eggplant, pearl onions, coconut curry sauce

hanger steak & onion rings 26
Halpern’s beef, citrus gremolata, crispy shallot onion rings

kin burger 14
Jack fat-roasted onions, shallot maya, american cheese, brioche bun, served with fries add nueske’s bacon 2

VEGETABLES

heavenly potato mash 5
made with Pine Grove Creamery butter

hearth roasted broccoli & cauli 6
puffed wild rice, pickled peach

tahini bean salad 6
green & fava beans, candied pecans, pickled red onion, tahini lime vinaigrette

honey roasted veg 6
baby red beets, carrot, rutabaga, celery root, grilled pineapple

GREENS

local gem greens 6
boston bib, pickled red onion, cotija, lemon vinaigrette

nordic kale & beef 13
green & purple kale, roasted yellow beets, crispy chickpeas, red lentil, watermelon radish, feta, golden beet vinaigrette

tahini miso chicken 15
Gerber’s amish farm hearth-roasted chicken, harvest greens, rainbow carrot ribbons, candied pecans, tahini-miso dressing

table caesar 10
mighty vine tomatoes, parmesan, paprika breadcrumbs, dairy-free caesar dressing
add chicken 5 add salmon 7
COCKTAILS

urban legend 12
old forester, orange bitters, luxardo cherry

midsummer 10
rose, aperol, raspberry, lemon, grapefruit, simple

citrus assembly 12
pineapple infused mezcal, lemon-grapefruit sorbet, mint

house rules 12
tequila blanco, cointreau, lime, cilantro, roasted jalapeno- agave syrup

folklore 13
bourbon, mancino ambrato vermouth, campari, lemongrass- orange blossom foam

ginger’s delicious 13
vodka, ginger liqueur, guava nectar, lemon juice, prosecco float

intermission 12
cinnamon tequila blanco, yellow chartreuse, creme de banana, lime, simple

gin blossom 11
ford’s gin, salers apertif, lavender, lemon, lime, fever-tree tonic, juniper berries

witching hour 12
old forester bourbon, tamarind-coriander syrup, allspice dram, angostura bitters, lime

BRUNCH COCKTAILS

sip, sip hooray 11
st germain, lillet blanc, prosecco, fresh lemon

stormy morning 11
hank’s vodka, charcoal lemonade, lavender, saler’s apertif, orange bitters

matcha-cha 12
few gin, matcha, ginger liqueur, green chartreuse, lemon

champagne slushie 11
hank’s vodka, champagne, orange juice, orange liqueur

midsummer 10
rose, aperol, raspberry, lemon, grapefruit, simple

pink neon 11
aperol, cava, fresh grapefruit juice, mancino ambrato vermouth, lemon

iced irish coffee 11
slane irish whiskey, big shoulders cold brew, sassafras syrup, branca menta whip cream

gin blossom 11
ford’s gin, salers apertif, lavender, lemon, lime, fever-tree tonic,juniper berries

mimosa 9
oj, grapefruit, raspberry or charcoal lemonade

bloody mary 10
house-made guallilo-bloody, aquavit, choice of cucumber & thyme infused hank’s vodka or ford’s gin

REDS BY THE GLASS

folly of the beast pinot noir 13
stemmari nero d’avola 8
perrin cotes du rhone rouge 8
essay syrah 9
honoro vera merlot 9
decero malbec 11
hess shiraz cabernet 12
klinker brick old vine zin 12

WHITES BY THE GLASS

tiefenbrunner suditrol pinot grigio 9
antxola txakoliina 10
ott0's constant dream sauvignon blanc 11
pratsch organic gruner veitliner 9
tenuta la marchesa gavi white label 11
10 span pinot gris 9
tangent albarino 10
freelander chardonnay 11
**FOR THE TABLE**

- local honey butter fries 8
- Hidden Acres honey butter glaze, crispy waffle fries
- champagne & fries 26
- local honey butter fries & a bottle of champs
- monkey bread 9
  - pull-apart bread, pear over toffee sauce
- crispy brussels & cotija 9
  - lemon & fresh sarcastic, peppers, chilli

**GOOD MORNING**

- avocado toast 11
  - multi-grain toast, maldon salt & chili flakes, cage-free poached egg
  - add smoked salmon 4
- coconut berry bowl 11
  - local coconut yogurt, fresh seasonal berries, house-made granola, Hidden Acres honey
- omelette 13
  - cage-free eggs, mix of the woods, cheese & arugula
  - pepper jack, cheddar, goat cheese, served with crispy yukons
- cheddar biscuit breakfast sandwich 14
  - house-made cheddar biscuit, fried cage-free egg, canadian bacon, chipples, nall, served with crispy yukons
- terry's dan bing 14
  - cage-free eggs, crispy hashbrowns, tomatillo, scallions, house-made sourdough 14, corned beef-style crepe, served with fresh greens
- shakshuka bowl 15
  - hearth-baked, bread-pudding style toast, seasonal berry compote, chives, red onion, parmesan, vanilla anglaise
- honey roasted vegetable hash 15
  - sunny-side-up cage-free egg, eggs over honey roasted seasonal vegetables, crispy hash
- kale frittatas 15
  - cage-free eggs, daisy kale, toasted english muffin, house-made hollandaise, served with crispy yukons add coconut bacon 9
- lemon-ricotta pancakes 13
  - blueberry compote, poppy seeds, local pure maple syrup
- classic brunch 14
  - cage-free eggs any style, choice of bacon or sausage, crispy yukons, choice of toast

**LUNCH FOR BRUNCH**

- kin burger 14
  - duck fat-roasted onions, shallot mayo, american cheese, brioche bun, served with fries – add bacon 2
- tahini miso chicken salad 15
  - gerber's amish farm hearth-roasted chicken, harvest greens, rainbow carrot ribbons, candied pecans, tahini-miso dressing
- nordic kale & beet 13
  - green & purple kale, roasted yellow beets, crispy chickpeas, red lentil, watermelon radish, feta, golden beet vinaigrette

**ON THE SIDE**

- nest of bacon 5
- applewood smoked bacon 4
- toast & house-made jam 4
- crispy yukons 4
- pork & sage sausage 4
- house recipe seasonal fruit 4
DESSERT

pot brownie 9
flourless triple chocolate brownie, hot chocolate sauce, mint chip trio gelato

lemon elderflower cake 9
lemon olive oil cake, evanston farmer's market strawberries, elderflower glaze, vanilla bean trio gelato

viennese apple strudel 8
cinnamon-sprinkled granny smith apples, warm caramel sauce, whipped creme fraiche

three scoops 7
frio gelato: caramel, mint chip, chocolate, vanilla bean
frio sorbet: passion fruit, lemon ice

choix des eclairs 12
selection of three signature flavors
the classic, birthday cake, turtle, lemon meringue, wildcat, seasonal special

COFFEE SERVICE

lavender vanilla latte 4
sweet vanilla, rich espresso, a little lavender

nutella latte 4
chocolate, hazelnut, yum

mayan mocha 4
cinnamon, cayenne, cacao, sea salt

vietnamese iced coffee 4
big shoulders coffee, sweet condensed milk

dulce de leche latte 5
big shoulders espresso, whip cream

charcoal latte 4
vanilla, activated charcoal

big shoulders coffee 2.5
regular or decaf

cappuccino 4
america 4
espresso 2
RETAIL LEASE

ARTICLE 1

BASIC LEASE PROVISIONS AND IDENTIFICATION OF EXHIBITS

1.1 BASIC LEASE PROVISIONS.

A. BUILDING AND ADDRESS:

1603 Orrington Building
1603 Orrington Avenue
Evanston, IL 60201

B. LANDLORD AND ADDRESS:

Landlord's Notice Address:

Orrington TT, LLC
c/o Investcorp International Realty, Inc.
280 Park Avenue, 36th Floor West
New York, New York 10017
Attn: F. Jonathan Dracos and H. Herbert Myers

With a copy to:

Golub & Company
625 North Michigan Avenue
Suite 2000
Chicago, Illinois 60611
Attn: SVP Leasing and Asset Management

Landlord's Rent Payment Address:

Orrington TT, LLC
PO Box 71534
Chicago, Illinois 60694-1534

C. TENANT AND ADDRESS:

L3 Evanston LLC
c/o Cooper Management Company, L.L.C.
600 Central Avenue
Suite 138
Highland Park, IL 60035
Attn: Carey Cooper
With a copy to:

Patzik, Frank & Samotny Ltd.
150 South Wacker Drive, Suite 1500
Chicago, IL 60606
Attn: John W. Morse, Esq.

D. EFFECTIVE DATE: September 1, 2017

E. TERM: Ten (10) years

F. COMMENCEMENT DATE OF TERM: September 1, 2017

G. EXPIRATION DATE OF TERM: August 31, 2027

H. MONTHLY BASE RENT:

<table>
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<th>Period</th>
<th>Annual Base Rent</th>
<th>Monthly Installment</th>
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<tr>
<td>9/1/2017 - 8/31/2018</td>
<td>$190,000.00*</td>
<td>$15,833.33*</td>
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<tr>
<td>9/1/2018 - 8/31/2019</td>
<td>$194,750.00</td>
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<td>$220,341.75</td>
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<td>9/1/2025 - 8/31/2026</td>
<td>$231,496.55</td>
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<tr>
<td>9/1/2026 - 8/31/2027</td>
<td>$237,283.96</td>
<td>$19,773.66</td>
</tr>
</tbody>
</table>

*Notwithstanding anything contained in this Lease to the contrary (but subject to the terms and provisions of this grammatical paragraph), so long as Tenant is not in an Event of Default under this Lease, Tenant shall be entitled to an abatement of Monthly Base Rent only, for the five (5) month period commencing on September 1, 2017 and ending on January 31, 2018 (the "Abatement Period"). The total amount of Monthly Base Rent so abated during the Abatement Period is herein referred to as the "Abated Rent". If this Lease, or Tenant's right to possession hereunder, is terminated in connection with an Event of Default by Tenant, the then-unamortized portion of the Abated Rent shall immediately become due and payable (which Abated Rent shall be amortized over a period beginning on the date immediately following the expiration of the Abatement Period and expiring at the end of the initial Lease Term, at a rate of ten percent (10%) per annum, all as reasonably calculated by Landlord). The payment by Tenant of the Abated Rent following any Event of Default shall not limit or affect any of Landlord's other rights, pursuant to this Lease or at law or in equity. Notwithstanding the foregoing, at any time prior to the expiration of the Abatement Period, at Landlord's sole option and upon written notice to Tenant, Landlord may cancel Tenant's right to any remaining Abated Rent, and in lieu thereof, Landlord shall pay to Tenant, on a dollar-for-dollar basis, an amount equal to such remaining Abated Rent that would otherwise
IN WITNESS WHEREOF, this Lease has been executed as of the Effective Date of this Lease as set forth in Subsection 1.1.D hereof.

LANDLORD:

Orrington TT, LLC, a
Delaware limited liability company

By:  
Name:  J. Michael O’Brien
Title:  Vice President

TENANT:

L3 Evanston LLC, an Illinois
limited liability company

By:  L3 Investment, LLC, an Illinois
limited liability company, its
Manager

By:  
Name:  Corey Cooper
Title:  Manager
MINUTES

Liquor Control Board
Wednesday, August 29, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present: Mayor Stephen H. Hagerty (Local Liquor Control Commissioner); Marion Macbeth; Dick Peach

Members Absent: None

Staff Present: Theresa Whittington, Mario Treto

Others Present: Joseph Gattuso (Compass Group); Mary Pat Dorner (Compass Group); Sylvia Xim’enez (Tereneo 3634 LLC); Alan Anderson (Northwestern University); Mike Polisky (Northwestern); Zubin Kammula (Levy Premium Foodservice); Terra Westhaus (Next of Kinship); Gail Taggart (Next of Kinship); Peter O’Malley (Beer on Central); Brian O’Malley (Beer on Central); Sandeep Ghaey (Vinic Wine); Lorraine Dostal (Theo Ubique)

Presiding Member: Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:00 a.m.

NEW BUSINESS

Compass Group USA, Inc., d/b/a Chartwell’s-Norris Center, Northwestern University, 1999 Campus Drive
Joe Gattuso spoke on behalf of Compass Group’s request for a class R and class T liquor license. Compass Group is taking over the food and beverage services at Northwestern’s Chicago and Evanston campuses. These services were previously offered by Sodexo. In Evanston, Compass Group will operate as Chartwell’s at Norris Center. There will not be any daily or regular alcohol service at Norris center. Instead, the class R license will be used to host special events taking place at Chartwell’s at Norris Center. The class T catering license will be used to provide services for other events located on campus. Mayor Hagerty asked Compass to explain how they will monitor and prevent underage drinking. Mary Pat Dorner (catering Director) explained that NU hires only licensed bartenders and uses wristbands at events where underage guests will be in attendance. Alan Anderson of Northwestern University stated that often registries for events will have the ages of guests and wristbands issue at check in.
The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

**TEREÑEO 3634 LLC d/b/a Bat 17, 1709 Bensen Ave.**
Sylvia Xim'enez requested consideration of a Class C (Restaurant-Liquor) license. She intends to close on the purchase of Bat 17 and would like a liquor license issued in the name of the new owner. She stated that there will not be any changes in the daily operations. The only changes will be cosmetic. Mayor Hagerty expressed his zero tolerance for underage drinking and his expectation that the business will abide by all rules and regulations. Ms. Xim'enez said her family is 4th generation restaurant owners and in over 40 years in the business they have never had any issued with underage drinking.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on September 17, 2018.

**Northwestern University, 633 Clark street, Evanston, IL 60208**
Mike Polisky requested consideration of an amendment to the class Z1 and Z2 license classes to allow sale of alcohol up to 4 hours before kickoff at NU football games. The university is looking to improve the experience of ticket holders in the hopes of retaining and growing its season ticket base. NU is offering a “game day experience” pilot program during NU football games. The intention is to offer responsible and social opportunities four hours prior to kickoff. The End Zone will feature a beer garden, food trucks, and entertainment. Wild Cat Alley will have more family-friendly activities. There will be a police presence and security at all games. Mayor Hagerty expressed a need to maintain the family friendly atmosphere and asked what other Big Ten schools do. Mr. Polisky stated that a majority of Big Ten universities sell alcohol in the stadium. This is not something they are requesting at this time. Dick Peach asked if the alcohol sales will be restricted to ticket holders. Mr. Polisky affirmed that only game ticket holders would have access to the events.

Kickoff time is set by the conference and not the University. Some of the games will have kickoff times as early as 11 am and others have yet to be determined. As currently written, one day license classes Z1 and Z2 allow for on premise sale of alcohol during the hours of 10:00 a.m. to 10:30 p.m., Sunday through Thursday, and 10:00 a.m. to 2:00 a.m., Friday through Sunday. NU seeks an amendment that would allow it to begin some of its game day events earlier than 10 am. The board agreed to amend the Z1 and Z2 license classes to allow applicants to apply for extended hours of sales. Such requests would be required to go before City Council.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

**Levy Premium Foodservice Limited Partnership dba Levy at Walter Athletics Center**
Zubin Kammula requested consideration of a Class T (Catering-Liquor) license on behalf of Levy Premium Foodservice. Levy Premium Foodservice is a subsidiary of Compass Group USA. Levy Premium Foodservice specializes in managing food and beverage services at athletic facilities. It is seeking a class T (catering) license in order to provide service at private alumni and booster events as well as game day events during football season.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

**L3 Evanston, LLC d/b/a Next of Kinship, 1603 Orrington Avenue**

Terra Westhaus spoke on behalf of Next of Kinship’s request for a class T (catering) liquor license. Next of Kinship currently holds a class C restaurant liquor license and reopened in February under a new concept. It now wishes to expand into catering events offsite and offering food and alcohol. It holds similar licenses in Chicago.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

**Vinic Wine Company d/b/a Vinic Wine Company, 1509 Chicago**

Sandeep Ghaey requested consideration of an amendment to class K to allow onsite tasting of alcoholic spirits not to exceed 2.75 fluid ounces and consideration of an amendment to adjust wine container size to 6.32 fluid ounces or greater for off-site consumption. Sandeep Ghaey explained that these limits are similar to those granted to Binny’s in its Class F-2 license class. He is asking that Class K be allowed the same limits.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

**Beer on Central, 1930 Central St.**

Peter O’Malley requested consideration of amendment to class K to remove the onsite consumption limit of beer. He feels that BASSET training will provide adequate guidance for consumption limits to avoid overserving customers. It’s a small space and it is easy to keep an eye on customers and know when to make them stop drinking. He said different businesses such as Temperance and Sketchbook (craft breweries) do not have limits on how much beer their customers can consume and he wants to offer his customers the same opportunities. Mayor Hagerty views the primary function of Beer on Central as a craft beer retailer with a tasting room. Mayor Hagerty noted that the primary function of Temperance and Sketchbook are brewers of beer. Dick Peach questioned the difference between World of Beer and Beer on Central. Mayor Hagerty pointed out that World of Beer does not sell packaged goods. Mayor Hagerty stated that the original concept presented by Beer on Central was that of a small packaged goods store with some tastings. Dick Peach noted that now it seems to want to expand from tastings into a bar. Peter O’Malley says it’s no more or less a bar than Temperance or Sketchbook. Mayor Hagerty asked how many customers Beer on Central typically has
at the bar. Peter O’Malley guessed 10-12 on weekdays and 20-24 people on weekends; at its busiest, 25-30 people. Mayor Hagerty said he needed more time to consider the request and the issue will get continued.

No action was taken. The Board recommended continuing the matter.

**Theo Ubique Cabaret Theatre, 721 Howard Street**

Lorraine Dostal requested amendments to the class U (Theatre) liquor license. Class U allows alcohol sales one hour prior to shows and during intermission in the lobby only. She explained that Theo Ubique is a cabaret dinner theater that plans to serve alcohol in the theater as part of dinner service and at a bar in the theater. Dinners will be provided by a catering service. All servers will be BASSET trained. Because the theater lacks a traditional lobby, she is requesting an amendment that eliminates the lobby requirement. She also requested an adjustment to hours of service, as alcohol will be served during the shows with dinner and not limited to before shows and during intermissions. In addition to its regular show season, the theater is interested in hosting auxiliary events such as movie sing along nights and special events as a way of earning money in between show productions. Lorraine Dostal explained that the theater does not intend to run a kitchen and would instead offer snacks during those auxiliary events. Alderman Rainey and board members expressed concern over alcohol service that did not accompany food and expressed that Theo Ubique needs to give additional thought to its business plan and food offerings with respect to the auxiliary events. It was agreed that the amendments to hours and location of service with respect to dinner theater service will get introduced to City Council and that Theo Ubique will need to rework its business plan with respect to food service during its auxiliary events.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

**ADJOURNMENT**

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 12:43 a.m. August 29, 2018.

Respectfully Submitted,

Theresa Whittington
Liquor Licensing Manager, Legal Department
Memorandum

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

From: Mario Treto, Jr., Deputy City Attorney
Theresa Whittington, Liquor Licensing Manager/Legal Analyst

Subject: Ordinance 109-O-18, Allowing Extended Hours of Alcohol Service for Z-1 and Z-2 Liquor License Holders through City Council Approval

Date: September 17, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 109-O-18, amending Evanston City Code Subsection 3-4-6(Z-1) and 3-4-6(Z-2), to allow for extended hours of alcohol service for Z-1 and Z-2 liquor license holders through City Council approval. Alderman Revelle recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Currently, the City of Evanston (“City”) liquor code has a provision that allows hours of lawful service of alcohol to be extended by written order of the City Council only for annual liquor license holders. On August 29, 2018, Northwestern University (“Company”) attended the Liquor Control Review Board meeting to request permission to extend its hours of alcohol service for Z-1 and Z-2 liquor licenses on certain days. Company representatives Alan Anderson and Mike Polisky were present during the meeting.

Ordinance 109-O-18 was prepared under the Local Liquor Commissioner’s direction and in response to the August 29, 2018 Liquor Control Review Board meeting to permit the City Council discretion to extend hours of lawful service per written order for Class Z-1 and Class Z-2 one day liquor licenses. Particular provisions to note for request to extend hours are as follows:

1. Hours requested for the lawful sale of alcohol may not exceed four (4) hours prior to the opening hours currently allowed under licensee’s Z-1 and Z-2 liquor license.
2. Requests for extension of hours must be made by written application and submitted at least two weeks prior to the requested extension date.
3. No licensee will be granted such extension for more than twelve (12) days in any one (1) calendar year.
4. There is a fee of $500.00 imposed for each day requested to extend alcohol service hours for Class Z-1 and Class Z-2 liquor licenses.

Legislative History:
At the August 29, 2018 Liquor Control Review Board meeting, Company requested consideration of increasing the permitted hours of alcohol service for Class Z-1 and Class Z-2 liquor licenses.

Attachments:
Ordinance 109-O-18
Meeting Minutes Dated August 29, 2018
AN ORDINANCE
Amending City Code Sections 3-4-6(Z-1) and 3-4-6(Z-2), Allowing Extended Hours of Class Z-1 and Class Z-2 Alcohol Service by City Council Approval

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

SECTION 1: Section 3-4-6(Z-1) of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(Z-1) CLASS Z-1 special one-day licenses, which shall authorize the sale on the premises specified of beer and wine only for events conducted by an educational, business, fraternal, political, civic, religious, or not for profit organization. Such special one-day licenses shall be issued subject to the following conditions:

1. No more than twelve (12) special one-day licenses shall be issued to any sales address in any one (1) calendar year.
2. No applicant shall receive more than twelve (12) special one-day licenses within any one (1) calendar year.
3. Only Evanston entities may receive the special one-day license. "Evanston entities" are hereby defined to include individuals residing within the City, including businesses, educational, fraternal, political, civic, religious, and not for profit organizations with a permanent address located within the City.
4. The license shall authorize the consumption of beer and wine only.
5. The sale of beer and wine shall only take place from 10:00 a.m. to 10:30 p.m. (Sunday through Thursday), and from 10:00 a.m. to 2:00 a.m. (Friday through Sunday). Hours during which sale is lawful may be extended by written order of City Council for periods not to exceed four (4) hours prior to opening upon written application by the licensee stating the reasons for the requested extension and the date for which the extension is sought. The request must be provided to the City in writing at least two (2) weeks prior to the date the extension is requested or the request will be automatically denied. No licensee will be granted such extension for more than twelve (12) dates in any one (1) calendar year, provided an extension fee is submitted for each requested day in the amount of five hundred dollars ($500.00).
6. The license shall be issued to and valid only for the "sales premises" described on the application.

7. The application shall contain the following information:

   a. The name of applicant, address and telephone number.
   b. The "sales premises" for which the license is applicable, a description of the approximate area of the sales premises, whether or not it is indoors or outside, and whether the event will be held on public or private property.
   c. Whether or not the event is sponsored by a religious organization.
   d. The hours of operation of the event, the sale date, the name of the property owner, and a written statement of consent from the property owner (if other than the applicant).
   e. The person's name, telephone number and address who is responsible for conducting the event, and who will be on the premises during the actual event.
   f. A statement that:

   If I (we) am (are) granted this special liquor license, I (we) specifically recognize and agree that the Mayor may revoke this license at any time at the absolute discretion of the Mayor; and upon acceptance of this special liquor license, the holder specifically acknowledges the special privilege of obtaining this type of license and consents to all requirements, including the requirement of immediate forfeiture without reason.

   g. Signature of applicant.
   h. A statement that:

   No person under twenty-one (21) years of age will be allowed to purchase or sell packaged alcoholic liquor at licensed event.

8. A copy of a certificate of liquor liability insurance, naming the City as certificate holder for the period during which beer and wine will be sold.

9. The fee for a Class Z-1 liquor license shall be one hundred fifty dollars ($150.00), and shall be deposited with the application. For licensees granted extended hours of alcohol service by the City Council, an additional fee of five hundred dollars ($500.00) must be submitted to the City prior to license issuance.

10. No special Z-1 license shall be required for the following:

   a. Gratuitous service of beer and wine on streets, alleys, sidewalks, parkways, public parkways and within public buildings, by neighborhood organizations to which a block party permit has been issued by the City Manager.
   b. Sale of beer and wine in business districts at licensed special
events by holders of current liquor licenses, at locations immediately adjacent to their regularly licensed premises.

11. No special Z-1 licenses shall be issued in the university districts for sales on property owned by Northwestern University without the written consent of Northwestern University.

12. Applications for Z-1 licenses shall be submitted to the local liquor control commissioner in accordance with the provisions of this Subsection (Z-1). The local liquor control commissioner shall have the authority to grant or refuse to grant any license.

13. No special Z-1 license shall be issued unless the owner/manager/staff of the establishment at which the event will be held has received BASSET training within the previous three (3) years and will be on-site for the duration of the event. Alternatively, the representative of the sponsoring entity organizing the event must have received BASSET training within the previous three (3) years and will be on-site for the duration of the event.

SECTION 2: Section 3-4-6(Z-2) of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(Z-2) CLASS Z-2 special one-day licenses, which shall authorize the sale on the premises specified of alcoholic liquor only for events conducted by an educational, business, fraternal, political, civic, religious, or not-for-profit organization. Such Z-2 licenses shall be issued subject to the following conditions:

1. No more than twelve (12) Z-2 licenses shall be issued to any sales address in any one (1) calendar year.
2. No applicant shall receive more than twelve (12) Z-2 licenses within any one (1) calendar year.
3. Only Evanston entities may receive the Z-2 license. "Evanston entities" are hereby defined to include individuals residing within the City, including businesses, educational, fraternal, political, civic, religious, and not-for-profit organizations with a permanent address located within the City.
4. The sale of alcoholic liquor shall only take place from 10:00 a.m. to 10:30 p.m., Sunday through Thursday, and from 10:00 a.m. to 2:00 a.m., Friday through Sunday. Hours during which sale is lawful may be extended by written order of City Council for periods not to exceed four (4) hours prior to opening upon written application by the licensee stating the reasons for the requested extension and the date for which the extension is sought. The request must be provided to the City in writing at least two (2) weeks prior to the date the extension is requested or the request will be automatically denied. No license will be granted such extension for more than twelve (12) dates in any one (1) calendar year, provided an extension fee is submitted for each requested day in the amount of five hundred
dollars ($500.00).
5. The license shall be issued to and valid only for the "sales premises" described on the application.
6. The application shall contain the following information:

a. The name of applicant, address and telephone number.
b. The "sales premises" for which the license is applicable, a description of the approximate area of the sales premises, whether or not it is indoors or outside, and whether the event will be held on public or private property.
c. Whether or not the event is sponsored by a religious organization.
d. The hours of operation of the event, the sale date, the name of the property owner, and a written statement of consent from the property owner (if other than the applicant).
e. The person's name, telephone number, and address who is responsible for conducting the event, and who will be on the premises during the actual event.
f. A statement that:

If I (we) am (are) granted this special liquor license, I (we) specifically recognize and agree that the Mayor may revoke this license at any time at the absolute discretion of the Mayor; and upon acceptance of this special liquor license, the holder specifically acknowledges the special privilege of obtaining this type of license and consents to all requirements, including the requirement of immediate forfeiture without reason.

g. Signature of applicant.
h. A statement that:

No person under twenty-one (21) years of age will be allowed to purchase or sell alcoholic liquor at licensed event.

7. A copy of a certificate of liquor liability insurance, naming the City as certificate holder for the period during which liquor will be sold.
8. The fee for a Class Z-2 liquor license shall be one hundred fifty dollars ($150.00), and shall be deposited with the application. For licensees granted extended hours of alcohol service by the City Council, an additional fee of five hundred dollars ($500.00) must be submitted to the City prior to license issuance.
9. No special one-day liquor license shall be required for the following:

a. Gratuitous service of alcoholic liquor on streets, alleys, sidewalks, parkways, public parkways and within public buildings, by neighborhood organizations to which a block party permit has been issued by the City Manager.
b. Sale of alcoholic liquor in business districts at licensed special events by holders of current liquor licenses, at locations immediately adjacent to their licensed premises.

10. No Z-2 liquor licenses shall be issued in the university districts for sales on property owned by Northwestern University without the written consent of Northwestern University.

11. Applications for Z-2 licenses shall be submitted to the local liquor control commissioner in accordance with the provisions of this Subsection (Z-2). The local liquor control commissioner shall have the authority to grant or refuse to grant all special one-day licenses. Before issuing any Z-2 liquor license, the Liquor Control Commissioner shall notify the Alderman of the Ward wherein the "sales premises" described on the application is located.

12. No one-day liquor license shall be issued unless the owner/manager/staff of the establishment at which the event will be held has received BASSET training within the previous three (3) years and will be on-site for the duration of the event. Alternatively, the representative of the sponsoring entity organizing the event must have received BASSET training within the previous three (3) years and will be on-site for the duration of the event.

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

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
MINUTES

Liquor Control Board
Wednesday, August 29, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present:  Mayor Stephen H. Hagerty (Local Liquor Control Commissioner); Marion Macbeth; Dick Peach

Members Absent:  None

Staff Present:  Theresa Whittington, Mario Treto

Others Present:  Joseph Gattuso (Compass Group); Mary Pat Dorner (Compass Group); Sylvia Xim’enez (Tereneo 3634 LLC); Alan Anderson (Northwestern University); Mike Polisky (Northwestern); Zubin Kammula (Levy Premium Foodservice); Terra Westhaus (Next of Kinship); Gail Taggart (Next of Kinship); Peter O’Malley (Beer on Central); Brian O’Malley (Beer on Central); Sandeep Ghaey (Vinic Wine); Lorraine Dostal (Theo Ubique)

Presiding Member:  Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER

The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:00 a.m.

NEW BUSINESS

Compass Group USA, Inc., d/b/a Chartwell’s-Norris Center, Northwestern University, 1999 Campus Drive

Joe Gattuso spoke on behalf of Compass Group’s request for a class R and class T liquor license. Compass Group is taking over the food and beverage services at Northwestern's Chicago and Evanston campuses. These services were previously offered by Sodexo. In Evanston, Compass Group will operate as Chartwell’s at Norris Center. There will not be any daily or regular alcohol service at Norris Center. Instead, the class R license will be used to host special events taking place at Chartwell’s. The class T catering license will be used to provide services for other events located on campus. Mayor Hagerty asked Compass to explain how they will monitor and prevent underage drinking. Mary Pat Dorner (catering Director) explained that NU hires only licensed bartenders and uses wristbands at events where underage guests will be in attendance. Alan Anderson of Northwestern University stated that often registries for events will have the ages of guests and wristbands issue at check in.
The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

**TERENEO 3634 LLC d/b/a Bat 17, 1709 Bensen Ave.**
Sylvia Ximenez requested consideration of a Class C (Restaurant-Liquor) license. She intends to close on the purchase of Bat 17 and would like a liquor license issued in the name of the new owner. She stated that there will not be any changes in the daily operations. The only changes will be cosmetic. Mayor Hagerty expressed his zero tolerance for underage drinking and his expectation that the business will abide by all rules and regulations. Ms. Ximenez said her family is 4th generation restaurant owners and in over 40 years in the business they have never had any issue with underage drinking.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on September 17, 2018.

**Northwestern University, 633 Clark street, Evanston, IL 60208**
Mike Polisky requested consideration of an amendment to the class Z1 and Z2 license classes to allow sale of alcohol up to 4 hours before kickoff at NU football games. The university is looking to improve the experience of ticket holders in the hopes of retaining and growing its season ticket base. NU is offering a “game day experience” pilot program during NU football games. The intention is to offer responsible and social opportunities four hours prior to kickoff. The End Zone will feature a beer garden, food trucks, and entertainment. Wild Cat Alley will have more family-friendly activities. There will be a police presence and security at all games. Mayor Hagerty expressed a need to maintain the family friendly atmosphere and asked what other Big Ten schools do. Mr. Polisky stated that a majority of Big Ten universities sell alcohol in the stadium. This is not something they are requesting at this time. Dick Peach asked if the alcohol sales will be restricted to ticket holders. Mr. Polisky affirmed that only game ticket holders would have access to the events.

Kickoff time is set by the conference and not the University. Some of the games will have kickoff times as early as 11 am and others have yet to be determined. As currently written, one day license classes Z1 and Z2 allow for on premise sale of alcohol during the hours of 10:00 a.m. to 10:30 p.m., Sunday through Thursday, and 10:00 a.m. to 2:00 a.m., Friday through Sunday. NU seeks an amendment that would allow it to begin some of its game day events earlier than 10 am. The board agreed to amend the Z1 and Z2 license classes to allow applicants to apply for extended hours of sales. Such requests would be required to go before City Council.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

**Levy Premium Foodservice Limited Partnership dba Levy at Walter Athletics Center**
Zubin Kammula requested consideration of a Class T (Catering-Liquor) license on behalf of Levy Premium Foodservice. Levy Premium Foodservice is a subsidiary of Compass Group USA. Levy Premium Foodservice specializes in managing food and beverage services at athletic facilities. It is seeking a class T (catering) license in order to provide service at private alumni and booster events as well as game day events during football season.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

**L3 Evanston, LLC d/b/a Next of Kinship, 1603 Orrington Avenue**
Terra Westhaus spoke on behalf of Next of Kinship’s request for a class T (catering) liquor license. Next of Kinship currently holds a class C restaurant liquor license and reopened in February under a new concept. It now wishes to expand into catering events offsite and offering food and alcohol. It holds similar licenses in Chicago.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

**Vinic Wine Company d/b/a Vinic Wine Company, 1509 Chicago**
Sandeep Ghaey requested consideration of an amendment to class K to allow onsite tasting of alcoholic spirits not to exceed 2.75 fluid ounces and consideration of an amendment to adjust wine container size to 6.32 fluid ounces or greater for off-site consumption. Sandeep Ghaey explained that these limits are similar to those granted to Binny’s in its Class F-2 license class. He is asking that Class K be allowed the same limits.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

**Beer on Central, 1930 Central St.**
Peter O’Malley requested consideration of amendment to class K to remove the onsite consumption limit of beer. He feels that BASSET training will provide adequate guidance for consumption limits to avoid overserving customers. It’s a small space and it is easy to keep an eye on customers and know when to make them stop drinking. He said different businesses such as Temperance and Sketchbook (craft breweries) do not have limits on how much beer their customers can consume and he wants to offer his customers the same opportunities. Mayor Hagerty views the primary function of Beer on Central as a craft beer retailer with a tasting room. Mayor Hagerty noted that the primary function of Temperance and Sketchbook are brewers of beer. Dick Peach questioned the difference between World of Beer and Beer on Central. Mayor Hagerty pointed out that World of Beer does not sell packaged goods. Mayor Hagerty stated that the original concept presented by Beer on Central was that of a small packaged goods store with some tastings. Dick Peach noted that now it seems to want to expand from tastings into a bar. Peter O’Malley says it’s no more or less a bar than Temperance or Sketchbook. Mayor Hagerty asked how many customers Beer on Central typically has
at the bar. Peter O’Malley guessed 10-12 on weekdays and 20-24 people on weekends; at its busiest, 25-30 people. Mayor Hagerty said he needed more time to consider the request and the issue will get continued.

No action was taken. The Board recommended continuing the matter.

Theo Ubique Cabaret Theatre, 721 Howard Street
Lorraine Dostal requested amendments to the class U (Theatre) liquor license. Class U allows alcohol sales one hour prior to shows and during intermission in the lobby only. She explained that Theo Ubique is a cabaret dinner theater that plans to serve alcohol in the theater as part of dinner service and at a bar in the theater. Dinners will be provided by a catering service. All servers will be BASSET trained. Because the theater lacks a traditional lobby, she is requesting an amendment that eliminates the lobby requirement. She also requested an adjustment to hours of service, as alcohol will be served during the shows with dinner and not limited to before shows and during intermissions. In addition to its regular show season, the theater is interested in hosting auxiliary events such as movie sing along nights and special events as a way of earning money in between show productions. Lorraine Dostal explained that the theater does not intend to run a kitchen and would instead offer snacks during those auxiliary events. Alderman Rainey and board members expressed concern over alcohol service that did not accompany food and expressed that Theo Ubique needs to give additional thought to its business plan and food offerings with respect to the auxiliary events. It was agreed that the amendments to hours and location of service with respect to dinner theater service will get introduced to City Council and that Theo Ubique will need to rework its business plan with respect to food service during its auxiliary events.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

ADJOURNMENT
The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 12:43 a.m. August 29, 2018.

Respectfully Submitted,

Theresa Whittington
Liquor Licensing Manager, Legal Department
Memorandum

To: Honorable Mayor and Members of the City Council
   Administration and Public Works Committee (A&PW)

From: Mario Treto, Jr., Deputy City Attorney
       Theresa Whittington, Liquor Licensing Manager/Legal Analyst

Subject: Levy Premium Foodservice – Extended Alcohol Service for One-Day Events

Date: September 11, 2018

Recommended Action
Staff submits for City Council approval a request to extend alcohol service hours for one-day liquor events taking place at 1501 Central Street (“Levy Premium Foodservice”), on September 8, 2018, September 29, 2018, October 13, 2018, October 27, 2018, November 3, 2018, and November 24, 2018 to accommodate game day events during the Northwestern University football season.

Livability Benefits
Economy & Jobs: Retain and expand local businesses.

Background
Zubin Kammula (the “Applicant”), attorney for Levy Premium Foodservice, submitted the request to adjust the hours of alcohol service. Northwestern University has contracted with Levy Premium Foodservice to provide food and alcohol four hours prior to kick off during the 2018 football season. Due to the fact that many of the football games have kick off times of 11:00 a.m. and the Z-1 and Z-2 one day liquor license classes limit alcohol sales to begin after 10:00 a.m., Applicant requests alcohol service to begin at 7:00 a.m. Levy Premium Foodservice is requesting an extension of hours for all football game dates even though some games may not require a 7:00 a.m. start to alcohol service. The NCAA, who assigns kick off times, has not yet assigned kick off times for all of the season’s games. One day liquor licenses with extended hours will only be issued for games assigned with 11:00 a.m. kick off times. A fee of $500 per one day event will be assessed for approved requests.

Summary
The Local Liquor Commissioner has reviewed the application and recommends approval of the request for extended hours.

Attachments
Request for Extended Hours of Alcohol Service
CITY OF EVANSTON

Request for Extended Hours of Alcohol Service
For Z1 and Z2 One-Day Liquor Licenses

Z1 and Z2 one day liquor licenses allow for on premise sale of alcohol during the hours of 10:00 a.m. to 10:30 p.m., Sunday through Thursday, and 10:00 a.m. to 2:00 a.m., Friday through Sunday. Liquor license applicants who wish to request a temporary extension to alcohol service hours may do so by completing this form.

1. Requests are presented to City Council for approval
2. A completed request form must be submitted at least three (3) weeks prior to the date the extension is requested.
3. Submit requests to: twittington@cityofevanston.org or City of Evanston, 2100 Ridge Avenue, Suite 4400, Evanston, IL 60201
4. No applicant will be granted such extension for more than twelve (12) dates in one (1) calendar year.
5. A non-refundable fee of $500 is collected for each day an extension is granted. You will be invoiced after approval by City Council.

Section 1: Applicant Information

Date of One-Day Application: See attached.
Applicant/Organization Name: Levy Premium Foodservice, LP
Applicant Address: 1501 Central Street
Applicant/Representative Name & Title: Zubin Kammula, Esq.
Applicant/Representative Phone Number: 312-670-6851
Applicant/Representative Email Address: zubin@smlaw.org

Section 2: Event Information

Dates & Hours Requested: See attached.
Description of Event: Football Games

My signature on this application indicates that the information submitted is accurate and that I understand and accept the responsibility to operate in compliance with all the relevant City rules and regulations.

Applicant signature: /s/
Applicant’s position/title: Treasurer of its GP
Date: 11/11/2018

525 of 793
Section 3: Approval/Denial

City Council Date: Click here to enter text.

Request has been Approved ☐ /Denied ☐

Date Approved: Click here to enter text.
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<th>Date of One-Day Application</th>
<th>Dates &amp; Hours Requested</th>
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To: Honorable Mayor and Members of the City Council  
Administration & Public Works Committee

From: Mario Treto, Jr., Deputy City Attorney  
Theresa Whittington, Liquor Licensing Manager/Legal Analyst

Subject: Ordinance 99-O-18, Decreasing the Permitted Volume of Wine for Off Premise Consumption, Permit Alcoholic Spirit Tasting, and Increasing the Permitted Volume of Beer for Consumption Onsite

Date: September 17, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 99-O-18, amending Evanston City Code Subsection 3-4-6-(K) to decrease the permitted volume of wine for off premise consumption, permit alcoholic spirit tasting, and increase the permitted volume of beer for onsite consumption. Alderman Revelle recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 99-O-18 will permit Class K license holders to sell wine for consumption off the premises in containers greater than or equal to 6.32 fluid ounces or 0.187 liters. The City Code currently allows the sale of wine for consumption off the premises in containers greater than or equal to 16 fluid ounces or 0.473 liters. Secondly, the Ordinance allows for alcoholic spirit tasting by permitting three free samples not to exceed 0.25 fluid ounces each, and the sale of two alcoholic spirit samples not to exceed one fluid ounce each. Finally, this Ordinance will increase the permissible amount a licensee can provide or sell of beer from the current thirty-eight (38) ounces to forty-eight (48) ounces.

This amendment is in line with recently adopted changes to the liquor code and affords the same permitted wine container sizes and alcoholic spirit tastings as the Class F-2 liquor license given to Binny’s Beverage Depot.
Vinic Wine Company d/b/a Vinic Wine, 1509 Chicago Avenue ("Company") requested the amendment for consumption off premises and sampling. Company representative Sandeep Ghaey attended the liquor board meeting. Additionally, Pete O’Malley from Beer on Central requested the limit to provide or sell beer be increased to forty-eight (48) ounces

**Legislative History:**
At the August 29, 2018 Liquor Control Review Board meeting, Company requested consideration of decreasing the permitted volume of wine for off premise consumption and permit alcoholic spirit tasting for Class K.

-------------------------------------------------------------------------------------

**Attachments:**
Ordinance 99-O-18
Minutes of the August 29, 2018 Liquor Control Review Board meeting
AN ORDINANCE

Amending City Code Section 3-4-6-(K) to Decrease the Permitted Volume of Wine for Off Premise Consumption, Permit Alcoholic Spirit Tasting, and Increase the Permitted Volume for Beer for Consumption

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

SECTION 1: Subsection 3-4-6-(K) of the Evanston City Code of 2012, as amended, is hereby further amended by decreasing the permitted volume of wine for off premise consumption and permitting alcoholic spirit tasting as follows:

(K) Class K licenses, which shall authorize the retail sale of alcoholic liquor, wine and beer for consumption off the premises and the sale of alcoholic liquor, wine and beer for consumption on the premises to persons of at least twenty-one (21) years of age.

1. It shall be unlawful for a Class K licensee to sell a single sealed container of wine for consumption off premises unless the container is greater than or equal to 6.32 sixteen (16) fluid ounces or 0.1870.473 liters.

2. It shall be unlawful for a Class K licensee to sell a container of craft beer for consumption off the premises unless the volume of the container is greater than or equal to twelve (12) ounces or 0.355 liters. It shall be unlawful for a licensee to bundle, tape, package, or otherwise manipulate single containers of beer for sale as a set. Any such manipulation of packaging shall be a violation of this Subsection. Nothing in this Subsection shall be construed as prohibiting the sale of packages containing six (6) single containers of beer, including such packages consisting of various single containers of beer chosen by the consumer.

3. Class K licensees may during authorized hours of business offer for on-site consumption beer and/or wine for retail sale. Licensees shall not provide more than three (3) free samples of wine, each of which shall not exceed one (1) fluid ounce, to any person in a day. Licensees may sell wine samples, but the volume of any wine sample sold shall not exceed six (6) fluid ounces and the total volume of all wine samples sold to a person in a day shall not exceed twelve (12) fluid ounces. Licensees shall not provide and/or sell more than a total of fifteen (15) fluid ounces of wine samples to any person in a day.
Licensees shall not provide more than three (3) free samples of beer, each of which shall not exceed two (2) fluid ounces, to any person in a day. Licensees may sell beer samples, but the volume of any beer sample sold shall not exceed twelve (12) fluid ounces and the total volume of all beer samples sold to a person in a day shall not exceed forty-two (42) fluid ounces. Licensees shall not provide and/or sell more than a total of forty-eight (48) fluid ounces of beer samples to any person in a day.

Licensees must have at least one (1) BASSET-certified site manager on-premises whenever offering wine and beer for tasting or retail sale for on-site consumption. All persons who sell, open, pour, dispense or serve craft beer or wine shall be BASSET certified. Licensees must provide food service when offering wine and beer for tasting. Beer or wine sold within the licensed premises for consumption on the premises shall not be removed from the licensed premises. Beer or wine for product sampling or retail sale for on-site consumption shall be sold and dispensed only in containers provided by the licensee.

4. Alcoholic spirit tasting is permitted only during authorized hours of business. Licensees must not provide more than three (3) free samples, each of which must not exceed one quarter (0.25) fluid ounce, to any person in a day. Licensees may sell alcoholic spirit samples, but the volume of any alcoholic spirit sample sold must not exceed one (1) fluid ounces and the total volume of all samples sold to a person in a day must not exceed two (2) fluid ounces. Licensees must not provide and/or sell more than a total of two and seventy-five hundredths (2.75) fluid ounces of alcoholic spirit samples to any person in a day.

5. The licensed premises shall not exceed a gross area of five thousand (5,000) square feet total.

6. Not less than ten percent (10%) but not more than twenty percent (20%) of total gross square foot area of the licensed premises shall be designated for the sale of food.

7. Not more than two percent (2%) of total gross square foot area of the licensed premises may be designated for the sale of alcoholic liquor other than wine and beer.

8. Licensees who during authorized hours of business, offer for on-site consumption samples of beer and/or wine shall provide limited food service such as cheese, crackers, snack food or other similar deli-style items to customers who are sampling beer and/or wine.

9. No such license may be granted to an establishment that is located within the core area as defined in Section 3-4-1 of this Chapter.

10. The sale of wine and/or beer for consumption off site shall be limited to the hours of 8:00 a.m. until Midnight on any given day. The sale of wine and/or beer for consumption on site shall be from 10:00 a.m. until 9:00
p.m. Monday through Thursday; 10:00 a.m. until 10:00 p.m. Friday through Saturday; 12:00 noon until 9:00 p.m. on Sunday.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license shall be five thousand dollars ($5,000.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable according to the provisions of Section 3-4-7 of this Chapter, shall be five thousand one hundred sixty dollars ($5,160.00).

No more than three (3) such license(s) shall be in force at any one (1) time.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 4: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
MINUTES

Liquor Control Board
Wednesday, August 29, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present: Mayor Stephen H. Hagerty (Local Liquor Control Commissioner); Marion Macbeth; Dick Peach

Members Absent: None

Staff Present: Theresa Whittington, Mario Treto

Others Present: Joseph Gattuso (Compass Group); Mary Pat Dorner (Compass Group); Sylvia Xim'enez (Tereneo 3634 LLC); Alan Anderson (Northwestern University); Mike Polisky (Northwestern); Zubin Kammula (Levy Premium Foodservice); Terra Westhaus (Next of Kinship); Gail Taggart (Next of Kinship); Peter O'Malley (Beer on Central); Brian O'Malley (Beer on Central); Sandeep Ghaey (Vinic Wine); Lorraine Dostal (Theo Ubique)

Presiding Member: Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:00 a.m.

NEW BUSINESS

Compass Group USA, Inc., d/b/a Chartwell’s-Norris Center, Northwestern University, 1999 Campus Drive
Joe Gattuso spoke on behalf of Compass Group’s request for a class R and class T liquor license. Compass Group is taking over the food and beverage services at Northwestern’s Chicago and Evanston campuses. These services were previously offered by Sodexo. In Evanston, Compass Group will operate as Chartwell’s at Norris Center. There will not be any daily or regular alcohol service at Norris center. Instead, the class R license will be used to host special events taking place at Chartwell’s. The class T catering license will be used to provide services for other events located on campus. Mayor Hagerty asked Compass to explain how they will monitor and prevent underage drinking. Mary Pat Dorner (catering Director) explained that NU hires only licensed bartenders and uses wristbands at events where underage guests will be in attendance. Alan Anderson of Northwestern University stated that often registries for events will have the ages of guests and wristbands issue at check in.
The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

TEREÑEO 3634 LLC d/b/a Bat 17, 1709 Bensen Ave.
Sylvia Ximénez requested consideration of a Class C (Restaurant-Liquor) license. She intends to close on the purchase of Bat 17 and would like a liquor license issued in the name of the new owner. She stated that there will not be any changes in the daily operations. The only changes will be cosmetic. Mayor Hagerty expressed his zero tolerance for underage drinking and his expectation that the business will abide by all rules and regulations. Ms. Ximénez said her family is 4th generation restaurant owners and in over 40 years in the business they have never had any issues with underage drinking.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended issuance of a liquor license to be introduced at the City Council meeting on September 17, 2018.

Northwestern University, 633 Clark street, Evanston, IL 60208
Mike Polisky requested consideration of an amendment to the class Z1 and Z2 license classes to allow sale of alcohol up to 4 hours before kickoff at NU football games. The university is looking to improve the experience of ticket holders in the hopes of retaining and growing its season ticket base. NU is offering a “game day experience” pilot program during NU football games. The intention is to offer responsible and social opportunities four hours prior to kickoff. The End Zone will feature a beer garden, food trucks, and entertainment. Wild Cat Alley will have more family-friendly activities. There will be a police presence and security at all games. Mayor Hagerty expressed a need to maintain the family friendly atmosphere and asked what other Big Ten schools do. Mr. Polisky stated that a majority of Big Ten universities sell alcohol in the stadium. This is not something they are requesting at this time. Dick Peach asked if the alcohol sales will be restricted to ticket holders. Mr. Polisky affirmed that only game ticket holders would have access to the events.

Kickoff time is set by the conference and not the University. Some of the games will have kickoff times as early as 11 am and others have yet to be determined. As currently written, one day license classes Z1 and Z2 allow for on premise sale of alcohol during the hours of 10:00 a.m. to 10:30 p.m., Sunday through Thursday, and 10:00 a.m. to 2:00 a.m., Friday through Sunday. NU seeks an amendment that would allow it to begin some of its game day events earlier than 10 am. The board agreed to amend the Z1 and Z2 license classes to allow applicants to apply for extended hours of sales. Such requests would be required to go before City Council.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

Levy Premium Foodservice Limited Partnership dba Levy at Walter Athletics Center
Zubin Kammula requested consideration of a Class T (Catering-Liquor) license on behalf of Levy Premium Foodservice. Levy Premium Foodservice is a subsidiary of Compass Group USA. Levy Premium Foodservice specializes in managing food and beverage services at athletic facilities. It is seeking a class T (catering) license in order to provide service at private alumni and booster events as well as game day events during football season.

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L3 Evanston, LLC d/b/a Next of Kinship, 1603 Orrington Avenue
Terra Westhaus spoke on behalf of Next of Kinship's request for a class T (catering) liquor license. Next of Kinship currently holds a class C restaurant liquor license and reopened in February under a new concept. It now wishes to expand into catering events offsite and offering food and alcohol. It holds similar licenses in Chicago.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended liquor license issuance to be introduced at the City Council meeting on September 17, 2018.

Vinic Wine Company d/b/a Vinic Wine Company, 1509 Chicago
Sandeep Ghaey requested consideration of an amendment to class K to allow onsite tasting of alcoholic sprits not to exceed 2.75 fluid ounces and consideration of an amendment to adjust wine container size to 6.32 fluid ounces or greater for off-site consumption. Sandeep Ghaey explained that these limits are similar to those granted to Binny's in its Class F-2 license class. He is asking that Class K be allowed the same limits.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

Beer on Central, 1930 Central St.
Peter O'Malley requested consideration of amendment to class K to remove the onsite consumption limit of beer. He feels that BASSET training will provide adequate guidance for consumption limits to avoid overserving customers. It’s a small space and it is easy to keep an eye on customers and know when to make them stop drinking. He said different businesses such as Temperance and Sketchbook (craft breweries) do not have limits on how much beer their customers can consume and he wants to offer his customers the same opportunities. Mayor Hagerty views the primary function of Beer on Central as a craft beer retailer with a tasting room. Mayor Hagerty noted that the primary function of Temperance and Sketchbook are brewers of beer. Dick Peach questioned the difference between World of Beer and Beer on Central. Mayor Hagerty pointed out that World of Beer does not sell packaged goods. Mayor Hagerty stated that the original concept presented by Beer on Central was that of a small packaged goods store with some tastings. Dick Peach noted that now it seems to want to expand from tastings into a bar. Peter O'Malley says it’s no more or less a bar than Temperance or Sketchbook. Mayor Hagerty asked how many customers Beer on Central typically has
at the bar. Peter O’Malley guessed 10-12 on weekdays and 20-24 people on weekends; at its busiest, 25-30 people. Mayor Hagerty said he needed more time to consider the request and the issue will get continued.

No action was taken. The Board recommended continuing the matter.

**Theo Ubique Cabaret Theatre, 721 Howard Street**

Lorraine Dostal requested amendments to the class U (Theatre) liquor license. Class U allows alcohol sales one hour prior to shows and during intermission in the lobby only. She explained that Theo Ubique is a cabaret dinner theater that plans to serve alcohol in the theater as part of dinner service and at a bar in the theater. Dinners will be provided by a catering service. All servers will be BASSET trained. Because the theater lacks a traditional lobby, she is requesting an amendment that eliminates the lobby requirement. She also requested an adjustment to hours of service, as alcohol will be served during the shows with dinner and not limited to before shows and during intermissions. In addition to its regular show season, the theater is interested in hosting auxiliary events such as movie sing along nights and special events as a way of earning money in between show productions. Lorraine Dostal explained that the theater does not intend to run a kitchen and would instead offer snacks during those auxiliary events. Alderman Rainey and board members expressed concern over alcohol service that did not accompany food and expressed that Theo Ubique needs to give additional thought to its business plan and food offerings with respect to the auxiliary events. It was agreed that the amendments to hours and location of service with respect to dinner theater service will get introduced to City Council and that Theo Ubique will need to rework its business plan with respect to food service during its auxiliary events.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The Board recommended an amendment to be introduced at the City Council meeting on September 17, 2018.

**ADJOURNMENT**

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 12:43 a.m. August 29, 2018.

Respectfully Submitted,

Theresa Whittington
Liquor Licensing Manager, Legal Department
For City Council meeting of September 17, 2018  
Item A33
Ordinance 101-O-18 Amending Class U Permitted Hours of Alcoholic Liquor Sale and Eliminating the Restriction of Alcohol Sale to the Theater Lobby
For Introduction and Action

Memorandum

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

From: Mario Treto, Jr., Deputy City Attorney
Theresa Whittington, Liquor Licensing Manager/Legal Analyst

Subject: Ordinance 101-O-18, Amending the Class U Liquor License Permitted Hours of Sale of Alcoholic Liquor and Eliminating the Restriction of the Sale of Alcohol to the Lobby

Date: September 17, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 101-O-18, amending Evanston City Code Subsection 3-4-6-(U) to amend the permitted hours of sale of alcoholic liquor and eliminating the restriction of the sale of alcohol to the lobby. 
Staff recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council meeting.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 101-O-18 will permit Class U license holders to expand their permitted hours of alcohol sale. Currently, Class U licensees may sell alcoholic liquor one hour prior to any performance and during intermission. This Ordinance will permit Class U licensees to sell alcoholic liquor two hours prior to any performance, during intermission, and two hours after the end of any performance. Ordinance 101-O-18 also eliminates the restriction of alcohol sale to the theater lobby section as Theo Ubique Theatre does not have a lobby section.

Theo Ubique Theatre d/b/a Theo Ubique Cabaret Theatre, 721 Howard Street (“Company”) requested the amendment. Company representatives Lorraine Dostal attended the liquor board meeting.

Legislative History:
At the August 29, 2018 Liquor Control Review Board meeting, Company requested consideration of amending the permitted hours of alcohol sale and removal of the restriction to selling alcohol only in the theater lobby for Class U.
Attachments:
Ordinance 101-O-18
Minutes of the August 29, 2018 Liquor Control Review Board meeting
AN ORDINANCE

Amending City Code Section 3-4-6-(U), Amending the Class U Liquor License Permitted Hours of Sale of Alcoholic Liquor and Eliminating the Restriction of the Sale of Alcohol to the Lobby

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

SECTION 1: Class U of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>U</th>
<th>Theater</th>
<th>Liquor</th>
<th>None</th>
<th>$500</th>
<th>$500</th>
<th>1</th>
<th>Not in Public Buildings</th>
<th>24 hours before performance, during and at intermission, and 2 hours after performance</th>
</tr>
</thead>
</table>

SECTION 2: Subsection 3-4-6-(U) of the Evanston City Code of 2012, as amended, is hereby further amended to allow Class U liquor licenses the sale of alcoholic liquor to read as follows:

(U) Class U licenses, which shall authorize the sale of alcoholic liquor for consumption on the premises where served, limited to patrons of a theater presenting live stage performances during a period limited to two (2) one (1) hours prior to the start of the performance, and during intermission(s), and two (2) hours after the end of the performance; provided, that sales and consumption are restricted to lobby areas. The sale of alcoholic liquor is prohibited in theaters located in public buildings.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.
The annual single payment fee for initial issuance or renewal of such license shall be five hundred dollars ($500.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be five hundred twenty-five dollars ($525.00).

No more than one (1) such license(s) shall be in force at any one (1) time.

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

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018        Approved:

Adopted: _________________, 2018        _________________, 2018

________________________________________
Stephen H. Hagerty, Mayor
Attest: 

Devon Reid, City Clerk

Approved as to form:

Michelle L. Masoncup, Corporation Counsel
MINUTES

Liquor Control Board
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**ADJOURNMENT**

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 12:43 a.m. August 29, 2018.

Respectfully Submitted,

Theresa Whittington
Liquor Licensing Manager, Legal Department
Memorandum

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

From: David Stoneback, Public Works Agency Director
       Edgar Cano, Public Services Bureau Chief

Subject: Ordinance 100-O-18, Proposed Modifications to City Code Section 10-11-6, Schedule VI; Snow Routes and Snow Emergency Regulations Contained in Section 10-4-13

Date: September 7, 2018

Recommended Action:
Staff recommends that City Council adopt Ordinance 100-O-18, amending City Code 10-4-13 (C), Snow Emergency, and the designated Snow Routes in Section 10-11-6, Schedule VI. The majority of the proposed modifications will make the City Code consistent with the current snow route map, existing snow route sign postings and staff’s current operations during snow events thereby improving snow removal operations and towing/parking bans associated with declared snow emergencies.

Livability Benefits:
Built Environment - Enhance Public Spaces
Health And Safety - Improve Emergency Prevention and Response

Background:
Parked cars are a constant obstacle for plow operators to navigate around and can prevent City crews from providing an efficient and quality job when keeping our roads safe and clear of snow and ice. In Evanston, where on-street parking is a necessity, snow parking restrictions in the form of snow route parking bans and snow emergencies facilitate snow and ice operations and allow for efficient cleanup. These restrictions are outlined in City Code Section 10-4-13.

The declaration of a snow emergency prohibits parking on the even side of streets on even dates and on the odd side of the streets on odd dates on all residential streets posted for alternate side parking between the hours of 8:00 A.M. and 6:00 P.M. Once declared, the parking restriction is in effect for two days to allow for the clearing of both sides of the street while allowing vehicles to be parked on the alternate side and along snow routes, outside of snow route parking restriction conditions and hours.
Any vehicles that do not comply with the restrictions are subject to parking fines and/or towing. Towing in this operation includes the relocation of vehicles parked in violation of the restrictions. Towing contractors move the vehicles while the block is cleared, typically relocating them within one block of the vehicles original location.

In the past, the City has had a difficult time clearing streets of snow from curb to curb at many locations, mainly due to parked vehicles and noncompliance to snow related parking restrictions. Non-compliance prevents personnel from clearing along parking lanes and in some cases prevents equipment from accessing and traveling down a stretch of road since people tend to park further from curb lines during and following snow events. This is especially true when several inches of snow accumulation are present making it difficult to locate the curb. As cars are parked further from the curb and into the driving lane, it results in narrowing of the street and makes it less accessible for snow and ice personnel, first responders/emergency vehicles, and the motoring public in general to travel down streets.

**Snow Emergency Discussion:**
Currently, City Code Section 10-4-13(C), reads, “a snow emergency is hereby declared to be in effect at eight o’clock (8:00) A.M. following the accumulation of four inches (4”) of snow within a twenty four (24) hour period, or may be declared by the City Manager, or his/her designee, and shall remain in effect until six o’clock (6:00) P.M. the following day, a period of thirty four (34) hours. A snow emergency may be extended by the City Manager, or his/her designee, should conditions warrant.”

Staff recommends removing, “within a 24 hour period” from the ordinance, allowing a snow emergency to be declared after four (4) inches of accumulation regardless of a time frame. This would assist snow and ice operations if and when separate storms separated by more than 24 hours were to bring more than 4 inches of snow. For instance, if a winter storm occurring on Monday was to bring 3 inches of snow along with cold temperatures, followed by a storm on Wednesday bringing another 3 inches of snow while still experiencing low temperatures, you could potentially have 6 inches of snow in parking lanes with little to no melting. The same is true if we experience four or more consecutive days of snowfall of around 1 inch per day. This snow could then compact and turn to ice making it more difficult to remove. In addition, with increased accumulation comes increased snow and ice operation hours. The more snow on the ground the more difficult it becomes for materials and equipment to remove. This leads to additional resources such as increased salt usage and increased man hours for snow and ice plow operators as well as for towing operations personnel such as police, parking enforcement officers, and tow companies.

**Snow Route Discussion:**
The proposed revisions to the Snow Route Schedule are shown in the proposed Ordinance.

These revisions fall into several categories:
- Clarifying starting and ending points
- Modifying the snow route schedule to match what is currently posted
- Adding new snow route locations
• Removing streets that are currently posted as residential for sweeping and snow removal and / or no longer exist.

Clarifying starting and ending points
An example for the need to clarify starting and ending points on a street is Sheridan Road. The current code lists Sheridan Road as a snow route without any starting or ending point. Sheridan Road is not continuous through the City; it is located from the north city limit to Greenwood Street, and from Burnham Place to Howard Street. Sheridan Road from Forest Place to Greenwood Street is not a snow route and should not be listed as such in the City Code. By adding starting and ending points for all streets, this confusion is resolved.

Modifying the snow route to match what is currently posted
An example of this type of modification is on Dempster Street where the City Code currently indicates a snow route from the west city limit to Forest Avenue. The proposed revision would indicate Dempster Street as a snow route from the west city limit to the alley east of Chicago Avenue. This proposed modification conforms to what is currently shown on the snow route map and with how snow route signs are currently posted on the street.

Adding new snow route locations
The table below indicates the streets where staff recommends adding snow routes. As indicated in the table, Harrison and Lincoln are already on the snow route map and have appropriate signs posted. Greenleaf and Pitner are already posted as snow routes, but will be added to the snow route map and City Code.

<table>
<thead>
<tr>
<th>Street/Location</th>
<th>Streets Recommended for Addition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greenleaf Street</td>
<td>West from its intersection with Dodge Avenue to its intersection with Pitner Avenue (update map, no need to update postings)</td>
</tr>
<tr>
<td>Harrison Street</td>
<td>West from its intersection with Crawford Avenue to its intersection with Greeley Avenue (no need to update map or postings, used to be state route)</td>
</tr>
<tr>
<td>Lincoln Street</td>
<td>West from its intersection with Green Bay Road to its intersection with Hartrey Avenue (no need to update map or postings)</td>
</tr>
<tr>
<td>Pitner Avenue</td>
<td>South from its intersection with Greenleaf Street to its intersection with Main Street (update map, no need to update postings)</td>
</tr>
</tbody>
</table>

Removing streets that are currently posted as residential for sweeping and snow removal and / or no longer exist.

<table>
<thead>
<tr>
<th>Street/Location</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Foster Street</td>
<td>East from its intersection with Ridge Avenue to its intersection with Sherman Avenue (no need to update map or postings)</td>
</tr>
</tbody>
</table>
Keeney Street  | West from its intersection with Sheridan Road to its intersection with Michigan Avenue (no need to update map or postings)
--- | ---
South Boulevard  | East from its intersection with Chicago to its intersection with Sheridan Road (no need to update map or postings)
Railroad Avenue  | North from its intersection with Davis Street to its intersection with Church Street (street no longer exists at this location)

Foster, Keeney and South Boulevard are already posted as residential but are currently shown in the City Code as a snow route. Railroad Avenue between Davis and Church was eliminated when the development at 909 Davis Street occurred. Staff is therefore recommending that these streets be removed from the snow route schedule listed in the Code.

**Snow Route Sign Posting Modifications**
Currently the majority of the posted signs along the snow routes reflect the information in the proposed revisions. Any areas which require updates in the form of sign additions, corrections, or removal, are minimal and should not require additional funding. Required sign posting addition and removal changes are as follows:

<table>
<thead>
<tr>
<th>Street/Location</th>
<th>Description of Posting Updates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benson Avenue</td>
<td>Add snow route signs from Emerson Street south to Elgin Road</td>
</tr>
<tr>
<td>Green Bay Road</td>
<td>Add snow route signs north of McCormick Avenue, west side of street next to Kingsley school (already in ordinance, sign is just missing)</td>
</tr>
<tr>
<td>Elmwood Avenue</td>
<td>Add snow route signs from Davis Street south to Grove Street (already in ordinance, sign is just missing)</td>
</tr>
<tr>
<td>Greenleaf Street</td>
<td>Remove postings from Dodge Avenue east to Sherman Avenue</td>
</tr>
<tr>
<td>Maple Avenue</td>
<td>Add snow route signs from Emerson Street south to University Place (already in ordinance sign is just missing)</td>
</tr>
<tr>
<td>Ridge Avenue</td>
<td>Change current snow emergency signs from Central Street south to Colfax Street to snow route signs, only on west side of street (already in ordinance, sign is just missing)</td>
</tr>
<tr>
<td>Orrington Avenue</td>
<td>Add one sign on east side of street south of Church Street (already in ordinance, sign is just missing)</td>
</tr>
</tbody>
</table>

**Snow Route Map Modifications**
Attached is a proposed snow route map that indicates the modifications recommended by staff in blue. No other modifications are recommended as areas shown in red on the map are already posted and treated as a snow route.
Legislative History:
Proposed modifications to the City Code in regards to snow emergencies and the snow routes were discussed at the Administration & Public Works meeting of August 13, 2018.

Attachments:
Ordinance 100-O-18
Map showing proposed Snow Routes Additions
AN ORDINANCE

AN ORDINANCE ESTABLISHING PROPOSED MODIFICATIONS TO CITY CODE SECTION 10-11-6 - SCHEDULE VI; SNOW ROUTES AND SNOW EMERGENCY REGULATIONS CONTAINED IN SECTION 10-4-13

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

SECTION 1: Section 10-11-6, Schedule VI, “Snow Routes” of the Evanston City Code of 2012, as amended, is hereby amended as follows:

(A) SNOW ROUTES: Those streets and public thoroughfares running in a general easterly and westerly direction:

<table>
<thead>
<tr>
<th>Bridge Street</th>
<th>Southeast from its intersection with Payne Street to its intersection with Simpson Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burnham Place</td>
<td>East from its intersection with Forest Avenue to its intersection with Sheridan Road</td>
</tr>
<tr>
<td>Central Street</td>
<td>East from its intersection with Gross Point Road to its intersection with Sheridan Road</td>
</tr>
<tr>
<td>Church Street</td>
<td>East from the west City limits to its intersection with Chicago Avenue</td>
</tr>
<tr>
<td>Clark Street</td>
<td>Southeast from its intersection with Orrington Avenue to its intersection with Chicago Avenue</td>
</tr>
<tr>
<td>Clark Street</td>
<td>East from its intersection with Benson Avenue Maple Avenue to its intersection with Orrington Avenue</td>
</tr>
<tr>
<td>Clark Street</td>
<td>East from intersection with Ridge Avenue to its intersection with Forest Avenue Oak Avenue</td>
</tr>
<tr>
<td>Davis Street</td>
<td>East from its intersection with Asbury Avenue to its intersection with Chicago Avenue Hinman Avenue</td>
</tr>
<tr>
<td>Dempster Avenue</td>
<td>East from the west City limits to its intersection with Forest Avenue the first alley east of Chicago Avenue</td>
</tr>
<tr>
<td>Elgin Road</td>
<td>East from its intersection with Simpson Street to its intersection with McCormick Boulevard; Southeast from its intersection with Emerson Street to its intersection with Orrington Avenue</td>
</tr>
<tr>
<td>Emerson</td>
<td>East from its intersection with McCormick Boulevard to its...</td>
</tr>
<tr>
<td>Street</td>
<td>Intersection Details</td>
</tr>
<tr>
<td>-----------------</td>
<td>--------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Foster Street</td>
<td>East from its intersection with Ridge Avenue to its intersection with Sherman Avenue</td>
</tr>
<tr>
<td>Grant Street</td>
<td>East from its intersection with Crawford Avenue to its intersection with McCormick Boulevard Prairie Avenue</td>
</tr>
<tr>
<td>Greenleaf Street</td>
<td>East from its intersection with Pitner Avenue to its intersection with Dodge Avenue</td>
</tr>
<tr>
<td>Greenwood Street</td>
<td>West from its intersection with Chicago Avenue to its intersection with Sherman Avenue</td>
</tr>
<tr>
<td>Grove Street</td>
<td>East from its intersection with Maple Avenue to its intersection with Chicago Avenue</td>
</tr>
<tr>
<td>Harrison Street</td>
<td>East from its intersection with Greeley Avenue to its intersection with Crawford Avenue</td>
</tr>
<tr>
<td>Howard Street</td>
<td>East from the west City limits to east City limits</td>
</tr>
<tr>
<td>Keeney Street</td>
<td>West from its intersection with Sheridan Road to its intersection with Michigan Avenue</td>
</tr>
<tr>
<td>Keeney Street</td>
<td>East from its intersection with Michigan Avenue to its intersection with Sheridan Road</td>
</tr>
<tr>
<td>Lake Street</td>
<td>East from its intersection with Asbury Avenue to its intersection with Chicago Avenue</td>
</tr>
<tr>
<td>Lincoln Avenue</td>
<td>East from its intersection with Hartrey Avenue to its intersection with Green Bay Road</td>
</tr>
<tr>
<td>Main Street</td>
<td>East from the west City limits to its intersection to Sheridan Road</td>
</tr>
<tr>
<td>Oakton Street</td>
<td>East from the west City limits to its intersection with Chicago Avenue</td>
</tr>
<tr>
<td>Simpson Street</td>
<td>East from its intersection with Crawford Avenue to its intersection with Elgin Road; and east of its intersection with McCormick Boulevard Bridge Street to its intersection with Green Bay Road</td>
</tr>
<tr>
<td>South Boulevard</td>
<td>East from its intersection with Chicago Avenue to its intersection with Sheridan Road</td>
</tr>
<tr>
<td>South Boulevard</td>
<td>East from its intersection with Callan Avenue to its intersection with Chicago Avenue</td>
</tr>
</tbody>
</table>

(B) SNOW ROUTES: Those streets and public thoroughfares running in a general northerly and southerly direction

**SCHEDULE VI (B): SNOW ROUTES**

<table>
<thead>
<tr>
<th>Street</th>
<th>Intersection Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbury Avenue</td>
<td>South from its intersection with Green Bay Road to Howard Street</td>
</tr>
<tr>
<td>Benson Avenue</td>
<td>North from its intersection with Davis Street to its intersection with Elgin Road Emerson Street</td>
</tr>
<tr>
<td>Callan</td>
<td>North from its intersection with Oakton Avenue to its intersection</td>
</tr>
<tr>
<td>Avenue</td>
<td>with South Boulevard</td>
</tr>
<tr>
<td>------------------------</td>
<td>---------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Central Park Avenue</td>
<td>North from its intersection with Simpson Avenue to its intersection with Isabella Avenue</td>
</tr>
<tr>
<td>Chicago Avenue</td>
<td>North from its intersection with Howard Street to its intersection with Sheridan Road</td>
</tr>
<tr>
<td>Crawford Avenue</td>
<td>North from its intersection with Simpson Street to its intersection with Glenview Road</td>
</tr>
<tr>
<td>Dodge Avenue</td>
<td>South from its intersection with Simpson Street to Howard Street</td>
</tr>
<tr>
<td>Elmwood Avenue</td>
<td>South North from its intersection with Grove Street to its intersection with Davis Street</td>
</tr>
<tr>
<td>Forest Avenue</td>
<td>South from its intersection with Church Street Davis Street to Main Street</td>
</tr>
<tr>
<td>Forest Place</td>
<td>North from its intersection with Davis Street to its intersection with Church Street</td>
</tr>
<tr>
<td>Green Bay Road</td>
<td>North from its intersection with Ridge Avenue to its intersection with Isabella</td>
</tr>
<tr>
<td>Grey Avenue</td>
<td>North from its intersection with McCormick Boulevard Bridge Street to its intersection with Grant Street</td>
</tr>
<tr>
<td>Gross Point Road</td>
<td>North from its intersection with Harrison Street to the north City limits</td>
</tr>
<tr>
<td>McCormick Blvd</td>
<td>Northeast from its intersection with Emerson Street to its intersection with Green Bay Road</td>
</tr>
<tr>
<td>McDaniel Avenue</td>
<td>North from its intersection with Simpson Street Elgin Road to its intersection with Isabella Street</td>
</tr>
<tr>
<td>Maple Avenue</td>
<td>North from its intersection with Grove Street to its intersection with Emerson Street; and north from its intersection with Church Street to its intersection with Emerson</td>
</tr>
<tr>
<td>Oak Avenue</td>
<td>North from its intersection with Davis Street to its intersection with Clark Street</td>
</tr>
<tr>
<td>Orrington Avenue</td>
<td>North from its intersection with Davis Street to its intersection with Clark Street</td>
</tr>
<tr>
<td>Pitzer Avenue</td>
<td>North from its intersection with Main Street to its intersection with Greenleaf Street</td>
</tr>
<tr>
<td>Prairie Avenue</td>
<td>North from its intersection with McCormick Boulevard to its intersection with Grant Street</td>
</tr>
<tr>
<td>Railroad Avenue</td>
<td>North from its intersection with Davis Street to its intersection with Church Street</td>
</tr>
<tr>
<td>Ridge Avenue</td>
<td>North from its intersection with Howard Street to its intersection with Sheridan Road</td>
</tr>
<tr>
<td>Sheridan Road Avenue</td>
<td>North from its intersection with Forest Place to north City limits</td>
</tr>
<tr>
<td>Sheridan Road</td>
<td>North from south City limits to its intersection with Burnham Place</td>
</tr>
<tr>
<td>Sherman Avenue</td>
<td>North from its intersection with Clark Street to its intersection with Emerson Street</td>
</tr>
<tr>
<td>Sherman Avenue North from its intersection with Greenwood Street to its intersection with Clark Street</td>
<td></td>
</tr>
</tbody>
</table>

**SECTION 2:** Section 10-4-13, “Snow Emergency; Snow Route Parking Ban; Other Regulations” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

10-4-13. – SNOW EMERGENCY; SNOW ROUTE PARKING BAN; OTHER REGULATIONS.

(A) *Snow Route Parking Ban.* A snow route parking ban is hereby declared to be in effect at eleven o’clock (11:00) P.M. following the accumulation of two inches (2") of snow within a twenty four (24) hour period, or may be declared by the City Manager, or his/her designee, and shall remain in effect until six o’clock (6:00) A.M. the following day.

(B) *Snow Routes Designated.* To facilitate the removal of snow and to assure the regular flow of traffic during and after snowfalls, the streets and public thoroughfares designated in Section 10-11-6, Schedule VI of this Title, are declared to be snow routes.

(C) *Snow Emergency.* A snow emergency is hereby declared to be in effect at eight o’clock (8:00) A.M. following the accumulation of four inches (4") of snow within a twenty four (24) hour period, or may be declared by the City Manager, or his/her designee, and shall remain in effect until six o’clock (6:00) P.M. the following day, a period of thirty four (34) hours. A snow emergency may be extended by the City Manager, or his/her designee, should conditions warrant.

**SECTION 3:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and will be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

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

**SECTION 5:** This ordinance will be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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

Introduced: ________________, 2018
Adopted: ________________, 2018

Approved: ___________________, 2018

______________________________
Stephen H. Hagerty, Mayor

Attest: ________________________
Devon Reid, City Clerk

Approved as to form:

______________________________
Michelle L. Masoncup, Corporation Counsel
This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.
Memorandum

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

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

Subject: Ordinance 40-O-17, Amending City Code Section 7-12-4-2,
         Lead Service Line Replacement Program

Date: September 4, 2018

Recommended Action:
Staff recommends that City Council adopt Ordinance 40-O-17, amending City Code
Section 7-12-4-2, Installation and Maintenance of Service Pipe from Tap to Fixtures.
The proposed amendment would promote the replacement of lead water service lines
by residential property owners. Ordinance 40-O-17 was introduced on April 24, 2017 but
never returned to City Council for adoption. Staff was not aware the Ordinance was
never adopted and has been offering loans to property owner on streets where water
mains are being replaced since 2017.

Funding Source:
Funding for the lead water service abatement program would be from the Water Fund
reserves and transferred to account 510.40.4225.62410 as needed as loans are issued.

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

Summary:
For over ten-years the City has offered a non-codified lead water service line
replacement program whereby the City would share the cost of replacing a lead water
service line with property owners. Under this program, the property owner must replace
the portion of the water service from their home to the valve located in the parkway at
their own expense. Once this work is completed, the City will replace the portion of the
water service from the parkway to the water main located in the street at no expense to
the property owner. During 2016 five property owners took advantage of this program
for the first time since its inception and there are currently 2 requests scheduled for
2017. Please note that this program is only for the replacement of a lead water service, and as such the new water service must be the same size as the existing water service. If the property owner increases the size of the water service, they are then responsible to replace the entire length of the water service (from the home to the water main) as this is considered a service line up-grade rather than a lead service line replacement. The recommended amendment to City Code Section 7-12-4-2 would officially codify this lead water service line abatement strategy presently made available to property owners if approved.

In addition to the aforementioned lead abatement strategy this recommended amendment would also include an additional lead water service line replacement program in conjunction with the City’s annual water main replacement program. As part of the City’s water main replacement program, the City will replace the water main and the City owned portion of the water service line from the water main to the service valve located in the parkway. This replacement will be done at the City’s expense. The portion of the water service line from the building to the service valve in the parkway is owned by and the sole responsibility of the property owner.

In an effort to encourage and incentivize the replacement of the property owner’s portion of the water service line; the City may offer a loan to the property owner for the replacement of his/her individual lead water service line. The loan may be provided at the residential property owner’s request.

This loan will have a one-time service fee of $50.00, and this fee will apply to each loan. The loan funding will be disbursed from the City’s Water Fund. The money loaned for replacement of the lead service pipe will not exceed four thousand eight hundred dollars ($4,800.00) and will be payable back to the City over a forty-eight (48) month period. The loan repayment will be charged as a one hundred ($100) dollar per month ($200 every two months) charge that will appear on the property owner’s bi-monthly City water utility bill. The first billing statement of the repayment period will include the one-time service fee of $50.00, in addition to the $200 loan repayment amount. All loan repayment amounts or loan service fees are in addition to all other regular City utility bill charges.

Other communities that have similar lead water service line replacement programs are the Village of Oak Park, the City of Cincinnati, the City of Madison (Wisconsin), and the Boston Water and Sewer Commission.

Legislative History:
Ordinance was approved at Administration & Public Works meeting of April 24, 2017 and by City Council for Introduction on April 24, 2017.

Attachments:
Ordinance 40-O-17
40-O-17

AN ORDINANCE

Amending City Code Section 7-12-4-2

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

SECTION 1: Legislative Statement. At the time of the adoption of this ordinance, the City Council determined that a voluntary shared program to replace lead water service lines in the City is a prudent step to improve the safety and durability of water distribution infrastructure. The voluntary program will be reasonably implemented on a cost share, or loan basis, as the case maybe, with an affected residential property owner.

SECTION 2: Section 7-12-4-2 “Installation and Maintenance of Service Pipe From Tap to Fixtures,” of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

7-12-4-2. - INSTALLATION AND MAINTENANCE OF SERVICE PIPE FROM TAP TO FIXTURES.

(A) Service Pipe Requirements.

1. Every person desiring to be supplied with water from the City water system shall, at his/her own cost and expense, lay the service pipe from the tap in the main to the fixtures or outlets he/she desires supplied.

2. No such service pipe hereafter laid shall be less than one (1) inch in diameter between the main and the shutoff box, and from the shutoff box to the water meter.

3. The owner of the premises supplied with water shall keep the service pipe in repair from the service valve located in the shutoff box to the outlets, including all fixtures supplied through such pipe, at his/her expense.
(B) Notice To Repair. If any such person shall permit any such pipe after the service valve to become broken or out of repair so that the water is wasted thereby, the City Manager, or his/her designees may, after two (2) days' notice in writing to such person to repair such pipe, turn off the water from such premises. Whenever the water is so turned off, it shall not be turned on again until the pipe and appurtenances on such premises, or in the buildings thereon, have been placed in proper repair. The notice herein provided for may be served by personal service upon the owner or by mailing such notice to the person in possession, charge or control.

(C) Voluntary Lead Service Line Replacement Program.

1. The City offers a program where it may share the cost of replacing a lead service line with residential property owners. The residential property owner must first replace the water service line running from his/her home to the valve located in the parkway. This work must be done by the homeowner at his/her expense. Once this work is satisfactorily completed, the City will replace the water service line running from the connection point in the parkway to the connection at the water main located in the street.

2. This voluntary program will only replace a lead water service line. All new water service lines must be the exact size as the existing water service lines.

3. If the property owner increases the size of the water service, they can only do so at his/her sole expense, and are responsible for the quality of the work performed. A property owner increasing/upgrading the size must replace the entire length of the water service line running and connecting from the home to the water main.

4. The property owner must hire a licensed plumber to perform the water service line replacement between the house and the parkway valve. The City will not be responsible for the means and methods of any of the residential property owner's work, or the work done by the owner's agents/contractors.

5. The property owner's plumber must obtain a permit from the City's Community Development Department prior to performing the work. As part of the permit application, the plumber must indicate that it will replace the shutoff valve (curbstop and B-box) located in the parkway. Once the property owner’s portion of the water service line and shutoff valve is replaced, the City will schedule the replacement of the lead water service connecting from the valve in the parkway to the water main. Completion of the work depends upon the operational needs of the City and other work performed by the City's water distribution employees.

(D) Lead Service Line Replacement Program and Annual Water Main Replacement Program.

1. As part of the City's water main replacement program, the City will replace the portion of the water service pipe from the water main to the service valve. This replacement will be done at the City's expense. If City's water main replacement project occurs on the residential property owner's block, and...
his/her water service line is lead and connects to the water main being replaced, the City may offer a loan to the property owner for the replacement of his/her individual lead water service pipe. The loan may be provided at the residential property owner’s request.

2. This loan will have a one-time service fee of $50.00, and this fee will apply to each loan. The loan funding will disburse from the City’s Water Fund. The money loaned for replacement of the lead service pipe will not exceed four thousand eight hundred dollars ($4,800.00) and will be payable back to the City over a forty-eight (48) month period.

3. The loan repayment will be charged as a one hundred ($100) dollar per month ($200 every two months) charge that will appear on the property owners bi-monthly City water utility bill. The first billing statement of the repayment period will include the one-time service of $50.00, in addition to the $200 loan repayment amount. All loan repayment amounts or loan service fees are in addition to all other regular City utility bill charges.

4. The property owner must hire a licensed plumber to satisfactorily perform and complete the water service pipe replacement between the house and the parkway. The selected plumber must obtain a permit from the City’s Community Development Department prior to performing the work. The City will not be responsible for the means and methods of any of the residential property owner’s work, or the work done by the owner’s agents/contractors.

5. To be eligible for loan consideration under this subsection, a residential property owner must be current in paying any utility charges owed to the City. The property must have an operable AMR water meter. If a property owner fails to repay the loan balance, the City reserves the right to terminate water service, or take other actions as provided for under the City Code or state law.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity will not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.
SECTION 4: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and will be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois. Nothing in this Ordinance abridges, negates, or limits, the City’s immunities under state law, including but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/et seq. The City will exercise reasonable care in implementing this ordinance.

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

Introduced: April 24, 2017

Adopted: ________________, 2018

Approved: ________________, 2018

_____________________________________
Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

_____________________________________
City Clerk

Michelle Masoncup, Corporation Counsel
Memorandum

To: Administration and Public Works Committee
From: Kimberly Richardson, Deputy City Manager
Subject: Eruv District Expansion
Date: September 17, 2018

An eruv is a boundary that allows observant Jews to carry needed things in public on the Jewish Sabbath and Holy Days. On these days all activities associated with work are prohibited. The prohibition against carrying includes house keys, prayer books, canes or walkers, and even children who cannot walk on their own. Through the means of an eruv, communities are able to turn a large area into a large private domain, in which items may be carried. The eruv can be comprised of a series of pre-existing structures (walls, fences, electrical poles and wires) and/or structures created expressly for the eruv, often a wire mounted on poles.

The City’s Public Works Agency, Parks, Recreation and Community Services Department and City Manager’s Office staff met with representatives of the Evanston Jewish community regarding a proposal to expand the City’s eruv. The original eruv was approved by the City Council in 1992 (43-R-92, attached), but only encompasses the following geographical area “the right-of-way of Custer Avenue, Ridge Avenue and Asbury Avenue at the South right-of-way line of the Chicago Transit Authority’s Skokie Swift right-of-way, and at Dodge Avenue.” A community meeting was held in February 2018 to discuss the plan to expand the eruv with the public (map and photos of expansion are attached). Locations in green currently exist (mostly along southern and western boundaries of City) and locations in pink/purple would need structures to be added (mostly north and east boundaries). All installations, improvements, and maintenance would be at expense of Jewish community committee working on the project.

There are two areas staff is concerned about this project. The first is the addition of telephone poles along the lakefront, as that area is in the Lakefront historic district and requires review by the Preservation Commission (Vicinity map attached). The second area of concern is that the request proposes the creation and reinforcement of an existing fence at the former Dog Beach, Greenwood St. Beach and South Blvd. Beach.

Community members seek City Council’s direction on the proposed eruv district expansion.
A RESOLUTION

Establishing a ERUV District within the City of Evanston

WHEREAS, Orthodox Jewish law forbids carrying on the Sabbath, except when done within an enclosed area; and

WHEREAS, in the furtherance of Jewish religious tradition, in order to enable increased observance of the Sabbath, the Chicago ERUV, Inc. have requested the establishment of an ERUV, a ritual neighborhood enclosure; and

WHEREAS, an Eruv is symbolic in nature and does not contravene any federal, state, or local law, and will not violate any existing property rights; and

WHEREAS, Eruv districts have been used for 2,500 years by countless communities including ancient Israel, Eastern European centers of Judaism such as Warsaw, Lvov, and Vilna, and present-day cities which include Paris, Jerusalem, New York, Baltimore and Skokie; and

WHEREAS, establishment of the proposed ERUV District would necessitate the placement of wires across the right-of-way of Custer Avenue, Ridge Avenue and Asbury Avenue at the south right-of-way line of the Chicago Transit Authority's Skokie Swift right-of-way and by the placement adjacent to the right-of-way of the aforementioned city street rights-of-way and at Dodge Avenue, the necessary hardware affixed to the existing cyclone fences to complete the requirements of an ERUV; and

1
WHEREAS, Agreements are being entered into by and
between the Chicago ERUV, Inc., and all necessary parties for the
installation and maintenance of an ERUV; and

WHEREAS, the Mayor and City Council of the City of
Evanston deem it to be in the public interest that an ERUV
District be established; and

WHEREAS, an ERUV District is no detriment to the rights
and general welfare of other members of the public;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF
EVANSTON, COOK COUNTY, ILLINOIS, does hereby proclaim that, the
City of Evanston is an ERUV District for the purposes stated
hereinabove, and the City Council does further grant to the
Chicago ERUV District permission to install the necessary wires,
poles and hardware to establish and ERUV in the following
geographical area:

the right-of-way of Custer Avenue, Ridge Avenue and
Asbury Avenue at the South right-of-way line of the
Chicago Transit Authority's Skokie Swift right-of-
way, and at Dodge Avenue.

Be it further proclaimed that the City of Evanston
grants to the Chicago ERUV District the rights requested in order
to define the Sabbath bounds for the purpose for "carrying" on
Sabbath and other Jewish holy days, in accordance with Jewish
religion and Torah laws at a rental of ONE DOLLAR ($1.00) in hand
paid and said rental shall be for a period of ninety-nine years,
however, nothing shall prohibit the City or any utility from
moving, burying, modifying any poles, structures or appurtenances
affecting the ERUV.
SECTION 1: That the City Manager is hereby authorized and directed to negotiate and sign, and the City Clerk is hereby authorized to attest on behalf of the City of Evanston any agreement necessary to establish the ERUUV District as described herein above.

SECTION 2: This Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

[Signatures]

ATTEST:  

[Signature]

City Clerk

Adopted: [Date], 1992
Proposed Eruv

Eruv structures
- Existing structure
- Reinforce existing fence
- Aerial wire
- U-guard installation
- Main Road
- Local Street
- Railroad
- Water
- City Boundary

Structures shown on this map are not from the original data sources but were compiled from PDFs submitted to the City of Evanston. Please see disclaimer below.

This map is provided "as is" without warranties of any kind. See [www.cityofevanston.org/mapdisclaimers.html](http://www.cityofevanston.org/mapdisclaimers.html) for more information.
1. Custer bridge over CTA R.O.W. — existing poles and cable

2. Ridge bridge over CTA R.O.W. — existing poles and cable
3. Asbury bridge over CTA R.O.W. – existing poles and cable

4. Dodge at CTA R.O.W. – existing channel and cable
5. Oakton and North Shore Channel – existing poles and cable

6. Main and North Shore Channel – existing poles and cable
7. Dempster and North Shore Channel – existing poles and cable

8. Church and North Shore Channel – existing poles and cable
Emerson and North Shore Channel – proposed installation of aerial cable between existing poles

Similar installation:
Proposed installation of 4" black square 20' high tubes, on both sides of bridge, to match color and style of existing fence, with aerial cable between tops of tubes.
Proposed installation utility poles and aerial cable.

Foot bridge in golf course north of Greenbay rd and Metra tracks

proposed installation of 4” square 20 foot high iron tubing (similar to existing railings), with aerial cable attached to the tops.
13 Lincoln ave and North Shore Channel

Replace damaged fence posts with 20’ high galvanized pipe and attach aerial wire between top of posts.

14 Central ave and North Shore Channel

Extend aerial wire between existing light poles, and install 40” steel plate directly plumb below wire.

Similar existing installation:
Girard and Evanston Hospital proposed installation

Install 20' pole with aerial wire between pole and south west corner of hospital building

Isabella - Typical U-guard installation under existing cables.

Existing U-guard installation at Isabella – eruv U-guard will match existing
Install 20' pole on north side of Ingleside approximately equidistant between existing utility poles to the east and west, and install aerial cable from existing utility poles to top of new pole.
Northwestern University Sailing Center and beach proposed installation

Install aerial cable between tops of existing light posts

Install 6" wide channel centered under cable (see detail)

Install light pole to match existing

PROPOSED STEEL CHANNEL BOLTED TO ADJUSTABLE BRACKETS
EX FENCE WIRES
PR FENCE WIRES
20 Clark St Beach and Centennial Park

- Install 20' black pole and install cable between new pole and existing
- Install reinforced snow fence
- Install aerial cable between existing poles

A
Reinforced snow fence to be suspended between 5' high fence posts. Posts should be spaced 7.5' apart, and should be fitted with 3/32" galvanized cables at the top and 3.5' above grade.
Arrington Lakefront Lagoon and Dawes Park

- Install 30' square tube to match existing light poles
- Install aerial cable between installed tube and between the two existing 30' light poles
- Reinforce existing snow fence
- Reinforce existing snow fence
Reinforce section of snow fence between light pole and new dog beach gate

Reinforce section of snow fence on east side of Dawes park (damaged sections to be replaced)
Greenwood St Beach and Dempster Launch Facility

- Install aerial cable from proposed pole to existing & between existing
- Install 20' black pole
- Extend black chain link fence between existing chain link fence and light pole
Install two 20' high poles, one at each end of the beach, and install aerial cable between the tops of new poles and the existing light poles between them.
Proposed pole shown at the corner where existing snow fence meets existing wrought iron fence, at the south end of the beach.
Extend existing wrought iron fence to 4’ height

Attach 20’ high 4” square metal tube to existing wrought iron fence

Install 20’ poles with aerial wire
Install three 20' poles with Aerial wire

Reinforce existing snow fence
Install tapered light poles to match existing with aerial wire between the tops.
Chicago Avenue at the northwest corner of the Cavalry cemetery maintenance building (and east of Hull Terrace).

- Install 40' wood utility pole on either side of tracks. Extend cable across Chicago Ave and second cable across tracks
- Replace existing fence post with 20' steel pole
Mulford Ave. Union Pacific Viaduct. Install 40" high 4" x 6" galvanized steel tubes on either side of the viaduct walls, directly beneath existing cable.

Install 40" high 4" x 6" galvanized steel tubes on either side of the viaduct walls, directly beneath existing cable.

Similar existing installation
AGENDA

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

II. APPROVAL OF REGULAR MEETING MINUTES OF AUGUST 13, 2018

III. ITEMS FOR CONSIDERATION

(P1) Appeal to Planning & Development Committee of Design and Project Review Committee Decision Denying Variance for Commercial Variable Message Sign (CVMS) for Citgo Station at 1925 Green Bay Rd
The Planning & Development Committee shall decide whether or not to hear the variance appeal, and if granted, set a hearing date for said appeal. The hearing shall be confined to a review of the Design and Project Review (DAPR) decision and written objections submitted by the appellant property owner. No verbal presentation shall be heard except by invitation by the committee. The Planning & Development Committee shall either approve, approve with conditions, deny the application or refer the matter back to DAPR for further proceedings.
For Action

(P2) Landlord-Tenant Services with Metropolitan Tenants Organization & Lawyers’ Committee for Better Housing
The Housing and Homelessness Commission and staff recommend City Council approval of a not to exceed $70,000 contract with Metropolitan Tenants Organization and Lawyers’ Committee for Better Housing for landlord-tenant services. The funding source is the City’s Affordable Housing Fund (Account 250.21.5465.65497). The Affordable Housing Fund has a current uncommitted cash balance of approximately $600,000; including $114,500 budgeted for housing services in FY2018.
For Action
(P3) Ordinance 41-O-18, Amending City Code Section 6-16, Table 16-B, “Schedule of Minimum Off Street Parking Requirements”
The Plan Commission and staff recommend City Council adopt Ordinance 41-O-18, amending the Zoning Ordinance to modify parking requirements for College/University Institutions. Staff is proposing to adjust the parking requirements for dormitories and fraternity and sorority houses. The proposed text amendment still requires more than the 1 to 16 ratio of students with parking permits to those eligible to obtain parking permits. The proposed amendment would reduce the total required parking spaces on Northwestern University's campus from 4,096 to approximately 3,493.
For Introduction

(P4) Ordinance 105-O-18, Amending Portions of the Zoning Ordinance Creating Brew Pubs and Craft Alcohol Production Facilities
The Plan Commission and staff recommend approval of Ordinance 105-O-18 authorizing Zoning Ordinance Text Amendments to alcohol producing uses that include allowing Brew Pubs as a Special Use in the MXE Mixed-Use Employment District.
For Introduction

(P5) Ordinance 108-O-18, Special Use Permit and Major Variations for a Banquet Hall and a Brew Pub, Double Clutch Brewing Company, at 2119-2125 Ashland Avenue
The Zoning Board of Appeals and staff recommend approval of Ordinance 108-O-18 authorizing Special Uses for a Banquet Hall and Brew Pub and Major Zoning Variations for a 0’ front yard setback where 10’ is required, a 0’ interior side yard setback where 5’ is required, a 0’ rear yard setback where 5’ is required, and to eliminate 1 required short loading dock.
For Introduction

(P6) Ordinance 103-O-18, Granting a Special Use for a Type 2 Restaurant, Backlot Coffee, at 2004 Central Street
The Zoning Board of Appeals and City Staff recommend adoption of Ordinance 103-O-18 granting a special use approval for a Type 2 Restaurant, Backlot Coffee 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 of a special use for this district. Alderman Revelle recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council.
For Introduction and Action
Ordinance 104-O-18, Granting a Special Use and Zoning Relief to Expand a Daycare Center - Child at 2200 Main Street
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 104-O-18 granting special use approval to expand a Daycare Center – Child, the Infant Welfare Society of Evanston, and zoning relief for a one-story addition with a 6.1’ west interior side yard setback where 15’ is required, at 2200 Main St. in the R2 Single Family Residential District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Braithwaite recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council.
For Introduction and Action

Ordinance 102-O-18 Granting a Special Use for a Type 2 Restaurant, Kilwins Chocolates, at 1724 Sherman Avenue
The Zoning Board of Appeals and City Staff recommend adoption of Ordinance 102-O-18 granting a special use approval for a Type 2 Restaurant, Kilwins Chocolates in the D2 District. The applicant has complied with all zoning requirements, and meets all of the standards of a special use for this district.
For Introduction

Ordinance 106-O-18, Granting a Special Use for a Public Utility and Major Zoning Relief for a Fence (Concrete Wall) at 514 Custer Avenue
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 106-O-18 granting special use approval for a Public Utility for the replacement of existing ComEd equipment with “DC-in-a-box” utility equipment, and major zoning relief for a 20’-tall fence (concrete wall) for safety and thermal screening of the utility equipment, at 514 Custer Ave. The applicant has complied with all other zoning requirements, and meets all of the standards for special use and major variation in the R3 Two Family Residential District.
For Introduction

IV. ITEMS FOR DISCUSSION

V. COMMUNICATIONS

VI. ADJOURNMENT
Planning & Development Committee Meeting
Minutes of August 13, 2018
7:00 p.m.
James C. Lytle Council Chambers - Lorraine H. Morton Civic Center


STAFF PRESENT: M. Masoncup, S. Mangum, J. Leonard

OTHERS PRESENT:

PRESIDING OFFICIAL: Ald. Fiske

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN FISKE, CHAIR
A quorum being present, Ald. Fiske called the meeting to order at 7:26 p.m.

Chair Fiske noted that items PD1 and PD2 would be discussed at a future meeting.

II. APPROVAL OF REGULAR MEETING MINUTES OF JULY 23, 2018
Ald. Rue Simmons moved to approve the minutes of the July 23, 2018 meeting, seconded by Ald. Revelle.

Jim Janecek, 1500 Main, spoke about corrections to the last P&D meeting. Janecek noted that vacation rentals go through inspections and the licensing process can take over 3 months. He stated that he applied for a rental license in January that did not go to P&D until July, addressing the unavailability of the property inspector due to a shortage in the Health Dept. Janecek noted that he counted 190 properties with vacation rentals with only 12 licensed. He addressed the difficulty of the process and believes that AirBnb should be in charge of identifying these properties. He added that in January, AirBnb estimates that the city will receive $80,000 - $90,000 in taxes for the year, and he finds it unfortunate that a portion of this money can not be used for enforcement.

The committee voted unanimously 6-0, to approve the July 23, 2018 minutes.

III. ITEMS FOR CONSIDERATION

(P1) Vacation Rental License for 2130 Wesley Avenue
City staff recommends approval of a Vacation Rental License for the property located at 2130 Wesley Avenue. The Vacation Rental meets all of the Standards and Procedures for license approval.

**For Action**

Ald. Revelle moved approval of the item, seconded by Ald. Wynne. The Committee voted 6-0 to approve the item.

**P2) Tenant-Based Rental Assistance Renewal Funding**

The Housing and Homelessness Commission and staff recommend approval of a funding renewal of $300,000 in HOME funds to continue the current Tenant Based Rental Assistance program, administered by Connections for the Homeless. The funding will provide stable housing for two years to up to ten at risk Evanston families with children under the age of 18 in Evanston that are underemployed, and break the cycle of poverty and instability by developing the capacity to earn a living wage to support their families and afford market rate rental housing. The increase in funding from $250,000 to $300,000 is due to the increasing costs to rent in Evanston. Funding is from the HOME Investment Partnerships Program (Account 240.21.5430.65535). Currently, the City has a total of $474,275.33 in available uncommitted HOME funds.

**For Action**

Alvin Paden, 1122 Emerson Street, and the owner of Paden Properties, noted that they own 27 units between 1 and 4 bedrooms, and that they rent below market. He also added that they have unique units for Northwestern University students.

Renee Paden, an Evanston landlord for over 50 years, noted Paden Properties relationship with Connections for over 10 years. She stated that they have requested for the Executive Director of Connections to resolve the matter between them and the Paden family, which was ignored. Paden addressed the potential conflict of interest with city staff promoting a recipient of city funds. She noted that a Connections success story previously spoke before City Council and became homeless after graduating the TBRA program.

Kimone Kendricks, participant in the Connections program, noted that she was helped by Connections to find an apartment with Paden Properties after losing employment. Kendricks stated that she hopes to see the issue resolved, addressing the importance of both programs.

Tina Paden, 1122 Emerson Street, of Paden Properties noted that Kimone is the last tenant with Connections, and that they can not take any more Connections tenants until the debt is paid. Paden addressed that fact that the landlord is forgotten in affordable housing plans.
Vince Hennigan, of Impact Behavioral Health Partners, colleagues of Connections, spoke on behalf of Connections. He noted their good working relationship with the organization and their help for the community.

Doreen Price noted that homes are sources of income. She stated that the affordable housing plan talks about flipping of homes, but can help homeowners to stay in house with assistance. She discussed the ability for homes to be sold to developers who then charge above rate rentals.

Bessie Simmons, employee for Connections, stated that she was previously a participant in TBRA with Connections and was able to complete a Masters degree using their services. Simmons noted that as a housing case manager, she provides similar services to others that Connections provided to her. Simmons spoke in favor of approving funding.

Nate Blackburn, Connections board member, noted that he was previously homeless while in college and that the organization is about helping people. Blackburn spoke in support of funding.

Sue Loellbach, Connections employee, spoke in support of the HOME TBRA program. Loellbach discussed the importance of the program for the community, and noted that she was encouraged by affordable housing progress including the Inclusionary Housing Ordinance.

Al Hirsch, owner of Hirsch Management, stated that they own and operate 120 units in Evanston, 19 of them working with Connections and expressed support, noting that they do a great job working for people.

Baxter Swilley, 764 Dodge Avenue, discussed his previous work with affordable housing and is currently working to remove barriers to families who need assistance. Swilley addressed the fact that of 40 organizations that they work with, Connections was the only one to volunteer to participate.

Ald. Revelle moved approval of the item, seconded by Ald. Wynne. The Committee voted 6-0 to approve the item.

Resolution 49-R-18, Approving a Plat of Resubdivision for 1239 Asbury Avenue and 1224 Dempster Street
City staff recommend adoption of Resolution 49-R-18 approving the proposed resubdivision of the property located at 1239 Asbury Avenue and 1224 Dempster Street.
For Action

Ald. Wynne moved to approve Resolution 49-R-18, seconded by Ald. Rainey. The Committee voted 6-0 to approve Resolution 49-R-18.
Ordinance 84-O-18, Granting a Special Use for a Daycare Center – Domestic Animal, and Kennel, Rex’s Place, at 2118-2120 Ashland Ave., 1625 Payne St., and 2147-2149 Dewey Ave.

The Zoning Board of Appeals and City staff recommend adoption of Ordinance 84-O-18 granting special use approval for a Daycare Center – Domestic Animal, and Kennel, in the MXE Mixed Use Employment District. The applicant has complied with all zoning requirements and meets all of the standards for special use and major variations for this district.

For Introduction

Kathy Lichtenstein, Owner, noted that she worked with the City years ago to create a kennel ordinance. She noted that she hopes to be around for many years.

Ald. Rue Simmons expressed interest in conditioning that for the two Dewey properties, there is language in the ordinance that excludes additional services within homes for business.

Kathy Lichtenstein, Owner, stated that only the yard will be used, and noted that the owner and manager would live in the residences.

Ald. Rue Simmons moved to amend to exclude dog business within residences and introduce Ordinance 84-O-18, seconded by Ald. Revelle. The Committee voted 6-0 to introduce Ordinance 84-O-18 as amended.

IV. ITEMS FOR DISCUSSION

(PD1) Public Benefits from Planned Developments
Staff requests City Council direction, which could come in the form of a referral to the Plan Commission if a Text Amendment is recommended or a recommendation for no further action.

For Discussion

(PD2) Downtown Zoning Regulations
Staff requests City Council direction regarding addressing current Downtown zoning regulations.

For Discussion

V. COMMUNICATIONS

VI. ADJOURNMENT
Ald. Wynne moved to adjourn, seconded by Ald. Rue Simmons. The meeting adjourned at 8:03 p.m.
Respectfully submitted,
Scott Mangum
Planning and Zoning Administrator
Memorandum

To: Members of the Planning & Development Committee

From: Johanna Leonard, Director of Community Development
      Gary Gerdes, Building & Inspection Services Division Manager

Subject: Appeal to Planning & Development Committee of Design and Project Review (DAPR) Committee Decision Denying Variance for Commercial Variable Message Sign (CVMS) for Citgo Station at 1925 Green Bay Rd

Date: September 17, 2018

Recommended Action:
The Planning & Development Committee shall decide whether or not to hear the variance appeal, and if granted, set a hearing date for said appeal. The hearing shall be confined to a review of the DAPR decision and written objections submitted by the appellant property owner. No verbal presentation shall be heard except by invitation by the committee. The Planning & Development Committee shall either approve, approve with conditions, deny the application or refer the matter back to DAPR for further proceedings.

Funding Source:
Not applicable at this time.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
At the July 11, 2018 DAPR meeting, the variance request for a 2’ high x 5’ wide internally illuminated, double-sided CVMS was denied. Sign regulations allow for CVMS signs that display time and date only. The request was based on a visibility hardship. The applicant indicated space limitations between the canopy and storefront would not allow for signage placed on the building to be visible and the CVMS would solve the hardship by allowing product marketing which would increase traffic counts to the store. The store is currently being renovated.

Attachments:
Letter of Appeal
July 11, 2018 DAPR Minutes
DAPR packet including variance application and staff memorandum
LETTER OF APPEAL

PLANNING AND DEVELOPMENT COMMITTEE
CITY OF EVANSTON

Syed Saqib
Evanston CITGO
1925 Green Bay Rd
Evanston, IL 60201

DATED: JULY 26, 2018

Subject: Appeal regarding decision of Design & Project Review Committee (DAPR)

To Whom It May Concern:

It is stated that the Design & Project Review Committee (DAPR) rejected our request for 2' high x 5' wide internally illuminated, double-faced commercial variable message sign (CVMS) or Electronic message board, to be installed within the signpost where existing gas prices are displayed (currently in electronic sign format also).

Based on the minutes provided to CITGO management of the DAPR meeting, it appears that decision to deny the Electronic message board was based only on the following two factors:

- Electronic message signage does not have aldermanic support
- Apprehension of electronic messaging signs is of concern

Evanston Citgo’s management is appealing the above decision. The grounds for the appeal are as follows:

- DAPR committee did not provide any grounds for rejection based on the 6 variation standards, which are instituted to grant an exception from the ordinance.
- If Electronic message boards are prohibited (with exception of display of date/time etc) in any case, then what is the purpose of this variation application?
- CITGO management believes that it meets/satisfies all of 6 variation standards as detailed in original variation application and hence variation should be granted
- Also management notes that the electronic Gas Price sign that has existed on the premises for many years, is indeed Electronic message board (LED
Based. Therefore, DAPR's concern about apprehension of electronic signs is moot.
- CITGO management has also suggested and would agree to limit the number of times the displayed messages can be changed on this Electronic message board in a given period of time.

Furthermore, management's research into other business in the City of Evanston revealed some prominent businesses already using Electronic message boards. We noted these below in particular:

**Marathon Gas,**
555 Howard St, Evanston, IL 60202
Two Electronic message boards were noted on both entrances of the gas station.

**McDonald's**
1117 Howard St, Evanston, IL 60202
The Electronics message board was constantly changing display (2-3 times a minute)

In the light of the above, Evanston CITGO's management is convinced that it has made the case for variation to be granted for the Electronic message sign.

Sincerely Yours,

Syed Saqib
Management/Owner

Evaston Citgo
1925 Green Bay Rd
Evanston, IL 62010

P 312-533-0222
F 866-248-0335

Email: ssaqibmba@gmail.com
DESIGN AND PROJECT REVIEW COMMITTEE (DAPR) MINUTES
July 11th, 2018


Staff Present: J. Velan,

Others Present:

Presiding Member: J. Leonard

A quorum being present, Ms. Leonard called the meeting to order at 2:32 pm.

New Business

1. 3318 Grant Street

Recommendation to ZBA
Phi and Marcia Vickman, property owners, submit for major zoning relief to enlarge an existing attached 1-car garage into an attached 2-car garage with 32.1% building lot coverage where 30% is permitted, a 0.8' interior side yard setback where 5' is required, and a 25.5' rear yard setback where 30' is required, in the R1 Single-Family Residential District.

APPLICATION PRESENTED BY:
Marcia Vickman, applicant,
Nancy Schlosberg, architect
Bernie Citron, attorney

DISCUSSION:
• Applicant claims would need to remove trees in rear yard to put garage back there
• Garbage trucks cut the alley corner so detached garage would be in the way according to applicant
• Applicant will be removing walk & driveway
• Decrease amount of impermeable surface to property applicant claims
• They are working to keep as much of the existing garage as possible.
• Mr. Mangum cited the issue of not conforming due being an attached garage
• Variation granted in 1999 to connect (garage was already there)

Ms. Biggs made a motion to recommend approval of project to ZBA, seconded by Mr. Gerdes.

The Committee voted, 7-3, to recommend approval of project to ZBA.

2. 2118-2120 Ashland Ave.,
   1625 Payne and 2147-2149 Dewey Ave.

Recommendation to ZBA
Kathy Lichtenstein, lessee, applies for special use permits for Daycare Center - Domestic Animal, and a Kennel, Rex’s Place, in the MXE Mixed Use Employment District.

APPLICATION PRESENTED BY:
Kathy Lichtenstein, applicant
DISCUSSION:

- Applicant says the residential houses are staying exactly the same and will be providing soundproofing of the walls at 2118 Ashland Ave.
- Only interior change will be the kennel being added and they want to make a loading zone at 2118-2120 Ashland Ave
- Mr. Gerdes asked if they have direct access already to rear yard at the properties at Dewey
- Applicant is buying the Dewey houses in order to keep the yards
- Mr. Mangum asked the existing capacity for animals
- Applicant says they could take in 100 but splits them into groups
- Applicant says they could have 41 dogs in the kennel
- Applicant says they will be open until 6:30 pm at night and opening at 6:30 am Monday-Friday
- Mr. Mangum asked if the dog daycare number would expand. Applicant says no.
- Mr. Mangum requests a table summary from client regarding the project
- Ms. Leonard asked for summary of what each property of this project will be used for
- Mr. Nelson asked how the clean-up process will occur. Client will be using cleaning service.
- Mr. Nelson asked to do a building survey on the properties of where dogs will be housed
- Mr. Tristan requested to review the fire plans for the building
- Proper backflow preventers and water services and equipment requested by Mr. Nelson

Ms. Biggs made a motion to recommend approval of project to ZBA, seconded Mr. Mangum.

The Committee voted, 10-0, to recommend approval to ZBA.

3. **1925 Green Bay Rd.**

<table>
<thead>
<tr>
<th>Sign Variation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evanston CITGO, applicant, submits for sign variation to install one 2’ high x 5’ wide internally illuminated, double-faced commercial variable message sign (CVMS) where a CVMS displaying messages other than time and temperature are not permitted.</td>
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</tbody>
</table>

APPLICATION PRESENTED BY: Syed Saqib, applicant

DISCUSSION:

- Applicant says where sign is currently located at his gas station it makes it difficult to showcase messages as well as prices to the public
- Applicant also explained canopy sits too close to other structure on property, and cited another gas station with a CVMS sign
- Mr. Gerdes said it does not have aldermanic support
- Apprehension of electronic messaging signs is of concern

Mr. Gerdes made a motion to deny the approval of the variation, seconded by Mr. Mangum.

The Committee voted, 10-0, to deny the approval of the sign variation.

4. **1901-1903 Church St.**

   | and 1700-1708 Dodge Ave. | Preliminary and Final Review |
Thomas Ahleman, architect, submits for exterior modifications and facade improvements to an existing commercial building in the B2 Business District and the oWE West Evanston Overlay District.

APPLICATION PRESENTED BY: Joe Curios, applicant

DISCUSSION:
- Applicant stated the only change was to use one awning instead of two at north end of building
- Ms. Leonard asked if additional door to north will remain as door or window. Applicant says they will keep it as a door
- Mr. Gerdes requested two separate permits regarding work being done and signage portion

Mr. Gerdes made a motion to approve preliminary and final review, seconded by Mr. Nelson

The Committee voted, 10-0, to approve for preliminary and final review.

5. 1623 Simpson Street Preliminary and Final Review

Thomas Ahleman, architect, submits for exterior modifications and facade improvements to an existing mixed-use building in the B1 Business District.

APPLICATION PRESENTED BY: Joe Curios, applicant

DISCUSSION:
- No Discussion (no changes from concept review)

Mr. Gerdes made a motion to approve preliminary and final review, seconded by Mr. Nelson.

The Committee voted, 10-0, to approve for preliminary and final review.

6. 1714 Chicago Avenue Planned Development

Recommendation to Plan Commission

Paul Janicki, architect, proposes to construct a 13-story office building with 120 on-site parking spaces. The applicant requests a Map Amendment to rezone the property from the R6 General Residential to the D3 Downtown Core Development District. The applicant seeks site development allowances for: 1) An FAR of 5.0, where the maximum permitted FAR in the D3 district is 4.5; 2) A building height of 127 feet to roof (excluding eligible parking levels), where the maximum permitted height of a building in D3 is 85 feet to roof; 3) 120 parking spaces with 72 compact stalls where the minimum required number of parking spaces is 210, in addition to a purchase sale agreement to replace the 74 library parking spaces onsite, and where compact stalls are not allowed; 4) A front yard setback of 25-feet, where 32.83 feet is required; 5) A north side yard setback of 5-feet proposed, where 15-feet is required; 6) A south side yard setback of 5-feet proposed, where 15-feet is required; and 7) A canopy yard obstruction of 9.67 feet into the required front yard, where a maximum obstruction of 3.28 feet (10%) is allowed.

APPLICATION PRESENTED BY: Paul Janicki, architect, Jenni Troutman & Greg Stec
DISCUSSION:
- 85 public parking spaces that will be covered due to having building according to applicant
- Public benefits include creating 350 construction jobs during construction of the project according to applicant
- Estimated 3 million dollars fused into the city due to having building according to applicant
- Applicant mentioned it's a TOD development and would make sense to have this project in this area
- Applicant claims it will be paying around 1.5 million dollars in property taxes and deed restriction will be on property thus they cannot sell to Northwestern [the implication here was that the developer could not sell the building to a tax exempt entity, i.e. NU]
- Ms. Leonard stated the recommendations given in the staff review letter were not reflected in the updated revisions which will have potential to delay the process and suggested that staff reiterate those comments
- Mr. Mangum stated active uses would be warranted for the ground floor of this building
- Applicant said neighbors of the area do not want active or commercial uses
- Mr. Mangum asked how mechanical ventilation of the parking will work due to its possible effects on the building design
- Mr. Gerdes asked if building will be utilizing regular size brick or pre-fabricated on a panel. Applicant does not know yet.
- Mr. Mangum asked about the thickness of the precast panels and for design details within precast panels
- Ms. Biggs asked how glass will address bird safety issue. Applicant open to applying standards on how to apply the LEED pilot credit
- Mr. Mangum asked about utilization of express ramps and flat parking levels to allow for future adaption of use. Applicant doesn’t find it economically or sustainably feasible unless they are allowed to have the parking count go down
- Mr. Ruiz states that adequate size of parking spaces is crucial.
- Mr. Mangum states that building is significantly higher than adjacent landmark buildings and that is of concern
- Ms. Hyink asked about indoor bike parking being available to public. Applicant said yes.
- Ms. Leonard says shared shower room for bikers will be key component
- Ms. Hyink requested that building have electric vehicle parking stations. Applicant is open to that
- Ms. Velan requests Divvy stations and essentially more public amenity parking options
- Karen Danczak Lyons, Library Director asked how many public spaces will be available in evening. Applicant said entire ground floor (20 compact parking spaces). Ms. Danczak Lyons concerned that that may not be enough for 1500 daily visitors
- Ms. Leonard asked how traffic study for parking was conducted
- Ms. Leonard that certain patrons of library are not having their needs met based on current proposal in regards to the type of parking they need.
- Ms. Danczak Lyons concerned about trucks maneuvering through the alley near building
- Ms. Biggs has major concern regarding the alleyway and its pedestrian traffic. Ms. Biggs claims building will lead to line of sight issues
- Ms. Biggs has concerns how trucks will actually get into the loading dock for the library
- Ms. Biggs asked for renderings of trees near and around the building
- Ms. Leonard says property tax dollars derived from project is not considered a public benefit nor the additional dweller moving into the building leading to economic usage
• Ms. Leonard says they would like shadow and wind studies and a 3D model for the building in preparation for Plan Commission
• Mr. Tristan would like to see designs on turn radius due to current design causing difficult for fire trucks
• Karl Klein, expressed concerns about project, noting concurrence with many of staff comments
• Executive Director of WCTU during public comment cited concerns about rental revenue from their properties due to construction, and water run off on their property without protection, based from past experiences of flooding due to construction of the building north of their property. Desires a better tree protection plan.
• A longtime resident during public comment worried about the trees not surviving since setback will not be a 15 foot setback on north side. Also, was concerned on changing the zoning for a large size building and the precedent it could set
• Following an inquiry from Ms. Leonard, the applicant requested to come back to DAPR at a future date with revisions prior to receiving a recommendation from DAPR, acknowledging that the planned development would not be considered by the Plan Commission on July 25, 2018

Ms. Biggs made a motion to continue discussion to a date uncertain, seconded by Mr. Mangum.

The Committee voted, 9-0, to continue discussion to a date uncertain.

Adjournment

Ms. Biggs moved to adjourn, seconded by Ms. Leonard. The Committee voted unanimously, 9-0, to adjourn. Meeting adjourned at 4:55 pm.

The next DAPR meeting is scheduled for Wednesday, July 18th, 2018, at 2:30 pm in Room 2404 of the Lorraine H. Morton Civic Center.

Respectfully submitted,
Torrence Gardner
CITY OF EVANSTON
SIGN PERMIT APPLICATION
2100 Ridge Ave., Evanston, IL Ph: 847-866-2832 Fax: 847-448-8020
Please type or print in ink. ALL APPLICABLE LINES MUST BE COMPLETED.

Address of Property: 1935 Green Bay Rd
(Include floor/unit #2 where work is to be done)
(This must include a house number and street name. We do not accept street intersections of building names. See City Engineer 847-866-2824 for addresses.)

Use of Bldg:
☐ Multi-Family
☐ Restaurant
☐ Office
☐ Retail: GAS STATION
☐ Health Care
☐ Educational:
☐ Other:

Scope of Work (Be as detailed as possible): RE-IMAGE & RE-INSTALLATION OF OUTDOOR GAS PRICE DISPLAY SIGNAGE

Work Valuation (required for permit issuance) $5,000

Applicant/Contact: Name: SYED SAQIB
Business Name: EVANSTON CITGO
Phone Number(s): 847-864-0900 Email Address: EVANSTON C1G01925@GMAIL.COM
Owner of Property: SYED SAQIB Phone #: (312) 533-0212
Address (if different): 921 N MARYLAND ST, NILES, IL 60714
Email Address: SSSOMBMA @GMAIL.COM

Sign Company: AHERN SIGNS Phone #: (773)254-0717
Address: 3257 S HALEY AVE, CHICAGO, IL
Email Address: GSTREHAN@AHERN SIGNS.COM

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I have completed the application honestly and to the best of my knowledge:

Applicant Signature: [Signature]

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VARIATION STANDARDS

Variations shall only be approved to overcome an exceptional condition which poses practical difficulty or particular hardship in such a way as to prevent the display of a sign as intended by the ordinance. Note in all six (6) areas how you meet the particular standard. No variation shall be granted unless the Committee finds that the petition meets each of the following standards:

1. Unique Hardship - The proposed variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship which would result if the strict letter of the regulations were carried out and which is not generally applicable to other property within the City.

There are severe space limitations between the canopy and the storefront such that any signage placed on the front of the store would not be visible to the general public on the main street. Typically canopies are at some reasonable distance away from the convenience store front, such that any signage installed on storefront is readily visible from the street. This is not the case with this space constrained gas station.

2. Reasonable Return - The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the sign regulations.

In today's highly competitive market place in the convenience store industry, proper display of products for sale, which are readily and conveniently visible to general public, is a must have to run a successful business. If passerby public cannot see what's available for sale inside, the business cannot yield reasonable return to survive let alone thrive.

DUE TO THESE REASONS, CITGO'S NEW BRAND IMAGE INCORPORATES THESE READERBOARDS ALONG WITH THE GAS PRICING SIGNAGE. (PLEASE SEE ATTACHED GRAPHICS AND BRAND IMAGE BROCHURES FROM CITGO)

3. Not Self Created - The alleged hardship has not been created by the petitioner or any person presently having a proprietary interest in the premises.

Please see actual pictures of the front of the building, where a person on the street facing the gas station cannot even see the front face of the building due to the fact that canopy extends all the way to the front of the building. Even if signage is installed on the front face of the convenience store, it will not be visible to a person on the front street at all unless someone is actually standing few feet away from the store front. This completely defeats the purpose of such signage, which is supposed to draw in customers in the first place.
4. **Not harm Public Welfare** - The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood. The proposed variation will not be itself, or with other signs, contribute to the creation of visual distraction which may lead to personal injury or a substantial reduction in the value of property.

The proposed reader-board will not display any flashing or constantly changing messages. A message will be displayed for fixed durations and would change a few times a day. Management will ensure that a given message would change on non-busy hours of traffic.

5. **Graphic Effectiveness Demonstrated** - The petitioner has demonstrated that all reasonable efforts (utilizing color, contrast, lettering legibility, illumination, and graphic composition) have been made to increase the reading effectiveness of the proposed sign within the normal requirements of the sign regulations.

A CITGO approved sign contractor has been hired who will create signage that will meet certain quality standards consistent with the new brand image requirements of CITGO. The quality of the signage will be such as to maximize the reading effectiveness of the letters/graphics.

6. **Consistent With Intent** - The proposed variation is in harmony with the intent, purpose, and objectives of the sign regulations.

The proposed variation is indeed in harmony with the intent, purpose and objectives of the sign regulations. It solves a unique hardship for a business that is undertaking significant investment to completely remodel the inside of the convenience store. This investment would only pay off if traffic count (foot traffic) increases within the store, otherwise reasonable return won't be had. The new proposed outside signage will complement the new brand image of CITGO, and would be consistent with the newly renovated space inside. The permit is applied for inside renovation. The new signage will be of superior quality & easy to read and would not create any public harm. In the end, City of Evanston will have a newly renovated business with a new look both inside and outside to serve the Evanston community, which it can be proud of.
replace old ID sign with new 6ft ID sign
remove two face from existing price sign
install two new price sign face 4ft x 6ft
remove diesel sign install new
EMC sign in place sft x 5ft
Canopy extending too close to the building.
3092 N Skokie Hwy, Lake Bluff, IL 60044
LOCATION WITH READER BOARD (CHICAGO).
A Modern Look with Traditional Value

With roots stretching back more than 100 years, CITGO has always been on the cutting edge of street-level design.

Our brand image is one of the industry’s most attractive designs. Not only is it a primary reason that Marketers and Retailers choose to fly the CITGO flag, but it also serves as a beacon of great service to consumers that stands the test of time.
Memorandum

To: Chair and Members of the Design and Project Review Committee

From: Ana Asilis, Commercial Plan Reviewer

Subject: Sign Variance – 18SGNA-0054
1925 Green Bay Rd–
Commercial Variable Message on Freestanding Sign

Date: July 2, 2018

Request
The applicant is requesting one (1) variance(s) for the following:
• (1) 2'-0" high by 5'-0" wide internally illuminated, double-faced COMMERCIAL VARIABLE MESSAGE sign mounted on an existing freestanding sign for the CITGO gas station where CVMS displaying messages other than time and temperature are prohibited by sign regulations.

General Information
Applicant: Evanston CITGO
Ahern Signs
3257 S. Harding Avenue,
Chicago, IL 60623

Owner: Syed Saqib
9213 N. Maryland Street,
Niles, IL 60714

Analysis
Project Description
The applicant proposes the installation of (1) 2'-0" high by 5'-0" wide internally illuminated, double-faced COMMERCIAL VARIABLE MESSAGE sign mounted on an existing freestanding sign for the CITGO gas station. The CVM sign would be new and the existing freestanding sign and CITGO gas station would be renovated. The proposed CVM sign is 10 sf. in area. The freestanding sign is a 15'-0" high x 6'-0" wide and 48 sf. in area. The freestanding sign height and area are compliant; however,
CVMS displaying messages other than time and temperature are prohibited.

The freestanding sign is internally illuminated, double-faced featuring a red corporate logo, with blue letters on a white background. The freestanding sign is supported by (2) steel posts on a concrete base to remain. The proposed LED message board is black with red letters. The sign will change advertising copy 3-4 times in a 12 hour period. The proposed CVMS signage is consistent with the new brand image of CITGO.

The variance is being requested as a visibility hardship. The applicant indicated that there are space limitations between the canopy and the storefront where any signage placed on the storefront would not be visible from the street. The proposed CVMS signage solves a unique hardship for a business that is undertaking significant investment to completely remodel the inside of the convenience store. A permit has been applied for the interior renovation.

The applicant claims that this investment would only pay off if foot traffic count increases within the store. Otherwise, reasonable return would not be achieved. The proposed CVMS signage meets CITGO quality standards to maximize reading effectiveness of letters and graphics and is consistent with the newly renovated space inside. In the end, the City of Evanston will have a newly renovated business with a new look both inside and outside.

The owner has consented to the installation of the proposed signage.

**Recommendation**

Staff recommends denial of the proposed CVMS sign. Regulations allow for only time and temperature information and prohibit advertising messaging in a changing electronic format.

**Attachments**

Sign variance application and packet
Memorandum

To: Honorable Mayor and Members of City Council  
Planning and Development Committee

From: Johanna Leonard, Community Development Director  
Sarah Flax, Housing and Grants Administrator  
Savannah Clement, Housing Policy and Planning Analyst

Subject: Landlord-Tenant Services with Metropolitan Tenants Organization & Lawyers' Committee for Better Housing

Date: September 10, 2018

Recommended Action:
The Housing and Homelessness Commission (HHC) and staff recommend City Council approval of a not to exceed $70,000 contract with Metropolitan Tenants Organization (MTO) and Lawyers' Committee for Better Housing (LCBH) for landlord-tenant services.

Funding Source:
The funding source is the City’s Affordable Housing Fund (Account 250.21.5465.65497). The Affordable Housing Fund has a current uncommitted cash balance of approximately $600,000; including $114,500 budgeted for housing services in FY2018.

Livability Benefits:
Built Environment: Support housing affordability;

Equity & Empowerment: Ensure equitable access to community benefits, and support poverty prevention and alleviation.

Discussion:
The City released a Request for Applications (RFA) on June 28, 2018 for landlord-tenant services; applications were due July 31, 2018. An RFA for landlord-tenant services was issued in order to ensure the most efficient and effective delivery of services. City staff held a non-mandatory pre-application meeting to answer questions from prospective applicants on July 12, 2018, and posted answers to the questions on the City’s website on July 20, 2018.

The RFA is for a 12-month contract. Through the RFA, the City provided a fee schedule (see attached “Exhibit A – Fee Schedule”) for the basic scope of work and additional
services. The additional services may be contracted for based on a variety of factors, including the cost for the basic scope. For example, tenant organizing is listed as an additional service, so bidding on that service was not required in order to be considered for the basic scope of work. Additionally, a bidder could have proposed an alternative scope of work that includes the basic scope of services and any additional services listed or not included in the RFA, with a rationale for the alternative service delivery format. A justification for the alternative proposal, as well as a cost structure, must have been provided in order to be considered.

The City only received one application in response to the RFA, a joint application from the Metropolitan Tenants Organization (MTO) and Lawyers’ Committee for Better Housing (LCBH). MTO provided bids for the basic scope of services and all of the additional services listed. MTO proposed a fee of $30,000 for the basic scope of work, and a combined fee of $10,000 for group trainings, mediation services, and tenant organizing. In addition, MTO is proposing to pay $30,000 to LCBH for legal consultation services and technical assistance to tenants writing letters to landlords asking for rent reductions/repairs, etc., free legal assistance for low-income tenants facing eviction, and litigation services to combat retaliation and illegal lockouts.

**Background:**
Since 2012, the City has provided funding to Open Communities, through 12-month agreements, to support its landlord-tenant work in Evanston. In 2017, Open Communities received $40,500 from the City to handle approximately 30 Evanston cases per month, disseminate information to landlords and tenants through trainings and documents posted on Open Communities’ website, and provide mediation services to landlords and tenants when necessary. The City’s agreements with Open Communities for landlord-tenant services have not included direct legal assistance or representation.

MTO’s proposed fee for assisting residents with landlord-tenant inquiries through its hotline and Evanston’s 311 system, handling 30-35 cases per month, providing two trainings to landlords and tenants, and distributing information on its website about landlord-tenant rights and responsibilities is $33,500. In addition, MTO has proposed providing mediation services and tenant organizing at $1,500 and $5,000, respectively. MTO is also proposing a partnership with LCBH, for legal consultation services, at an additional $30,000 for the 12-month contract. This collaboration with LCBH will create more efficiency in service delivery by reducing intake redundancy and improving data collection. It will also more effectively help low-income tenants avoid displacement through free legal representation in eviction cases and illegal lockouts.

The MTO/LCBH landlord-tenant contract would run from October 1, 2018 through September 30, 2019. The contract would include:

- Operate a free hotline for landlord-tenant inquiries Monday through Friday from 1-5 pm; for callers who call outside of those hours, MTO will return all calls within two business days
- Respond to landlord-tenant inquiries received through the City’s 311 system
- Provide on-site direct assistance to residents through office hours at the Evanston Public Library
• Deliver information and assistance to landlords and tenants, including help with writing letters, strategies on how to resolve issues through negotiations, and referrals to other sources
• Work with the City to maintain current landlord-tenant information on the City’s and MTO’s websites
• Coordinate at least one two-hour training for Evanston tenants and/or small landlords
• Work with the City’s Property Standards Division to provide at least one two-hour training to Evanston property managers
• Offer mediation services to landlords and tenants, as needed
• Identify potential buildings for tenant organizing if the tenants are facing common problems such as a foreclosure, poor maintenance, building security concerns, health hazards, etc.
• Provide direct legal services to low-income tenants, as necessary

The Housing and Homelessness Commission and staff recommend funding all of the services proposed by MTO and LCBH at a not to exceed amount of $70,000 for the 12-month contract beginning October 1, 2018. Staff proposes adding the two proposed trainings in MTO’s application, and a $10,000 legal retainer fee to the basic scope of work. This would result in a base contract amount of $43,500 ($30,000 for the basic scope of services listed in the RFA, $1,750 for each training, and a $10,000 legal retainer fee for Lawyers’ Committee for Better Housing). The remaining $26,500 in the contract would cover any additional services such as mediation services, tenant organizing and legal services, when provided. These would be reimbursable expenses billed to the City on a quarterly basis, up to $26,500. Contract renewal may be considered in 2019, contingent on the delivery of services and subject to the availability of funding.

Legislative History:
The HHC recommended approval of this funding at its meeting on September 6, 2018.

Attachments:
• MTO/LCBH application/qualifications narrative
• Exhibit A – Fee Schedule
July 23, 2018

City of Evanston, Housing and Grants Division
Lorraine M. Morton Civic Center
2100 Ridge Road, Room 3203
Evanston, Illinois 60201

To Whom It May Concern:

The Metropolitan Tenants Organization (MTO) is pleased to submit a proposal to perform Landlord-Tenant Services for the City of Evanston. MTO is the largest provider of services to tenants and tenants’ organizations in the Chicago Metropolitan area. MTO has been providing services to renters for over 30 years and we believe positive relationships between tenants and landlords can make a difference in ensuring that housing is decent and affordable.

MTO proposed legal partner, the Lawyers’ Committee for Better Housing (LCBH), has been in existence since 1980. LCBH is the only legal aid organization in Cook County that focuses on serving renters living in private, unsubsidized housing. LCBH has defended thousands of tenants in eviction court and helped them to avoid homelessness. Our proposed budget includes $30,000 for LCBH to provide technical support to MTO and free legal representation and advice for Evanston tenants with low and moderate incomes.

Many cities across the country are creating programs that provide legal representation for tenants facing eviction. By partnering with LCBH, MTO will create an effective and efficient program that provides landlords and tenants greater awareness of their rights and responsibilities. Our program cannot stop all evictions, but it can greatly reduce the devastating impact that evictions have on individuals and communities.

As you consider our request, we hope that you will find the resources to slightly expand the program, which, in the long run will reduce other costs by preventing homelessness. Together MTO, LCBH and the City of Evanston can forge a partnership which will preserve affordable housing and stabilize tenants in their homes and communities.

If you have any questions or need further information, please feel free to contact me at 773-292-4980 x 226 or via email at johnb@tenants-rights.org.

Sincerely,
John Bartlett, Executive Director
Landlord-Tenants Submission
City of Evanston, Illinois

Qualifications and Experience of Team:

Metropolitan Tenants Organization (MTO)

Currently, the Metropolitan Tenants Organization (MTO) has three interrelated program areas: Tenant Stabilization, Affordable Housing Preservation, and Advocacy.

**Tenant Stabilization** works with individual tenants to stabilize their housing situation. Our Tenant Stabilization program includes the Tenants’ Rights Hotline, the Squared Away Chicago App, and the Healthy Homes Program.

The *Tenants’ Rights Hotline* and the recently launched *Squared Away Chicago* app serve about 10,000 renters every year. The hotline and app empower renters to preserve and stabilize their housing situation by giving tenants tools and support needed to resolve current housing issues. When combined with the Hotline, the app makes it easy for tenants find out the law, communicate with their landlord, document their situation, and most importantly, solve their housing problems. These two services also act as the eyes and ears of the agency. They alert us to emerging issues. The hotline and app serve as portals to MTO’s organizing and advocacy programs.

**MTO's Healthy Homes Program (HHP)** provides families with additional assistance to address home-based health hazards. MTO conducts home inspections to assess the problems, and provide information to tenants to help them identify, correct, and maintain a safe and healthy home. The *HHP* also acts as a means to bridge health care and housing by looking at prevention. MTO has developed partnerships with several agencies, health care providers, and universities including, Chicago Department of Public Health (CDPH), Sinai Urban Health Institute (SUHI), Loyola University, and funding from the Environment Protection Agency (EPA). This collaboration works with renters, particularly homes with children, to abate home-based health hazards like asthma triggers and lead.

**Affordable Housing Preservation Program (AHPP)** at MTO works to stabilize tenants and their connectedness with their communities by preserving affordable housing. MTO works in subsidized and market housing. Low-income renters face a variety of pressures and conditions that can lead to displacement. Deteriorating buildings, poor maintenance, foreclosures, and building owners opting out of affordable contract renewals are all reasons that may force tenants to relocate, thus affecting their stability. MTO’s AHPP works to help renters address these issues and remain in affordable, stable, safe, and decent housing. MTO works in approximately 40 buildings every year with new and/or existing tenants’ associations.

**Tenant Advocacy** at MTO is rooted in the organization’s vision and values of nurturing movements of families advocating on their own behalf for positive change. Sometimes that change means promoting legislative policies and programs. Engagement of renting families takes place at all levels from the Tenant Hotline, the Squared Away Chicago app, walk-ins, or
networking at community events. Families learn about their housing rights and the interconnectedness to other rights such as health care and civil rights. As tenant leaders increase their skill sets through the experience of asserting their rights, MTO develops opportunities to engage then in city, state, and national policy campaigns. Through MTO renters are able to identify commonalities between their own experiences and those of renters from other parts of the city and region. They identify common issues and develop campaigns and organizing strategies to move issues forward. Emerging leaders are nurtured with training opportunities, as well as encouragement to take on positions of leadership in broader campaigns for institutional change.

Through these campaigns, renting families can meet with government officials and impact public and private rental housing policy. As they participate in broader social justice coalitions in which MTO participates, they experience the successes peoples’ movements can have. This experience helps to build momentum and ownership over the process of positive social change.

A survey of MTO’s program participants highlights our capacity to work with low-income households and individuals. Almost fifty-five percent of constituents have incomes at or below the poverty line, 71% are African American, 15% are Latino/Hispanic. Seventy-five percent of all people who use MTO’s services are women. Fifteen percent of our constituents identify as immigrants and refugees.

Most of the service population lives in Cook County’s poorest neighborhoods. Their homes are often in disrepair, with pests, heating problems, leaks, mold, etc. The women are often afraid to complain out of fear of eviction and the threat it poses to their families. Moving from home to home is a way of life. Even though moving costs money and harms their children’s education, most of the women feel they have no choice.

MTO has the capacity to service Evanston’s Spanish speaking population. MTO has 3 bi-lingual Spanish speaking staff. Should other languages be required MTO has relationships that can provide this assistance on an as needed basis.

MTO provides similar services for the City of Chicago and Cook County in its southern suburbs. For each, we provide renters with an information and referral phone help line, organize tenants’ associations and host workshops on the tenant laws for the area. MTO has also had several EPA grants to assist renters around healthy homes issues such as lead paint hazards, pest, mold, etc.

Lawyers’ Committee for Better Housing (LCBH)

Since its founding in 1980, LCBH has provided direct legal assistance for low-income families facing eviction or other serious housing issues. As the needs of renters changed, so did LCBH’s services. When Chicago’s affordable housing supply rapidly declined, placing more renters at risk of homelessness, LCBH hired a social worker to help keep vulnerable families stable. When the foreclosure crisis placed entire buildings full of tenants at risk of eviction, LCBH intervened, winning settlements that awarded tenants financial damages and time to move. Drawing on its years of experience, LCBH helped to shape policies that protect Chicago’s renters, such as the Residential Landlord and Tenant Ordinance (RLTO) and the Chicago’s Protecting Tenants in
Foreclosed Rental Property Ordinance. This experience uniquely qualifies LCBH to provide consultation to the City of Evanston regarding its landlord-tenant or fair housing brochure as well as updates to its human rights ordinance.

LCBH primarily serves clients who are at-risk for homelessness, meaning that most clients are parents with minor children, seniors, or individuals with disabilities. As a result, LCBH reaches Chicago’s most vulnerable citizens. In 2017, 70% of LCBH’s clients were women, 67% were black/African American, 19% Hispanic/Latino, 11% white/Caucasian, and 2% multi-racial or other. Further, 43% of LCBH’s clients identify as a person with a disability or a member of his/her household has a disability. 11% of clients are senior citizens. LCBH also has no bars to assisting undocumented renters.

LCBH ensures the cultural competency of its services by utilizing a client-centered approach and working closely with community-based organizations. This approach recognizes that clients come from many different backgrounds, that each has their own needs, which requires LCBH staff and attorneys to have the empathy, respect, and understanding necessary to allow every client to drive their own representation. For example, most of LCBH’s clients are single African American women with children. LCBH educates its staff through in services that provide a broader prospective on the experiences of our clients. LCBH addresses language barriers by ensuring it has staff members and interns that are bilingual (Spanish speaking).

References

Leona Barth, City of Chicago MTO has had a contract with the City of Chicago to provide similar services since 1994. 312-744-0891- Leona.Barth@cityofchicago.org

Pam White, Cook County, - MTO has had a contract with Cook County for close to 10 years. pamela.white@cookcountyil.gov (312) 603-1057

Program Staff and Managers

MTO has a dedicated and knowledgeable staff. The following positions will be assigned to the program:

Oversight of the program is vested in John Bartlett, MTO’s Executive Director. John has 30-plus years of experience in nonprofit organizations dealing with tenant rights, including 20 years in management capacities at MTO. Mr. Bartlett is a trained professional mediator and has performed mediations for the US. Postal Service for the past 20 years.

MTO Assistant Director, Anita Lewis, will manage online staff. Ms. Lewis has been with the organization for almost 2 years and has 20 years of experience in affordable housing.

MTO’s County Organizer, David Wilson, has worked with the organization 15 years. He answers calls from County residents and organizes tenants’ associations in the County and the City. Mr. Wilson has organized and presented numerous Landlord and Tenants training seminars throughout his career. He has received high marks from participants for his thoroughness and capacity to relate to participants. Mr. Wilson has also been instrumental in organizing trainings
for HUD property managers. More than 80 managers attended the last training. Mr. Wilson is an expert in subsidized housing laws.

MTO’s Hotline Coordinator, Lolita Davis, has been with the organization for 3 years. Ms. Davis has participated in trainings conducted by the Lawyers Committee for Better Housing and the National Alliance for HUD Tenants.

MTO Hotline Counselor, Javier Ruiz, is fully English/Spanish bilingual and has been working in service agencies in Chicago for several years.

MTO’s Office Manager, Barette Barker, while not directly working with clients, will perform bookkeeping, billing and ordering supplies. She has been with the organization since 2015. She has 15 years of experience working in nonprofits

LCBH staffing includes:

LCBH’s Executive Director, Mark Swartz, has been with LCBH for almost 10 years. He started up LCBH’s Tenants in Foreclosure Intervention Project (TFIP), and then served as LCBH’s Legal Director. Mr. Swartz graduated cum laude from the University of Wisconsin Law School.

LCBH Senior Attorney, Aileen C. Flanagan, attended Loyola University of Chicago Law School. Ms. Flanagan started at LCBH as a volunteer in 2010 and was recognized as the 2011 Tenant Advocate Volunteer of the Year. In 2012 she accepted a position as a full-time Staff Attorney with LCBH’s Tenants in Foreclosure Intervention Project (TFIP). In addition to defending renters in eviction cases and filing affirmative renters’ rights cases in Chicago, Ms. Flanagan manages the TFIP County initiative, providing education and financial information through its foreclosure prevention outreach program and managing the TFIP information helpline for Cook County renters.

LCBH Staff Attorney, Jonathon Raffensperger, represents tenants in eviction court, as well as in other litigation and non-litigation matters that relate to housing conditions and landlord-tenant issues. He is a graduate of Dartmouth College and the University of Chicago Law School and was admitted to practice in November 2010. Prior to joining LCBH, Jon was a litigation associate in private practice.

Fees

Please see attached sheet

Contract

MTO wishes to negotiate an exception to the insurance requirement of $5,000,000. See Insurance section in Scope of Service.

M/W/EBE

This is not applicable to MTO as the agency is a nonprofit and has no ownership. MTO’s Board would qualify as 60% of MTO’s board are people of color and 60% are women.

Project Proposal

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The Metropolitan Tenants Organization (MTO) proposes to partner with the Lawyers’ Committee for Better Housing (LCBH) to provide Evanston tenants with comprehensive services that will stabilize and improve the living conditions of Evanston renters. MTO and LCBH have been providing tenants with services for well over 30 years. MTO and LCBH have worked together for decades as partners on many projects. This partnership will elevate the services to new standards. MTO will be the lead partner in the collaboration.

We believe with a small increase in the budget MTO and LCBH will be able to significantly increase the quantity and efficacy of services. Currently there are few free legal services available to Evanston renters. Most of these services are only available to subsidized tenants. The vast majority of low-income renters reside in private market. It is essential that when providing services that renters do not suffer any unintended consequences.

Since 2014, Evanston has averaged about 200 plus eviction filings every year. Half of those filings resulted in court ordered evictions. Displacement has severe consequences for tenants and in many cases can be avoided with minimal legal assistance. MTO and LCBH will institute an Evanston Eviction Prevention Program with the long-term goal of providing every renter with the service they will need to avoid eviction.

Scope of Services:

Basic:

MTO will operate a free help line for City of Evanston renters and landlords. The helpline will be open from 1 to 5 daily and will answer calls on a first come first served basis. MTO has the capacity to handle more than 30 cases every month. Callers will receive information that fosters a better understanding of and compliance with Evanston’s Residential Landlord and Tenants Ordinance. For callers who do not call during helpline hours, MTO will return all calls within 48 hours. MTO will make two attempts to return the call.

Besides verbal information, all callers who request it will receive packets of information as follow-up which will include sample letters and other landlord tenant information. Information will be sent via mail or email. MTO will provide additional assistance to tenants and landlords which may include help in writing letters, strategies on how to resolve issues through negotiations, and referrals to other resources. Referrals include healthy homes services, homelessness prevention funding, and other resources, depending on the need. Callers can also request written information about the Evanston’s RLTO and sample letters. The Hotline is a first line of defense in efforts to prevent homelessness and maintain Evanston's affordable rental housing.

MTO has extensive relationships with legal service providers as well as attorneys throughout the region. As a part of the contract MTO will make referrals to the best available free legal assistance provider. MTO is aware that for market rate tenants there are few resources which is why we are proposing that as a part of this contract, LCBH will provide direct legal services to low-income renters. By providing this service MTO and LCBH can make sure that low-income residents will receive the support they will need to avoid dislocation. Letters and legal information will resolve many issues, but sometimes it must be followed up with legal assistance, such as to defend against a wrongful eviction lawsuit.
The MTO-LCBH Partnership will coordinate and streamline legal referrals, reduce displacement, and make sure that renters have the tools and resources to avoid eviction and stay in their homes. MTO will act as a liaison between tenants and attorneys and work with renters to avoid eviction and unwanted displacement. The MTO-LCBH collaboration will decrease intake redundancy, create a smooth handoff of eviction cases, improve data collection and, in the end, increase tenant stability. Increased stability will have positive effects on both the families and their communities, including effects on education, health and employment.

MTO and LCBH will work with the City of Evanston to maintain current Landlord and Tenant information on the City of Evanston’s website and MTO’s website. MTO is currently investigating whether it is feasible to modify MTO’s web app for Chicago to create a web app for Evanston that will contain downloadable and editable letter templates for rent reduction notices, 14-day termination notices, essential service notices, etc. Should it not be possible to change the web app, MTO will post all letters and information on its website, www.tenants-rights.org.

Additional Services:

MTO will organize and provide at least one two-hour training for Evanston tenants and/or small landlords. MTO routinely hosts trainings 20 to 30 trainings of this nature throughout the year. The trainings will provide an overview of Evanston’s Residential Landlord and Tenants Ordinance as well as a questions and answer period to go over individual concerns. MTO will provide all participants with sample letters and other written materials.

MTO, at no cost to the City of Evanston, will participate in round tables of service provider networks and Evanston’s Continuum of Care. Through participation in these forums MTO will expand outreach efforts to renters and will encourage renters to call as soon as problems arise and are easier to resolve rather than wait for a crisis which makes resolving problems more difficult. MTO is available to consult with the City of Evanston regarding emerging landlord and tenant’s issues and help to develop a proactive response that may require programmatic or legislative fixes.

As a part of this agreement, MTO will organize a two-hour training for property managers. MTO will work with the City’s Property Standards Division to conduct outreach to landlords, particularly small landlords and those with a history of poor performance. MTO will work with Taft West, Vice President of Technical Assistance and Sustainability for the Chicago Community Loan Fund and an LCBH board member, to facilitate the training.

On an as needed basis, MTO will provide mediation services for landlords and tenants. MTO’s Executive Director is a professional mediator and can handle complex in-person disputes. MTO staff are able to work with tenants to communicate with landlords to develop win-win agreements. MTO will also conduct informal mediations/negotiations over the phone.

When there are building-wide repair or other problems, working with a tenants’ association is often the most effective and efficient means of resolving disputes. When tenants call with a problem, they are asked if others in their building are facing a similar problem. A counselor will identify a building for organizing if the majority of tenants are facing a common problem such as a foreclosure, poor maintenance, building security concerns, health hazards, or other issues that may threaten the viability and affordability of the complex. In those cases, MTO’s field
organizer will help residents form tenant associations, and provide the training and support needed to help resolve the issue(s) threatening the preservation of the building, while also working to keep it affordable.

Finally, LCBH's staff attorneys will provide high-quality eviction defense and pre-litigation to tenants who do not have an attorney. These services will include representation for low-income renters facing eviction as well as litigation services to combat retaliation and illegal lockouts. LCBH has extensive experience in this area. In 2017, LCBH represented 255 renters and their families in eviction court as well as represented 132 families in non-litigation matters.

In 2017, there were approximately 29,965 eviction filings in Cook County, with many more renters being "informally evicted" by a coercive landlord, poor conditions, or lockouts. LCBH is working on a forthcoming report analyzing Cook County eviction court records. Preliminary findings show that renters in eviction court without an attorney are at a huge disadvantage. When renters do not have an attorney, 36% of renters lose their case at their very first time in front of the judge; with an attorney, the likelihood of a renter losing at the first court date is nearly eliminated (3%). Renters without attorneys are a third more likely to get a judgment (62.7 v. 48.4) and represented renters are 80% more likely to get a dismissal (25.7 v. 47.0).

The impact of being evicted has lasting consequences. This is true even for those who paid their rent in a timely manner, but were evicted without cause, or where an eviction suit was merely filed and was either dismissed or adjudicated in favor of the tenant. And since many landlords and housing authorities refuse to take on persons with evictions on their record, families are often forced to relocate to neighborhoods with higher levels of poverty and violent crime, or accept units that are lower in quality, higher in cost, or both.

LCBH attorneys will provide consultation to make sure letters written by tenants to landlords regarding rent reductions, eviction notices, essential services and other issues are consistent with the provisions of Evanston’s Landlord Tenant Ordinance. When such letters are not effective at resolving a dispute, LCBH will assess the appropriateness of providing more in-depth legal services.

Service Delivery

MTO will accept referrals by phone and email from City’s 311 system. MTO will also accept referrals from City’s website and from all other Evanston sources including governmental and nonprofit entities. On at least a monthly basis, MTO will provide onsite counseling in Evanston at a City of Evanston office/meeting space. We will acknowledge all call with 2 business days and resole all simple requests within 5 days.

Reporting:

Reports to funders are provided as specified. MTO will work with the City of Evanston to develop a report format. Reports will be turned in on a monthly basis.

Tracking and reporting are done primarily through dBase software and Microsoft Excel. MTO has developed mapping capabilities for the City of Chicago. We expect to be able to develop the same for Evanston. The exception to our monthly reporting cycle involves our Tenants Rights
Hotline, for which a weekly recap report is a regular Agenda item at our Friday All-Staff Meeting. This schedule recognizes the critical nature of the Hotline to our overall program, and focuses on Hotline staffing (both staff and volunteer), number of calls, and any anomalies in the types of calls (MTO's Hotline calls have historically served as an early warning system on the state of the rental housing market).

Additionally, the Hotline/Volunteer Supervisor and the Executive Director/Assistant Director meet no less than monthly to discuss benchmarks and any needed adjustments.

Pricing

Please see attached sheet.

Insurance:

MTO wishes to negotiate the comprehensive general liability requirement discussed in the RFP. MTO believes it creates a hardship to effectively and efficiently perform the services required. Currently, MTO maintains 1,000,000 combined single limit for each occurrence and can designate the City as Additional Insured. It would cost an additional $4,000 to increase that to $5,000,000 which would add unnecessary additional costs to the project, which MTO would then take on. We already have absorbed some of the costs of the project. We ask for a waiver from this exceedingly high amount of insurance. No other governmental agency, including the City of Chicago, requires such a large policy.
# Exhibit A - Fee Schedule

## Fee Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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<tr>
<td>Total Staff Costs</td>
<td>$66,954.90</td>
</tr>
<tr>
<td>Total Reimbursable Expenses</td>
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<tr>
<td>Total M/W/EBE Participation</td>
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<tr>
<td><strong>Total Project Cost:</strong></td>
<td><strong>$70,000.00</strong></td>
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## Fee Detail by Task

### Task 1: Basic Scope of Services (1.A.-C.)

<table>
<thead>
<tr>
<th>Assigned Staff</th>
<th>Firm Name</th>
<th>Avg. Hourly Rate</th>
<th>Project Hours</th>
<th>Proposed Cost</th>
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<tr>
<td>Lolita Davis</td>
<td>Metropolitan Tenants Org</td>
<td>$23.34</td>
<td>300</td>
<td>$7,002.00</td>
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<td>Barette Barker</td>
<td>Metropolitan Tenants Org</td>
<td>$24.02</td>
<td>34</td>
<td>$2,017.00</td>
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<tr>
<td>Anita Lewis</td>
<td>Metropolitan Tenants Org</td>
<td>$36.24</td>
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<td>$4,348.80</td>
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<td>Javier Ruiz</td>
<td>Metropolitan Tenants Org</td>
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<td>$7,311.00</td>
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<td>John Bartlett</td>
<td>Metropolitan Tenants Org</td>
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<td>$2,124.50</td>
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Total Reimbursable Expenses (e.g. printing, travel, supplies, etc) $2,321.70

Total Proposed Cost - Task 1 $30,000

### Task 2: Landlord or Tenant Group Training (2.A.)

<table>
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<tr>
<th>Assigned Staff</th>
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<th>Project Hours</th>
<th>Proposed Cost</th>
</tr>
</thead>
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<tr>
<td>David Wilson</td>
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<td>Anita Lewis</td>
<td>Metropolitan Tenants Org</td>
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Total Reimbursable Expenses (e.g. printing, travel, supplies, etc) $120.40

Total Proposed Cost - Task 2 $1,750.00

### Task 3: Property Managers Group Training (2.B.)
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<th>Assigned Staff</th>
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<th>Project Hours</th>
<th>Proposed Cost</th>
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<tr>
<td>David Wilson</td>
<td>Metropolitan Tenants Org</td>
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<td>$1,267.20</td>
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<tr>
<td>Anita Lewis</td>
<td>Metropolitan Tenants Org</td>
<td>$36.24</td>
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<td>$362.40</td>
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**Total Reimbursable Expenses (e.g. printing, travel, supplies, etc)**

$120.40

**Total Proposed Cost - Task 3**

$1,750.00

### Task 4: Mediation Services (2.C.)

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<tr>
<th>Assigned Staff</th>
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<th>Project Hours</th>
<th>Proposed Cost</th>
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<td>Metropolitan Tenants Org</td>
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<td>$1,274.70</td>
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**Total Reimbursable Expenses (e.g. printing, travel, supplies, etc)**

$225.30

**Total Proposed Cost - Task 4**

$1,500.00

### Task 5: Tenant Organizing (2.D.)

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<th>Project Hours</th>
<th>Proposed Cost</th>
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<tr>
<td>David Wilson</td>
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<td>$3,655.50</td>
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<tr>
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<td>Metropolitan Tenants Org</td>
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</table>

**Total Reimbursable Expenses (e.g. printing, travel, supplies, etc)**

$257.30

**Total Proposed Cost - Task 5**

$5,000

### Task 6: Consulting Services (2.E.)

<table>
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<tr>
<th>Assigned Staff</th>
<th>Firm Name</th>
<th>Avg. Hourly Rate</th>
<th>Project Hours</th>
<th>Proposed Cost</th>
</tr>
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<td>Mark Schwartz</td>
<td>Lawyers Committee for</td>
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<td>$30,000.00</td>
</tr>
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</table>

**Total Reimbursable Expenses (e.g. printing, travel, supplies, etc)**

$0.00

**Total Proposed Cost - Task 6**

$30,000.00
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 41-O-18
         Modification of parking requirements for College/University Institutions
         18PLND-0004

Date: March 27, 2018

Recommended Action:
The Plan Commission and staff recommend City Council adopt Ordinance 41-O-18, amending the Zoning Ordinance to modify parking requirements for College/University Institutions.

Livability Benefits
Built Environment: Promote diverse transportation modes.

Background
The existing total parking requirement for College/University Institutions is based on the number of employees and students, seating for gymnasiums/exhibit halls, and number of residents and employees within fraternities and sororities and dormitories. Based on these requirements students that are living on campus are double-counted both in the general parking requirement as “students” and also as “residents” within the fraternities and sororities and dormitories portion of the parking requirement.

While the Zoning Ordinance requirements apply to all current and future Colleges/Universities, Northwestern University is the only remaining institution within the City. Kendall College, which was located in Evanston from 1934 to 2004, relocated to Chicago. The former school site is now developed as single family homes. Similarly, National Louis University, which formerly had its main campus located in Evanston, opened a new main campus in Chicago as well as a campus in Skokie, closing its Evanston location in 2006.
Northwestern University’s currently has 4,111 parking spaces on the main campus where it is required by the current Zoning Ordinance to have 4,096 parking spaces. The City and Northwestern are working on a project to replace the City’s existing water reservoir at the intersection of Lincoln Street and Campus Drive. The current reservoir has surface parking above it, which will not be allowed to remain once it is rebuilt resulting in a loss of approximately 140 parking spaces. Instead of applying for parking variations to accommodate this and future projects, the City and Northwestern have applied for a Text Amendment.

Northwestern University restricts the number of on-campus parking permits by prohibiting the issuance of permits to freshmen, sophomores, juniors, and any students or staff living within the “Walking Zone” between Central Street on the north and Lake Street to the south, and Sheridan Road to the east and Ridge Avenue/Metra Tracks to the West.

Additionally, the University promotes the use of alternate modes of transportation; with 3 Divvy bike share stations on or adjacent to campus in addition to car sharing parking spaces. The City has also recently upgraded the bicycle infrastructure in the area including new two-way protected bike lanes on Chicago Avenue and Sheridan Road. Ridesharing data also indicates that some of the top destinations for Uber and Lyft are found on Northwestern’s Campus. Northwestern has also recently built the South Visitors Center Structure, 435 spaces, and the North Campus Structure, 1,125 spaces. The North Campus Structure was engineered to accommodate two additional parking levels, 476 spaces, if ever needed in the future.

A Commuting Modes Survey conducted in November 2016 by SustainNU showed the following commuting patterns to and from campus for Students (24% Walk, 16% Bicycle, 10% Shuttle, 10% Public Bus, 25% Public Train and 10% Drive) and Faculty and Staff (8% Walk, 10% Bicycle, 5% Shuttle, 5% Public Bus, 22% Public Train and 45% Drive). A study conducted in December 2015 showed that parking utilization rates at peak hours of the then 4,240 spaces was 73% at 1:00 p.m. and 38% at 8:00 a.m. meaning that there was a surplus of 1,161 spaces during peak utilization. The new structures mentioned above were complete and taken into consideration for this study.

Currently, 492 students who live in fraternities and sororities and dormitories are eligible, as seniors or graduate students, to receive campus parking permits. Only 30 of these students have parking permits, 14 of which are graduate students and 16 are undergraduate students. The ratio of students who have parking permits to those who are eligible to obtain parking permits is approximately 1 to 16, where the required parking ratio in the current ordinance is 1 to 5 and the proposed reduced ratio is 1 to 10.

Proposal Overview
Staff is proposing to adjust the parking requirements for dormitories and fraternity and sorority houses. Specifically staff will amend the zoning ordinance as described below:
### Table 16-B Schedule of Minimum Off-Street Parking Requirements

<table>
<thead>
<tr>
<th>College/university institutions:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>College/university, general</td>
<td>1 parking space for each 3 faculty and staff members and other employees, plus 1 additional parking space for each 15 students enrolled. For the purposes of this requirement &quot;college/university&quot; shall include library - college/university, auditorium/theater - college/university, student union - college/university and chapel - college/university</td>
</tr>
<tr>
<td>Gymnasium/sports arena</td>
<td>Parking spaces equal to 10 percent of designed seating capacity</td>
</tr>
<tr>
<td>Exhibit hall</td>
<td>Parking spaces equal to 10 percent of designed capacity of the main assembly area</td>
</tr>
<tr>
<td>Fraternity and sorority</td>
<td>1 parking space for each 510 residents, plus 1 parking space for each 3 full time employees</td>
</tr>
<tr>
<td>Dormitory</td>
<td>1 parking space for each 510 residents, plus 1 parking space for each 3 full time employees</td>
</tr>
</tbody>
</table>

The proposed text amendment still requires more than the 1 to 16 ratio of students with parking permits to those eligible to obtain parking permits. The proposed amendment would reduce the total required parking spaces on Northwestern University’s campus from 4,096 to approximately 3,493 and bring it more in line with above demonstrated demand and allow for future construction on campus without the need to obtain a variance for each project.

**Legislative History**
February 21, 2018 – The Plan Commission voted, 9-0, to recommend approval of the proposed text amendment.

**Attachments**
Ordinance 41-O-18
[Link to Plan Commission Packet for 2/21/2018]
Approved Plan Commission Minutes for the 2/21/2018 Meeting
41-O-18

AN ORDINANCE

Amending Table 16-B of Title 6, Chapter 16 of the Evanston City Code, “Schedule of Minimum Off Street Parking Requirements”

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

SECTION 1: The requirements for “Fraternity and Sorority” in Table 16-B of Title 6, Chapter 16 of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

| Fraternity and sorority | 1 parking space for each 5-10 residents, plus 1 parking space for each 3 full time employees |

SECTION 2: The requirements for “Dormitory” in Table 16-B of Title 6, Chapter 16 of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

| Dormitory | 1 parking space for each 5-10 residents, plus 1 parking space for each 3 full time employees |

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

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect
without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 5:** The findings and recitals herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 6:** Ordinance 41-O-18 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018  
Approved:

Adopted: _________________, 2018  
______________________________, 2018

______________________________
Stephen H. Hagerty, Mayor

Attest:  
Approved as to form:

______________________________
Devon Reid, City Clerk

Michelle M. Masoncup, Interim City Attorney
MEETING MINUTES
PLAN COMMISSION
Wednesday, February 21, 2018
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Colby Lewis (Chair), Simon Belisle, Patrick Brown, Terri Dubin, Carol Goddard, George Halik, Peter Isaac, Andrew Pigozzi, Jolene Saul

Members Absent:

Staff Present: Meagan Jones, Neighborhood and Land Use Planner
Scott Mangum, Planning and Zoning Administrator
Erika Storlie, Assistant City Manager/Acting Director of Community Development

Presiding Member: Colby Lewis, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM

Chairman Lewis called the meeting to order at 7:00 P.M.

2. APPROVAL OF MEETING MINUTES: November 29, 2017 and December 6, 2017

Commissioner Goddard made a motion to approve the minutes from December 6, 2017. Commissioner Belisle seconded the motion. A voice vote was taken and the minutes were unanimously approved, 9-0.

Commissioner Dubin made a motion to approve the minutes from November 29, 2017. Commissioner Goddard seconded the motion. A voice vote was taken and the minutes were unanimously approved, 9-0.

3. NEW BUSINESS

A. TEXT AMENDMENT

18PLND-0004
College/University Parking Requirements
A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning to amend Chapter 16 of the Zoning Ordinance to modify parking requirements for College/University Institutions.

Ms. Jones provided a brief background on the current parking regulations for
College/University Institutions noting that two Institutions which were open at the time of the adoption of the regulations, Kendall College and National Louis University, no longer had campuses in Evanston. She provided information on the current amount of parking provided by Northwestern and the number of parking permits issued to students living in dormitories and fraternity/sorority houses. She also stated that the City and Northwestern University are co-applicants for the proposed text amendment.

Questions from the Commission:

- Whether or not the parking requirement takes event space parking into consideration. Mr. Mangum stated that the amendment specifically addresses the dormitory and fraternity/sorority house uses but that the overall parking requirements take event spaces into consideration. There is parking available on campus for public use that does not require a permit during certain times of day.
- Why file the application jointly? Mr. Mangum stated that the reason for the amendment is the work being done on the City reservoir requires the removal of parking spaces above the new reservoir and that instead of having Northwestern University come in for variance requests for that and future projects on campus, the text amendment was suggested.
- How many parking spaces would be required after the text amendment should it be approved and could the University reduce parking in other locations on campus? Mr. Mangum stated that 3,493 would be the number of required parking spaces and that it is possible that parking is reduced in other parts of campus.
- Clarification on the timing of the 2015 study provided and the opening of new garages on campus. Mr. John D'Angelo clarified that at the time of the 2015 study the two newest parking garages on the north and south ends of the campus were open and taken into account.
- Whether or not the “projected” amount of parking needed includes faculty and students within the building as part of new construction. Mr. D’Angelo confirmed that faculty and students are included in the projected amount of required parking.
- Double counting of students is still not fully reduced for residents of dormitories, fraternities and sororities. What will prevent Northwestern from coming back for further reduction? Ms. Storlie stated that the impetus for the text amendment is the work the City must complete on the City Reservoir and the loss of parking spaces. Northwestern University did not approach the City for the proposed amendment. She also stated that there is no evidence that the double counting is a problem and does not anticipate Northwestern University coming in for further required parking reductions.

Commissioner Goddard made a motion to recommend approval of the proposed text amendment. Commissioner Belisle seconded the motion.
A roll call vote was taken and the motion was approved, 9-0.

Nays: None

B. TEXT AMENDMENT  
18PLND-0011
Porch Regulations
A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning to amend City Code Section 6-4-1-9, Yards, and City Code Section 6-18-3, Definitions, to modify regulations pertaining to porches.

Mr. Mangum provided background and reasons for the proposed text amendment including a large number of requested variances due to the lack of usable porch space permitted by the current regulations. Two options were provided: the first to permit a front porch depth that extends a maximum of 25% into the required front yard setback, and the second to permit a porch depth of 6 feet, provided that a minimum 10 foot front yard setback is provided.

Questions from the Commission:

- Whether or not the proposed amendment would apply to new construction or additions. The proposed amendment would apply to any new construction affecting front yard setbacks.
- How is porch use regulated? If a porch space is enclosed and is used as interior living space then these regulations would not apply to that space.
- 6 feet, while reasonable for a front porch, may be limiting in a large front yard. Discussion followed starting with a suggestion of combining the two amendment options to fully address functionality of porches in yards of varying sizes.
- Clarification on how setbacks are managed when there are varying existing front yard setbacks, or a zig-zag effect, within a block. Mr. Mangum stated that an average of existing front yard setbacks is taken to determine required setbacks for new construction or additions. Discussion followed with comments regarding the desired outcome.
- Clarification on depth needed for ADA accessibility and suggestion that the porch be at least that depth. If a ramp were needed that would be a similar regulation to allowing steps projecting into a setback.

Discussion continued regarding preferences for the text amendment and emphasis that the required setback is a minimum, allowing the property owner to still have some flexibility. Clarification on whether or not nonconforming porches would be affected was provided, specifically, if a porch is damaged or destroyed outside of the
property owner's control, it could be replaced within a year.

Commissioner Isaac made a motion to recommend that the amendment be revised so that front porches must maintain a minimum ten foot front yard setback and may be the greater of six feet in depth or 25% of the depth of the required front yard. Commissioner Belisle seconded the motion.

A roll call vote was taken and the motion was approved, 9-0.

Nays: None

4. OTHER BUSINESS

A. MODIFICATIONS TO ADMINISTRATIVE RULES AND PROCEDURES OF THE PLAN COMMISSION

Ms. Jones provided a brief summary of the edits being proposed by staff for the Administrative Rules and Procedures. These consisted of: minor grammatical edits, changes to the attendance requirements, changes to language regarding review of the City’s Capital Improvement Program (CIP), elimination of Associated Members, and the elimination of leaseholders being able to request a continuance at public hearings (consistent with City code) among other items.

Discussion followed with Commission questions and comments as follows:
- Concern that deleting the CIP review would remove an opportunity for public comment. Mr. Mangum responded that there are other opportunities for the public to provide feedback on the CIP, specifically at City Council or Administration and Public Works Committee. It was suggested to take out reference to the CIP but keep the remaining language as it refers to other City plans.
- Displeasure with the language attendance requirement vote. Suggestion to remove that portion of the revised language but keep the reduction in missed meetings triggering action at the Chair's discretion.
- Confirmation that there are currently no Associate Members.
- Confirmation regarding the necessity of holding a position on a subcommittee or being a liaison.

Commissioner Isaac made a motion to revise the proposed amendment to Article IV(E) to read “The chair shall notify the Mayor when a member of the Commission has failed to attend meetings during a consecutive three (3) months, or six (6) times during a consecutive twelve (12) months, unless the chair shall determine that the failure to attend was for a good cause.” Commissioner Saul seconded the motion. The Commission voted, 9-0, to adopt the revised amendment regarding
Commissioner attendance.

Commissioner Isaac made a motion to revise the proposed amendment to Article III to remove reference to CIP review and read “To study, review and prepare recommendations on plans and proposals of other departments of the City government which relate to the implementation of the Comprehensive General Plan.” Commissioner Goddard seconded the motion. The Commission voted, 8-1, to approve the revised amendment regarding CIP and plan review.

Commissioner Belisle made a motion to approve the remaining suggested amendments as presented by staff. Commissioner Isaac seconded the motion. The Commission voted, 9-0, to approve the remaining suggested amendments as presented by staff.

B. APPOINTMENTS OF LIAISONS AND ZONING COMMITTEE MEMBERS

Chair Lewis listed the Commissioners who acted as liaisons for various Boards and Committees and asked if there were any proposed changes. A brief discussion followed.

The following appointments were made:
Zoning Committee- Dubin, Saul (Chair), Goddard, Belisle, Isaac;
Comprehensive Plan Committee- Dubin (Chair), Lewis, Pigozzi, Brown, Halik;
Rules Committee- Lewis, Isaac, Goddard (Chair);
Economic Development Committee – Pigozzi;
Planning & Development Committee – Lewis;
Housing & Community Development Act Committee – Goddard;
Transportation and Parking Committee – Dubin;
(Public Place Names Committee and ADA Advisory Committee have been eliminated).

5. PUBLIC COMMENT

There was no public comment.

6. ADJOURNMENT

Commissioner Goddard made a motion to adjourn the meeting. Commissioner Pigozzi seconded the motion.

A voice vote was taken and the motion was approved by voice call 9-0.
The meeting was adjourned at 8:34 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
For City Council meeting of September 17, 2018
Items P4-P5
Ordinance 105-O-18, Text Amendment – Creating Brew Pubs
Ordinance 108-O-18, Special Uses and Major Zoning Relief for 2119-2125 Ashland
For Introduction

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
Torrance Gardner, Intern

Subject: Ordinances 105-O-18 and 108-O-18
Zoning Ordinance Text Amendment, Special Use-Major Zoning Relief
2119-2125 Ashland Avenue
18PLND-0064

Date: September 11, 2018

Recommended Action:
The Plan Commission and staff recommend approval of Ordinance 105-O-18 authorizing Zoning Ordinance Text Amendments to alcohol producing uses that include allowing Brew Pubs as a Special Use in the MXE Mixed-Use Employment District. The Zoning Board of Appeals and staff recommend approval of Ordinance 108-O-18 authorizing Special Uses for a Banquet Hall and Brew Pub and Major Zoning Variations for a 0’ front yard setback where 10’ is required, a 0’ interior side yard setback where 5’ is required, a 0’ rear yard setback where 5’ is required, and to eliminate 1 required short loading dock.

Livability Benefits:
Economy and Jobs: Retain and Expand Local Businesses, Expand Job Opportunities

Background:
The applicant proposes to create a location that includes three different concepts: Brew Pub, event space (Banquet Hall) and an area to display classic cars. The Brew Pub will include a full service bar, full service restaurant and will serve the beer that is brewed on-premises. The applicant envisions the different spaces to be used separately and together, depending on the occasion.
Property location and surrounding zoning. Subject property marked with hash lines and red dot.

**Analysis:**
The subject property, 2119-2125 Ashland Avenue, is located on the east side of Ashland Avenue between Payne Street to the north and Simpson Street to the south. The property contains a 1 and 2-story commercial building with surface parking adjacent to the building at the south end of the property. The property is 147.1’ wide and 146.0’ deep, 21,426 square feet. The property has frontage and access to Ashland, along with access to an alley along the east rear property line. The building was formerly occupied by CrossFit e-town.

The surrounding area is a mix of residential, commercial, light industrial and religious institutional uses.

**Proposal:**

**Text Amendment:**
The applicant is requesting approval of a Text Amendment to allow Brew Pubs in the MXE Mixed-Use Employment District. Currently, a Craft-brewery is a permitted use in the MXE District, but the definition of a Craft-brewery specifically does not include a restaurant. A Type-1 or a Type-2 Restaurant is neither a permitted use nor a special use in the MXE District.

When looking at similar uses allowed in the zoning code, both Craft-brewery and Craft-distillery or micro-distillery uses are permitted uses in the MXE District, with separate but similar definitions. Where allowed, these uses are treated the same.

In addition to the applicant’s requested Text Amendment, staff and the Plan Commission recommend several modifications to alcohol producing uses:
1. Creating a new use, Brew Pub, which includes a Type 1 Restaurant and accessory production facilities.
2. Allowing Brew Pubs in the same zoning districts where Type-1 Restaurants are allowed, in addition to allowing them in the MXE, MUE and MU Districts as special uses.
3. Combining both Craft-brewery and Craft-distillery or Micro-Distillery uses into one use category, Craft Alcohol Production Facility, with one definition which includes beer, wine and other alcohol production and no change to the districts where they are allowed.
4. Allowing a Type-1 Restaurant as an accessory use to Craft Alcohol Production Facility.

<table>
<thead>
<tr>
<th>Existing Definitions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Craft-Brewery</strong></td>
</tr>
<tr>
<td>A commercial facility that: (1) produces fermented malt beverages on site in quantities compliant with all applicable local, state, and federal regulations; and (2) includes an accessory tasting room in zoning districts where the facility is a Special Use. Product sampling or retail sale as may be defined and regulated by Title 3, Chapter 4 of the City Code at the facility allows customers to taste samples of products manufactured on-site and purchase related sales items. Any sale of alcohol in the tasting room or otherwise in the facility which is manufactured outside the facility is prohibited. A craft-brewery does not include restaurants with accessory brewing facilities.</td>
</tr>
<tr>
<td><strong>Craft-Distillery or Micro-Distillery</strong></td>
</tr>
<tr>
<td>A facility that: (1) produces alcoholic beverages in quantities compliant with all applicable local, state, and federal regulations; and (2) includes an accessory tasting room in zoning districts where the facility is a Special Use. A tasting room allows customers to taste samples of products manufactured on-site and purchase related sales items. Sales of alcohols manufactured outside the facility are prohibited.</td>
</tr>
<tr>
<td><strong>Restaurant, Type-1</strong></td>
</tr>
<tr>
<td>An establishment in which the principal use is the service of prepared food and beverages for consumption on the premises. All service of prepared food and beverages for consumption on the premises shall require customers to order at a table, booth, or dining counter with service by a waiter or waitress at said table, booth, or dining counter and shall also require the use of reusable (nondisposable) flatware and dishware. Drive-through facilities are prohibited.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposed Definitions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Craft Alcohol Production Facility</strong></td>
</tr>
<tr>
<td>A commercial facility that: (1) produces beer, wine, or other alcoholic liquor in quantities complaint with all applicable local, state, and federal regulations; and (2) includes an accessory tasting room in zoning districts where the facility is a Special Use. A tasting room is only permitted to allow customers to taste samples of products manufactured on-site and purchase related sales items. Sale of alcohols manufactured off-site are prohibited. A Craft Alcohol Production Facility may have a Type 1 Restaurant as an accessory use.</td>
</tr>
<tr>
<td><strong>Brew pub</strong></td>
</tr>
<tr>
<td>An establishment in which the principal use is a Type 1 Restaurant that also brews or produces wine, beer, or any other alcoholic liquor as an accessory use on-site, either for on-site consumption or off-site consumption in containers that are sealed on-premises and compliant with all applicable local, state, and federal regulations.</td>
</tr>
<tr>
<td>District</td>
</tr>
<tr>
<td>----------</td>
</tr>
<tr>
<td>B1</td>
</tr>
<tr>
<td>B2</td>
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<tr>
<td>B3</td>
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<td>B1a</td>
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<tr>
<td>C1</td>
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<tr>
<td>C1a</td>
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<tr>
<td>C2</td>
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<td>D1</td>
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<td>D3</td>
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<td>D4</td>
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<td>MXE</td>
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<td>MUE</td>
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<td>RP</td>
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<td>I1</td>
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<tr>
<td>I2</td>
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<tr>
<td>I3</td>
</tr>
</tbody>
</table>

Language to be removed noted as stricken, proposed language underlined (and shaded in table).

The parking standards for Type-1 Restaurants will also apply to Brew Pubs, which is how they have previously been applied. Parking standards for Light Manufacturing and Type-1 Restaurant are to be applied to Craft Alcohol Production Facility based on the components of the respective floor plans.
The following similar uses/businesses currently exist in Evanston:

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Address</th>
<th>Zoning Classification</th>
<th>Evanston Liquor</th>
<th>State Liquor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peckish Pig</td>
<td>623 Howard St</td>
<td>Type-1 restaurant with accessory brewing (B3)</td>
<td>Class J (Brew Pub)</td>
<td>1C - Brew Pub</td>
</tr>
<tr>
<td>Smylie Bros Restaurant and Brewery</td>
<td>1615 Oak Ave</td>
<td>Type-1 restaurant with accessory brewing (D2)</td>
<td>Class J (Brew Pub)</td>
<td>1C - Brew Pub</td>
</tr>
<tr>
<td>Few Spirits</td>
<td>918 Chicago Ave</td>
<td>Special use for micro-distillery (C1a)</td>
<td>Class P (Craft Distillery)</td>
<td>3X - Craft Distiller</td>
</tr>
<tr>
<td>Sketchbook Brewing Co.</td>
<td>821 Chicago Ave</td>
<td>Special use for craft brewery (C1a)</td>
<td>Class P2 (Craft Brewery)</td>
<td>3C - Brewer/3Y - Class 1 Brewer</td>
</tr>
<tr>
<td>Temperance Beer Company</td>
<td>2000 Dempster St</td>
<td>Micro-brewery with tap room (I2)</td>
<td>Class P2 (Craft Brewery)</td>
<td>3C - Brewer</td>
</tr>
<tr>
<td>North Shore Cider Company</td>
<td>707 Howard St</td>
<td>Special use for a micro-brewer (cider) (B3)</td>
<td>Class P3 (Craft Winery)</td>
<td>1E - Wine Maker's Retailer/3F - 1St Class Wine Maker</td>
</tr>
</tbody>
</table>

**Brew pub:**
Assuming the text amendment to allow Brew Pubs as a special use in the MXE district is approved, the applicant has provided the following information concerning the brew pub:

- **Food Service:** Lunch and dinner prepared and served on-site.
- **Hours of operation:**
  - Monday through Thursday: 11:00 am to 12:00 am
  - Friday and Saturday: 11:00 am to 1:00 am
- **Number of employees:** Approximately 4-10.
- **Seating:** Up to 100.
- **Deliveries:** Daily delivery of supplies, during normal business hours, via the alley, by box truck.

The brewery is set up and intended for on-site consumption related to the Brew Pub and Banquet Hall. Off-site consumption is anticipated to be less than 10% of beer brewed. The brewing will take place in the proposed addition at the northeast corner of the building, next to the alley, with fermenting and serving tanks located throughout the space to create the feel of a brewery.

The bump out shown on the south building elevation and rendering does not match the 2nd floor plan. The drawings will need to be corrected prior to review by DAPR which is required before a building permit is issued. The second floor bump out does not appear to have an impact on any zoning requirements.

**Banquet Hall:**
The applicant requests to operate a Banquet Hall. As noted earlier in the memo, the banquet space may be used with the Brew Pub and classic car display area or separately.
The applicant has provided the following information regarding the banquet hall use:

- **Food service:** Catered by others.
- **Hours:**
  - Monday through Thursday: 11:00 am to 12:00 am
  - Friday and Saturday: 11:00 am to 1:00 am
- **Employees/staff:** Approximately 10-30.
- **Parking:** Valet or self-parking at off-site locations. While the site plan shows they will be compliant with the required amount of off-street parking, the applicant states they plan to reach agreements to allow event attendees to park in nearby parking lots owned by others.
- **Events per month:** 2-5 events, upon booking.
- **Size of Events:** 20-300 people attending.
- **Seating:** Removable seats in the event space as needed.
- **Event Types:** Weddings, corporate events, family gatherings, beer tastings, community events, and gourmet sit down dinners with beer pairings (shall work in conjunction with local executive chefs).

**Site Plan and 1st Floor plan**

The site plan shows 29 parking spaces, accessed from Ashland Avenue, where 21 spaces are required. Two of these spaces are handicapped accessible. To determine required parking, the standard for “cultural facilities (not including college/university
facilities)” was used: 1 space/2 employees + 1 space/10 fixed seats + 1 space/500 gross sq. ft. because the ordinance is silent for a Banquet Hall use and this standard was most similar to the proposed project. The number required based on number of employees is based on 11-13 employees for events.

Major Zoning Relief:
The applicant proposes to construct 1-story additions at the front and rear of the northern portion of the building. The building is currently non-conforming concerning required front yard and north interior side yard. Given the proposed gross floor area of 11,325.4 sq. ft., 1 short loading dock is required. The applicant is not proposing a loading dock.

The following variations are requested:

<table>
<thead>
<tr>
<th></th>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front yard setback</td>
<td>10 ft.</td>
<td>0 ft.</td>
<td>0 ft.</td>
</tr>
<tr>
<td>North interior side yard</td>
<td>5 ft.</td>
<td>0 ft.</td>
<td>0 ft.</td>
</tr>
<tr>
<td>setback</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rear yard setback</td>
<td>5 ft.</td>
<td>12.5 ft.</td>
<td>0 ft.</td>
</tr>
<tr>
<td>Loading dock – Cultural Facility</td>
<td>1 short / 10,000-20,000 gross floor area</td>
<td>1 short</td>
<td>none</td>
</tr>
<tr>
<td></td>
<td>10 ft. x 35 ft.</td>
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<td></td>
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<tr>
<td></td>
<td>14 ft. vertical clearance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The existing front yard and north interior side yard setbacks are non-conforming. The proposed front and rear additions will align with the existing building at the front and north side. However, the proposed rear addition will extend the building closer to the rear property line than the current condition; the current setback is 12.5’, where 0’ is proposed. The proposed setbacks are generally consistent with the industrial buildings within the immediate area.

One short loading dock is required based on the gross floor area. Currently, there is one short loading dock and two overhead doors off the alley. The applicant is requesting to eliminate the loading dock, which is where the rear addition will be located. The applicant described daily delivery of supplies, during normal business hours, via the alley, by box trucks. The applicant should confirm how many daily deliveries are anticipated.
Building Elevation Rendering

**Comprehensive Plan:**
The Evanston Comprehensive General Plan encourages the adaptive reuse of existing structures and vacant, blighted properties. The Comprehensive Plan also recognizes the importance of cohesive and mutually beneficial mixed-use areas that feature residences as well as neighborhood business. The Comprehensive Plan specifically includes:

- **General Lane Use:** The subject property is in an area designated as an industrial area where expansion or adaptive-reuse may occur; employment retention is encouraged, Map 2.

- **Objective:** Promote the growth and redevelopment of business in existing commercial and mixed-use locations that would benefit from redevelopment.

The proposed brew pub and banquet hall will occupy a currently vacant structure, with façade changes proposed to improve the aesthetics of the property, and will provide an active use within the neighborhood.

**Legislative History:**
August 8, 2018 - Combined Plan Commission and Zoning Board of Appeals meeting.

The Plan Commission recommended approval of the proposed text amendment with the following changes which are reflected in Ordinance 105-O-18:

1. **Brew Pub Definition:** Reference to “hand-capped, sealed containers” should be revised to read on-premises sealed containers.
2. **Type-1 Restaurants:** List as Special Uses in the MXE, MUE and MU Districts.
The Zoning Board of Appeals recommended approval of the special uses and major variations as presented, and assuming approval of the proposed text amendment, with the following conditions:

1. Employees shall park off-site and not on street.
2. Hours of operation shall be limited to 11am-10pm weekdays, and 11am-1am on weekends, and special events should be no later than 1am.
3. Formal agreements for off-site parking as needed.
4. Compliance with sustainability practices per City regulations.
5. Noise abatement considered in additions so noise does not carry through neighborhood.
6. Coordinate with businesses on alley to maintain alley on a yearly basis as needed.
7. Designated smoking area to be monitored by staff not to be a nuisance.

Attachments:
Proposed Ordinances 105-O-18 and 108-O-18
Plan Commission Findings for Text Amendment
ZBA Findings for Special Use Standards
ZBA Findings for Major Variation Standards
Combined Plan Commission and Zoning Board of Appeals Meeting Minutes Excerpt - August 8, 2018
Link to Combined Plan Commission and Zoning Board of Appeals Packet - August 8, 2018: https://www.cityofevanston.org/home/showdocument?id=42671
AN ORDINANCE

Amending Various Portions of the City of Evanston Zoning Ordinance
Creating Brew Pubs and Craft Alcohol Production Facilities

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

Evanston, Cook County, Illinois:

SECTION 1: Section 6-18-3, "Definitions," of the Evanston City Code of 2012, as amended, is hereby amended to include the following definitions:

| BREW PUB. | An establishment in which the principal use is a Type 1 Restaurant that also brews or produces wine, beer, or any other alcoholic liquor as an accessory use on-site, either for on-site consumption or off-site consumption in containers that are sealed on-premise and compliant with all applicable local, state, and federal regulations. |
| CRAFT ALCOHOL PRODUCTION FACILITY: | A commercial facility that: (1) produces beer, wine, or other alcoholic liquor in quantities complaint with all applicable local, state, and federal regulations; and (2) includes an accessory tasting room in zoning districts where the facility is a Special Use. A tasting room is only permitted to allow customers to taste samples of products manufactured on-site and purchase related sales items. Sale of alcohols manufactured off-site are prohibited. A Craft Alcohol Production Facility may have a Type 1 Restaurant as an accessory use. |

SECTION 2: Section 6-18-3, "Definitions," of the Evanston City Code of 2012, as amended, is hereby amended to delete the following definitions:

| CRAFT BREWERY. | A commercial facility that: (1) produces fermented malt beverages on-site in quantities compliant with all applicable local, state, and federal regulations; and (2) includes an accessory tasting room in zoning districts |
where the facility is a Special Use. Product sampling or retail sale as may be defined and regulated by Title 3, Chapter 4 of the City Code at the facility allows customers to taste samples of products manufactured on-site and purchase related sales items. Any sale of alcohol in the tasting room or otherwise in the facility which is manufactured outside the facility is prohibited. A craft-brewery does not include restaurants with accessory brewing facilities.

| CRAFT-DISTILLERY OR MICRO-DISTILLERY: | A facility that: (1) produces alcoholic beverages in quantities compliant with all applicable local, state, and federal regulations; and (2) includes an accessory tasting room in zoning districts where the facility is a Special Use. A tasting room allows customers to taste samples of products manufactured on-site and purchase related sales items. Sales of alcohols manufactured outside the facility are prohibited. |

SECTION 3: Subsection 6-9-2-2, "Permitted Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-9-2-2. - PERMITTED USES.

The following uses, provided they are seven thousand five hundred (7,500) square feet or less in size, are permitted in the B1 district:

Artist studios and accessory dwelling units (provided the accessory dwelling unit shall not front upon any street).

Brew Pub.

Caterer.

Cultural facility.

Dwellings (when located above the ground floor).

Educational institution—Private.

Educational institution—Public.
Food store establishment (with hours of operation between 6:00 a.m. and 12:00 midnight).

Neighborhood garden.

Office.

Residential care home—Category I (when located above the ground floor and subject to the requirements of Section 6-4-4, "Residential Care Homes and Residential Residential Care Homes," of this Title).

Restaurant—Type 1.

Retail goods establishment.

Retail services establishment.

SECTION 4: Subsection 6-9-2-3, "Special Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-9-2-3. - SPECIAL USES.

The following uses may be allowed in the B1 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Animal hospital.

Aquaponics.

Banquet hall.

Bed and breakfast establishments.

Boarding house.

Business or vocational school.

Convenience store.

Craft alcohol production facility.

Craft brewery.

Craft distillery or micro-distillery.
Daycare center—Adult.
Daycare center—Child.
Daycare center—Domestic animal.
Dwelling—Multiple-family.
Dwelling—Single-family detached.
Food store establishment.
Funeral services excluding on-site cremation.
Government institutions.
Kennel.
Membership organization.
Micro-Distillery.
Open sales lot.
Planned development.
Public utility.
Religious institution.
Resale establishment.
Residential care home—Category II.
Restaurant—Type 2 (excluding accessory drive-through facilities).
Urban farm, rooftop.

Uses permitted pursuant to Section 6-9-2-2 of this Chapter and this Section exceeding seven thousand five hundred (7,500) square feet.

SECTION 5: Subsection 6-9-3-2, “Permitted Uses,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-9-3-2. - PERMITTED USES.
The following uses, provided they are twenty thousand (20,000) square feet or less in size, are permitted in the B2 district:

Artist studios and accessory dwelling units (provided the accessory dwelling unit shall not front upon any street).

Brew Pub.

Caterer.

Cultural facility.

Dwellings (when located above the ground floor).

Educational institution—Private.

Educational institution—Public.

Financial institution.

Food store establishment (with hours of operation between 6:00 a.m. and 12:00 midnight).

Governmental institutions.

Neighborhood garden.

Office.

Religious institution.

Residential care home—Category I (when located above the ground floor and subject to the requirements of Section 6-4-4, "Residential Care Homes and Residential Residential Care Homes," of this Title).

Restaurant—Type 1.

Retail goods establishment.

Retail services establishment.

SECTION 5: Subsection 6-9-3-3, "Special Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-9-3-3. - SPECIAL USES.
The following uses may be allowed in the B2 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Animal hospital.

Aquaponics.

Assisted living facility.

Banquet hall.

Boarding house.

Business or vocational school.

Commercial indoor recreation.

Commercial outdoor recreation.

Convenience store.

Craft alcohol production facility.

Craft brewery.

Craft distillery or micro-distillery.

Daycare center—Adult (subject to the general requirements of Section 6-4-3, "Adult Daycare Homes," of this Title).

Daycare center—Child (subject to the general requirement of Section 6-4-2, "Child Daycare Homes," of this Title).

Daycare center—Domestic animal.

Drive-through facility (accessory or principal).

Dwelling—Multiple-family.

Food store establishment.

Funeral services excluding on-site cremation.

Independent living facility.

Kennel.
Long-term care facility.
Membership organization.
Micro-Distillery.
Open sales lot.

Planned development (subject to the requirements of Section 6-9-1-9, "Planned Developments," of this Chapter and Section 6-3-6, "Planned Developments," of this Title).

Public utility.
Resale establishment.

Residential care home—Category II (subject to the requirements of Section 6-4-4, "Residential Care Homes and Residential Residential Care Homes," of this Title).

Restaurant—Type 2.
Retirement home.
Retirement hotel.
Sheltered care home.

Trade contractor (provided there is no outside storage).

Transitional treatment facility—Category III (subject to the requirements of Section 6-4-5, "Transitional Treatment Facilities," of this Title).

Urban farm, rooftop.

Uses permitted pursuant to Sections 6-9-3-2 of this Chapter and this Section exceeding twenty thousand (20,000) square feet.

SECTION 7: Subsection 6-9-4-2, "Permitted Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-9-4-2. - PERMITTED USES.

The following uses are permitted in the B3 district:
Artist studios and accessory dwelling units (when the accessory dwelling unit is located above the ground floor).

Brew pub.

Caterer.

Commercial indoor recreation.

Cultural facility.

Dwellings (when located above the ground floor).

Educational institution—Private.

Educational institution—Public.

Financial institution.

Food store establishment (with hours of operation between 6:00 a.m. and 12:00 midnight).

Government institution.

Neighborhood garden.

Office.

Residential care home—Category I (when located above the ground floor and subject to the requirements of Section 6-4-4, "Residential Care Homes and Child Residential Care Homes," of this Title).

Restaurant—Type 1.

Retail goods establishment.

Retail services establishment.

SECTION 8: Subsection 6-9-4-3, "Special Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-9-4-3. - SPECIAL USES.

The following uses may be allowed in the B3 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:
Animal hospital.
Aquaponics.
Assisted living facility.
Automobile service station.
Banquet hall.
Boarding house.
Business or vocational school.
Commercial outdoor recreation.
Commercial parking lots.
Convenience store.
Craft alcohol production facility.
Craft brewery.
Craft distillery or micro-distillery.
Daycare center—Adult (subject to the general requirements of Section 6-4-3, "Adult Daycare Homes," of this Title).
Daycare center—Child (subject to the general requirements of Section 6-4-2, "Child Daycare Homes," of this Title).
Daycare center—Domestic animal.
Drive-through facility (accessory or principal).
Dwelling—Multiple-family.
Food store.
Funeral services excluding on-site cremation.
Independent living facility.
Kennel.
Long-term care facility.

Membership organization.

Micro-Distillery.

Open sales lot.

Planned development (subject to the requirements of Section 6-9-1-9, "Planned Developments," of this Chapter and Section 6-3-6, "Planned Developments," of this Title).

Public utility.

Recording studio.

Religious institution.

Resale establishment.

Residential care home—Category II (subject to the requirements of Section 6-4-4, "Residential Care Homes and Child Residential Care Homes," of this Title).

Restaurant—Type 2 (excluding accessory drive-through facilities).

Retirement home.

Retirement hotel.

Sheltered care home.

Trade contractor (provided there is no outside storage).

Transitional shelters (subject to the requirements of Section 6-3-5-11, "Additional Standards for a Special Use for Transitional Shelters," of this Title).

Transitional treatment facility—Category III (subject to the requirements of Section 6-4-5, "Transitional Treatment Facilities," of this Title).

Urban farm, rooftop.

SECTION 9: Subsection 6-9-5-2, "Permitted Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:
6-9-5-2. - PERMITTED USES.

The following uses, provided they are twenty thousand (20,000) square feet or less in size, are permitted in the B1a district:

Artist studios and accessory dwelling units (provided the accessory dwelling unit shall not front upon any street).

Brew pub.

Caterer.

Cultural facility.

Dwellings (above ground floor).

Educational institution—Private.

Educational institution—Public.

Financial institution.

Food store establishment (hours between 6:00 a.m. and 12:00 midnight).

Governmental institutions.

Neighborhood garden.

Offices.

Religious institution.

Residential care home—Category I.

Restaurant—Type 1.

Retail goods establishment.

Retail services establishment.

SECTION 10: Subsection 6-9-5-3, “Special Uses,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-9-5-3. - SPECIAL USES.

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The following uses may be allowed in the B1a business district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Animal hospital.
Aquaponics.
Banquet hall.
Commercial indoor recreation.
Commercial outdoor recreation.
Convenience store.
Craft alcohol production facility.
Craft brewery.
Craft distillery or micro-distillery.
Daycare center—Adult.
Daycare center—Child.
Daycare center—Domestic animal.
Drive-through facility (accessory or principal).
Dwelling—Multiple-family.
Food store establishment.
Funeral services, excluding on-site cremation.
Independent living facility.
Kennel.
Membership organization.
Micro-Distillery.
Planned development.
Public utility.
Resale establishment.

Restaurant—Type 2.

Trade contractor (provided there is no outside storage).

Urban farm, rooftop.

Uses permitted pursuant to Section 6-9-5-2 of this Chapter and this Section exceeding twenty thousand (20,000) square feet.

Vocational training facility.

SECTION 11: Subsection 6-10-2-2, “Permitted Uses,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-10-2-2. - PERMITTED USES.

The following uses are permitted in the C1 district:

Brew pub.

Business or vocational school.

Caterer.

Commercial indoor recreation.

Commercial shopping center.

Cultural facility.

Educational institution—Private.

Educational institution—Public.

Financial institution.

Food store establishment.

Government institution.

Neighborhood garden.
Office.
Public utility.
Recording studio.
Religious institution.
Restaurant—Type 1.
Retail goods establishment.
Retail services establishment.

SECTION 12: Subsection 6-10-2-3, "Special Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-10-2-3. - SPECIAL USES.

The following uses may be allowed in the C1 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Animal hospital.
Aquaponics.
Automobile repair service establishment.
Automobile service station.
Banquet hall.
Car wash.
Commercial outdoor recreation.
Convenience store.
Craft alcohol production facility.
Craft brewery.
Craft distillery or micro-distillery.
Daycare center—Adult (subject to the general requirements of Section 6-4-3 of this Title).

Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).

Daycare center—Domestic animal.

Drive-through facility (accessory or principal).

Funeral services excluding on-site cremation.

Hotel.

Kennel.

Media broadcasting station.

Membership organization.

Micro-Distillery.

Open sales lot.

Planned development (subject to the requirements of Section 6-10-1-9 of this Chapter and Section 6-3-6 of this Title).

Resale establishment.

Restaurant—Type 2.

Trade contractor (provided there is no outside storage).

Urban farm, rooftop.

Wholesale goods establishment.

SECTION 13: Subsection 6-10-3-2, "Permitted Uses," of the
Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-10-3-2. - PERMITTED USES.

The following uses are permitted in the C1a district:

Brew pub.
Business or vocational school.

Caterer.

Commercial indoor recreation.

Commercial shopping center.

Cultural facility.

Dwellings (except that within the C1a district lying between Lee Street on the north and Kedzie Street on the south dwellings are only allowed when located above the ground floor).

Educational institution—Private.

Educational institution—Public.

Financial institution.

Food store establishment (with hours of operation between 6:00 a.m. and 12:00 midnight).

Government institution.

Hotel.

Neighborhood garden.

Office.

Public utility.

Religious institution.

Restaurant—Type 1.

Retail goods establishment.

Retail service establishment.

SECTION 14: Subsection 6-10-3-3, “Special Uses,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:
6-10-3-3. - SPECIAL USES.

The following uses may be allowed in the C1a district, subject to the provisions set forth in Section 6-3-5 of this Title:

Animal hospital.

Aquaponics.

Assisted living facility.

Banquet hall.

Commercial outdoor recreation.

Convenience store.

Craft alcohol production facility.

Craft brewery.

Craft distillery or micro-distillery.

Daycare center—Adult (subject to the general requirements of Section 6-4-3 of this Title).

Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).

Drive-through facility (accessory only).

Dwelling—Multiple-family.

Food store establishment.

Funeral services excluding on-site cremation.

Independent living facility.

Long-term care facility.

Media broadcasting station.

Membership organization.

Micro-Distillery.
Open sales lot.

Planned development (subject to the requirements of Section 6-10-1-9 of this Chapter and Section 6-3-6 of this Title).

Recording studio.

Resale establishment.

Residential care home—Category I (when located above the ground floor and subject to the general requirements of Section 6-4-4 of this Title).

Residential care home—Category II (subject to the general requirements of Section 6-4-4 of this Title).

Restaurant—Type 2.

Retirement hotel.

Sheltered care home.

Transitional shelter (subject to the requirements of Section 6-3-5-11 of this Title).

Urban farm, rooftop.

Wholesale goods establishment.

SECTION 15: Subsection 6-10-4-2, "Permitted Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-10-4-2. - PERMITTED USES.

The following uses are permitted in the C2 district:

Automobile and recreational vehicle sales and/or rental.

Automobile repair service establishment.

Automobile service station.

Brew pub.

Business or vocational school.
Caterer.

Commercial indoor recreation.

Commercial outdoor recreation.

Commercial shopping center.

Cultural facility.

Educational institution—Private.

Educational institution—Public.

Financial institution.

Food store establishment.

Funeral services excluding on-site cremation.

Government institution.

Neighborhood garden.

Office.

Public utility.

Recording studio.

Religious institution.

Restaurant—Type 1.

Retail goods establishment.

Retail services establishment.

Trade contractor (when having no outside storage).

Wholesale goods establishment.

SECTION 16: Subsection 6-10-4-3, "Special Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:
6-10-4-3. - SPECIAL USES.

The following uses may be allowed in the C2 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Animal hospital.

Aquaponics.

Automobile body repair establishment.

Banquet hall.

Car wash.

Commercial parking garage.

Commercial parking lot.

Convenience store.

Craft alcohol production facility.

Craft brewery.

Craft distillery or micro-distillery.

Daycare center—Adult (subject to the general requirements of Section 6-4-3 of this Title).

Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).

Daycare center—Domestic animal.

Drive-through facility (accessory or principal).

Hotel.

Kennel.

Media broadcasting station.

Membership organization.

Micro-Distillery.
Open sales lot.

Payday loan or consumer loan establishment (subject to the distance and general requirements set forth in Section 6-18-3, "Definitions," of this Title under "Payday Loan or Consumer Loan Establishment").

Planned development (subject to the requirements of Section 6-10-1-9, "Planned Developments," of this Chapter and Section 6-3-6, "Planned Developments," of this Title).

Resale establishment.

Restaurant—Type 2.

Urban farm, rooftop.

SECTION 17: Subsection 6-11-2-2, "Permitted Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-11-2-2. - PERMITTED USES.

The following uses are permitted in the D1 district:

Artist studio.

Brew pub.

Commercial indoor recreation.

Cultural facility.

Dwelling—Multiple-family.

Financial institution.

Food store establishment (provided the store shall not be opened for business later than 12:00 midnight CST).

Government institution.

Hotel.

Membership organization.
Office.

Public utility.

Religious institution.

Residential care home—Category I (subject to the general requirements of Section 6-4-4 of this Title).

Residential care home—Category II (subject to the general requirements of Section 6-4-4 of this Title).

Restaurant—Type 1.

Retail goods establishment.

Retail services establishment.

SECTION 18: Subsection 6-11-2-3, “Special Uses,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-11-2-3. - SPECIAL USES.

The following uses may be allowed in the D1 district, subject to the provisions set forth in Section 6-3-5 of this Title:

Assisted living facility.

Banquet hall.

Boarding house.

Business or vocational school.

Convenience store.

Craft alcohol production facility.

Craft brewery.

Craft distillery or micro-distillery.

Daycare center—Adult (subject to the general requirements of Section 6-4-3 of this Title).
Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).

Drive-through facility (accessory or principal).

Educational institution—Private.

Educational institution—Public.

Funeral services excluding on site cremation.

Independent living facility.

Long term care facility.

Neighborhood garden.

Open sales lot.

Planned development (subject to the requirements of Section 6-11-1-10 of this Chapter and Section 6-3-6 of this Title).

Resale establishment.

Retirement home.

Retirement hotel.

Sheltered care home.

Transitional shelter (subject to the special requirements of Section 6-3-5-11 of this Title).

Urban farm, rooftop.

Wholesale goods establishment.

SECTION 19: Subsection 6-11-3-3, "Permitted Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-11-3-3. - PERMITTED USES.

The following uses are permitted in the D2 district:

Artist studio.
Brew pub.

Commercial indoor recreation (when located above the ground floor).

Cultural facility.

Dwellings (when located above the ground floor).

Financial institution (excluding drive-through facilities).

Food store establishment.

Funeral services excluding on site cremation.

Government institution.

Hotel.

Membership organization.

Office.

Residential care home—Category I (when located above the ground floor and subject to the general requirements of Section 6-4-4 of this Title).

Restaurant—Type 1.

Retail goods establishment.

Retail services establishment.

SECTION 20: Subsection 6-11-3-4, “Special Uses,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-11-3-4. - SPECIALUSES.

The following uses may be allowed in the D2 district, subject to the provisions set forth in Section 6-3-5 of this Title:

Assisted living facility (when located above the ground floor).

Banquet hall.

Business or vocational school.
Commercial indoor recreation (at the ground level).

Convenience store.

Craft alcohol production facility.

Craft-brewery.

Craft distillery or micro-distillery.

Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).

Educational institution—Private.

Educational institution—Public.

Independent living facility (when located above the ground floor).

Neighborhood garden.

Open sales lot.

Performance entertainment venue.

Planned development (subject to the requirements of Section 6-11-1-10 of this Chapter and Section 6-3-6 of this Title).

Religious institution.

Resale establishment.

Residential care home—Category II (when located above the ground floor and subject to the general requirements of Section 6-4-4 of this Title).

Restaurant—Type 2 (excluding drive-through facilities).

Urban farm, rooftop.

SECTION 21: Subsection 6-11-4-2, “Permitted Uses,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-11-4-2. - PERMITTED USES.
The following uses are permitted in the D3 district:

Artist studio.

Brew pub.

Commercial indoor recreation.

Commercial parking garage.

Cultural facility.

Dwellings (when located above the ground floor).

Financial institution.

Food store establishment.

Funeral services excluding on site cremation.

Government institution.

Hotel.

Medical broadcasting station.

Membership organization.

Office.

Public utility.

Residential care home—Category I (when located above the ground floor and subject to the general requirements of Section 6-4-4 of this Title).

Restaurant—Type 1.

Retail goods establishment.

Retail services establishment.

SECTION 22: Subsection 6-11-4-3, “Special Uses,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-11-4-3. - SPECIAL USES.
The following uses may be allowed in the D3 district, subject to the provisions set forth in Section 6-3-5 of this Title:

Apartment hotel.

Assisted living facility (when located above the ground floor).

Banquet hall.

Business or vocational school.

Convenience store.

Craft alcohol production facility.

Craft brewery.

Craft distillery or micro-distillery.

Daycare center—Adult (subject to the general requirements of Section 6-4-3 of this Title).

Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).

Drive-through facility (accessory or principal).

Educational institution—Private.

Educational institution—Public.

Independent living facility (when located above the ground floor).

Neighborhood garden.

Open sales lot.

Performance entertainment venue.

Planned development (subject to the requirements of Section 6-11-1-10 of this Chapter and Section 6-3-6 of this Title).

Religious institution.

Resale establishment.
Residential care home—Category II (when located above the ground floor and subject to the general requirements of Section 6-4-4 of this Title).

Restaurant—Type 2.

Urban farm, rooftop.

SECTION 23: Subsection 6-11-5-2, "Permitted Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-11-5-2. - PERMITTED USES.

The following uses are permitted in the D4 district:

Artist studio.

Brew pub.

Commercial indoor recreation.

Cultural facility.

Dwelling (when located above the ground floor).

Financial institution.

Food store establishment.

Government institution.

Hotel.

Membership organization.

Office.

Public utility.

Residential care home—Category I (when located above the ground floor and subject to the general requirements of Section 6-4-4 of this Title).

Restaurant—Type 1.

Retail goods establishment.
Retail services establishment.

SECTION 24: Subsection 6-11-5-3, "Special Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-11-5-3. - SPECIAL USES.

The following uses may be allowed in the D4 district, subject to the provisions set forth in Section 6-3-5 of this Title:

Assisted living facility (when located above the ground floor).

Banquet hall.

Business or vocational school.

Commercial parking garage.

Convenience store.

Craft alcohol production facility.

Craft brewery.

Craft distillery or micro-distillery.

Daycare center—Adult (subject to the general requirements of Section 6-4-3 of this Title).

Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).

Drive-through facility (accessory or principal).

Educational institution—Private.

Educational institution—Public.

Funeral services excluding on site cremation.

Independent living facility (when located above the ground floor).

Neighborhood garden.

Open sales lot.
Performance entertainment venue.

Planned development (subject to the requirements of Section 6-11-1-10 of this Chapter and Section 6-3-6 of this Title).

Religious institution.

Resale establishment.

Residential care home—Category II (when located above the ground floor and subject to the general requirements of Section 6-4-4 of this Title).

Restaurant—Type 2.

Urban farm, rooftop.

SECTION 25: Subsection 6-13-4-2, "Permitted Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-13-4-2. - PERMITTED USES.

The following uses are permitted in the MXE district:

Artist studio.

Building materials establishment.

Business or vocational school.

Caterer.

Craft alcohol production facility.

Craft brewery.

Craft distillery or micro-distillery.

Dwelling—Single-family attached.

Dwelling—Single-family detached.

Dwelling—Two-family.

Dwelling—Multiple-family.

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Educational institution—Public.
Government institution.
Industrial service establishment.
Light manufacturing.
Neighborhood garden.
Office.
Public transportation center.
Public utility.
Residential care home—Category I.
Residential care home—Category II.
Retail goods establishment.
Retail services establishment.
Trade contractor.
Vehicle storage establishment.
Warehouse establishment.
Wholesale goods establishment.

SECTION 26: Subsection 6-13-4-3, "Special Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-13-4-3. - SPECIAL USES.

The following uses may be allowed in the MXE district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Aquaponics.
Automobile repair service establishment.
Automobile service station.
Banquet hall.
Brew pub.
Car wash.
Commercial indoor recreation.
Commercial outdoor recreation.
Commercial parking garage.
Commercial parking lot.
Community center.
Cultural facility.
Daycare center—Domestic animal.
Educational institution—Private.
Funeral services excluding on site cremation.
Kennel.
Media broadcasting tower.
Planned development.
Recreation center.
Religious institution.
Resale establishment.
Restaurant—Type 1.
Transitional shelter.
Transitional treatment facility—Category I.
Transitional treatment facility—Category II.
Urban farm, rooftop.

SECTION 27: Subsection 6-13-2-2, "Permitted Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-13-2-2. - PERMITTED USES.

The following uses are permitted in the MU district:

Business or vocational school.

Community center.

Craft alcohol production facility.

Craft brewery.

Craft distillery or micro-distillery.

Cultural facility.

Dwelling—Single-family attached.

Dwelling—Single-family detached.

Dwelling—Two-family.

Dwellings—Multiple-family.

Educational institution—Private.

Educational institution—Public.

Government institution.

Light manufacturing.

Neighborhood garden.

Office.

Public utility.

Recreation center.
Religious institution.

Residential care home—Category I (subject to the requirements of Section 6-4-4, "Residential Care Homes and Residential Residential Care Homes," of this Title).

Residential care home—Category II (subject to the requirements of Section 6-4-4, "Residential Care Homes and Residential Residential Care Homes," of this Title).

Wholesale goods establishment.

SECTION 28: Subsection 6-13-2-3, "Special Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-13-2-3. - SPECIAL USES.

The following uses may be allowed in the MU district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Aquaponics.

Automobile repair service establishment.

Automobile service station.

Banquet hall.

Brew pub.

Commercial indoor recreation.

Commercial parking garage.

Commercial parking lot.

Funeral services excluding on site cremation.

Industrial service establishment.

Planned development (subject to the requirements of Section 6-13-1-10, "Planned Developments," of this Chapter and Section 6-3-6, "Planned Developments," of this Title).

Public transportation center.

Restaurant—Type 1.
Trade contractor.

Transitional shelter (subject to the special requirements of Section 6-3-5-11, "Additional Standards for a Special Use for Transitional Shelters," of this Title).

Transitional treatment facility—Category I (subject to the requirements of Section 6-4-5, "Transitional Treatment Facilities," of this Title).

Transitional treatment facility—Category II (subject to the requirements of Section 6-4-5, "Transitional Treatment Facilities," of this Title).

Urban farm, rooftop.

Warehouse establishment.

SECTION 29: Subsection 6-13-3-2, "Permitted Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-13-3-2. - PERMITTED USES.

The following uses are permitted in the MUE district:

Building materials establishment.

Business or vocational school.

Commercial parking garage.

Commercial parking lot.

Craft alcohol production facility.

Craft-brewery.

Craft-distillery or micro-distillery.

Educational institution—Private.

Educational institution—Public.

Industrial service establishment.

Light manufacturing.
Neighborhood garden.
Office.
Public transportation center.
Public utility.
Trade contractor.
Vehicle storage establishment.
Warehouse establishment.
Wholesale goods establishment.

SECTION 12: Subsection 6-13-3-3, “Special Uses,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-13-3-3. - SPECIAL USES.
The following uses may be allowed in the MUE district, subject to the provisions set forth in Section 6-3-5, “Special Uses,” of this Title:

Aquaponics.
Automobile repair service establishment.
Automobile service station.
Banquet hall.
Brew pub.
Car wash.
Commercial indoor recreation.
Commercial outdoor recreation.
Community center.
Cultural facility.
Daycare center—Domestic animal.
Dwelling—Single-family attached.
Dwelling—Single-family detached.
Dwelling—Two-family.
Dwellings—Multiple-family.
Funeral services excluding on site cremation.
Kennel.
Media broadcasting tower.

Planned development (subject to the requirements of Section 6-13-1-10, "Planned Developments," of this Chapter and Section 6-3-6, "Planned Developments," of this Title).

Recreation center.
Religious institution.

Residential care home—Category I (subject to the requirements of Section 6-4-4, "Residential Care Homes and Child Residential Care Homes," of this Title).

Residential care home—Category II (subject to the requirements of Section 6-4-4, "Residential Care Homes and Child Residential Care Homes," of this Title).

Restaurant—Type 1.

Transitional shelter (subject to the special requirements of Section 6-3-5-11, "Additional Standards for a Special Use for Transitional Shelters," of this Title).

Transitional treatment facility—Category I (subject to the requirements of Section 6-4-5, "Transitional Treatment Facilities," of this Title).

Transitional treatment facility—Category II (subject to the requirements of Section 6-4-5, "Transitional Treatment Facilities," of this Title).

Urban farm, rooftop.

SECTION 31: Subsection 6-12-2-2, "Permitted Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:
6-12-2. - PERMITTED USES.

The following uses are permitted in the RP district:

Brew pub.

Commercial indoor recreation.

Commercial parking garage.

Conference facility (college/university).

Conference facility (noncollege/university).

Cultural facility.

Daycare center—Adult (subject to the general requirements of Section 6-4-3, "Adult Daycare Homes," of this Title).

Daycare center—Child (subject to the general requirements of Section 6-4-2, "Child Daycare Homes," of this Title).

Dwellings—Multiple-family.

Financial institution.

Government institution.

Hotel.

Industrial service establishments.

Light manufacturing.

Neighborhood garden.

Office.

Pharmaceutical manufacturing.

Public transportation center.

Public utility.

Research and development industries.
Restaurant—Type 1.
Retail goods establishment.
Retail services establishment.
Single-family attached dwelling unit.
Warehouse establishment.
Wholesale goods establishment.

SECTION 32: Subsection 6-12-2-3, “Special Uses,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-12-2-3. - SPECIAL USES.

The following special uses may be permitted in the RP district, subject to the provisions set forth in Section 6-3-5 of this Title:

Banquet hall.
Business or vocational school.
Craft alcohol production facility.
Craft-brewery.
Craft-distillery or micro-distillery.
Open sales lot.
Outdoor storage.
Performance entertainment venue.
Planned developments (subject to the requirements of Section 6-3-6 of this Title and Section 6-12-1-7 of this Chapter).
Resale establishment.
Restaurants—Type 2.
Urban farm, rooftop.
SECTION 33: Subsection 6-14-2-2, "Permitted Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-14-2-2. - PERMITTED USES.

The following uses are permitted in the I1 district:

Automobile repair service establishment.

Automobile service station.

Brew pub.

Commercial parking garage.

Craft alcohol production facility.

Craft-brewery.

Craft-distillery or micro-distillery.

Funeral services excluding on site creation.

Government institution.

Industrial service establishment.

Light manufacturing.

Neighborhood garden.

Office.

Public transportation center.

Public utility.

Restaurant—Type 1.

Trade contractor.

Vehicle towing establishment.

Warehouse establishment.
Wholesale goods establishment.

**SECTION 34:** Subsection 6-14-3-2, "Permitted Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

**6-14-3-2. - PERMITTED USES.**

The following uses are permitted in the I2 district:

Automobile and recreational vehicle sales and/or rental.

Automobile body repair establishment.

Automobile repair service establishment.

Automobile service station.

Commercial parking garage.

Commercial parking lot.

**Craft alcohol production facility.**

**Craft brewery.**

**Craft distillery or micro-distillery.**

Funeral services excluding on site creation.

Government institution.

Industrial service establishment.

Light manufacturing.

Neighborhood garden.

Office.

Public transportation center.

Public utility.

Trade contractor.
Truck sales and/or rental.

Warehouse establishment.

Wholesale goods establishment.

SECTION 35: Subsection 6-10-2-3, "Special Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-14-3-3. - SPECIAL USES.

The following uses may be allowed in the I2 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Aquaponics.

Automobile storage lot.

Brew pub.

Business or vocational school.

Car wash.

Commercial indoor recreation.

Daycare center—Domestic animal.

Firearm range (located more than three hundred fifty (350) feet from any R1, R2, R3 district, or located more than three hundred fifty (350) feet from any school, child daycare facility, or public park in any zoning district as measured from lot line to lot line).

Heavy cargo and freight terminal.

Heavy manufacturing.

Kennel.

Media broadcasting tower.

Open sales lot.

Outdoor storage (when covering more than thirty percent (30%) of an interior side yard or as a principal use).
Pharmaceutical manufacturing.

Planned developments (subject to the requirements of Section 6-14-1-10, "Planned Developments," of this Chapter and Section 6-3-6, "Planned Developments," of this Title).

Recycling center.

Restaurant—Type 1.

Restaurant—Type 2.

Retail goods establishment.

Retail service establishment.

Special educational institution—Public.

Urban farm.

Urban farm, rooftop.

SECTION 36: Subsection 6-14-4-2, "Permitted Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-14-4-2. - PERMITTED USES.

The following uses are permitted in the I3 district:

Automobile body repair establishment.

Automobile repair service establishment.

Automobile storage lot.

Commercial parking lot.

Craft alcohol production facility.

Craft brewery.

Craft-distillery or micro-distillery.

Funeral services excluding on site creation.
Heavy manufacturing.

Industrial service establishment.

Light manufacturing.

Neighborhood garden.

Office.

Outdoor storage.

Pharmaceutical manufacturing.

Public transportation center.

Public utility.

Ready mix/concrete.

Recycling center.

Trade contractor.

Vehicle salvage.

Warehouse establishment.

Wholesale goods establishment.

SECTION 37: Subsection 6-14-2-3, "Special Uses," of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-14-4-3. - SPECIAL USES.

The following uses may be allowed in the I3 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Aquaponics.

Brew pub.

Business or vocational school.
Car wash.

Daycare center—Domestic animal.

Firearm range (located more than three hundred fifty (350) feet from any R1, R2, R3 district, or located more than three hundred fifty (350) feet from any school, child daycare facility, or public park in any zoning district as measured from lot line to lot line).

Heavy cargo and freight terminal.

Kennel.

Media broadcasting tower.

Open sales lot.

Planned developments (subject to the requirements of Section 6-14-1-10, "Planned Developments," of this Chapter and Section 6-3-6, "Planned Developmenit's," of this Title).

Restaurant — type 1.

Restaurant — type 2.

Urban farm.

Urban farm, rooftop.

Yard waste transfer facility.

SECTION 38: 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 39: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 40: This ordinance must be in full force and effect after its passage, approval, and publication in the manner provided by law.
SECTION 41: 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

Adopted: ________________, 2018

Attest:

 Devon Reid, City Clerk

Approved:

__________________________, 2018

Stephen H. Hagerty, Mayor

Approved as to form:

Michelle L. Masoncup, Corporation Counsel
108-O-18

AN ORDINANCE

Granting a Special Use Permit and Major Variations for a Banquet Hall and a Brew Pub Located at 2119-2125 Ashland Avenue in the MXE Mixed-Use Employment District ("Double Clutch Brewing Company")

WHEREAS, the Zoning Board of Appeals ("ZBA") met on August 8, 2018, pursuant to proper notice, to consider case no. 18ZMJV-0064, an application filed by Mike Chookaszian (the "Applicant"), operator of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 2119-2125 Ashland Avenue (the "Subject Property") and located in the MXE Mixed-Use Employment Zoning District, for a Special Use Permit to establish, pursuant to Subsection 6-13-4-3 of the Evanston City Code, 2012, as amended ("the Zoning Ordinance"), a Banquet Hall and a Brew Pub, "Double Clutch Brewing Company," and Major Variations pursuant to Subsections 6-13-4-6 and 6-16-4-5 of the Zoning Ordinance on the Subject Property; and

WHEREAS, the Applicant requests the following Major Variations:

(A) The Applicant requests to have a zero foot (0') front yard setback, where a ten foot (10') front yard setback is required on the Subject Property;

(B) The Applicant requests to have a zero foot (0') north interior side yard setback, where a five foot (5') north interior side yard setback is required on the Subject Property;

(C) The Applicant requests to have a zero foot (0') rear yard setback, where a five foot (5') rear yard setback is required on the Subject Property; and
(D) The Applicant requests to have zero (0) short loading docks, where one (1) short loading dock is required 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 Banquet Hall and a Brew Pub and Major Variations met the standards for Special Uses in Section 6-3-5 and for Major Variations in Section 6-3-8-12 of the Zoning Ordinance and recommended City Council approval thereof; and

WHEREAS, at its meeting of September 17, 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-0064; and

WHEREAS, at its meeting of September 17, 2018 and October 8, 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 Banquet Hall and Brew Pub and the Major Variations on the Subject Property as applied for in case no. 18ZMJV-0064.

SECTION 3: The Major Variations approved hereby are as follows:
(A) Approval to have a zero foot (0') front yard setback. Subsection 6-13-4-6 requires a ten foot (10') front yard setback on the Subject Property;

(B) Approval to have a zero foot (0') north interior side yard setback. Subsection 6-13-4-6 requires a five foot (5') north interior side yard setback on the Subject Property;

(C) Approval to have a zero foot (0') rear yard setback. Subsection 6-13-4-6 requires a five foot (5') rear yard setback on the Subject Property;

(D) Approval to have zero (0) short loading docks. Subsection 6-16-4-5 requires one (1) short loading dock is required on the Subject Property; and

SECTION 4: 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 and Major Variations, 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.

B. Hours of Operation: The Applicant may operate the Banquet Hall and Brew Pub authorized by this ordinance only between the hours of 11:00 a.m. and 10:00 p.m. on any given Monday through Friday and between the hours of 11:00 a.m. and 1:00 a.m. on any given Saturday through Sunday. Special events must be finished by 1:00 a.m.

C. Parking: The Applicant or its Employees shall not park on the streets near the Subject Property. The Applicant agrees to enter into agreements for off-site parking as needed.

D. Noise Abatement: The Applicant must also consider and implement noise abatement processes to minimize noise carrying throughout the neighborhood.
E. Alley Maintenance: The Applicant agrees to coordinate with neighboring businesses on the alley to maintain the alley on a yearly basis as needed.

F. Designated Smoking: The Applicant shall also have a designated smoking area on the Subject Property so as to eliminate any nuisances.

G. 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 5: 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 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8: 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 9: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
Introduced: ________________, 2018

Approved:

_______________, ______________, 2018

Stephen H. Hagerty, Mayor

Adopted: ________________, 2018

Approved as to form:

_______________, ______________, 2018

Michelle L. Masoncup, Corporation Counsel

Attest:

Devon Reid, City Clerk
EXHIBIT A

LEGAL DESCRIPTION

LOTS 12, 13 AND 14 IN BLOCK 11 IN EVANSTON CENTER ADDITION IN SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTIONING FROM THE AFORESAID TAKEN AS A TRACT THE SOUTH 3.0 FEET THEREOF.

PIN: 10-12-422-017-0000

COMMONLY KNOWN AS: 2119-2125 Ashland Avenue, Evanston, Illinois.
FINDINGS
FOR STANDARDS OF
TEXT AMENDMENTS

In the case of

Case Number: 18PLND- 0064
Address or Location: 2119-2125 Ashland Avenue
Applicant: Mike Chookaszian, Double Clutch Brewing Co.
Proposed Amendment: Creating a new use, Brew Pubs, and providing a definition; Allowing Type-1 Restaurants in the MXE, MUE and MU Districts as Special Uses; Allowing Brew Pubs in the same zoning districts where Type-1 Restaurants are allowed; Combining Craft-brewery and Craft-distillery or Micro-distillery uses into one use category, Craft Alcohol Production Facility, and providing a definition.

After conducting a public hearing on August 8, 2018, the Plan Commission makes the following findings of fact, reflected in the audio-visual recording of the hearings, based upon the standards for map amendments specified in Section 6-3-4-5 of the Zoning Ordinance:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
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</thead>
<tbody>
<tr>
<td>(A) Whether the proposed amendment is consistent with the goals, objectives, and policies of the Comprehensive General Plan, as adopted and amended from time to time by the City Council.</td>
<td><em><strong>X</strong></em> Met  ______ Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 5-0</td>
</tr>
<tr>
<td>(B) Whether the proposed amendment is compatible with the overall character of existing development in the immediate vicinity of the subject property.</td>
<td><em><strong>X</strong></em> Met  ______ Not Met</td>
</tr>
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<td></td>
<td>Vote 5-0</td>
</tr>
<tr>
<td>(C) Whether the proposed amendment will have an adverse effect on the value of adjacent properties.</td>
<td><em><strong>X</strong></em> Met  ______ Not Met</td>
</tr>
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<td></td>
<td>Vote 5-0</td>
</tr>
<tr>
<td>(D) The adequacy of public facilities and services.</td>
<td><em><strong>X</strong></em> Met  ______ Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 5-0</td>
</tr>
</tbody>
</table>
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 rezoning
__X__ approval with conditions

Conditions:

1. Brewpub definition change with definition with on premise sealing.
2. Allowing restaurants and brewpubs as special uses in the M Districts.

**Attending:**

<table>
<thead>
<tr>
<th></th>
<th>Vote:</th>
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</thead>
<tbody>
<tr>
<td>X Colby Lewis</td>
<td><em>X</em></td>
<td></td>
</tr>
<tr>
<td>X Jennifer Draper</td>
<td><em>X</em></td>
<td></td>
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<tr>
<td>X Carol Goddard</td>
<td><em>X</em></td>
<td></td>
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<tr>
<td>X George Halik</td>
<td><em>X</em></td>
<td></td>
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<tr>
<td>X Peter Isaac</td>
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<tr>
<td>___ Terri Dubin</td>
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<td>___ Andrew Pigozzi</td>
<td></td>
<td></td>
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<tr>
<td>___ Patrick Brown</td>
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</tbody>
</table>
FINDINGS
FOR STANDARDS OF
SPECIAL USE PERMITS

In the case of
Case Number: 18PLND-0064
Address or Location: 2119-2125 Ashland Avenue
Applicant: Mike Chookaszian, Double Clutch Brewing Co.
Proposed Special Use: Banquet Hall and Brew Pub

After conducting a public hearing on August 8, 2018, the Zoning Board of Appeals makes the following findings of fact, reflected in the audio-visual recording of the hearings, based upon the standards for special uses specified in Section 6-3-5-10 of the Zoning Ordinance:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
</tr>
</thead>
</table>
| (A) It is one of the special uses specifically listed in the zoning ordinance; | __X__ Met  ____Not Met  
Vote 6-0                                                                 | |
| (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; | __X__ Met  ____Not Met  
Vote 6-0                                                                 | |
| (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; | __X__ Met  ____Not Met  
Vote 6-0                                                                 | |
| (D) It does not interfere with or diminish the value of property in the neighborhood; | __X__ Met  ____Not Met  
Vote 6-0                                                                 | |
<table>
<thead>
<tr>
<th>(E) It can be adequately served by public facilities and services</th>
<th>X Met</th>
<th>Not Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vote 6-0</td>
<td></td>
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<tr>
<td>(F) It does not cause undue traffic congestion;</td>
<td>X Met</td>
<td>Not Met</td>
</tr>
<tr>
<td>Vote 6-0</td>
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<tr>
<td>(G) It preserves significant historical and architectural resources;</td>
<td>X Met</td>
<td>Not Met</td>
</tr>
<tr>
<td>Vote 6-0</td>
<td></td>
<td></td>
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<tr>
<td>(H) It preserves significant natural and environmental features; and</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Vote 6-0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(I) It complies with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation.</td>
<td>X Met</td>
<td>Not Met</td>
</tr>
<tr>
<td>Vote 6-0</td>
<td></td>
<td></td>
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</tbody>
</table>

and, based upon these findings, and upon a vote

6 in favor & 0 against

Recommends to the City Council

--- approval without conditions
--- denial of the proposed special use
 X approval with conditions specifically:

1. Employees shall park off-site and not on-street.
2. Hours of operation shall be limited to 11am-10pm weekdays, and 11am-1am on weekends, and special events should be no later than 1am.
3. Formal agreements for off-site parking as needed.
4. Compliance with sustainability practices per City regulations.
5. Noise abatement considered in additions so noise does not carry through neighborhood.
6. Coordinate with businesses on alley to maintain alley on a yearly basis as needed.
7. Designated smoking area to be monitored by staff not to be a nuisance.

Attending:

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<tr>
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<tbody>
<tr>
<td>X</td>
<td>Mary Beth Berns</td>
<td>Aye</td>
</tr>
<tr>
<td>X</td>
<td>Myrna Arevalo</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Scott Gingold</td>
<td></td>
</tr>
</tbody>
</table>

Vote:

<p>| | |</p>
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<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Aye</td>
<td>No</td>
</tr>
</tbody>
</table>
**FINDINGS**
FOR STANDARDS OF
VARIATIONS

Case Number: 18PLND-0064
Address or Location: 2119-2125 Ashland Avenue
Applicant: Mike Chookaszian, Double Clutch Brewing Co.
Proposed Zoning Relief: Reduce required front yard, interior side yard and rear yard setbacks, eliminate required one short loading dock

In the case of

After conducting a public hearing on August 8, 2018, the Zoning Board of Appeals makes the following findings of fact, based upon the standards for major variances specified in Section 6-3-8-12 of the City Code:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) The requested variation will not have a substantial adverse impact on the use, enjoyment or property values of adjoining properties;</td>
<td>____X____Met  _____Not Met 6-0</td>
</tr>
<tr>
<td>(B) The requested variation is in keeping with the intent of the zoning ordinance;</td>
<td>____X____Met  _____Not Met 6-0</td>
</tr>
<tr>
<td>(C) The alleged hardship or practical difficulty is peculiar to the property;</td>
<td>____X____Met  _____Not Met 6-0</td>
</tr>
<tr>
<td>(D) The property owner would suffer a particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out;</td>
<td>____X____Met  _____Not Met 6-0</td>
</tr>
<tr>
<td>(E) The purpose of the variation is not based exclusively upon a desire to extract additional income from the property; or there is a public benefit;</td>
<td><em>X</em> Met   <em>X</em> Not Met 6-0</td>
</tr>
<tr>
<td>(F) The alleged difficulty or hardship has not been created by any person having an interest in the property;</td>
<td><em>X</em> Met   <em>X</em> Not Met 6-0</td>
</tr>
<tr>
<td>(G) The requested variation is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty which affects the property;</td>
<td><em>X</em> Met   <em>X</em> Not Met 6-0</td>
</tr>
</tbody>
</table>

and, based upon these findings, and upon a vote of

___6___ in favor & ___0___ against

recommends to the City Council

___X___ approval

_____ denial

Condition: None

**Attending:**

<table>
<thead>
<tr>
<th></th>
<th>Aye</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>X</em> Violetta Cullen</td>
<td><em>X</em></td>
<td>___</td>
</tr>
<tr>
<td><em>X</em> Mary Beth Berns</td>
<td><em>X</em></td>
<td>___</td>
</tr>
<tr>
<td><em>X</em> Lisa Dziekan</td>
<td><em>X</em></td>
<td>___</td>
</tr>
<tr>
<td><em>X</em> Kiril Mirintchev</td>
<td><em>X</em></td>
<td>___</td>
</tr>
<tr>
<td>______ Scott Gingold</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td><em>X</em> Myrna Arevalo</td>
<td><em>X</em></td>
<td>___</td>
</tr>
<tr>
<td><em>X</em> Mary McAuley</td>
<td><em>X</em></td>
<td>___</td>
</tr>
</tbody>
</table>
MEETING MINUTES
Joint Meeting of the PLAN COMMISSION
& ZONING BOARD OF APPEALS
Tuesday, August 8, 2018
7:00 PM
Civic Center, 2100 Ridge Avenue, Council Chambers

Plan Commission Members Present: Colby Lewis, Jennifer Draper, Carol Goddard, George Halik, Peter Isaac

Plan Commission Members Absent: Terri Dubin, Andrew Pigozzi, Patrick Brown

ZBA Members Present: Kiril Mirintchev, Violetta Cullen, Mary Beth Berns, Mary McAuley, Lisa Dziekan, Myrna Arevalo,

ZBA Members Absent: Scott Gingold

Staff Present: Michael Griffith, Johanna Leonard, Scott Mangum
Presiding Member: Colby Lewis

Declaration of Quorum
With a quorum of both the Plan Commission and Zoning Board of Appeals present, the meeting was called to order at 7:00pm.

Election of Joint Meeting Chair
Ms. Berns motioned for Mr. Lewis to serve as Chair of the joint meeting, which was seconded by Mr. Lewis and approved 9-0 with one abstention.

New Business
A. 2119-2125 Ashland Avenue
Mike Chookaszian, operator, requests a text amendment to permit brewpubs as a Permitted or Special Use in the MXE Mixed-Use Employment District (Zoning Code Sections 6-13-4 & 6-18-3, Title 6 of the City Code). The City may propose additional modifications to alcohol producing uses within the Business, Commercial, Downtown, Transitional Manufacturing, and Industrial Zoning Districts (various Zoning Code Sections 6-9 through 6-15) and within Definitions (Section 6-18-3). The applicant also requests a special use permit for a brewpub and a banquet hall in the MXE Mixed-Use Employment District (Zoning Code Section 6-13-4-3), and zoning relief to reduce the required front yard setback from 10' to 0', to reduce the required north interior side yard setback from 5' to 0' and to reduce the required rear yard setback from 5' to 0' (Zoning Code Section 6-13-4-6), and to eliminate 1 required short loading dock (Zoning Code Section 6-16-4-5) in order to construct additions at the first floor to an existing building. The Plan Commission and Zoning Board of Appeals make recommendations to the City Council, the determining body for this case. 
Mr. Griffith presented an overview of the requested text amendment, special use, and major zoning relief.

- Proposed hours: 11:00am to 12:00am Monday-Thursday; 11:00am to 1:00am Friday-Saturday.
- Approx. 10-30 staff members
- Banquet hall use to be largely catered.
- Parking to be handled with valet or self-parking at off-site locations for events
- 2-5 events with 20-300 people per event.
- 29 Parking spaces

Mike Chookaszian, applicant, introduced Nick Hines and Scott Frank who are partners in the proposed project. Mr. Chookaszian then went on to explain the proposal:

- Have built 3 successful restaurants in the area, 2 in Chicago, 1 in Wilmette.
  Additional restaurant to open later this year.
- Purchased the building approximately one year ago. Previous tenant, CrossFit E-town, has since left that location.
- Restaurant in front open 7 days a week for lunch and dinner. Event space in the rear can operate separate events, concurrently with restaurant operations. Area holding vehicles could also hold additional customers for events.
- Microbrewery size – 15 barrel brewing system.
- Bike racks, electrical vehicle charging stations and solar panels as the building can support.
- Options considered to recycle the spent grain.
- Have talked to neighbors in the immediate area and have received support for the proposed project.

Chair Lewis opened up the hearing to questions from the public for the applicant.

Kelly Ann Alcott, 1519 Simpson St, expressed concerned about the noise level of customers leaving the property, where customers and valet vehicles will be parked, how the unpaved alley will be maintained with additional traffic, and church services adding to additional parking concerns. She also asked if the applicant would commit to hiring residents within the 5th Ward.

Mr. Hines responded that there are 29 parking spaces on the property for regular restaurant operations and that the team has spoken with Pastor Dillard regarding a shared parking arrangement and will speak with other churches in the immediate area. The restaurant hours will aim to not be open during church service hours. Regarding valet, the operators have worked with companies in the past and should not have an issue with those operations. No outdoor area is intended, no loud outdoor music, and proposed customer base does not lend itself to rowdiness all of which will contribute to noise reduction. Do not intend to use the alley outside of once a day deliveries. Would like to hire within the 5th ward, have spoken with alderman and have ideas regarding having apprenticeship program where residents can learn the brewing process.

Chair Lewis invited questions from the Plan Commissioners.
Commissioner Isaac asked about the definition of brewpub, specifically what hand-capped sealed containers were. Mr. Hines stated that those are typically crowlers or growlers that are sealed onsite.

Commissioner Isaac then asked if the proposed definition would accurately show what the brewpub does over time. Mr. Hines stated that it is difficult to say as technology changes. Mr. Frank added that the hand-capped definition applies more for growlers which have a heat seal; there is some movement to aluminum cans that have a manual press seal.

Commissioner Goddard asked for clarification on what other areas would be affected. Mr. Mangum showed where restaurants/brewpubs are currently permitted and where the changes would be within the cumulative M districts.

Chair Lewis asked if brewpubs are allowed in these areas, why it is not proposed to let restaurants have the same allowance. Mr. Mangum responded that that change could be taken into consideration.

Chair Lewis then invited the Zoning Board of Appeals to ask questions.

Ms. Cullen asked how many seats there are in the restaurant. Mr. Hines stated that there will be between 65-75 seats, including the bar. Event space will be up to 300 people and business hours are dependent on amount of business. Mr. Frank stated that the operations will consist of packaging beer, with wine being served within the restaurant. Specialty bags for leftover beer would be going out. Customers will be able to purchase heat sealed containers of beer without eating in restaurant. Targeting 500 barrel production in first year going up to 800.

Chair Berns inquired what portion of business consists of non-dine-in customers. Mr. Hines replied approximately 15%. Most packaging comes from dine-in customers who wish to take beer home.

Ms. Dziekan inquired about parking arrangements anticipate formal agreements? Could be a formal agreement but would be up to churches. Dziekan then inquired about hours of operation in comparison to restaurant hours then regarding music and live bands and if sound dampening would be considered. Yes. Daily deliveries? Generally 2 deliveries a day but would like get 3 deliveries due to beer centric use. 6 -10 deliveries over the week. Largely events catered off-site with kitchen acting as a staging area. Will follow the City's sustainability practices, partner with local farmers regarding use of brewing by-products, and intend to have bike parking in front of facilities. Valet will be queued up and use parking lot as part of operation. Additional lots will be used for larger events.

Ms. Arevalo indicated that football practice in area also needs to be considered. Mr. Hines stated that a safety plan can be put in place if any conflicts arise.

Mr. Mirintchev inquired about garbage location. Mr. Hines stated that there are containers outside off of alley and there will be daily pick-up.
Chair Berns inquired about a plan for alley maintenance. Mr. Hines stated that the team works with a company in Skokie for gravel fill and could use them for this alley when needed or on an annual basis. Chair Berns then asked about the length of deliveries. Mr. Hines responded that they last approximately 5 minutes. Space exists behind building to pull in off of alley so as not to block as much of it.

Chair Berns asked how noise will be mitigated for customers who may come outside to smoke and where employees will be parking. Mr. Hines responded that a staff member could be used to monitor noise. Parking spaces will be rented as needed. Water Reclamation District lot could also be used as an additional option.

Chair Berns asked what the hardship was and what other options had been considered. Mr. Chookaszian stated that the existing building is largely built to lot lines. Would not be able to house the full brewing operations without the addition. Currently have minimum amount needed for both restaurant, brewing and banquet facility. Chair Berns asked if any other designs had been considered. Bowtruss ceiling would not allow for a second level. Ms. McAuley stated that if the building were constructed with permitted setback, it would actually be inconsistent with other buildings in the area and would be a very small addition. Did not feel there would be a customer draw if reconfigured. Banquet space likely to be 30% of revenue.

Public Comment:
Kelly Ann Alcott- alley always has holes is a significant issues. Deeply concerned about the amount of traffic, and stated that the brewpub would still likely need to use the alley. Semi banquet facility nearby Feast & Imbibe-partnering with them? Glad smoking has been brought up and appreciates the design of the building.

John Leineweber, property owner in the area, stated that there are now over 70 businesses in the area and have been waiting for a restaurant to come into the area for multiple decades. Facility will make a big difference in the area and provide a space for employees of businesses to have someplace to eat and have meeting space. Supports proposed business.

Mr. Chookaszian emphasized that the parking lot does not have access to the alley so it alley use will likely not be an issue. Mr. Hines stated that the alley will be repaired if it falls into disrepair.

Chair Lewis closed the Public Comment.

The Plan Commission entered Deliberation:

Chair Lewis reiterated that the Commission was being asked to consider text amendments for a definition of a brewpub, allowing brewpub as permitted use in M Districts and in the same zoning districts as type-1 restaurants, combining definitions for craft-distillery and craft-brewery and allowing type-1 restaurants as an accessory use to micro-brewery/micro-distillery.

Commissioner Goddard stated that this seems like a legitimate condition to the code but still has concerns regarding areas that may be affected.
Commissioner Isaac expressed concerns regarding allowing restaurants in what is otherwise a manufacturing district. He believes the use is a good fit in this particular area and can benefit other businesses however there is not a lot of area covered by these manufacturing districts and this could negatively affect the amount of space set for that use. Chair Lewis added that added that there is a benefit to have restaurants within a manufacturing district brewpub with accessory restaurant but restaurants are not permitted by right.

Mr. Mangum differentiated between Industrial Districts and the M Districts and pointed out that the area in which the proposed brewpub is located in the largest M District in the City.

Chair Lewis asked if it was beneficial to have that type of use within the Mixed Use and Industrial areas and if restaurants should also be allowed by right as brewpubs are proposed to be. Should they be allowed as Special Use instead?

Commissioner Draper stated that it interesting that it is allowed in Industrial areas but not the transitional areas and that if it is allowed there it should be allowed within the transitional district.

Chair Lewis stated that an issue with the use is the proposed hours of operation and asked if there were restrictions within the code. Mr. Mangum responded that within the zoning ordinance there are none but liquor licensing does have restrictions. Chair Berns stated that Special Uses could have that control placed on them.

Isaac stated that there is no need for two separate definitions and combining them makes sense. A brief discussion followed regarding how to regulate standards on amounts that could be produced. It was clarified that the proposed text amendment would still be compliant with local and state regulations and specifically references state regulations.

The definition of brewpub was discussed with the phrase “for consumption on or off site in sealed containers” being reviewed. Commissioner Draper stated that adding “on premises” is important so that the use does not change. Staff can work on exact language.

Ms. Goddard made a motion to accept staff’s recommendation for a text amendment with a definition change and brewpub definition with on premise sealing and allowing restaurants and brewpubs as special uses in the M Districts. Seconded by Commissioner Isaac.

1. Yes
2. Yes
3. Yes
4. Yes

A roll call vote was taken and the motion was approved 5-0 to recommend the text amendment as amended to City Council.
Ayes: Goddard, Draper, Isaac, Halik, Lewis
Nays: none.

The ZBA then entered into deliberation:
Chair Berns stated that with the Plan Commission’s recommendation there is a new Special Use to consider with regards to the proposed brewpub use, a Special Use for the banquet hall, and the requested variances.

Ms. McAuley stated her support of the project due to the need for more economic development in the Hill Arts District and is consistent with the City's Comprehensive Plan.

Mr. Mirintchev stated his support with concerns for the parking, requesting that there is some written agreement for shared parking. He also expressed that the project would spur on more economic development in the area and believes that the financial model would not survive without requested variances. He then noted that the bathrooms should be moved to a different part of the building and not be along the front façade where a storefront appearance should be.

Ms. Dziekan asked how MWRD could be a part of the parking solution. Ms. McAuley stated that the Park District leased space to serve the park and the business district. She stated that it is also typically full during regular business hours. The City prohibits overnight parking and would typically be more available after regular hours for the brewpub. Ms. Dziekan then asked if approval could be predicated on the applicant providing written parking agreements with Churches or other entities in the area so that there is no cumulative negative affect on the neighborhood.

Ms. Arevalo expressed her support for the project and the needed special use and variances adding that the applicant should consider the nearby residents and the children that use the nearby playing field.

Ms. Cullen agreed that the project is needed in that location. She then expressed support of the project and requested that the applicant work closely with residents as it would be a big change in the area.

Chair Berns expressed agreement with the comments provided and stated that she would like to see conditions added to approval of the project, those being: a formal parking agreement, regular hours being 11:00am to 10:00pm Sunday through Thursday and 11:00am to 1:00am on Friday and Saturday which special events having late hours, noise abatement, employee parking offsite, alley maintenance and designated smoking area.

Ms. McAuley questioned if it was appropriate to require one business to be responsible for the upkeep and repair of an alley that multiple businesses currently use. Chair Berns stated that if the business does not cause additional issues with the alley then the extra maintenance would not be needed.

Standards for Special Use – brewpub in MXE District and banquet use
1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. NA
8. NA
9. Yes

Ms. Dziekan motioned to recommend approval of the special use with conditions, which was seconded by Ms. Cullen. With a vote of 6-0 for approval, the special use was recommended for approval.

Conditions:
1. Employees must park off-site and not on the street.
2. Hours of operation shall not exceed 11:00am – 10:00pm Sunday through Thursday and 11:00am – 1:00am Friday and Saturday with special event times to go no later than 1:00am
3. Formal parking agreements must be in place prior to City Council review
4. Substantial compliance with the documents and testimony on record including Sustainability Plan
5. Noise abatement must be considered in the addition so that noise does not carry into the neighborhood
6. Applicant must coordinate with businesses along the alley to maintain the alley annually as needed
7. A designated parking area shall be monitored by staff so that it does not become a nuisance in the neighborhood.

Standards for Variations:
1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes

Ms. McAuley motioned to recommend approval and was seconded by Ms. Dziekan. With a vote of 6-0 for approval, the requested variations are recommended for approval.

B. 1108 Dodge Avenue 18PLND-0040 & 18ZMJV-0061

Steve Tuszynski, property owner, requests a text amendment to permit auto and recreational vehicle sales as a Permitted Use and auto storage lots, auto body repair, auto towing, and auto salvage as Special Uses in the C1 Commercial District (Zoning Code Section 6-10-2, Title 6 of the City Code). The applicant also requests a special use permit for auto sales with accessory auto repair and towing in the C1 Commercial District (Zoning Code Section 6-10-2-3). The Plan Commission and Zoning Board of Appeals make recommendations to City Council, the determining body for
this case. **This case has been withdrawn from the agenda and will be reviewed at a date uncertain.**

Chair Berns moved to adjourn the ZBA meeting, seconded by Mr. Mirintchev.

Chair Berns moved to adjourn the joint Plan Commission and ZBA meeting. Commissioner Goddard seconded.

The meeting adjourned at 8:58pm.
Memorandum

To: Mayor and Members of the City Council
Planning & Development Committee

From: Johanna Leonard Community Development Director
Scott Mangum, Planning and Zoning Administrator
Cindy Plante, Economic Development Coordinator

Subject: Ordinance 103-O-18 Granting a Special Use for a Type 2 Restaurant, Backlot Coffee at 2004 Central Street.

Date: September 14, 2018

Recommended Action
The Zoning Board of Appeals and City Staff recommend adoption of Ordinance 103-O-18 granting a special use approval for a Type 2 Restaurant, Backlot Coffee 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 of a special use for this district. Alderman Revelle recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council.

Livability Benefits:
Economy & Jobs: Expand job opportunities
Built Environment: Enhance public spaces

Summary:
Applicant John Kim, proposes to expand Backlot Coffee from its current footprint at 2006 Central into the adjacent storefront at 2004 Central Street. The proposed expansion will double the amount of available seating from 30 to 60 and allow for an expanded menu of baked goods and ready-to-eat foods prepared on site.

Staffing currently consists of 2-3 employees in the shop at any given time; 3-4 additional employees will be needed after expansion. Employees will be encouraged to walk, bike or use transit. Deliveries will continue to be made at the rear of the building. City staff is not aware of any objections to the proposal.
Comprehensive Plan:
The Evanston Comprehensive General Plan encourages the utilization of vacant storefronts along existing commercial corridors that can add sales tax revenue and encourage economic vitality. The Comprehensive Plan specifically includes:

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

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

The Backlot expansion will use a currently vacant commercial space to grow a locally owned and operated business and bring additional foot traffic to the Central Street business district.

Legislative History:
August 28, 2018: the ZBA recommended unanimous approval of the special use for a Type 2 Restaurant, Backlot Coffee with the same conditions as the special use for the existing shop at 2004 Central:
   1. Hours of operation not to exceed 6am-10pm, seven days a week.
   2. Employees shall not park on the street.
   3. Sustainability Plan must be followed.
   4. Substantial compliance with the documents and testimony on record.

Attachments
Ordinance 103-O-18
August 28, 2018 ZBA Draft Meeting Minutes Excerpt
ZBA Findings
August 28, 2018 ZBA Packet
103-O-18

AN ORDINANCE

Granting a Special Use Permit for a Type 2 Restaurant Located at
2004 Central Street in the B1a Business District and the oCSC Central
Street Overlay District (“Backlot Coffee”)

WHEREAS, the Zoning Board of Appeals (“ZBA”) met on August 8, 2018
and August 28, 2018, pursuant to proper notice, to consider case no. 18ZMJV-0065, an
application filed by John Kim (the “Applicant”), property owner of the property legally
described in Exhibit A, attached hereto and incorporated herein by reference, commonly
known as 2004 Central Street (the “Subject Property”) and located in the B1a Business
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, “Backlot Coffee,” 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 September 17, 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-0065; and
WHEREAS, at its meeting of September 17, 2018, 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-0065.

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 July 5, 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. **Employee Parking**: Employees may not utilize metered street parking surrounding the Subject Property during the hours of operation.

D. **Recordation**: Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.
SECTION 4: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

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

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 8: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _________________, 2018

Adopted: _________________, 2018

______________________________, 2018

Stephen H. Hagerty, Mayor

Attest:

______________________________

Devon Reid, City Clerk

Approved as to form:

______________________________

Michelle L. Masoncup, Corporation Counsel
EXHIBIT A

LEGAL DESCRIPTION

THE EAST 20.62 FEET OF LOT 11 IN BLOCK 18 IN NORTH EVANSTON, IN SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 10-12-103-030-0000

MEETING MINUTES
ZONING BOARD OF APPEALS
Tuesday, August 28, 2018
7:00 PM
Civic Center, 2100 Ridge Avenue, Council Chambers

Members Present: Lisa Dziekan, Violetta Cullen, Mary Beth Berns, Myrna Arevalo, Scott Gingold

Members Absent: Mary McAuley, Kiril Mirintchev

Staff Present: Scott Mangum, Melissa Klotz

Presiding Member: Mary Beth Berns

Declaration of Quorum
With a quorum present, Chair Berns called the meeting to order at 7:04 p.m.

Minutes
Ms. Cullen motioned to approve the meeting minutes of the Joint Meeting with the Plan Commission, and the ZBA hearing of August 8, 2018, which were seconded by Ms. Arevalo and approved 4-0, with one abstention.

Old Business

2004 Central St.  18ZMJV-0065
John Kim, property owner, applies for a special use permit to expand a Type 2 Restaurant, Backlot Coffee, from 2006 Central St. to include 2004 Central St. 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.

John Kim, operator, explained the proposal:
• Want to expand existing business into the space next door.
• Will add more seating (from approximately 30 to 60 seats).
• The expansion will allow some baked items to be made in-house, and some other ready-to-go foods will be added to the menu.
• Will add a doorway between the two spaces to combine them.
• No black-iron ventilation is needed.
• Deliveries to the restaurant occur daily during business hours. Deliveries will be less frequent than they are currently since the kitchen will produce more items.
• Ok with all conditions listed in 2006 Central special use ordinance.
• Plan to add a deck behind 2006 Central that will be constructed as part of the buildout of 2004 space for outdoor dining.

Deliberation:
Ms. Dziekan asked if staff prefers outdoor seating along sidewalks to encourage active frontages, and Mr. Mangum responded storefront windows are encouraged as active uses, and outdoor seating is desirable where there is enough space.

Standards:
1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes
8. Yes
9. Yes

Mr. Gingold motioned to recommend approval with the conditions listed within the 2006 Central St. special use ordinance, which was seconded by Ms. Arevalo and recommended for unanimous approval.
After conducting a public hearing on August 28, 2018, the Zoning Board of Appeals makes the following findings of fact, reflected in the audio-visual recording of the hearings, based upon the standards for special uses specified in Section 6-3-5-10 of the Zoning Ordinance:

<table>
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<th>Standard</th>
<th>Finding</th>
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<td>(A) It is one of the special uses specifically listed in the zoning ordinance;</td>
<td>X Met  Not Met</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>
<td>X Met  Not Met</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>
<td>X Met  Not Met</td>
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<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
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<td>(E) It can be adequately served by public facilities and services</td>
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<td>(F) It does not cause undue traffic congestion;</td>
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<th>(G) It preserves significant historical and architectural resources;</th>
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<th>(H) It preserves significant natural and environmental features; and</th>
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<th>(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.</th>
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and based upon these findings, and upon a vote

5 in favor & 0 against

Recommends to the City Council

approval without conditions

denial of the proposed special use with conditions:

approval with conditions:

1) Hours of operation of 6 a.m. to 10 p.m.
2) Employees prohibited from using metered street parking.
3) Deliveries shall occur in the rear.
4) Substantial compliance with documents and testimony on record, including Sustainability Practices for Type 2 Restaurants.

**Attending:**

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734 of 793
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
      Melissa Klotz, Zoning Planner

Subject: Ordinance 104-O-18, Granting a Special Use and Zoning Relief to Expand a Daycare Center - Child, at 2200 Main Street

Date: September 5, 2018

Recommended Action
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 104-O-18 granting special use approval to expand a Daycare Center – Child, the Infant Welfare Society of Evanston, and zoning relief for a one-story addition with a 6.1’ west interior side yard setback where 15’ is required, at 2200 Main St. in the R2 Single Family Residential District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Braithwaite recommends suspension of the rules for Introduction and Action at the September 17, 2018 City Council.

Livability Benefits
   Equity & Empowerment: Support quality human service programs
   Education, Arts & Community: Promote a cohesive and connected community

Community Development Block Grant
The Infant Welfare Society of Evanston (IWSE) was recently awarded $75,250 in Community Development Block Grant funding to convert existing outdoor play area into an indoor gross motor play space at the Baby Toddler Nursery (BTN) at 2200 Main Street. BTN is located in the City's Neighborhood Revitalization Strategy Area, which is prioritized for CDBG investment, and serves 70 children, age 6 weeks to 5 years old, annually; 80% of the children and families enrolled in BTN’s program are low and moderate income. IWSE provides full-day childcare, early education and family support services and receives funding for low income and special needs children including Early Head Start and Preschool for All.
Summary
2200 Main St. has operated as the Infant Welfare Society of Evanston, a Daycare Center – Child, for over 40 years. The applicant proposes to enclose an outdoor play area with a one-story addition, which is considered an increase in intensity, so a new special use permit for a Daycare Center – Child is required. In addition to the special use permit, zoning relief is needed for a 6.1’ west interior side yard setback where 15’ is required for non-residential structures.

![Proposed Addition Diagram]

The required 15’ interior side yard setback for non-residential structures is intended to provide a buffer between incompatible non-residential uses that are surrounded by residences. The requested zoning relief for a 6.1’ setback is adjacent to Pitner Alley, followed by commercial and industrial uses to the west of the alley, therefore there is no additional impact to neighboring properties.

The proposed addition will not change the use, nor will it cause any increase in number of children or employees. The addition increases the building lot coverage to a compliant 39.3% in the R2 District, and does not increase the legally-nonconforming 71.8% impervious surface coverage since it is proposed in place of the current impervious deck. Since the addition does not increase the number of children, there is no additional parking requirement.

The addition is necessary to provide an indoor open play space for gross motor skills while maintaining the size of adjacent classrooms so that the number of children does not need to be reduced. Since the number of children and staff will not be impacted by this proposal, there is no additional impact on the surrounding neighborhood. Staff is aware of concerns related to staff parking in the residential neighborhood on Hartrey Ave., so the applicant has agreed to explore alternatives for staff parking such as off-site parking at Ward Manufacturing and/or Food 4 Less.
Comprehensive Plan

Some objectives from the Evanston Comprehensive General Plan that apply to this application include:

Objective: Maintain the appealing character of Evanston’s neighborhoods while guiding their change.

Objective: Recognize the benefits of mixing residential, commercial, and institutional uses in neighborhoods.

The proposed expansion of the Infant Welfare Society of Evanston at 2200 Main St. will allow a non-profit institution to provide additional services and resources to the community with no additional impact to the surrounding neighborhood.

Legislative History
August 28, 2018: The ZBA unanimously recommended approval of the special use for a Daycare Center – Child, for the Infant Welfare Society of Evanston, and major zoning relief for a 6.1’ west interior side yard setback for a one-story addition with the following conditions:

1. Hours of operation shall not exceed 6am - 8pm.
2. IWSE should continue to explore alternative staff parking options that can alleviate the parking demand on Hartrey Ave.
3. Substantial compliance with the documents and testimony on record.

Attachments
Proposed Ordinance 104-O-18
ZBA Findings
August 28, 2018 ZBA Draft Meeting Minutes Excerpt
ZBA Packet - August 28, 2018
104-O-18

AN ORDINANCE

Granting a Special Use Permit for a Daycare Center – Child and a Major Variation Related to 2200 Main Street in the R2 Single Family Residential District
(“Infant Welfare Society of Evanston”)

WHEREAS, the Zoning Board of Appeals (“ZBA”) met on August 28, 2018, pursuant to proper notice, to consider case no. 18ZMJV-0067, an application filed by DonnaLee Floeter (the “Applicant”), architect of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 2200 Main Street (the “Subject Property”) and located in the R2 Single Family Residential District, for a Special Use Permit to establish, pursuant to Subsection 6-8-3-3 of the Evanston City Code, 2012, as amended (“the Zoning Ordinance”), a Daycare Center – Child, “Infant Welfare Society of Evanston,” and approval of a Major Variation to zoning requirements imposed by Subsection 6-8-3-7(B)(3) on the Subject Property; and

WHEREAS, the Applicant requested the following Major Variations from the Zoning Board of Appeals:

(A) The Applicant requests a west interior side yard setback of six and one tenth of a foot (6.1’) where an west interior side yard setback of fifteen feet (15’) is required on the Subject Property;

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 Daycare Center – Child and a west interior side yard setback of six and one tenth (6.1’) feet (6.1’) met the standards for Special Uses in Section 6-3-5 and Major Variations in 6-3-8-12(E) of the Zoning Ordinance and recommended City Council approval thereof; and
WHEREAS, at its meeting of September 17, 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-0067; and

WHEREAS, at its meeting of September 17, 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 Daycare Center – Child and a west interior side yard setback of six and one tenth of a foot (6.1’) on the Subject Property as applied for in case no. 18ZMJV-0067.

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.

B. **Hours of Operation**: The Applicant may only open to the general public the Daycare Center – Child for drop-off and pick-up between the hours of 6:00 a.m. and 8:00 p.m. on any given day.
C. **Parking:** The Applicant shall continue to explore alternative staff parking options that can alleviate the parking demand on Hartrey Avenue.

E. **Recordation:** Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.

**SECTION 4:** When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

**SECTION 5:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**SECTION 6:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 7:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 8:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _________________, 2018  
Approved:

Adopted: _________________, 2018  
__________________________, 2018

________________________________________________________________________

Stephen H. Hagerty, Mayor
Attest: _________________________________
Devon Reid, City Clerk

Approved as to form: ________________________________
Michelle L. Masoncup, Corporation Counsel
EXHIBIT A

LEGAL DESCRIPTION

LOT 1 AND 2 IN BLOCK 2 (EXCEPT THE WEST 5.0 FEET OF SAID LOTS) IN TRAVER'S SUBDIVISION OF THE NORTH 1/2 OF THE MIDDLE 1/3 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 10-24-301-0190000
       10-24-301-020-0000

COMMONLY KNOWN AS: 2200 Main Street, Evanston, Illinois.
In the case of

Case Number:  18ZMJV-0067
Address or Location:  2200 Main St.
Applicant:  DonnaLee Floeter, Architect
Proposed Special Use:  Expansion of a Daycare Center – Child, Infant Welfare Society of Evanston

After conducting a public hearing on August 28, 2018, the Zoning Board of Appeals makes the following findings of fact, reflected in the audio-visual recording of the hearings, based upon the standards for special uses specified in Section 6-3-5-10 of the Zoning Ordinance:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) It is one of the special uses specifically listed in the zoning ordinance;</td>
<td>X Met</td>
</tr>
<tr>
<td></td>
<td>Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 6-0</td>
</tr>
<tr>
<td>(B) It is in keeping with purposes and policies of the adopted comprehensive general plan and the zoning ordinance as amended from time to time;</td>
<td>X Met</td>
</tr>
<tr>
<td></td>
<td>Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 6-0</td>
</tr>
<tr>
<td>(C) It will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood and the effect of the proposed type of special use upon the city as a whole;</td>
<td>X Met</td>
</tr>
<tr>
<td></td>
<td>Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 6-0</td>
</tr>
<tr>
<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
<td>X Met</td>
</tr>
<tr>
<td></td>
<td>Not Met</td>
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<td></td>
<td>Vote 6-0</td>
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</tbody>
</table>
(E) It can be adequately served by public facilities and services

<table>
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<tr>
<th>Met</th>
<th>Not Met</th>
<th>Vote</th>
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</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td>6-0</td>
</tr>
</tbody>
</table>

(F) It does not cause undue traffic congestion;

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td>6-0</td>
</tr>
</tbody>
</table>

(G) It preserves significant historical and architectural resources;

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td>6-0</td>
</tr>
</tbody>
</table>

(H) It preserves significant natural and environmental features; and

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td>6-0</td>
</tr>
</tbody>
</table>

(I) It complies with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation.

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td>6-0</td>
</tr>
</tbody>
</table>

and, based upon these findings, and upon a vote

6 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 – 8pm.
2. IWSE should continue to explore alternative staff parking options that can alleviate the parking demand on Hartrey Ave.
3. Substantial compliance with the documents and testimony on record.

Attending:

<table>
<thead>
<tr>
<th>Aye</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Beth Berns</td>
<td>X</td>
</tr>
<tr>
<td>Myrna Arevalo</td>
<td>X</td>
</tr>
<tr>
<td>Scott Gingold</td>
<td>X</td>
</tr>
<tr>
<td>Violetta Cullen</td>
<td>X</td>
</tr>
<tr>
<td>Lisa Dziekan</td>
<td>X</td>
</tr>
<tr>
<td>Mary McAuley</td>
<td></td>
</tr>
<tr>
<td>Kiril Mirintchev</td>
<td>X</td>
</tr>
</tbody>
</table>
In the case of

**Case Number:** 18ZMJV-0067  
**Address or Location:** 2200 Main St.  
**Applicant:** DonnaLee Floeter, Architect  
**Proposed Zoning Relief:** 6.1’ west interior side yard setback where 15’ is required for a one-story addition to the Infant Welfare Society of Evanston

After conducting a public hearing on August 28, 2018, the Zoning Board of Appeals makes the following findings of fact, based upon the standards for major variances specified in Section 6-3-8-12 of the City Code:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) The requested variation will not have a substantial adverse impact</td>
<td>____X____Met</td>
</tr>
<tr>
<td>on the use, enjoyment or property values of adjoining properties;</td>
<td>_____Not Met</td>
</tr>
<tr>
<td></td>
<td>6-0</td>
</tr>
<tr>
<td>(B) The requested variation is in keeping with the intent of the zoning</td>
<td>____X____Met</td>
</tr>
<tr>
<td>ordinance;</td>
<td>_____Not Met</td>
</tr>
<tr>
<td></td>
<td>6-0</td>
</tr>
<tr>
<td>(C) The alleged hardship or practical difficulty is peculiar to the</td>
<td>____X____Met</td>
</tr>
<tr>
<td>property;</td>
<td>_____Not Met</td>
</tr>
<tr>
<td></td>
<td>6-0</td>
</tr>
<tr>
<td>(D) The property owner would suffer a particular hardship or practical</td>
<td>____X____Met</td>
</tr>
<tr>
<td>difficulty as distinguished from a mere inconvenience if the strict</td>
<td>_____Not Met</td>
</tr>
<tr>
<td>letter of the regulations were to be carried out;</td>
<td>6-0</td>
</tr>
<tr>
<td>(E) The purpose of the variation is not based exclusively upon a desire</td>
<td>____X____Met</td>
</tr>
<tr>
<td>to extract additional income from the property; or there is a public</td>
<td>_____Not Met</td>
</tr>
<tr>
<td>benefit;</td>
<td>6-0</td>
</tr>
</tbody>
</table>
(F) The alleged difficulty or hardship has not been created by any person having an interest in the property;  

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>0</td>
</tr>
</tbody>
</table>

(G) The requested variation is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty which affects the property;  

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>0</td>
</tr>
</tbody>
</table>

and, based upon these findings, and upon a vote of

6 in favor & 0 against

recommends to the City Council

X approval

____ denial

Attending:  

<table>
<thead>
<tr>
<th>Attendance</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Violetta Cullen</td>
<td>Aye</td>
</tr>
<tr>
<td>Mary Beth Berns</td>
<td>No</td>
</tr>
<tr>
<td>Lisa Dziekan</td>
<td>X</td>
</tr>
<tr>
<td>Kiril Mirintchev</td>
<td>X</td>
</tr>
<tr>
<td>Scott Gingold</td>
<td>X</td>
</tr>
<tr>
<td>Myrna Arevalo</td>
<td>X</td>
</tr>
<tr>
<td>Mary McAuley</td>
<td>X</td>
</tr>
</tbody>
</table>
2200 Main St.
DonnaLee Floeter, architect, applies for a special use permit and major zoning relief to expand a Daycare Center – Child, Infant Welfare Society of Evanston, in the R2 Single Family Residential District (Zoning Code Section 6-8-3-3), and a west interior side yard setback of 6.1’ where 15’ is required for non-residential structures (Zoning Code Section 6-8-3-7-B-3). The Zoning Board of Appeals is the recommending body, and the City Council is the determining body for this case.

Ms. Klotz read the case into the record.

Steven Vick, Executive Director, and DonnaLee Floeter, architect, explained the proposal:
- The facility serves 80% low income children; many who have special needs.
- Currently the facility does not have an indoor gross motor play area, which is problematic during inclement weather.
- Building footprint will increase by 653 sq ft.
- No increase is proposed to the number of children or teachers.
- The space where the addition is proposed is currently outdoor space and is already impervious.

Ms. Dziekan asked how parking and the drop off works, and Mr. Vick explained:
- 7:30-9am is the busy drop off time and 4-5:30 is the busy pick up time.
- Parents park and come in; there is no curbside drop off.
- There are typically available parking spaces in the parking lot.
- Employees usually park throughout the neighborhood so that the parking lot is available for quick drop off and pick up.
- Ward Manufacturing President (submitted Applicant’s Exhibit A) letter submitted noting there is ample parking in the area, but Ward Manufacturing will allow 2 of their spaces to be leased to the IWSE if needed.
Susan Skully, 836 Hartrey, who lives immediately south of the daycare center, has concerns about parking since her 86 year old mother has caretakers that regularly look for parking since the IWSE staff often park in front of her house. Chair Berns noted the Alderman can help obtain a handicap parking space on the street right in front of the house.

Janice Chateman, 832 Hartrey, agrees that the IWSE is a great neighbor, but parking is extremely difficult. Also, how will garbage pickup be done?

Mr. Vick responded there will be no change to garbage pickup since the addition does not impact the location of the garbage near the alley, and IWSE employees can be told to park on the other side of Main St., or Lee St., to alleviate the Hartrey parking issue.

Typically no more than 20 staff are on site at a time. Many staff use public transportation.

Ms. Dziekan noted there is a church on the north side of Main St. that may be able to share parking for IWSE employees. Mr. Vick responded Alderman Braithwaite is currently reaching out to Food 4 Less to see if some of that large parking lot could be used for some employee parking. Chair Berns encouraged the Food 4 Less parking, and Mr. Gingold added the 2 spaces from Ward Manufacturing should be used.

Deliberation:
Ms. Dziekan noted the IWSE is a great and needed service in the community, and Mr. Gingold noted the proposal is not an increase in the number of children or staff. Ms. Cullen agreed.

Standards for Special Use:
1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes
8. Yes
9. Yes

Ms. Cullen motioned to recommend approval of the special use with conditions, which was seconded by Ms. Dziekan and unanimously recommended for approval.
1. Hours of operation shall not exceed 6am - 8pm.
2. IWSE should continue to explore alternative staff parking options that can alleviate the parking demand on Hartrey Ave.
3. Substantial compliance with the documents and testimony on record.

Standards for Major Variation:
1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes

Mr. Gingold noted the variation is a setback that is adjacent to an alley and then an industrial use, therefore the intent of the regulation is not needed.

Mr. Gingold motioned to recommend approval of the major variation, which was seconded by Ms. Dziekan and unanimously recommended for approval.
Memorandum

To: Mayor and Members of the City Council
   Planning & Development Committee

From: Johanna Leonard Community Development Director
      Scott Mangum, Planning and Zoning Administrator
      Cindy Plante, Economic Development Coordinator

Subject: Ordinance 102-O-18 Granting a Special Use for a Type 2 Restaurant, Kilwins Chocolates at 1724 Sherman Ave

Date: September 14, 2018

Recommended Action
The Zoning Board of Appeals and City Staff recommend adoption of Ordinance 102-O-18 granting a special use approval for a Type 2 Restaurant, Kilwins Chocolates in the D2 District. The applicant has complied with all zoning requirements, and meets all of the standards of a special use for this district.

Livability Benefits:
Economy & Jobs: Expand job opportunities
Built Environment: Enhance public spaces

Summary:
Applicant James Shepherd, proposes to open Kilwins Chocolates at 1724 Sherman Ave. Kilwins is a nationwide franchise with other Illinois locations on Michigan Avenue, and in Hyde Park within Chicago, and in Elmhurst. The Evanston location will be the first for franchise operator Jeff Snyder. The proposed menu consists of ice cream, fudge and candies including caramel apples and chocolate dipped items. The applicant is proposing to operate seven days a week, with hours not to exceed 10am-11pm.

Staffing is expected to include no more than 5 employees on site at any given time. Deliveries to the restaurant will be accepted from the front of the store, and will be limited to early morning hours. The applicant has agreed to adopt sustainable practices for refuse collection and litter prevention, including recycling and provision of tap water. City staff is not aware of any objections to the proposal.
Comprehensive Plan:
The Evanston Comprehensive General Plan encourages the utilization of vacant storefronts along existing commercial corridors that can add sales tax revenue and encourage economic vitality. The Comprehensive Plan specifically includes:

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

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

Kilwins will use a currently vacant commercial space to open a locally owned and operated business and bring additional foot traffic to the downtown business district.

Legislative History:
August 28, 2018: the ZBA recommended unanimous approval of the special use for a Type 2 Restaurant, Kilwins Chocolates with the following conditions:
1. Hours of operation not to exceed 10am - 11pm, 7 days a week.
2. Deliveries shall ideally take place before 7am, and shall be no later than 9am.
3. Employees prohibited from using metered street parking.
4. Compliance with sustainability plan including offering tap water and using recycling.
5. Substantial compliance with documents and testimony on record

Attachments
Ordinance 102-O-18
August 28, 2018 ZBA Draft Meeting Minutes Excerpt
ZBA Findings
August 28, 2018 ZBA Packet
102-O-18

AN ORDINANCE

Granting a Special Use Permit for a Type 2 Restaurant Located at 1724 Sherman Avenue in the D2 Downtown District ("Kilwins Chocolates")

WHEREAS, the Zoning Board of Appeals ("ZBA") met on August 28, 2018, pursuant to proper notice, to consider case no. 18ZMJV-0058, an application filed by James Shepherd (the "Applicant"), lessee of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 1724 Sherman Avenue (the "Subject Property") and located in the D2 Downtown District, for a Special Use Permit to establish, pursuant to Subsection 6-11-3-4 of the Evanston City Code, 2012, as amended ("the Zoning Ordinance"), a Type 2 Restaurant, "Kilwins Chocolates," 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 September 17, 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-0058; and
WHEREAS, at its meetings of September 17, 2018 and September 24, 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-0058.

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 July 26, 2018.

B. Hours of Operation: The Applicant may operate the Type 2 Restaurant authorized by this ordinance only between the hours of 10:00 a.m. and 11:00 p.m. on any given day.

C. Employee Parking: Employees may not utilize metered street parking surrounding the Subject Property during the hours of operation.

D. Deliveries: All deliveries shall occur in the early morning hours. Deliveries shall occur before 7:00 a.m., when possible, but no later than 9:00 a.m.
E. **Recordation:** Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.

**SECTION 4:** When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

**SECTION 5:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**SECTION 6:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 7:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 8:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _________________, 2018

Approved: ___________________, 2018

Adopted: _________________, 2018

_______________________________
Stephen H. Hagerty, Mayor
<table>
<thead>
<tr>
<th>Attest:</th>
<th>Approved as to form:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Devon Reid, City Clerk</td>
<td>Michelle L. Masoncup, Corporation Counsel</td>
</tr>
</tbody>
</table>
EXHIBIT A

LEGAL DESCRIPTION

LOT 4 IN THE NORTHWESTERN UNIVERSITY RESUBDIVISION OF BLOCK 17 IN EVANSTON, IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-126-011-0000

COMMONLY KNOWN AS: 1724 Sherman Avenue, Evanston, Illinois.
ZONING BOARD OF APPEALS
Tuesday, August 28, 2018
7:00 PM
Civic Center, 2100 Ridge Avenue, Council Chambers

Members Present: Lisa Dziekan, Violetta Cullen, Mary Beth Berns, Myrna Arevalo, Scott Gingold

Members Absent: Mary McAuley, Kiril Mirintchev

Staff Present: Scott Mangum, Melissa Klotz

Presiding Member: Mary Beth Berns

Declaration of Quorum
With a quorum present, Chair Berns called the meeting to order at 7:04 p.m.

Minutes
Ms. Cullen motioned to approve the meeting minutes of the Joint Meeting with the Plan Commission, and the ZBA hearing of August 8, 2018, which were seconded by Ms. Arevalo and approved 4-0, with one abstention.

New Business

1724 Sherman Ave.        18ZMJV-0072
James Shepherd, lessee, applies for a special use permit for a Type 2 Restaurant, Kilwins Chocolates, in the D2 Downtown Retail Core District (Zoning Code Section 6-11-3-4). The Zoning Board of Appeals is the recommending body, and the City Council is the determining body for this case.

Mr. Mangum read the case into the record.

Jeff Snyder, operator, explained the proposal:
- Kilwins offers fine chocolates, ice cream, caramel apples, fudge, chocolate dipped items, and take home items.
- 30% of items are made in the front window of the store.
- Nearest Kilwins is on Michigan Ave., and there is also one in Hyde Park, and Elmhurst.
- Operator does not operate another Kilwins and has no experience in this type of business, but is being trained by Kilwins on how to operate a franchise.
- Hours of operation will be 10am - 11pm maximum, adjusted seasonally.
- A maximum of 5 employees will work at one time.
- Deliveries occur every 2 weeks (ice cream and baking ingredients), and smaller other deliveries are more frequent.
• Deliveries must go through the front door in the early morning hours. The alley is not usable for truck deliveries and not allowed per the lease.
• Will have 5 seats in the facility. Most customers do not stay within the store after purchasing items.
• Agrees to follow the Sustainability Plan, and tap water will be offered for customers who ask for it as requested by DAPR.
• Exterior of the building will be painted (likely beige), and then new signage will be added. No changes will be made to windows or doors.

Deliberations:
Mr. Gingold noted the proposed use fits with the character of the neighborhood and will occupy a vacant space. Ms. Dziekan agreed.

Mr. Gingold also noted that it is acceptable that the operator does not have experience in the field since the store is a franchise and he will be appropriately guided. Ms. Cullen agreed.

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, which was seconded by Ms. Cullen and unanimously recommended for approval:
1. Hours of operation shall not exceed 10am - 11pm.
2. Deliveries shall ideally be before 7am, and shall be no later than 9am.
3. Employees shall not utilize on street parking.
4. Sustainability practices including offering tap water and using recycling.

The meeting adjourned at 9:00pm.
After conducting a public hearing on August 28, 2018, the Zoning Board of Appeals makes the following findings of fact, reflected in the audio-visual recording of the hearings, based upon the standards for special uses specified in Section 6-3-5-10 of the Zoning Ordinance:

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<td>(C) It will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood and the effect of the proposed type of special use upon the city as a whole;</td>
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<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
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<td>(E) It can be adequately served by public facilities and services</td>
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(F) It does not cause undue traffic congestion;

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Vote 5-0

(G) It preserves significant historical and architectural resources;

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Vote 5-0

(H) It preserves significant natural and environmental features; and

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Vote 5-0

and based upon these findings, and upon a vote

5 in favor & 0 against

Recommends to the City Council

approval without conditions

denial of the proposed special use with conditions:

approval with conditions:

1) Hours of operation of 10 a.m. to 10 p.m.
2) Employees prohibited from using metered street parking.
3) Deliveries shall ideally be before 7 a.m. and shall be no later than 9 a.m.
4) Substantial compliance with documents and testimony on record, including Sustainability Practices for Type 2 Restaurants.

**Attending:**

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For City Council meeting of September 17, 2018

Ordinance 106-O-18 Application for a Special Use for a Public Utility and Major Zoning Relief for a Fence (wall) at 514 Custer Ave.

For Introduction

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
       Bill Dunkley, Zoning Planner (seasonal)

Subject: Ordinance 106-O-18, Granting a Special Use for a Public Utility and Major Zoning Relief for a Fence (wall) at 514 Custer Ave.

Date: September 5, 2018

Recommended Action
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 106-O-18 granting special use approval for a Public Utility for the replacement of existing ComEd equipment with “DC-in-a-box” utility equipment, and major zoning relief for a 20'-tall fence (concrete wall) for safety and thermal screening of the utility equipment, at 514 Custer Ave. The applicant has complied with all other zoning requirements, and meets all of the standards for special use and major variation in the R3 Two Family Residential District.

Livability Benefits
Climate & Energy: Improve energy and water efficiency

Summary
514 Custer Avenue is located on the west side of Custer Ave. adjacent to the mid-block alleyway between South Blvd. and Oakton St. The site fronts along both Custer Avenue and an alley, with access to the site currently via a curb cut and driveway on Custer Avenue. The property features ComEd electrical distribution equipment surrounded by a chain link fence.
ComEd proposes to replace the existing distribution center with a smaller, more reliable and higher efficiency “DC-in-a-box” distribution center similar to proposals previously implemented at 1919 Church Street and 2506 Green Bay Road. The new equipment will increase capacity, reliability, and will provide better back-up abilities should other distribution centers fail during inclement weather. The new equipment is smaller in size than the existing, and will be obscured from some views by the proposed concrete walls.

The new utility equipment includes transformers, regulators, and switch gears. All new equipment is smaller than the existing equipment, with the largest transformer at 12’ in height and the remaining equipment 8.5’ or less. Per typical ComEd requirements, the equipment is placed on concrete pads and then surrounded by gravel with a concrete perimeter for grounding purposes.

Recently updated ComEd standards now require a fireproof wall surrounding the equipment when anything flammable is located within 25’ of the equipment. Concrete walls are proposed along the south and west sides of the equipment. The walls act as barriers and are therefore considered fencing by zoning regulations. ComEd proposes the wall be 20’ in height. A maximum 8’ fence height is permitted in the R3 district when a non-residential use abuts a residential use. The proposed concrete material, which will be poured in place and stamped with a pattern, such as brick, is not a permitted fencing material by zoning regulations. The walls are placed 3’ from all property lines, and are at least 3’ from the equipment. Walls are not necessary along the north and east portions of the property.
The ZBA requested that ComEd provide the thermographic study that was conducted to determine the necessary wall heights for fire protection for review by staff. Following ZBA, the study and additional plan review details were provided to staff for review by the Evanston Fire Department. The Fire Department Plan Reviewer concurs with the conclusions and recommendations of ComEd to provide 20’ walls along the west and south sides of the utility equipment, and no walls along the east and north sides of the utility equipment, for adequate fire safety.

Because of grounding requirements to hardscape the site up to the east property line, ComEd will plant and maintain native grasses in the right-of-way along Custer between the concrete pad and the sidewalk to provide some screening of the equipment.

As recommended by the ZBA, the applicant has agreed to mount a light on the wall facing down to illuminate dark areas within the property to deter unwanted activity without impacting the adjacent residential building across the alley. The applicant is also exploring the possibility of including separate patterns in the concrete at the base and upper portion of the wall to visually break up the appearance.

City staff is not aware of any objections to the proposal, and finds the increased utility reliability beneficial to the community. The stamped concrete walls will improve the aesthetics and will shield the industrial equipment from view of the adjacent residential uses.
Comprehensive Plan
The Evanston Comprehensive General Plan encourages the redevelopment of blighted properties that promote neighborhood desirability. The Comprehensive Plan specifically includes:

Objective: Maintain the appealing character of Evanston’s neighborhoods while guiding their change.

Policy: Preserve neighborhood character while supporting redevelopment efforts that add to neighborhood desirability.

The proposed Public Utility is beneficial to the immediate neighborhood and community as a whole as it will increase ComEd reliability and ameliorate the aesthetics of the current site.

Legislative History
September 4, 2018: The ZBA recommended unanimous approval of the special use and variations subject to the following conditions:
1. Thermographic study shall be submitted for staff review.
2. Lights shall be added as needed for safety.
3. Design considerations shall be made to reduce the perceived scale of the wall.
4. Applicant shall be responsible for the maintenance of the project.
5. Substantial compliance with the documents and testimony on record.

Attachments
Proposed Ordinance 106-O-18
September 4, 2018 Draft ZBA Meeting Minutes Excerpt
ZBA Findings for Special Use and Major Variations
Link to September 4, 2018 ZBA Packet
https://www.cityofevanston.org/home/showdocument?id=43417
AN ORDINANCE

Granting a Special Use Permit and Major Variations to Replace Electrical Equipment Located at 514 Custer Avenue in the R3 Two Family Residential District

WHEREAS, the Zoning Board of Appeals ("ZBA") met on September 4, 2018, pursuant to proper notice, to consider case no. 18ZMJV-0062, an application filed by William Lensky, contractor for the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 514 Custer Avenue (the “Subject Property”) and located in the R3 Two Family Residential District, for a Special Use Permit and a Major Variation to replace, pursuant to Subsections 6-9-5-3 of the Evanston City Code, 2012, as amended ("the Zoning Ordinance"), electrical equipment on the Subject Property; and

WHEREAS, the Applicant requests the following Major Variation:

(A) The Applicant requests to construct one (1) concrete wall fence that is twenty (20) feet in height, where concrete material is not permitted for fences; and

(B) The Applicant requests to construct one (1) concrete wall fences that is twenty (20) feet in height, where the maximum fence height permitted is eight (8) feet; 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 and a Major Variation met the standards for Special Uses in Section 6-3-5-10 and 6-3-8-12 of the Zoning Ordinance and recommended City Council approval thereof; and
WHEREAS, at its meeting of September 17, 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 submitted site plans and approve the application in case no. 18ZMJV-0062; and

WHEREAS, at its meetings of September 17, 2018 and September 24, 2018, the City Council considered the submitted application 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 adopts the P&D Committee’s records, findings, and recommendations, and hereby approves, pursuant to Subsection 6-3-8-10(D) of the Zoning Ordinance, the Special Use Permit for a Public Utility and the Major Variations on the Subject Property applied for in case no. 18ZMJV-0062 and described hereinabove.

SECTION 3: The Major Variation approved hereby is as follows:

(A) Approval to install one (1) concrete wall fence that is twenty (20) feet in height. Subsection 6-4-6-7(F)(1) prohibits the installation of concrete fences on the Subject Property.

(B) Approval to install one (1) concrete wall fence that is twenty (20) feet in height. Subsection 6-4-6-7(F)(3) prohibits the installation of fences greater than eight (8) feet on the Subject Property.

SECTION 4: Pursuant to Subsection 6-3-5-12 and 6-3-8-14 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Applicant’s Special Use Permit and Major Variation, violation of any of which shall constitute
grounds for penalties or revocation of said Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

A. **Compliance with Applicable Requirements:** The Applicant must 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; the General Site Plan in Exhibit B, attached hereto and incorporated herein by reference; and the approved plans and documents on file in this case.

B. **Thermographic Study:** The Applicant shall submit to the City of Evanston a thermographic study for review by City of Evanston staff.

C. **Lighting:** Lighting shall be added on the interior and/or exterior of the walls as deemed necessary for safety purposes.

D. **Design:** Design considerations shall be made to reduce the perceived scale of the wall.

E. **Maintenance:** The Applicant shall be responsible for the maintenance of the project.

D. **Recordation:** Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant must record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.

**SECTION 5:** 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 6:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**SECTION 7:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 8:** 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 9: 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
Adopted:_______________________, 2018
Approved:______________________, 2018

________________________________________
Stephen H. Hagerty, Mayor

Attest:________________________________
Approved as to form:

______________________________
Michelle L. Masoncup, Corporation Counsel

______________________________
Devon Reid, City Clerk
EXHIBIT A

LEGAL DESCRIPTION

THE NORTH 50.00 FEET OF LOT 18 IN BLOCK 1 IN IGLEHART’S ADDITION TO EVANSTON; A SUBDIVISION OF THE SOUTH 12.17 ACRES EAST OF RIDGE ROAD OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTH 48 LINKS EAST OF RIDGE ROAD OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-19-329-026-0000

COMMONLY KNOWN AS: 514 Custer Avenue, Evanston, Illinois.
EXHIBIT B

GENERAL SITE PLAN
Declaration of Quorum
With a quorum present, Chair Berns called the meeting to order at 7:00 p.m.

Minutes
Ms. Cullen motioned to approve the meeting minutes of August 28, 2018, which were seconded by Ms. Dziekan, and approved 4-0.

New Business
514 Custer Ave. 18ZMJV-0062
William Lensky, project manager, applies for a special use permit for a Public Utility, ComEd, in the R3 Two Family Residential District (Zoning Code Section 6-8-4-3). The applicant also requests zoning relief for two concrete walls (fences) that are 14' and 20' in height where concrete material is not permitted for fences (Zoning Code Section 6-4-6-7-F-1) and a maximum fence height of 6' is allowed (Zoning Code Section 6-4-6-7-F-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.

Carlo Cavallaro, applicant’s representative, explained the proposal:
- Third DC in a box project in Evanston (Church Street wall is 18’ tall, Green Bay wall is 20’ tall).
- Upgrades from 4kV to 12kV increasing capacity and reliability of equipment with more redundancy.
- Site is smaller than others, less separation from adjacent buildings requires higher two-hour firewall.
- Highest transformer is 9-feet tall.
- Thermographic study produced by engineers with wall height recommendation.
- Ward meeting discussion involved aesthetics, including landscaping. Limited area for landscaping reason for proposed prairie grasses.
- Coloring and stamping of wall can be customized.
Outages to transfer equipment is limited.
ComEd and industry-wide standard reason for 8" deep concrete firewalls.
ComEd crews maintain grounds as needed.
ComEd’s responsibility to adapt site to future conditions as needed.
Lighting not proposed but could be added if needed and pointed downward similar to facility on Green Bay Road.

Deliberation:
Ms. Cullen noted that the proposed project will be an improvement over existing conditions.

Ms. Arevalo inquired about the possibility of a mural. Mr. Mangum explained previous discussion regarding mural including ComEd’s explanation that it could not be added to inside of wall and would have limited visibility from opposite side of wall.

Ms. Dziekan agreed that the proposal was an improvement, but suggested conditions for lighting and staff review of a thermographic study.

Chair Berns suggested two pours of concrete to break down scale of wall by adding variety.

The Special Use Standards were addressed:
1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. NA
7. NA
8. NA
9. Yes

Ms. Cullen motioned to recommend approval of the special use, which was seconded by Ms. Dziekan and unanimously recommended for approval with conditions:
1. Thermographic study to be reviewed by staff.
2. Add Lighting as appropriate.
3. Reconsider perceived scale of wall.
4. Guarantee maintenance of project.
5. Substantial compliance with the documents and testimony on record.

The Major Variation Standards were addressed:
1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes

Ms. Dziekan motioned to recommend approval of the major variation, which was seconded by Ms. Cullen and unanimously recommended for approval with conditions:
   1. Substantial compliance with the documents and testimony on record.

The meeting adjourned at 9:43 pm.
### Findings for Standards of Special Use Permits

In the case of

**Case Number:** 18ZMJV-0062  
**Address or Location:** 514 Custer Avenue  
**Applicant:** William Lensky, project manager  
**Proposed Special Use:** Public Utility, ComEd, in the R3 Two-Family Residential District

After conducting a public hearing on September 4, 2018, the Zoning Board of Appeals makes the following findings of fact, reflected in the audio-visual recording of the hearings, based upon the standards for special uses specified in Section 6-3-5-10 of the Zoning Ordinance:

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Vote 4-0 |
| (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; | X Met Not Met  
Vote 4-0 |
| (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; | X Met Not Met  
Vote 4-0 |
| (D) It does not interfere with or diminish the value of property in the neighborhood; | X Met Not Met  
Vote 4-0 |
| (E) It can be adequately served by public facilities and services | X Met Not Met  
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(F) It does not cause undue traffic congestion;  

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and based upon these findings, and upon a vote

4 in favor & 0 against

Recommends to the City Council

approval without conditions  

approval with conditions:

1. Thermographic study shall be submitted for staff review.
2. Lights shall be added as needed for safety.
3. Design considerations shall be made to reduce the perceived scale of the wall.
4. Applicant shall be responsible for the maintenance of the project.
5. Substantial compliance with the documents and testimony on record.

**Attending:**

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<tr>
<td>X</td>
<td>Mary Beth Berns</td>
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<td>Myrna Arevalo</td>
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<td>Scott Gingold</td>
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<td>Mary McAuley</td>
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After conducting a public hearing on September 4, 2018, the Zoning Board of Appeals makes the following findings of fact, based upon the standards for major variances specified in Section 6-3-8-12 of the City Code:

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<td>(A) The requested variation will not have a substantial adverse impact on the use, enjoyment or property values of adjoining properties;</td>
<td>___X___Met  _____Not Met  4-0</td>
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<td>(B) The requested variation is in keeping with the intent of the zoning ordinance;</td>
<td>___X___Met  _____Not Met  4-0</td>
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<td>(C) The alleged hardship or practical difficulty is peculiar to the property;</td>
<td>___X___Met  _____Not Met  4-0</td>
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<td>(D) The property owner would suffer a particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out;</td>
<td>___X___Met  _____Not Met  4-0</td>
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<td>(E) The purpose of the variation is not based exclusively upon a desire to extract additional income from the property; or there is a public benefit;</td>
<td>___X___Met  _____Not Met  4-0</td>
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(F) The alleged difficulty or hardship has not been created by any person having an interest in the property;  

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(G) The requested variation is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty which affects the property;  

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and, based upon these findings, and upon a vote of  

4 in favor & 0 against  

recommends to the City Council  

X approval with conditions  

 denial  

Condition:  
1. Substantial compliance with the documents and testimony on record.  

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<tr>
<td>X Mary Beth Berns</td>
<td>Aye X</td>
</tr>
<tr>
<td>X Lisa Dziekan</td>
<td>Aye X</td>
</tr>
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<td>Kiril Mirintchev</td>
<td>Aye X</td>
</tr>
<tr>
<td>Scott Gingold</td>
<td>Aye X</td>
</tr>
<tr>
<td>X Myrna Arevalo</td>
<td>Aye X</td>
</tr>
<tr>
<td>Mary McAuley</td>
<td>Aye X</td>
</tr>
</tbody>
</table>
To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Director of Community Development
Scott Mangum, Planning & Zoning Administrator
Melissa Klotz, Zoning Planner

Subject: Ordinance 84-O-18, Granting a Special Use for a Daycare Center – Domestic Animal, and Kennel, Rex’s Place, at 2118-2120 Ashland Ave., 1625 Payne St., and 2147-2149 Dewey Ave.

Date: September 17, 2018

Recommended Action
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 84-O-18 granting special use approval for a Daycare Center – Domestic Animal, and Kennel, in the MXE Mixed Use Employment District. The applicant has complied with all zoning requirements and meets all of the standards for special use and major variations for this district. Ordinance 84-O-18 was introduced, with requested amendments, at the August 13, 2018 City Council meeting. The amended Ordinance is attached for adoption.

Livability Benefits
Economy & Jobs: Retain and expand local businesses
Economy & Jobs: Expand job opportunities

Summary

Background History:
In 2010, the City did not have specific zoning regulations for doggy daycares or animal boarding. The City approved the operation of a Rex’s Place, a doggy daycare, at 2118-2120 Ashland Ave. and 1625 Payne St. with no overnight boarding, and considered the business to be a Retail Service Establishment. In 2011, the City approved accessory overnight boarding limited to holiday seasons only, and including conditions limiting boarding to regular clients of the doggy daycare facility.

In conjunction with the original requests, the applicant worked with the City to establish appropriate zoning regulations for Daycare Center - Domestic Animals, and Kennels (overnight boarding) so that such uses now require special use approval. The current
operations of Rex’s Place are therefore legally-nondecomforming and require special use approval for any change in operation or expansion.

Proposal:
The applicant requests a special use permit for a Daycare Center – Domestic Animal, and a Kennel, at the following locations:

<table>
<thead>
<tr>
<th>Current Operations</th>
<th>Proposed Operations</th>
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<tbody>
<tr>
<td><strong>2120 Ashland Ave.</strong></td>
<td>Doggy Daycare – all units</td>
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<td>Doggy Daycare – all units</td>
<td>Doggy Daycare – all units</td>
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<tr>
<td><strong>2118 Ashland Ave.</strong></td>
<td>Kennel</td>
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<td>NA</td>
<td>Kennel</td>
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<tr>
<td><strong>1625 Payne St.</strong></td>
<td>Kennel</td>
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<tr>
<td>Kennel (limited accessory use)</td>
<td>Kennel</td>
</tr>
<tr>
<td><strong>2147 Dewey Ave.</strong></td>
<td>Outdoor area for Doggy Daycare (and residence not</td>
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<td>Outdoor area for Doggy Daycare (and residence not</td>
<td>associated with Doggy Daycare)</td>
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<tr>
<td>associated with Doggy Daycare)</td>
<td>Outdoor area for Doggy Daycare and Kennel (and manager’s</td>
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<tr>
<td></td>
<td>residence)</td>
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<tr>
<td><strong>2149 Dewey Ave.</strong></td>
<td>Outdoor area for Doggy Daycare and Kennel (and owner’s</td>
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<tr>
<td>(residence not associated with Doggy Daycare)</td>
<td>residence)</td>
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</table>

2120 Ashland Ave.:
Rex’s Place currently operates the doggy daycare with a staff of 4-5 employees at a time and a maximum of 100 dogs in groups of 30-35 animals each. The main location of Rex’s Place is 2120 Ashland Ave., which is one large open area within the building where the dogs interact with each other. Dogs are walked from the indoor facility to the outdoor play area currently at 2147 Dewey Ave. as needed. Dogs are dropped off at the facility between 6:30am – 11am, and are picked up between 3pm – 6:30pm. The facility operates Monday – Friday only. A professional cleaning crew cleans the facility daily with environmentally friendly cleaning supplies that also kill potential airborne illnesses such as the dog flu. There are no changes to the facility or operations at 2120 Ashland Ave., but the proposed special use will bring the use status into special use compliance. The applicant is currently working with the City to establish an official drop-off vehicle zone for customers.

2118 Ashland Ave.:
The applicant proposes to add a kennel for overnight boarding at 2118 Ashland Ave., which is within the same building as the doggy daycare at 2120 Ashland Ave. The kennel will feature 28 animal cages and an accessible path around the cages. Walls surrounding the unit will be soundproofed. Drop-offs and pick-ups will not be permitted after 6pm. Since animals will reside overnight, heat sensors will be installed with a direct connection to the Fire Department to ensure adequate fire/life safety.
1625 Payne St.: The applicant currently operates a kennel for overnight boarding at 1625 Payne St., which is limited to dogs that are regular clients of the doggy daycare facility and only for use during specific holiday times as an accessory use to the doggy daycare. The applicant proposes to eliminate the accessory use conditions and instead operate under a special use permit. The kennel currently features 15 cages. No changes are proposed to the kennel facility. However, the intensity of the use will increase by eliminating the accessory use conditions.

2147 Dewey Ave.: The rear yard of 2147 Dewey Ave. is currently used as an outdoor play area for the doggy daycare as well as the accessory kennel. With expanded operations for the doggy daycare and the kennel, which include an increase in intensity of the uses, special use approval is also needed for the outdoor play area. The applicant recently purchased the home on the property, which the manager will live in so that the dogs can be quickly reached in case of an emergency. No commercial/business operations will occur within the house. There are no changes proposed to the property.

2149 Dewey Ave.: The rear yard of 2149 Dewey Ave. is currently rented out for truck parking for other businesses. The applicant recently purchased the home on the property, which the business owner/applicant will live in. No commercial/business operations will occur within the house. The rear yard will be used to expand the outdoor play area that is currently at 2147 Dewey Ave., which will then be used for both the doggy daycare and the kennel.

Although the special use requests feature a total of five properties, the only changes that will increase the intensity of any uses are the new kennel proposed at 2118 Ashland Ave., the expanded kennel at 1625 Payne St., and the use of the backyard outdoor space at 2149 Dewey Ave. All five properties are included in one request to ensure all aspects of the business model are brought into full zoning compliance with special use approval rather than the current legally-nonconforming status. City staff is only aware of noise concerns from an adjacent business expressed at the ZBA meeting, and is aware of wide support by clients who frequent the facility and feel there is a large demand for this type of use/expansion of use in Evanston. The ZBA recommended conditions of approval to limit the impact of the business on adjacent properties and the neighborhood.

Comprehensive Plan Some objectives from the Evanston Comprehensive General Plan that apply to this application include:

    Objective: Maintain the appealing character of Evanston’s neighborhoods while guiding their change.

    Objective: Recognize the benefits of mixing residential, commercial, and institutional uses in neighborhoods.
The proposed special use approvals will allow an existing locally owned and operated business to expand and provide a needed service to the surrounding community.

**Legislative History**

**July 17, 2018:** The ZBA unanimously recommended approval of the special uses with the following conditions:

1. Hours open to the public for drop-off and pick-up are limited to 6am - 7pm.
2. Properties shall be fit and retrofit with sound abatement measures to minimize the amount of sound audible to neighbors, including complaints that may occur after initial sound abatement measures are completed.
3. Loading zone pickup and drop off plan must be established and approved by staff.
4. No dog walking in Twiggs Park and the grassy neighborhood areas.
5. Substantial compliance with the documents and testimony on record.

**Attachments**

- Proposed Ordinance 84-O-18
- July 17, 2018 ZBA Draft Meeting Minutes Excerpt
- ZBA Findings for Special Use
- [July 17, 2018 ZBA Packet](#)
- [Letter and Petition of Support](#)
AN ORDINANCE

Granting a Special Use Permit for a Daycare Center – Domestic Animal and a Kennel Located at 2118-2120 Ashland Avenue, 1625 Payne Street, 2147-2149 Dewey Avenue in the MXE Mixed-Use Employment District (“Rex’s Place”)

WHEREAS, the Zoning Board of Appeals (“ZBA”) met on July 17, 2018, pursuant to proper notice, to consider case no. 18ZMJV-0058, an application filed by Kathy Lichtenstein (the “Applicant”), lessee of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 2118-2120 Ashland Avenue, 1625 Payne Street, and 2147-2149 Dewey Avenue (the “Subject Property”) and located in the MXE Mixed-Use Employment Zoning, for a Special Use Permit to establish, pursuant to Subsection 6-13-4-3 of the Evanston City Code, 2012, as amended (“the Zoning Ordinance”), a Daycare Center – Domestic Animal and a Kennel, “Rex’s Place,” 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 Daycare Center – Domestic Animal and a Kennel 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 August 13, 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-0058; and

WHEREAS, at its meetings of August 13, 2018 and September 17, 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 Daycare Center – Domestic Animal and a Kennel on the Subject Property as applied for in case no. 18ZMJV-0058.

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.

B. Hours of Operation: The Applicant may only open to the general public the Daycare Center – Domestic Animal and a Kennel for drop-off and pick-up between the hours of 6:00 a.m. and 7:00 p.m. on any given day.

C. Sound Abatement: The Applicant shall fit or retrofit all of the Subject Property with sound abatement measures to minimize the amount of sound audible to neighbors, including complaints that may occur after initial sound abatement measures.
D. **Loading Zone:** The Applicant shall obtain approval from the City of Evanston for all loading zone pick-up and drop-of plans.

E. **Dog Walking Prohibited:** No dog walking shall occur in Twiggs Park and the grassy neighborhood areas surrounding the Subject Property.

F. **Operational Limitations:** The interiors of the single family residences located at 2147 – 2149 Dewey Avenue shall not be used for the operation of a Daycare Center – Domestic Animal, and shall not be used as a kennel.

F. **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.
EXHIBIT A

LEGAL DESCRIPTION

LOTS 5, 6, AND 7 IN THAYER RESUBDIVISION OF LOTS 1 TO 8 INCLUSIVE OF BLOCK 7 IN PAYNE’S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 10-12-421-018-0000, 10-12-421-017-0000, 10-12-421-006-0000

COMMONLY KNOWN AS: 2118-2120 Ashland Avenue, Evanston, Illinois.

LOTS 9 AND 10 IN BLOCK 6 IN PAYNE’S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-12-415-007-0000
10-12-415-006-0000

COMMONLY KNOWN AS: 1625 Payne Street, Evanston, Illinois.

LOT 11 IN BLOCK 6 IN PAYNE’S ADDITION TO EVANSTON IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-12-415-005-0000

COMMONLY KNOWN AS: 2147 Dewey Avenue, Evanston, Illinois.

PART OF LOT 12 IN BLOCK 6 IN PAYNE’S ADDITION TO EVANSTON, A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-12-415-004-0000

COMMONLY KNOWN AS: 2149 Dewey Avenue, Evanston, Illinois.
Members Present: Lisa Dziekan, Mary McAuley, Violetta Cullen, Kiril Mirintchev, Mary Beth Berns, Scott Gingold
Members Absent: Myrna Arevalo
Staff Present: Melissa Klotz, Scott Mangum
Presiding Member: Mary Beth Berns

Declaration of Quorum
With a quorum present, Chair Berns called the meeting to order at 7:05 p.m.

Minutes
Ms. McAuley motioned to approve the meeting minutes of June 19, 2018, which were seconded by Ms. Dziekan and approved 4-0 with one abstention.

Ms. Cullen arrived.

New Business
2118-2120 Ashland Ave., 1625 Payne St., & 2147-2149 Dewey Ave. 18ZMJV-0058
Kathy Lichtenstein, lessee, applies for special use permits for a Daycare Center – Domestic Animal, and a Kennel, Rex’s Place, in the MXE Mixed-Use Employment District (Zoning Code Section 6-13-4-3). The applicant proposes a special use permit to expand the current Daycare Center – Domestic Animal at 2120 Ashland Ave. to include 2118-2120 Ashland Ave., and to include 2147 Dewey Ave. as the manager’s residence with outdoor animal space and 2149 Dewey Ave. as the business owner’s residence with outdoor animal space. The applicant also proposes a special use permit to expand the existing Kennel at 1625 Payne St. (that was previously approved as an accessory use to the Daycare Center – Domestic Animal at 2120 Ashland Ave.), and to include a Kennel at 2118 Ashland Ave. with outdoor animal space at 2147-2149 Dewey Ave. The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

Ms. Klotz read the case into the record and explained the proposal, including the current legally-nonconforming status of the business.

Kathy Lichtenstein, applicant, explained:
- Animal noise will be minimized by soundproofing the walls and ceiling, mats on the floors, and individual kennels that do not face each other.
- The closest residence will be the manager’s house.
- Dogs are typically outside for one hour at a time per day.
- Currently have 50-90 dogs in the daycare, and propose 40 at the kennel.
- Dogs are typically not walked around the neighborhood - there isn’t enough staff. Instead the dogs are walked down the alley into the outdoor space.

Ms. McAuley noted she owns the property across the alley, and she does hear the dogs bark a lot when they are outside. She also explained there are burn spots in the grass all over the neighborhood from a combination of this business and another dog business in the area.

Mr. Gingold noted a condition to recommend for the special use would be that the applicant work with neighbors to soundproof to minimize the noise to the extent possible. Ms. Lichtenstein agreed she would do that, and explained that with the expansion the business will have additional funds available for more improvements such as additional soundproofing.

The applicant continued:
- On nice days only, 20-25 dogs are walked through the alley into the outdoor play area. That has been done for the last 8 years.
- Proposed kennel is at 2118 Ashland Ave. with t-shirt shop in between the proposed kennel and existing doggy daycare, all in the one building.
- Dogs are not taken outside until after 9am and are back inside by 1pm.
- Not all kennel dogs will use the outdoor space - some are not able to be around other dogs and need to remain in a cage.
- The amount of dogs in the outdoor play area at one time will not increase.
- The dogs do make noise during the day - usually during drop off since they are excited. Dogs in the kennel do not typically make noise; they just sleep.

Ms. McAuley asked if a condition prohibiting the dogs being walked in Twiggs Park would be acceptable to ensure the park is not damaged, and Ms. Lichtenstein agreed.

Charles Edwards, lives across the street and works at Auto Doctor, has no issue with the business itself, but clients that drop off dogs park everywhere. Ms. Lichtenstein explained she has applied for a loading zone in front of the garage door of the doggy daycare at 2118-2120 Ashland location, which would not remove any street parking. Mr. Edwards added the dogs that are outside do bark and it is loud and annoying. The expansion will be right next to his waiting room so he wants to ensure the noise from dogs outside will not travel into his quiet waiting room.

Mr. Gingold noted the veterinarian on Central Street faced concerns regarding animal noise from the office uses adjacent and above, so sound deadening measures were taken, and Mr. Gingold has never heard any noises walking past there daily.

Dolly Patterson, 1812 Brummel, stated her dog attends Rex’s Place and she has seen the business grow over the years. The facility is extremely clean. Dogs are excited during drop off but then settle down. The only alternative in Evanston is caging at Petsmart, which is not a viable option for many animals.

Sally Bardon, 1111 Church St., explained she has a small, tense dog that is not happy when home alone so he attends Rex’s Place a couple of times a week. Ms. Bardon
explained her dog is aging and may need to be placed in a cage in the future instead of within the free-range area, so the additional kennels are extremely useful.

Rachel Talin, 2127 Ashland Ave., explained she does not want to discourage business expansion, but wants to ensure there is proper sound abatement ahead of time, and the drop-off parking situation needs to be addressed. There should be a formal plan established to ensure the drop-off zone is properly utilized.

Deliberation:
Mr. Gingold stated he hears legitimate concerns that need to be addressed via conditions, but is supportive of the proposal.

Ms. Dziekan noted her dog has attended Rex’s Place on occasion and understands the community need. There are conditions to be thoughtful about minimizing impacts on adjacent properties.

Mr. Gingold stated sound abatement is needed for the current location and expansion locations, and that the applicant should work with staff to establish a drop-off zone. Ms. McAuley added there should be conditions for no dog walking in Twiggs Park or throughout the neighborhood.

Standards:
1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. NA
8. NA
9. Yes

Mr. Gingold motioned to recommend approval with conditions:
1. Hours open to the public for drop-off and pick-up are limited to 6am - 7pm
2. All subject properties shall be fit and retrofit with sound abatement measures to minimize the amount of sound audible to neighbors, including complaints that may occur after initial sound abatement measures are enacted.
3. Loading zone for pick-up and drop-off shall be established and approved by staff.
4. No dog walking in Twiggs Park and the grassy neighborhood areas.
5. Substantial compliance with the documents and testimony on record.

The motion was seconded by Ms. Cullen and unanimously recommended for approval.
After conducting a public hearing on July 17, 2018, the Zoning Board of Appeals makes the following findings of fact, reflected in the audio-visual recording of the hearings, based upon the standards for special uses specified in Section 6-3-5-10 of the Zoning Ordinance:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
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<td>(A) It is one of the special uses specifically listed in the zoning ordinance;</td>
<td><strong>X</strong> Met __Not Met</td>
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<td>Vote 6-0</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>
<td><strong>X</strong> Met __Not Met</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>
<td><strong>X</strong> Met __Not Met</td>
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<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
<td><strong>X</strong> Met __Not Met</td>
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(E) It can be adequately served by public facilities and services

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Vote 6-0

(F) It does not cause undue traffic congestion;

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Vote 6-0

(G) It preserves significant historical and architectural resources;

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Vote 6-0

(H) It preserves significant natural and environmental features; and

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Vote 6-0

(I) It complies with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation.

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Vote 6-0

and, based upon these findings, and upon a vote

6 in favor & 0 against

Recommends to the City Council

approval without conditions

denial of the proposed special use
approval with conditions specifically:

1. Hours open to the public for drop-off and pick-up are limited to 6am - 7pm
2. Properties shall be fit and retrofit with sound abatement measures to minimize the amount of sound audible to neighbors, including complaints that may occur after initial sound abatement measures are completed.
3. Loading zone pickup and drop off plan shall be established and approved by staff.
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