BOARD OF ETHICS MEETING  
Tuesday, September 25, 2018  
7:00 p.m.  
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2403

AGENDA

1. CALL TO ORDER / DECLARATION OF QUORUM

2. PUBLIC COMMENT

3. APPROVAL OF MEETING MINUTES  
   August 21, 2018

4. NEW BUSINESS  
   Discussion of Open Meetings Act

   Hearing on Complaint 18-BOE-002 filed by Nancy Sreenan against  
   Alderman Ann Rainey

   Hearing on Complaint 18-BOE-003 filed by Lori Keenan and Clare  
   Kelly against Alderman Ann Rainey

5. OLD BUSINESS  
   Continued Hearing on Complaint 18-BOE-001 filed by Misty Witenberg  
   against Alderman Robin Rue Simmons.

ADJOURNMENT

Next Meeting: October 16, 2018 at 7:00 p.m. in Room 2404
08/21/18
MINUTES
MEETING MINUTES
BOARD OF ETHICS
Tuesday, August 21, 2018
7:00 p.m.
Lorraine H. Morton Civic Center
2100 Ridge Ave, Room 2403

Members Present: Vincent Thomas, Elizabeth Gustafson, and Karena Bierman

Members Absent: Jennifer Billingsley and LJ Ellul

Staff Present: Mario Treto, Jr., Deputy City Attorney

Presiding Member: Karena Bierman, Vice-Chair

1. **Quorum**: Interim Chairwoman Karena Bierman declared that the Board had a quorum, with 3 of 5 members present and called the meeting to order.

2. **Appointment of Interim Board Chair**: Vincent Thomas nominated Karena Bierman as Interim Chair in Chairwoman Jennifer Billingsley’s absence. Elizabeth Gustafson seconded and with a vote of 3-0, the motion carried.

3. **Public Comment**: The Board opened up the meeting for public comment. Misty Witenberg was present and spoke about the Board of Ethics.

4. **Minutes**: Board member Gustafson moved to accept the meeting minutes of July 24, 2018 as proposed and Board member Thomas seconded. Motion passed with three ayes.

5. **New Business**: Interim Chairwoman Bierman raised the issue that the Board does not have a Vice-Chair. Vincent made a motion to approve Karena Bierman as Vice-Chair and Gustafson seconded. With three votes in favor, the motion passed.

Interim Chairwoman Bierman asked that the Open Meetings Act presentation by Deputy City Attorney Mario Treto, Jr. be rescheduled for the next meeting so that every board member can be present.

3. **Old Business**: Prior to starting Old Business, Clare Kelly asked to speak at which point the Board discussed public comment procedures.

Interim Chairwoman Bierman proceeded with a Motion for Rehearing filed by Misty Witenberg in Complaint 18-BOE-0001. Misty Witenberg spoke in support of her Motion. Board member Gustafson requested clarification as to the reasoning of the Motion for
Rehearing. Interim Chairwoman Bierman moved to rehear Complaint 18-BOE-0001. The motion was seconded by Thomas. There was a unanimous 3-0 vote to rehear the case.

Interim Chairwoman Bierman opened up Public Comment for a second time to accommodate individuals who were tardy to the meeting. Carl Klein had an inquiry of Chairwoman Billingsley’s employment history. Madeline Ducre spoke about the Board accepting public comment electronically prior to meetings. Bierman and Thomas clarified that the Board will be reviewing its rules and procedures with regards to Public Comment. Ducree also raised issues related to Board of Ethics cancellations due to quorum issues. Gustafson asked whether the Board can change the number of individuals sitting on the Board of Ethics. Deputy City Attorney Treto stated that this would require a change in the City Code. Carolyn Murray spoke about a previous complaint she filed with the Board of Ethics. Kelly raised the fact that she believes Deputy City Attorney Treto should not be seated with the Board as there is an appearance of impartiality due to his obligations to the City. Deputy City Attorney Treto explained that he is an administrative liaison with the Board and is not a member of the board. Decisions made by the Board are of the Board itself and only the board. Deputy City Attorney Treto explained that he does not provide input with decisions. Klein raised issue with the accessibility of Board of Ethics Complaint Forms. Thomas mentioned that the forms have been updated and the Board continually is evaluating forms to make them user friendly.

4. **Adjournment**: Upon motion by Board member Thomas and second by Board member Bierman, the meeting was adjourned with all voting in favor.
Complaint 18 BOE 002
<table>
<thead>
<tr>
<th>My Name:</th>
<th>Nancy Sreenan</th>
</tr>
</thead>
<tbody>
<tr>
<td>My Street Address:</td>
<td>2400 Park Place</td>
</tr>
<tr>
<td></td>
<td>Evanston, IL 60201</td>
</tr>
<tr>
<td>My Contact Phone Number:</td>
<td>(847) 864-2949</td>
</tr>
<tr>
<td>My Email Address:</td>
<td><a href="mailto:nsreenan@ameritech.net">nsreenan@ameritech.net</a></td>
</tr>
<tr>
<td>Name:</td>
<td>Ann Rainey</td>
</tr>
<tr>
<td>Position or Job Title, if known:</td>
<td>Alderman</td>
</tr>
<tr>
<td>Department or Board/Commission Name:</td>
<td>City Council</td>
</tr>
</tbody>
</table>

Please describe the facts that you believe constitute a violation of the City of Evanston Code of Ethics in sufficient details to enable the Board of Ethics and the person who is the subject of the inquiry to understand the nature of the alleged violation. Provide as many details as possible, including names, approximate dates. If possible, please provide citations to the applicable Code of Ethics section that you believe may have been violated. Add extra sheets if needed and attach copies of any pertinent documents. A copy of this inquiry/complaint will be sent to the person who is the subject of the inquiry/complaint and may be available to the public.:

Ann Rainey violated these tenets of Evanston's Code of Ethics when, without my permission, she forwarded my June 4th email subject lined "Reject Evanston Lighthouse Dunes' Proposal" to members of the ELD group:

1-10-4. - CODE OF ETHICS.

(A) Statement of Purpose. It is the policy of the City that in all cases its elected and appointed officers and employees perform their duties for the benefit of the citizens of the City. They shall conduct the affairs of the City with integrity and impartiality, without allowing prejudice, favoritism or the opportunity for personal gain to influence their decisions or actions or to interfere with serving the public interest.

C) Standards Of Conduct. Every officer or employee of the City shall be subject to and abide by the following standards of conduct:

1. Impartiality. Every officer and employee shall perform his/her duties with impartiality and without prejudice or bias for the benefit of all citizens of the City. No officer or
employee shall grant or make available to any citizen any consideration, treatment, advantage or favor beyond that which is available to every other citizen.

Please see the attached emails from Alderman Ann Rainey to Charles Lewis and Nicole Kustock. This FOIA'd evidence shows that besides the unauthorized forwarding, Alderman Rainey chose to denigrate the contents of my June 4, 2018 email with Mr. Lewis. She was contemptuous. In response, he joined in in mocking it. The tone and terms of address in the attached correspondence indicate a level of familiarity many citizens lack with an alderman—Charles Lewis signs off as “Chuck” in one exchange.

By comparison, Anne Rainey doesn’t forward correspondence from ELD supporters to ELHG supporters. Note also that Rainey forwarded my email to ELD supporters within two hours of receiving it, yet Rainey didn’t bother to answer me until nearly one week later, on Sunday, June 10, 2018 . While her answer to me was simultaneously hostile and incoherent, it seemed to value people who donated something at some time to some cause in Evanston. In it, she berated me for not appreciating “philanthropy”.

Anne Rainey has no business forwarding an email from me, a private citizen, to other private citizens. When citizens want to know what correspondence the City Council is receiving from proponents of saving Harley Clarke—or any issue—they must FOIA that information, just as citizens without an “in” with a City Council member must. In short, Anne Rainey afforded ELD
members privileged information. It is clear evidence of bias and collusion with ELD. Her behavior fails to adhere to Evanston’s Code of Ethics, and is not behavior I expect of elected officials. Please sanction her.

File: View File

Signature: Direct Link to Image

Date: Aug 24, 2018
Begin forwarded message:

From: Nancy Sreenan <nancy.sreenan@evanston.org>
To: Steve Hagerty <shagerty@cityofevanston.org>, arainey@cityofevanston.org, Don Wilson <dwilson@cityofevanston.org>, trevelle@cityofevanston.org, gwynn@cityofevanston.org, pbraithwaite@cityofevanston.org, jfiske@cityofevanston.org, bobbie@cityofevanston.org, cfleming@cityofevanston.org, Thomas Suffredin <tauffredin@cityofevanston.org>
Cc: evanstonlakehouse@gmail.com
Subject: Reject Evanston Lighthouse Dunes Proposal!
Reply-To: Nancy Sreenan <nancy.sreenan@evanston.org>

Dear Mayor Haggerty and City Council members,

Please reject Evanston Lighthouse Dunes' wealth-fueled, uninspired, and likely self-serving proposal to demolish the Harley Clarke mansion.

Instead, support the vision of Evanston Lakehouse and Gardens (ELHG). ELHG is a group that is completely up front about who they are, with a well-articulated, persuasive vision and a website that reflects their thoroughness. They have many credible endorsements and have raised funds despite the lack of a solid agreement with the City.

Evanston Lighthouse Dunes on the other hand, is an upstart group, suspect because they are so incredibly opaque. What are they hiding?

- Their website fails to answer how much money have they secured, from whom, and why.
- It was put together on Wordpress only recently—within the past 6-7 months—and so carelessly that the content wasn't even spell checked.
- A reading of their website indicates that they are bereft of any specific ideas beyond destruction, a fact that adds to my mistrust.
- Their website claims “We are a group of volunteers representing all wards, ages, and socioeconomic groups in Evanston” but it identifies no one in case I wanted to verify such a claim. News reports have named Nicole Kustock and Jeff Coney, both of whom who live within blocks of Harley Clarke.
- Evanston Lighthouse Dunes further identify themselves as “A concerned group of citizens who have come together to provide a fiscally sound, sustainable answer to the long-debated Harley Clarke estate - which is owned by the residents of Evanston.”

Evanston has no shortage of “concerned citizens”, so that hardly distinguishes them. What kind of “concerned citizen” observes a “long debate”, the will of the residents and related years of effort by other equally “concerned citizens”, only to propose demolishing all that work by those other citizens who actually identify themselves? A concerned-for-oneself citizen who who lives within blocks of the Harley Clarke perhaps? Who might prefer to keep the area quiet once the beach closes for the season in order to enhance their own property values?

Besides their lack of transparency, other problems with their proposal include:
• Their high-handed “my-way-or-the-highway” proposal, complete with a deadline.

• Their thoughtless use of “sustainable”. They deem their idea “fiscally sound” and “sustainable”, but “sustainable” is one of the most overused and under defined words in current use. Is encouraging more car use via more parking, as they do, “sustainable”?

• Is sending an architecturally significant house made of irreplaceable materials to a landfill “sustainable”, especially when there is a dire need for money to fund that re-purposing?

• What informs valuing one historic structure over the other, and more to the point, who gets to choose? If naturalized parkland is such a priority, why not tear down both structures? For that matter, why not argue for tearing down every other structure on the lakefront, such as adjoining houses and Northwestern University?

• Evanston Lighthouse Dunes’ is only funding destruction. Everything else that they call their “vision” will in fact be up to either unnamed others, as in “The Jens Jensen Garden will be restored”, or volunteers, such as the Evanston Garden Club and ETHS Green Team, whose buy-in is *not* confirmed.

This proposal has all the hallmarks of a monied elite who live near the Harley Clarke mansion wanting to call the shots. They are trying to cover their selfishness with buzzword language; excerpts lifted from two history books, one of which was published in ninety years ago and whose title was misidentified; and calling that mashup their “vision”.

Please do not allow Evanston’s richest to follow the usual oligarch playbook of “We and our money decide what’s best for us, and we’ll tell you it’s good for you too.” What a shame that this upstart, mystery group does not see the value in ELHG’s proposal, and donate their money accordingly.

Sincerely,
Nancy Sreenan
That was definitely my favorite paragraph.

Ann

Ann Rainey | 847-989-0229

Evanston
Sent from my iPhone

On Jun 5, 2018, at 2:44 AM, Charles A. Lewis <calewis@lewissebringff.org> wrote:

Ann,

All that needs to be said about this statement is contained in the absurdity of its preamble:

Please reject Evanston Lighthouse Dunes' wealth-fueled, uninspired, and likely self-serving proposal to demolish the Harley Clarke mansion.

Chuck

Charles Ashby Lewis

Chairman
Lewis-Sebring Family Foundation
calewis@lewissebringff.org

www.obamagrams.com

Sent from my iPhone

On Jun 4, 2018, at 5:15 PM, Ann Rainey <arainey@cityofevanston.org> wrote:

Please reject Evanston Lighthouse Dunes' wealth-fueled, uninspired, and likely self-serving proposal to demolish the Harley Clarke mansion.
Ann,

It is my understanding we will have 10 minutes at the Council meeting on the 18th. I think we will be able to alleviate many of these concerns directly in our presentation.

I will admit ELHG is doing a good job of perpetuating these myths and making such personal attacks. Many residents don't even realize their group's lease was voted down...in part due to their resistance to release donor names. We now have contributions from every ward to show we are not a few 7th ward "elite"...and realize these will be made public should the city move forward.

As for comparing this structure to others- it is different for a few main reasons. 1. there is no existing programming in the space. 2. no one has been able to raise the money to either refurbish it, or cover maintenance costs. As Ald Simmons said, where is all the passion from these preservationists for Foster School?- a building that has tenants and programming and is historically significant. 3. Finally, the land HC sits on is the true value here, both because it is public and inclusive for everyone...as well as it's open view of the lake and lighthouse.

For the record, I do not have a view of the mansion. My view is unchanged regardless of what happens with the structure. I'm a little angry at the times I've read otherwise. I know most everyone on the ELHG board by now. Many of them have been to our house and know we are too far north to see the structure, yet they publicly state otherwise, to perpetuate a misconception. I have always felt debate is healthy- but the personal attacks have become unwarranted. Our group will continue to refrain from them.

On Tue, Jun 5, 2018, 8:52 AM Ann Rainey <arainey@cityofevanston.org> wrote:
That was definitely my favorite paragraph.

Ann Rainey | 847-989-0229
Evanston
Sent from my iPhone

On Jun 5, 2018, at 2:44 AM, Charles A. Lewis <calewis@lewissebringff.org> wrote:

Ann,

All that needs to be said about this statement is contained in the absurdity of its preamble:

Please reject Evanston Lighthouse Dunes' wealth-fueled, uninspired, and likely self-serving proposal to demolish the Harley Clarke mansion.

Chuck
Charles Ashby Lewis
Chairman
Lewis-Sebring Family Foundation
calewis@lewissebringff.org

www.obarngrams.com
Sent from my iPhone

On Jun 4, 2018, at 5:15 PM, Ann Rainey <arainey@cityofevanston.org> wrote:

Please reject Evanston Lighthouse Dunes’ wealth-fueled, uninspired, and likely self-serving proposal to demolish the Harley Clarke mansion.
Ann,

All that needs to be said about this statement is contained in the absurdity of its preamble:

Please reject Evanston Lighthouse Dunes’ wealth-fueled, uninspired, and likely self-serving proposal to demolish the Harley Clarke mansion.

Chuck

Charles Ashby Lewis

Chairman
Lewis-Sebring Family Foundation
calewis@lewissebringff.org

www.obamagrams.com

Sent from my iPhone

On Jun 4, 2018, at 5:15 PM, Ann Rainey <arainey@cityofevanston.org> wrote:

Please reject Evanston Lighthouse Dunes’ wealth-fueled, uninspired, and likely self-serving proposal to demolish the Harley Clarke mansion.
Complaint 18 BOE 003
Formstack Submission For: Inquiry-Complaint Form
Submitted at 09/10/18 1:52 PM

My Name: MARY (LORI) Keenan
My Street Address: 2214 COLFA
    X Evanston, IL 60201
My Contact Phone Number: (847) 902-2905
My Email Address: lori@smarthingpr.com
Name: ANN RAINLEY
Position or Job Title, if known: ALDERMAN
Department or Board/Commission Name: CITY COUNCIL

Please describe the facts that you believe constitute a violation of the City of Evanston Code of Ethics in sufficient details to enable the Board of Ethics and the person who is the subject of the inquiry to understand the nature of the alleged violation. Provide as many details as possible, including names, approximate dates. If possible, please provide citations to the applicable Code of Ethics section that you believe may have been violated. Add extra sheets if needed and attach copies of any pertinent documents. A copy of this inquiry/complaint will be sent to the person who is the subject of the inquiry/complaint and may be available to the public.:

File: View File

Signature: Direct Link to Image

Date: Sep 10, 2018
STATEMENT OF CLAIM AND EVIDENCE

Ethics Complaint and Request to Disqualify and Void.

We ask that Alderman Ann Rainey be disqualified from all matters pertaining to the disposition of the Harley Clarke property and that she abstain and refrain from any deliberation or votes relating to the disposition of the Harley Clarke property; and

We demand that the Memorandum of Understanding (MOU) of August 27, 2018 by and among the “Evanston Lighthouse Dunes” Group and The City of Evanston be voided.

September 10, 2018

Nature of ethical misconduct: Violations of Evanston Code of Ethics, Standards of Conduct (1-10-4); Evanston Code of Ethics, Prohibited Political Activities (1-10-5); and Violations of Illinois State Code- 50 ILCS 105/3).

In reference to the below points and evidence, from Evanston City Code - Code of Ethics, in support of the request for disqualification, abstention and refrain from any deliberation or votes relating to the disposition of the Harley Clarke property:

1-10-4 (B) Persons Covered By This Chapter. The provisions of this Chapter shall apply to any officer or employee of the City, whether elected or appointed…

and

1-10-4 (C) 3.b. Prohibited. The use of public office for private gain is strictly prohibited. Given the importance of independent judgment and impartiality to the proper functioning of City government, these rules are to be construed liberally to ensure that public officials and employees act with the utmost care and take all necessary steps to avoid actual conflicts of interest that would interfere with their ability to perform their official duties independently and impartially, as well as conduct that would to a reasonable person appear to create such conflicts of interest…

Demand to void the MOU of August 27, 2018 by and among the so-called “Evanston Lighthouse Dunes” group and The City of Evanston as per Illinois State Code 50 ILCS 105/3 Public Officer Prohibited Activities Act (from Ch. 102, par. 3)\(^1\)

Sec. 3. Prohibited interest in contracts.
(a) ...No such officer may represent, either as agent or otherwise, any person, association, trust, or corporation, with respect to any application or bid for any contract or work in regard to which such officer may be called upon to vote...Any contract made and procured in violation hereof is void.

---

Including, but not limited to, the following claims:

1. **Prohibited activity: Volunteer fundraising and organizing on behalf of the interests of private individuals.** *(Violation of IL State Code- 50 ILCS 105/3 Ch. 102, par. 3, Sec. 3. Prohibited interest in contracts; Violation of Evanston Code 1-10-5 Prohibited Political Activities)* Alderman Rainey engaged in fundraising and organizing on behalf of the “Evanston Lighthouse Dunes” group.

We additionally note here:

1-10-9. - Sanctions and Penalties.
(A) A person who intentionally violates any provision of Section 1-10-5, "Prohibited Political Activities," of this Chapter may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of no more than three hundred sixty four (364) days, and may be fined in an amount not to exceed two thousand five hundred dollars ($2,500.00).

2. **Prohibited activity: Use of property or resources of the City in connection with any prohibited political activity.** *(Violation of Code 1-10-5 Prohibited Political Activities)* Alderman Rainey has intentionally used her City of Evanston email account in connection with a prohibited political activity (soliciting contributions).

3. **Representing Private Interests Before City Bodies Or Courts.** *(Violation of Code of Ethics 1-10-4 Standards of Conduct)* Alderman Rainey’s actions, statements and established relationships demonstrate that she has been representing private interests before city bodies with regard to the “Evanston Lighthouse Dunes” group and the proposal to demolish the publicly-owned Harley Clarke mansion.

In particular we refer to:

1-10-4 (C) 3.b.(3). Representing Private Interests Before City Bodies Or Courts. No officer or employee shall appear on behalf of a private interest in any proceeding before any body or board of the City or in any regulatory, administrative, adjudicatory or other proceeding to which the City or a City official is a party. This prohibition shall extend to formal appearances at hearings and meetings, as well as informal lobbying on behalf of any private person or interests. Notwithstanding the foregoing, a council member may appear, without receiving additional compensation therefor, on behalf of himself/herself or on behalf of his/her constituents in the regular course of his/her duties as a representative of the electorate.

4. **Abuse of Power.** *(Violation of Code of Ethics 1-10-4 Standards of Conduct)* Alderman Rainey has used the influence and prestige of her office to engage in transactions to promote and advance the interests of the “Evanston Lighthouse Dunes” group, which would to a reasonable person, appear to impair her independence of judgement or action in the performance of her duties with regard to any actions and/or decisions related to the Harley Clarke property.
5. **Impartiality. (Violation of Code of Ethics 1-10-4 Standards of Conduct)** Alderman Rainey has performed her duties with partiality and prejudice. She has made available consideration, treatment and advantage to the individuals of the “Evanston Lighthouse Dunes” group beyond that which is available to every other citizen. She has participated in votes with respect to Harley Clarke after acting as a volunteer fundraiser and organizer for the Dunes group.

6. **Intimidation by a Public Official. (Violation of (720 ILCS 5/12-6) (from Ch. 38, par. 12-6)** Alderman Rainey used a profanity against a private citizen in a public forum. Shortly thereafter Alderman Rainey approached the same private citizen and threatened and attempted to intimidate her.

In particular we refer to:

(720 ILCS 5/12-6) (from Ch. 38, par. 12-6) **Intimidation.**

(a) A person commits intimidation when, with intent to cause another to perform or to omit the performance of any act, he or she communicates to another, directly or indirectly by any means, a threat to perform without lawful authority any of the following acts:

…

(6) Take action as a public official against anyone or anything, or withhold official action, or cause such action or withholding;...

…

(b) Sentence. Intimidation is a Class 3 felony for which an offender may be sentenced to a term of imprisonment of not less than 2 years and not more than 10 years.
EVIDENCE

Request for Recusal of Alderman Ann Rainey and
Demand to Void Memorandum of Understanding (MOU) of August 27, 2018 by and among
the “Evanston Lighthouse Dunes” Group and The City of Evanston

September 10, 2018

1. Prohibited activity: Informal lobbying on behalf of the interests of private individuals.

   a. Alderman Rainey solicited financial contributions from her constituents to
      strengthen the illusion of city-wide support for demolition. It was later confirmed
      that Ald. Rainey was indeed a contributor herself to the demolition campaign.
      From a June 5, 2018 email to an 8th ward constituent:

      “Although they have sufficient funds to finance the effort (things will definitely
      come up), they want to be able to say they have financial support from all the
      wards. Currently, short 8th and 3rd Ward so I am out beating the bushes
      for a few small contributions. Can your family help with a small donation? We
      have 2 so far Let me know.” Email Ann Rainey to constituent

      Note Alderman Rainey's use of the expression “beating the bushes,” an idiom
      defined as “trying very hard to achieve something.” By her own admission, not a
      casual effort.

   b. Alderman Rainey blatantly strategized with the demolition group by (a) calling
      out poor public support for demolition and (b) suggesting the need for a PR
      campaign such as “MoveOn” via private email between herself, Alderman Fiske
      and representatives of the demolition group:

      “I’m sorry but I think you’re totally wrong my emails now total above 300 Judy’s
      message is now confusing because she has opened the door to mothballing the
      house If there are 300 people against destroying the house and nobody in
      favor according to the emails then why not save the house? You have to
      conduct a campaign on MoveOn If not now (unclear) next week you have
      to get the troops out this looks very bad” Email from Ann Rainey to William
      Stafford, Charles A. Lewis, Jeff Coney, Nicole Kustok, Alderman Judy Fiske and
      Joe Flanagan

   c. Alderman Rainey directed demolition group representatives to target key
      aldermen, and suggested race as a reason to oppose Harley Clarke adaptive
      reuse and/or as a divisive rhetorical tactic, in a March 28, 2018 email to the
      demolition group:

2 (all emails sic; all emphasis added)
“If you do nothing else you need to call Don Wilson and explain to him the city cannot afford Harley Clarke. His support of Harley Clarke is totally hypocritical in that he has voted no on so many economic development projects utilizing tif District money. Those projects actually generate dollars and expand the tax base. By the way that goes for Tom Suffredin as well. Tom Suffredin votes against most every single economic development project. The Harley clarke proposal is the whitest project this city has ever embraced.” Email Ann Rainey to Jeff Coney

d. Alderman Rainey is also now known (as of 8/28/2018) as a financial backer of the demolition group, as evidenced by the city's publication of a partial list of donors (found here).

It is reasonable to conclude that Alderman Rainey was an active donor earlier in the process. As shown above in her email to an 8th ward constituent soliciting their financial support, Alderman Rainey wrote "we have 2 so far Let me know." At the Electoral Board meeting of August 21, 2018 Alderman Rainey stated in response to the challenge that she raised money for the demolition group, “I raised... I talked to three people about raising money. Myself, Matt Rodgers, and Lane Howard, that was it.” (1:21:05 here)

Matt Rodgers and Lane Howard have been identified donors since the July 23, 2018 City Council meeting packet of information. Alderman Rainey stated knowledge of two donors prior to the inclusion of Lane Howard on June 5, 2018 (so three total donors after Howard’s donation), the conclusion is that Alderman Rainey was a donor already at this time - prior to the City Council vote on advancing the demolition group’s MOU.

2. Prohibited activity: Use of property or resources of the City in connection with any prohibited political activity.

   a. Alderman Rainey used her City of Evanston email account for soliciting financial contributions from her constituents (email as above in 1(a)):

   “Although they have sufficient funds to finance the effort (things will definitely come up), they want to be able to say they have financial support from all the wards. Currently, short 8th and 3rd Ward so I am out beating the bushes for a few small contributions. Can your family help with a small donation? We have 2 so far Let me know.” Email Ann Rainey to constituent

   b. Alderman Rainey further shared confidential email correspondence received at her City of Evanston email address, in her position as an elected official, with representatives of the demolition group. This included personal names, email addresses, content of messages and attachments. See:
i. *Constituent email* forwarded from Ann Rainey to (redacted), Charles A. Lewis, (redacted) and Alderman Judy Fiske

ii. *Constituent email* forwarded from Ann Rainey to (redacted), Nicole Kustok, Charles A. Lewis, (redacted) and Alderman Judy Fiske

iii. *Screen shot/constituent email* forwarded from Ann Rainey to Jeff Coney, Nicole Kustok, Bill Stafford and Charles A. Lewis.

3. Representing Private Interests Before City Bodies Or Courts.

   a. Out of public eye, Alderman Rainey shared privileged language of her draft resolution with City representatives, the entire City Council (violating the Open Meetings Act) and key representatives of the demolition group, goading the council to vote in the affirmative (“be gracious”) rather than arrive at their own decisions:

   “*Time to move forward; the offer is limited.END We have a gift, let s [sic] be gracious and accept it.*” Email Ann Rainey to Wally Bobkiewicz, City Council, Nicole Kustok and Jeff Coney

   b. Alderman Rainey acted as an organizer by directing the demolition group to lobby the council for votes, to “save” Alderman Suffredin a return drive from Springfield and – implying a political or other threat -- “do the safe thing”:

   “*Please let Chuck know that Suffredin is coming back from Springfield that night for the reason only to vote for Harley clarke - he is getting in his car in returning to Springfield after our meeting. Would be interesting if you all could help him save himself the trip and do the safe thing and just stay in Springfield.*” Email Ann Rainey to Jeff Coney

4. Abuse of Power

   a. In repeated instances Alderman Rainey shared confidential information gleaned from her position as an elected official, with regard to residents’ emails (personal names, email addresses, content of messages and attachments). This correspondence served to better inform the demolition group’s case (emails as above in 2(b)):

      i. *Constituent email* forwarded from Ann Rainey to (redacted), Charles A. Lewis, (redacted) and Alderman Judy Fiske

      ii. *Constituent email* forwarded from Ann Rainey to (redacted), Nicole Kustok, Charles A. Lewis, (redacted) and Alderman Judy Fiske

      iii. *Screen shot/constituent email* forwarded from Ann Rainey to Jeff Coney, Nicole Kustok, Bill Stafford and Charles A. Lewis

   b. Alderman Rainey joined with a demolition group representative in mocking the content of an email received from an Evanston resident, forwarded from
Alderman Rainey to the demolition group. Email Ann Rainey to Charles A. Lewis, (redacted), (redacted), and Alderman Judy Fiske

c. At the Electoral Board hearing of August 21, 2018, Alderman Rainey caused a disruption during public comment (at roughly 1:33:25 mark) while Allie Harned, as representative for the citizens’ referendum petition was speaking, distracting the public from Ms. Harned’s comments.

d. Alderman Rainey went on to use profanity against a private citizen (“f*** you”) in this public forum. Following the conclusion of the hearing, Alderman Rainey approached the same private citizen in the Civic Center hallway and threatened and attempted to intimidate her, repeating “Don’t mess with me,” twice. This statement was made in front of a local news reporter and caught on camera, and later repeated to the reporter who was broadcasting to a live audience of Evanston residents at the time.

Alderman Rainey went on to slander the citizen, again on camera, calling her “an evil woman” and saying that the individual had bullied and threatened her, which is patently false, as illustrated by their last email exchange, in 2015. The video was watched more than 500 times in the first hours it was broadcast before being taken down by the reporter because, in her words, “it was too disturbing.” See video here.

5. Impartiality

a. Alderman Rainey’s campaign chairperson, Matt Rodgers, a signatory to one of the Harley Clarke referendum objections (Harley Clarke referendum question was created and submitted on behalf of Save Harley Clarke) and a donor to the proposal for demolition of Harley Clarke is a paid consultant to and Chairperson of her “Rainey for Alderman” committee. This is evident in the D1 and D2 filings of Rainey for Alderman Committee (2017; D1 still active), as submitted and recorded by the Illinois State Board of Elections.

b. Alderman Rainey showed her early bias against the ELHG plan, submitted in accordance with the city-run RFP, in a November 12, 2017 email to the demolition group representative, Jeff Coney. She displayed her partiality to the demolition group and bias against ELHG:

“You are really late to this fiasco. FYI, I am voting no tomorrow night.” Email Ann Rainey to Jeff Coney

c. Alderman Rainey dismissed the efforts of Evanston African American residents to save Harley Clarke in a March 28, 2018 email by referring to the issue as “the whitest project the city has ever embraced.” Email Ann Rainey to Jeff Coney
Alderman Rainey showed here complete disregard towards the many African American Evanston residents who have spoken publicly in favor of preserving the public Harley Clarke mansion. Some of these residents include Charles Smith, Bennett Johnson, Betty Ester, Rodney Greene, Peggy Tarr, Carlis Sutton among others, including ELHG Board Members Janelle Johnson and Yoli Maya Yeh. By contrast, there is not one African American listed in the pro-demolition group. The above mentioned African American Evanston residents have argued eloquently not only about the merits of the project, but more importantly about the social justice of preserving the Harley Clarke public mansion as a house on the lake for all Evanstonians to enjoy year round.

They’ve pointed out how under a previous proposal to sell the mansion to turn it into a luxury elite hotel, the residents who now want demolition in the face of the creation of a community space were not concerned with the dunes, expansion of green space or demolishing the mansion. Alderman Rainey has demonstrated total dismissal of these residents’ concerns and public testimonies and has made a false statement as to the racial composition and backing of the Lakehouse project, for divisive political purpose.

d. Alderman Rainey demonstrated her preference to the demolition group through suggesting meetings with the Dunes group in advance of key, though unpublished, Council decisions:

“They’re planning on a move to reconsider on Monday. How about 4 o’clock at peckish pig on Friday do you have other people in your group? Is there some professor and his wife or some professor and her husband?” Email Ann Rainey to William Stafford, Jeff Coney and Charles A. Lewis

e. Alderman Rainey shared with the demolition group information regarding thoughts of Alderman Wilson, providing them preemptive information to strengthen their effort:

“Chuck sorry to tell you this but Don Wilson in interested in mothballing the mansion - He knows another group that might be interested. The mayor is getting a lot of pressure because he lives on the lake.” Email Ann Rainey to Chuck Lewis, William Stafford, Jeff Coney, Nicole Kustok, Joe Flanagan, John Alsterda

f. At the Electoral Board hearing of August 21, 2018, when a principal representative for the Save Harley Clarke initiative (who filed the petition on behalf of the community) was called on by the Chair for comment/testimony regarding the referendum, Alderman Rainey showed complete disregard toward this resident - she got up and left the dais, walked away from said presentation and carried on with private conversations in the back of the room, even leaving the room and entering the hallway at one point. However, during all of the comments/testimony from pro demolition residents, Ms. Rainey remained seated and attentive and interested.
g. During this same Electoral Board hearing of August 21, 2018, after Alderman Rainey left the dais during testimony from a representative (Allie Harned) from the movement to save the Harley Clarke mansion, she went to the back of the room and verbally attacked a citizen (Lori Keenan) who has worked to save the public mansion. Alderman Rainey, without provocation, used profanity against this resident saying “f*** you” to her so audibly that many in the back of the room also heard her and expressed their shock, further distracting from the public comment of Allie Harned. See video here at roughly 1:33:25 mark.

h. Following the conclusion of the hearing, Alderman Rainey approached the same private citizen (supporter of saving the public mansion) in the Civic Center hallway and threatened her, repeating “Don’t mess with me,” twice. This statement was clearly stated in front of a local news reporter and caught on video, and later repeated to the reporter who was broadcasting to a live audience of Evanston residents at the time. Alderman Rainey went on, again unprovoked, to slander the citizen, calling her “an evil woman.” The video was watched more than 500 times in the first hour it was broadcast before being taken down by the reporter because, in her words, “it was too disturbing.” See video here.

i. In repeated instances Alderman Rainey shared confidential information gleaned from her position as an elected official, with regard to residents’ emails (personal names, email addresses, content of messages and attachments). This correspondence served to better inform the demolition group’s case (emails as above in 2(b)):

   i. Constituent email forwarded from Ann Rainey to (redacted), Charles A. Lewis, (redacted) and Alderman Judy Fiske
   ii. Constituent email forwarded from Ann Rainey to (redacted), Nicole Kustok, Charles A. Lewis, (redacted) and Alderman Judy Fiske
   iii. Screen shot/constituent email forwarded from Ann Rainey to Jeff Coney, Nicole Kustok, Bill Stafford and Charles A. Lewis

In no instance were the supporters of saving the public Harley Clarke mansion, afforded the same support or “service.” In no instance did Alderman Rainey provide residents in support of saving the public mansion emails from the opposition i.e. emails from those residents leading the agenda for demolition of said public property.

6. Intimidation by a Public Official.

a. At the Electoral Board hearing of August 21, 2018, after Alderman Rainey left the dais during testimony from a representative (Allie Harned) from the movement to save the Harley Clarke mansion, she went to the back of the room and verbally attacked a citizen (Lori Keenan) who has worked to save the public mansion. Alderman Rainey, without provocation, used profanity against this resident saying “f*** you” to her so audibly that many in the back of the
room also heard her and expressed their shock, further distracting from the public comment of Allie Harned. See video here at roughly 1:33:25 mark.

b. Following the conclusion of the hearing, Alderman Rainey approached the same private citizen (supporter of saving the public mansion) in the Civic Center hallway and threatened her, repeating “Don’t mess with me,” twice. This statement was clearly stated in front of a local news reporter and caught on video, and later repeated to the reporter who was broadcasting to a live audience of Evanston residents at the time. Alderman Rainey went on, again unprovoked, to slander the citizen, calling her “an evil woman.” The video was watched more than 500 times in the first hour it was broadcast before being taken down by the reporter because, in her words, “it was too disturbing.” See video here.

To protect confidentiality, I have been requested to not disclose the fact of filing the Complaint unless and until the Board of Ethics informs the Complainant in writing that the Board has concluded that it has jurisdiction to conduct an investigation of the charges and intends to do so.
INQUIRY/COMPLAINT FORM

I believe that, to the best of my knowledge, information and belief formed after reasonable reflection, the information given in this inquiry/complaint is true. I request that the City of Evanston Board of Ethics evaluate the information provided and request it take appropriate measures in accordance with the procedure outlined in the City Code, Title 1, Chapter 10.

[TYPE OR PRINT]

Misty Witenberg
My name (printed)

1711 Grey Ave.
street address

312-619-2276
My contact phone number

Evanston, IL 60201
city/state/zip code

misty@witenberg.net
My e-mail address

City of Evanston elected official, board or commission member, or employee that I wish the Board of Ethics to review:

Ald. Robin Rue Simmons
Name

Alderman & Committee Member Official
Position or job title, if known

City Council; and Housing & Development Act, Economic Development, Administration & Public Works, Planning & Development, and M/W/EBE Committees
Department or Board/Commission Name

*Please note, if you wish to file an inquiry/complaint about more than one person, you must file a separate form (and any attachments) for each person.
Please describe the facts that you believe constitute a violation of the City of Evanston Code of Ethics in sufficient details to enable the Board of Ethics and the person who is the subject of the inquiry to understand the nature of the alleged violation. Provide as many details as possible, including names, approximate dates. If possible, please provide citations to the applicable Code of Ethics section that you believe may have been violated. Add extra sheets if needed and attach copies of any pertinent documents. A copy of this inquiry/complaint will be sent to the person who is the subject of the inquiry/complaint and may be available to the public.

**ADDITIONAL DISCLAIMER:** All enclosed content is intended for informational and City investigative purposes only and should not be regarded as legal, business or tax advice. All information enclosed in reference to Sunshine’s provided reports and information to the City is according to the City’s unredacted record release of said reports and information.

**COMPLAINT SUMMARY**
I believe Ald. Rue Simmons has consistently and purposefully carried out a series of violations of Evanston’s 1-10-4 Code of Ethics, as well as corresponding state and federal regulations, since as early as 2015, as both an appointed officer and an elected officer.

These offenses primarily surround Ald. Rue Simmons’ financial interest in the City’s CDBG grant funding to her private employer, Sunshine Gospel Ministries—almost 40% of which funding has been paid to Rue Simmons.

These violations also include the ethical misconduct by Ald. Rue Simmons in what I believe to be falsified program reporting, material misrepresentation and unjust enrichment in regards to said employer, counter to public benefit.

**BACKGROUND & CONTEXT**
The City is an entitlement community of HUD (U.S. Department of Housing and Urban Development). As such, it receives approximately $2 million in federal Community Development Block Grant (CDBG) funds each year to provide affordable housing and economic opportunities for low- and moderate-income residents.

Since 2016, the City has paid $215,000 of those CDBG grant funds, as well as substantial noncash assistance, to Rue Simmons’ employer, Sunshine Gospel Ministries, a fundamentalist religious corporation [B.2 & Background]. Of that $215,000 in grant funding, $83,737 was paid to Rue Simmons, in addition to her employer paid wages.

Rue Simmons earns $425 per classroom hour for administering the program—more than 773 times the average rate for Illinois teachers ($55/per-classroom-hour). Each program has three sessions, or cohorts, per year, with each cohort meeting 12 times for three hours each.

Please see enclosed documents and information.

Signature: [Signature]

Date: 2/11/18
SECTION A: VIOLATIONS TO CODE OF ETHICS

The below excerpts from the § 1-10-4 Evanston Code of Ethics have been abbreviated and formatted to improve readability, without semantical changes within the context to this complaint. Please refer to the City’s full Code of Ethics here.

A.1 § 1-10-4/(C)/3/b. PROHIBITED
a. The use of public office for private gain is strictly prohibited.

b. Given the importance of independent judgment and impartiality to the proper functioning of City government, these rules are to be construed liberally to ensure that public officials:
   o Take all necessary steps to avoid actual conflicts of interest that would interfere with their ability to perform their official duties independently and impartially
   o Take all necessary steps to avoid conduct that would to a reasonable person appear to create such conflicts of interest.

It’s not apparent Ald. Rue Simmons has taken any, and certainly not all, steps to avoid said conflicts, with the exception of 3 recorded voting abstentions on direct City funding to her employer (2 on Council and 1 on the Administration & Public Works Committee).

Conversely, Ald. Rue Simmons’ has increased her appearance of impropriety in volunteering for appointments to every committee that has influence over CDBG funds to both her private employer and competing applicants [SEE Rules (pg. 161)], including the:

1) **Housing & Community Development Act Committee**—which has the singular purpose of governing the use and appropriation of CDBG funds [SEE HDCA (pg. 155)].

2) **Economic Development Committee**—which holds the authority to collect, vet, evaluate compliance and make recommendations on CDBG funding requests.

3) **Administration & Public Works Committee**—which also makes recommendations [SEE AdminPubWorks (pg. 163)] on CDBG funds as well as budget policy, finance, legal, billing and purchasing.

4) **Planning & Development Committee**—which also makes recommendations for CDBG funds, [SEE P&D (pg. 156)] as well as matters relating to planning, development and housing.

A.2 § 1-10-4/(C)/3/b/(2) ABUSE OF POWER IN OFFICE
No officer or employee shall, use the prestige, power or influence of his/her office or employment to:
• Engage in any transaction which is, or would to a reasonable person appear to be, in conflict or incompatible with the proper discharge of his/her official duties,

• Or which impairs, or would to a reasonable person appear to impair, the officer's or employee's independence of judgment or action in the performance of official duties.

• This prohibition shall extend to any use of official position or employment for a purpose that is or would appear to a reasonable person to be for the private benefit of the officer.

The independence of Ald. Rue Simmons’ judgment and action would, to a reasonable person, appear to be impaired in regards to her power in governing the use of, advising on, making recommendations for and voting on grant requests that compete with her private employer, given a portion of her employer’s grant funding is earmarked for her private salary. [SEE Payroll2016 (pg.113); Payroll2017 (pg. 134)]

A.3 § 1-10-4/(C)/3/b/(4) ACQUISITION OF INTEREST

No public officer or employee shall receive or accept any financial interest in any sale to the City of any service or property.

A portion of each sale, occurring when the City pays Sunshine in exchange for its professional services, is earmarked to Ald. Rue Simmons. [SEE Payroll2016 (pg.113); Payroll2017 (pg. 134)]

A.4 § 1-10-4/(C)/3/b/(5) INCOMPATIBLE EMPLOYMENT

No public officer or employee shall

• Engage in or accept private employment or render services for private interests when such employment or service creates a conflict with or impairs the proper discharge of his/her official duties

• Or would to a reasonable person appear to create such conflict or impairment.

Ald. Rue Simmons’ compensation from her private employer has been exclusively financed through City grant funding for the duration of her current employment status at Sunshine, with possible exception to her short-term employment prior to Sunshine’s grant request, at which time Rue Simmons was also improperly using City facility for nonCity purposes [SEE A.7 USE OF CITY PROPERTY (pg. 4)].

Additionally, through her appointed and elected officer positions, Rue Simmons co-governs the use of, advises on, makes recommendations for and votes on the CDBG funding allocation from which her private compensation is drawn.
A.5 § 1-10-4/(C)/3/b/(8) PARTICIPANT IN CONTRACT MAKING
No elected official...shall participate in his/her official capacity in the procurement, negotiation, making, or performance of a contract in which he/she or a member of his/her family has a material financial interest, whether direct or indirect.

“Performance” in law, is the act of doing that which is required by a contract.

Ald. Rue Simmons has stated she works full-time for Sunshine’s Community Business Academy (CBA) administering the program. Specifically, she manages overall CBA activities, facilitates CBA classes, prepares reporting, fundraises and manages donors. [SEE T&E2016 (pg. 116); T&E2017 (pg. 137)]

Ald. Rue Simmons’ directly participates in the performance of all City contracts with Sunshine, in which she has a material financial interest, by administering its contractually stipulated terms, including program performance, management and reporting.

She has also participated in the procurements of these contract in her presentations to the City on Sunshine’s behalf, including the Oct. 25, 2015 for Sunshine’s initial CDBG funding request and Aug. 24, 2016 for Sunshine’s Fall CDBG funding request to the Economic Development Committee [SEE below A.6 CITY’S RELATIONSHIP WITH THIRD PARTIES; EDev10-15 (pg. 157); EDev8-16 (pg. 159)].

Additionally, Ald. Rue Simmons participates in her official capacity in contract activities of CDBG applicants competing for the CDBG funding allocation from which her private compensation is drawn, and in which she has an indirect material financial interest.

A.6 § 1-10-4/(C)/3/b/(9) CITY’S RELATIONSHIP WITH THIRD PARTIES
No elected official or employee shall:
• Influence the City’s selection of, or its conduct of business with any private interest if the elected official...has a material financial interest, whether direct or indirect with the private interest.

As mentioned in A.5 § 1-10-4/(C)/3/b/(8), Ald. Rue Simmons influences the City’s selection of and conduct of business with her employer, Sunshine (private interest), from which she has a direct material financial interest, when she presents to City entities on behalf of Sunshine to gain City support for funding that supports her private salary [SEE EDev10-15 (pg. 157); EDev8-16 (pg. 159)].

As also mentioned in A.5 § 1-10-4/(C)/3/b/(8), Ald. Rue Simmons additionally violates this prohibition each time she is involved in the governing, advisement, recommendation and voting of CDBG funding for third parties, activities intended to influence the selection and conduct of business with those entities, and business in which she sustains an indirect material financial interest in overall the grant funding availability from which she draws her private compensation.
A.7 § 1-10-4/(C)/3/b/(11) USE OF CITY PROPERTY
No officer or employee shall use or permit the use of any person, funds, or property under his/her official control, direction, or custody, or of any City funds or property, for a purpose which is, or to a reasonable person would appear to be, for a nonCity purpose.

Notwithstanding the foregoing, nothing shall prevent the private use of City property that is available on equal terms to the public generally (such as the use of library books or tennis courts), or the use of City property in accordance with municipal policy for the conduct of official City business (such as the use of a City automobile or travel reimbursements for official business).

Unprecedented, Regular & Free Use of City Property
Since 2015, as both an appointed and elected officer, Ald. Rue Simmons has received free use of Civic Center and Gibbs-Morrison facilities (City property) for nonCity purposes (such as Sunshine’s regularly held classes, promotional information events, ceremonies, etc.) [SEE FacilityUse (pg. 32)]. This accessibility does not extend to the general public, who are redirected to the City’s other facility rentals, all of which charge fees, including for nonCity nonprofits.

City Facility Accessibility
Community use of the Civic Center is not transparent, nor is it easily accessible for the general public. Information regarding public use of the Civic Center is not posted on the City’s website, nor are online applications available. This contrasts from the City’s other facilities available for community use, including the libraries, Robert Crown, the Levy Center, Gibbs-Morrison, Chandler-Newberger, and the Ecology Center.

In calling the Civic Center to find out its public use policies and fees, I was referred to the City’s online 311 request system. On my first query, city staff repeatedly issued responses without directly answering my questions on Civic Center public use fees, instead redirecting me to the City’s other facility rental options. I then had to open a second 311 query, referring to my original unanswered question, and waited an additional 4 days for a response. The other general questions asked in the same time frame averaged answers within a few hours. [SEE B.4 CIVIC USE REQUESTS (pg. 9)]

Facility Use Purpose
Use of Civic Center rooms is limited to City Staff and for Public Meetings (“Public Meetings,” as used by the City to reference meetings held by City Boards, Commissions, Committees and the Council), and is intended for Civic purposes. I was again advised that rooms needed for other purposes can be rented (for a fee) at the other facilities. [SEE B.4 CIVIC USE REQUESTS (pg. 9)]

A.8 § 1-10-4/(C)/3/b/(12) ENTITIES DOING BUSINESS WITH THE CITY
Regardless of prior disclosure thereof, no officer:
• Shall have a financial interest, direct or indirect,
• In a business entity doing or seeking to do business with the City
• And influence, or attempt to influence, the selection of, or the City’s conduct with regard to such business entity.

Similar to A.6 § 1-10-4/(C)/3/b/(9), Ald. Rue Simmons has attempted to influence the City’s selection of and conduct of business with her private employer, (business entity), each time she has presented to City committees and boards on Sunshine’s behalf for the purposes of gaining support for the City funding, from which she has a direct material financial interest.

Ald. Rue Simmons additionally violates this prohibition each time she co-governs the use of, advises on, makes recommendations for and votes on entities doing business with the City that are competing with her private employer City-awarded grant funds, of which she has an indirect financial interest, and from which she draws her private salary.

Given Ald. Rue Simmons various City roles, the power and relationships within those roles, as well as the public interest entrusted in those roles, I believe the plausibility of attempts to influence and/or potential for “deal-making” in regards to decisions concerning entities seeking to do business with the City, and her and her associated financial interest in that business with the City, is substantial and has consistently lacked proper City oversight.

A.9 § 1-10-4/(C)/3/bl(6) PAYMENT CONTINGENT UPON SPECIFIC ACTION

No officer or employee shall accept:
• Any form of compensation from any private interest that is expressly or implicitly contingent upon the occurrence of specific City action.
• C/3/a DEFINITION OF PRIVATE INTEREST: Shall include all individuals, partnerships, corporations and other entities except for the City, its boards, commissions, officers and employees.

Rue Simmons has expressly received compensation upon the occurrence of the specific city action of the City’s awarding of CDBG grant funding to her private employer (Sunshine Gospel Ministries), given that 100% of her budgeted salary from Sunshine has been expressly earmarked to her, by name [SEE Payroll2016 (pg. 113); Payroll2017 (pg. 134)] and role for her entire, or near entire, duration on Sunshine staff [SEE Role16 (pg. 32) (pg. 58); Role17 (pg. 104)], and for the full duration of Sunshine’s funding with the City.

Additionally, given the timing of said current employment status with the timing of the City’s funding to her employer [*SEE below timetable]; it is reasonable to conclude that her compensation has also been implicitly contingent on the City’s Specific Action to grant said funding.
* City Action/SUNSHINE-Rue Simmons Compensation Timetable

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 3, 2015</td>
<td>Rue Simmons visits Sunshine headquarters in Chicago, along with Economic Development Coordinator and Youth &amp; Young Adult Program manager, on behalf of the City, reporting to Economic Development Committee/Admin [SEE Purchasing Statement (pg. 160)]; Sunshine hires Rue Simmons to run Evanston program</td>
</tr>
<tr>
<td>July-Sep 2015</td>
<td>City grants Sunshine use of City Civic Center facilities to run pilot program; Sunshine hires Rue Simmons to administer pilot program, to begin Sept 2015</td>
</tr>
<tr>
<td>Oct 2015</td>
<td>Sunshine presents funding proposal to Economic Development Committee staff, Rue Simmons speaks on Sunshine’s behalf [SEE EDev10-15 (pg. 157)]</td>
</tr>
<tr>
<td>Dec 2015</td>
<td>EDC recommends program to City Council</td>
</tr>
<tr>
<td>Dec 2015</td>
<td>City Council approves $150,000 funding to Sunshine for 2016 [SEE Sunshine Resolution (pg. 30)] per recommendation from the Economic Development Committee</td>
</tr>
<tr>
<td>Jan 2016</td>
<td>Sunshine hires Rue Simmons as a full-time on-staff program manager to run the 2016 Evanston program</td>
</tr>
</tbody>
</table>

**A.10 § 1-10-4/(A) STATEMENT OF PURPOSE**

It is the policy of the City that in all cases its elected and appointed officers and employees

- Perform their duties for the benefit of the citizens of the City.
- Conduct the affairs of the City with integrity and impartiality, without allowing prejudice, favoritism or the opportunity for personal gain to influence their decisions or actions or to interfere with serving the public interest.

As referenced in the previously mentioned violations, I believe Ald. Rue Simmons has persistently performed her official duties for her own benefit and to advance her opportunity of personal gain in misconduct that interfered with serving the public interest.

I believe Ald. Rue Simmons has knowingly and purposefully misrepresented the identity [SEE C.1 UNLAWFUL IDENTITY (pg. 12)] and purpose [SEE C.2 INELIGIBLE PURPOSE (pg. 13); SEE SGMBackground (pg. 174)] of her private employer, as well as program reported outcomes [SEE C.4 REPORTING (pg. 20)], metrics and other material information of public interest to the City, to the public, and to CDBG beneficiaries (participants) [SEE B.5 MISREPRESENTATIONS (pg. 11)], denying beneficiaries who objected to Sunshine’s religious character the opportunity to instead receive services from an alternative provider, which Sunshine was legally required to seek out for referral, and misappropriating proportionally reduced CDBG funds.

**KNOWINGLY:** Ald. Rue Simmons had special, unique awareness, knowledge and understanding in regards to private business regulations, City regulations, CDBG funding and Sunshine’s business identity and purpose; the comprehensive nature of which was not afforded to other involved parties.
1) Professional business experience and expertise, including that as a business owner, business trainer and business administrator.

2) Various appointed City committee roles specific to local business needs, CDBG funding and regulations, economic development, etc., as well as her elected role on City Council.

3) Employment with Sunshine and relationship with its executive director, which has offered her organizational access and insight.

These misrepresentations by Rue Simmons have contributed to the misappropriation of resources, diverting critical funding to the City’s CDBG target areas. They’ve hindered the ability of funding determinations to be impartially based on an applicant’s objective merits for the public benefit and CDBG’s allocated purposes: Provision of needed goods and services to low and moderate income neighborhoods; Affordable housing; and job creation and retention through initiatives that aren’t tethered to the direct profit of elected officials or in furthering religious ideologies.

Additionally, these misrepresentations have contributed to the negligence in the legally required oversight of faith-based organizations using CDBG funds to determine eligibility, as well as compliance: Notification of beneficiary protections; Efforts to identify and refer alternative service providers for beneficiaries who objected to Sunshine’s religious character, and Ensuring nondiscrimination in beneficiary selection, a process that currently appears to be entirely at Sunshine’s undisclosed discretion, with exception to meeting the City’s demographic requirements and the understanding that the participants in the pilot program, at minimum, “coalesced around Ms. Simmons’s contacts.”
SECTION B: SOURCE DOCUMENTATION

B.1 APPLICABILITY OF CITY CODE OF ETHICS

Rue Simmons has served on the City’s M/W/EBE Committee as an appointed officer of the City since June 8, 2015 [SEE Appointments (pg. 28)], just prior to the City’s initial meeting with Sunshine and subsequent contract. As of that date, her actions as a City officer were, and continue to be, subject to the Code of Ethics.

§ 1-10-4/(B) Persons Covered By This Chapter. The provisions of this Chapter shall apply to any officer or employee of the City, whether elected or appointed, paid or unpaid, including members of boards and commissions appointed by the City Mayor or City Council. Handbook for Members of City Boards, Commissions, and Committees (page 15)

B.2 APPLICABLE DEFINITIONS

a. “Fundamentalist” as defined as adhering to the strict belief in the literal interpretation of Biblical texts

   Sunshine’s Doctrinal Statement
   “We believe that the Bible is the inspired, infallible, inerrant word of God”

b. “Evangelist” as defined as the practice of spreading the Christian gospel and authority of the Scripture in an effort to win others’ personal commitments to Christ

   Sunshine’s Ministry Description
   “Sunshine Gospel Ministries brings the message of Jesus Christ…through programs emphasizing Biblically-based models of living.”

   Sunshine’s Bridgebuilder Mission
   “To cultivate Christ-like disciples…while embracing Biblical justice”

B.3 PER-CLASSROOM-HOUR AVERAGE RATE

Teacher Average Annual Classroom Hours = 1105.75 hours of Annual Net Teaching Time in the United States, according to an Organization for Economic Cooperation and Development
Teacher Average Salary in Illinois = $61,342 in 2015-16, according to a National Center for Education Statistics dataset.
Teacher Average Salary Per Classroom Hour = $55.475 ($61,342 / 1105.75 hours)

Rue Simmons Average Annual Classroom Hours = 108 hours (12 3-hour classes per cohort for 3 annual cohorts) per 2015 & 2016 City-Sunshine CDBG Contracts
Rue Simmons Average Salary Per Classroom Hour = $424.769 ($53,417 + $38,333) / (108 + 108) [SEE Payroll2016 (pg. 113); Payroll2017 (pg. 134)]

B.4 CIVIC CENTER COMMUNITY USE REQUESTS

Below 311 Query Submitted Jan. 25, 2018

Description
SUBJECT: FOR ADMINISTRATION / CIVIC CENTER FACILITY RENTALS is there a link to the table of fees room reservations at City Civic Center? Also a link to information on regulations, restrictions and fee waivers in regards to reserving rooms for religious organizations, non-profits, commercial purposes, etc. Could you please send me the links to the information, or if that's not available, the information requested? Thank you.

6 COMMENTS

Christopher Polinski Verified Official 17 hours ago

Good afternoon,

Room reservations at the City of Evanston Civic Center are available to City Staff and for Public Meetings. Public Meetings have no cost associated but the organization reserving the room has to be a non-profit to be eligible. City Staff is given preference over available conference rooms (Official City Meetings). Whether a room can be reserved is based on availability of unscheduled rooms. If your organization is non-profit and you are interested in availability of conference rooms and would like to schedule an open room please contact us at your earliest convenience at 311 or 847-448-4311.
Below 311 Responses Received Jan. 25, 2018

Thank you for choosing Evanston 311.

Chris
3D01-311

Christopher.Polinski Verified Official 17 hours ago
Thank you for using the City of Evanston 311 Center.

To view the status and details of your request, please follow the link to sign into your PublicStuff/311 account.

Please note, you can also contact 311 directly during the hours of 7:00 a.m. to 7:00 p.m. Monday - Friday by:
Calling 3-1-1 or 847-448-4311 (Outside of Evanston)
Texting 847-448-4311
Emailing 311center@cityofevanston.org

Further details on the 311 Center are available 24/7 at www.cityofevanston.org/311

misty.witenberg 16 hours ago
Are the rooms only for non profits? And what are the room fees or where can I find them?

Denise.Doggett Verified Official 16 hours ago
Public Meetings have no cost associated but the organization reserving the room has to be a non-for-profit to be eligible to reserve the room.
You also have the option of renting a room at one of the community centers - please see link: https://www.cityofevanston.org/government/departments/parks-recreation/community-services/rentals/rooms-birthday-parties

misty.witenberg 15 hours ago
Thank you, but again, what are the Civic Center room fees for non-profits, or where can I find them?

Below 311 Query Submitted Jan. 26, 2018

DETAILS

Description
Hello, this is a follow-up to my questions that weren't answered in #38699140.
1. What are the fees for Civic Center rooms if it is not for a public meeting? Assuming the organization is a nonprofit or not-for-profit, as you mentioned for-profit orgs may not book. 2. Is it still possible to book a room if I'm a nonprofit or not-for-profit, but the room booking is not for my organization's exempt purpose? 3. If yes to 2, can the nonexempt purpose be one in which we charge participants who attend? 4. Are there any other restrictions/exceptions that apply? For example, if the nonprofit is a religious organization? 5. Is any of this information available on the City's website? I haven't been able to locate it. Thank you.

Below 311 Response Received Jan. 30, 2018

esterlie Verified Official an hour ago
Hello
There are no fees charged for reserving rooms at the Civic Center. Rooms are intended to be used for civic purposes, with the primary use being staff meetings and public meetings. Rooms that are needed for other purposes can be rented at any of the other city facilities for the fees listed on the city's recreation website or the Library website.
B.5 MISREPRESENTATIONS OF SUNSHINE TO BENEFICIARIES

Misrepresentation of Sunshine identity and purpose to beneficiaries has denied those who objected to the organization’s religious character their legal beneficiary protections and opportunity to instead receive services from an alternative provider, which Sunshine was legally required to seek out for referral.

I went to the sunshine entrepreneur Academy and I would never...affiliate myself.....be apart of......take any classes with...any organization that did not support all people...everybody should have the same rights I would never ever deal with organization that would be against that...which is not attached to that organization it is a separate entity...
SECTION C: CONTRACT & LEGAL VIOLATIONS

C.1 UNLAWFUL IDENTITY
Sunshine Gospel Ministries has been unlawfully operating as “Sunshine Enterprises” under its City contract, materially misrepresenting its identity DBA (doing business as) to the City, CDBG beneficiaries and the public.

A. 118-R-15 A Resolution Authorizing the City Manager to Execute a CDBG Grant Agreement with Sunshine Gospel Ministries dba “Sunshine Enterprises” [SEE 118-R-15 (pg. 37)] -- Additional References 2015 Contract & Application: SECTION 1 (pg. 37); SUBRECIPIENT AGREEMENT (pg. 38); APPENDIX A (pg. 53); APPENDIX B (pg. 104); Application (pg. 60)

B. 2-R-17 A Resolution Authorizing the City Manager to Execute a CDBG Grant Agreement with Sunshine Gospel Ministries dba “Sunshine Enterprises” [SEE 2-R-17 (pg. 221)] -- Additional References 2017 Contract & Application: SECTION 1-17 (pg. 221); EXHIBIT 1 (pg. 223); SUBRECIPIENT AGREEMENT-17 (pg. 224); Appendix A-17 (pg. 244, 246); Appendix B (pg. 248).

C. Violation of 805 ILCS 405 Assumed Business Name Act: No one may conduct or transact business in Illinois under an unregistered assumed name, corporate or otherwise.

Sunshine has failed to register legal DBA use of the “Sunshine Enterprises” name. Illinois Secretary of State maintains a Searchable Database of all state-registered DBA and business names. Under Illinois law, all businesses seeking to operate under a DBA / alternative trade name must register it by filing for a DBA. Corporations and nonprofits (like Sunshine) must register with the Secretary of State. Filing a DBA registration does not change how a company is taxed.

D. Violation of Federal Regulatory Filings and Policies Sunshine Gospel Ministries has not filed for use of the “Sunshine Enterprises” operating name on its federal tax returns [990 J. Item C]

Below: IRS Exempt Organizations Select Check as of January 2018

IRS

Exempt Organizations Select Check
Organizations Eligible to Receive Tax-Deductible Charitable Contributions (Pub. 78 data) - Search Results
The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.
Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

1-1 of 1 results

<table>
<thead>
<tr>
<th>EIN</th>
<th>Legal Name (Doing Business As)</th>
<th>City</th>
<th>State</th>
<th>Country</th>
<th>Deductibility Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>36-2517631</td>
<td>Sunshine Gospel Ministries</td>
<td>Chicago</td>
<td>IL</td>
<td>United States</td>
<td>FIC</td>
</tr>
</tbody>
</table>
C.2 INELIGIBILITY OF PURPOSE

XXV / XXIV. COMPLIANCE WITH FIRST AMENDMENT CHURCH/STATE PRINCIPALS [SEE XXV (pg. 50); XXIV-17 (pg. 98)] SUBRECIPIENT agrees to comply with the First Amendment Church/State Principles which state that CDBG funds may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

XXV(a) / XXIV(a): CDBG funds may be used for eligible public services through a primarily religious entity [provided they agree not to discriminate or give preference on the basis of religion, and don’t exert a religious influence on provision of those public services.

A. INELIGIBILITY OF NONRELIGIOUS COMPLIANCE

1) Sunshine’s overarching religious objectives don’t demonstrate an inclusive benefit for the City, nor does the corporation make efforts to restrict religious ideologies or preferences from its activities. Conversely, Sunshine’s collection of legal, organizational, operational, mission and purpose statements make explicit that all Sunshine activities are related to and intended to further the organization’s religious component, without exception.

Sunshine further states its organizational purpose as bringing “the message of Jesus Christ…through programs emphasizing Biblically-based models of living,” and its current BridgeBuilder mission as “to cultivate Christ-like disciples…while embracing Biblical justice.”

2) Specifically to Sunshine’s entrepreneurship programming, Hamernick, Sunshine’s Executive Director has said:

"Articulating a vision for work in the Christian community….to do that we need relationships with mature Christians….we constantly need to articulate that this really is about the kingdom…Evangelicals need to have a conversation about what it means to be made in the image of God and designed for work….We see this as a very, very long-term strategy… we want established Christian marketplace professionals to mentor and coach the people they work with”

3) Sunshine’s religious organization exemption status further restrains its XXIV compliance, given that it must be organized and operated only for its exempt purpose. Under the IRS and Illinois Dept. of Revenue, Sunshine is prohibited from engaging in regular business activity that is not, for the most part, related to its religious purpose. [IRS Publication 598: Tax on Unrelated Business Income of Exempt Organizations & IRC 501 & IRC 7.25.3.3.1]

Sunshine has not reported any revenue unrelated to its religious exemption purpose, nor has not sought a new determination of tax-exemption (ex. Economic Development), according to 2015-2016 tax information that is immediately publicly accessible. [SEE IRS UBIT (pg. 107)].

[RELATED: SEE below C.2 (B-C) INELIGIBILITY FOR CHARITABLE & UNRELATED BUSINESS ACTIVITY EXCEPTIONS]
SUNSHINE GOSPEL MINISTRIES
PO BOX 377939
500 E 61ST ST
CHICAGO IL 60637

We have received your recent letter; and based on the information you furnished, we believe

SUNSHINE GOSPEL MINISTRIES
of
CHICAGO, IL

is organized and operated exclusively for religious purposes.

As of January 2018

Exemption Number E9833-1368
B. INELIGIBILITY FOR NON-RELIGIOUS CHARITABLE EXCEPTION

Sunshine can also take part in activities that qualify as “charitable,” assuming those activities are:

1) In furtherance of Sunshine’s primary religious purpose exemption; [SEE above C.2 (A)(1-3) (pg. 13)]
2) AND don’t serve private interests or incur prohibited private benefit; [Cannot confer benefits to private parties beyond the scope necessary to further the organization’s exempt purposes]
3) AND limit beneficiary activities to the established charitable class; [Not currently limited]
4) OR are unsubstantial and not regularly carried on [Does not satisfy]
5) OR are run by volunteers [Does not satisfy]
6) OR Lessen the Burdens of Government [Does not satisfy given it regularly receives government grant funding]

C. INELIGIBILITY FOR UNRELATED BUSINESS ACTIVITY

Religious organizations like Sunshine can also legally engage in unrelated business activity, defined by the IRS as “business that is regularly carried on, and not substantially related to the exempt purpose of the organization,” provided:

1) It’s not a substantial part of the Sunshine’s activities as a whole; [Said activity is substantial, per the public disclosures immediately available for filings 2014-16 – SEE IRS Filings (pg. 107)]
2) AND if Sunshine isn’t claiming it as part of their religious tax-exempt purpose; [Sunshine has reported all revenue as part of their religious tax-exempt purpose, per the public disclosures immediately available for filings 2014-16 – SEE IRS UBIT (pg. 107)]
3) AND if Sunshine reports all liability of unrelated business income tax (UBIT), which is typically taxable at the corporate rate. [Sunshine hasn’t reported any unrelated tax liability, per the public disclosures immediately available for filings 2014-16 – SEE IRS UBIT (pg. 107)]

D. INELIGIBILITY FOR PUBLIC SERVICES EXCEPTION

XXIV(a) further specifies Sunshine’s exception for service provision as limited to “eligible public services.” However, Sunshine’s services—as contractually stated and as provided—do not qualify as Eligible Public Services as:

1) Sunshine’s stated “Job Creation…for LMI individuals” [SEE Attachment A (pg. 70)] is not applicable to Public Services [SEE below PUBLIC SERVICES (pg. 16); Ch. 2: Categories of Eligible Activities (pgs: 2-22 to 2-25)]; and
2) Sunshine neither limits services to all residents of a primarily residential area, nor limits services to a specified group of people. [SEE below PUBLIC SERVICES (pg. 16); Ch. 2: Categories of Eligible Activities (pgs: 2-22 to 2-25)
Additionally, Sunshine has specified eligibility under CDBG Section 108 § 570.203 Special Economic Activities (1) providing training and technical assistance to microenterprises and (2) job creation through business growth and development for LMI individuals. [SEE Attachment B (pg. 71)]

### 8.1.1 Eligible Activities for Economic Development

- **I. Ineligibility of Sunshine’s Special Economic Development Activities (§ 570.203)**
1) Use of the HUD Standards for Evaluating Public Benefit (8.3.2) is mandatory to ensure that a minimum level of public benefit is obtained when CDBG funds are used for special economic development projects.

   a) **Activities**, in the aggregate, must create or retain at least one FTE (full-time equivalent) permanent job per $35,000 of CDBG funds used

      [II. NOT ELIGIBLE: Sunshine has not provided any qualifying documentation for new or retained jobs, as defined by HUD/CDBG, from the City’s CDBG funding. It would be reasonable to assume that the two otherwise eligible businesses specified have provided at least 2 new FTE jobs to their owners.]

      [SEE Outcomes2017 (pg. 152)]

   b) **To Have Reached Minimum Public Benefit**, Sunshine must have provided the **required documentation sufficient** to show that:

      i. the City’s 2016-2017 funding of $215,000 has created or retained a minimum of 6 full-time equivalent, permanent jobs; [NOT PROVIDED] [SEE C.4(X)(D) (pg. 21)] or

      ii. Jobs (as defined by HUD/CDBG) have been proportionately provided to the minimum requirements of a HUD-approved NRSA Area; [NOT PROVIDED] or

      iii. Jobs (as defined by HUD/CDBG) have been provided predominantly for low-skilled LMI persons, AND the business agrees to provide clear opportunities for promotion and economic advancement; [NOT PROVIDED] or

      iv. Jobs are provided predominantly for persons residing in qualifying Census tract; or [NOT PROVIDED]

2) Additionally, per HUD/CDBG, Special Economic Development Activities must be in connection to other eligible Economic Development Activities, and/or where the assistance is appropriate to carry out such eligible Economic Development Activities. [SEE below II, III & IV]

Potentially connected activities relevant to Sunshine/CDBG Funding include **II. Technical Assistance, III Microenterprise Development IV Nonprofit Development:**

**II. Ineligibility of Sunshine's technical assistance to businesses** Providing technical assistance and training directly to businesses on topics such as business planning or accounting.

Requirements: Must meet a national objective:

1) As a part of a special economic development project;

2) To the owner of a microenterprise;

3) As a public service; and

4) By a CBDO as a part of an eligible project.

[II. NOT ELIGIBLE: In addition to the above-mentioned inabilities to meet special economic development project and public service requirements; Per HUD/CDBG 24 CFR Part 570.204 regulations, to qualify as a CBDO, an organization must:
a) Be organized under state or local law to engage in community development activities in a specific geographic area within the community;

b) Have as its primary purpose the improvement of the physical, social economic environment of its service area. [Sunshine is organized as a religious organization for religious purposes.] [SEE IL Dept of Revenue (pg. 73); IRS Exemption16 (pg. 107); C.2(A) (pg. 13)]

III. Ineligibility of Sunshine’s microenterprise development A “person developing a microenterprise” refers to a person who has expressed an interest and who is, or after an initial screening process is expected to be, actively working toward developing a business that will be a microenterprise at the time it is formed.

Per HUD, “Technically assisting a microenterprise may be carried out under the basic eligibility categories of Special Economic Development Activities…However…such assistance would be subject to the requirements concerning Public Benefit. [SEE Microenterprise Assistance (pg. 2-63 to 2-64); C.4(XI)(D) Minimum Requirements (p.21)]

[III. NOT ELIGIBLE: Microenterprise activities only qualify under HUD regulations when they reach the minimum Public Benefit of at least one of the National Objectives. If Microenterprise Assistance is provided to owners/persons developing a microenterprise who are not L/M income persons, it would not qualify under Limited Clientele, but would need to meet the requirements of other subcategories (e.g., Area Benefit or Jobs).

IV. Ineligibility of Sunshine’s Economic development undertaken by nonprofit development organizations under 105(a)(15) of the statute

[IV. NOT ELIGIBLE: Sunshine is not a nonprofit development organization. Sunshine is designated by the IRS & the state as a nonprofit religious organization.]

C.3 PERFORMANCE & GENERAL COMPLIANCE

An activity that does not meet a national objective is not compliant with CDBG requirements and may be subject to remedial actions.

II. WORK TO BE PERFORMED BY SUBRECIPIENT SUBRECIPIENT shall be responsible for administering the Program as described in Appendix A in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds.

SUBRECIPIENT commits to the program goals, including the number of people to be served, number of participants who are expected to be Evanston residents and who are expected to meet HUD definition of low-or-moderate-income-persons, and outcome measures as outlined in Appendix A. [SEE II (pg. 36); II-17 (pg. 83)]

A. Breaches to Appendix A [SEE Appendix A (pg 53); Appendix A-17 (pg. 101)]

1) Sunshine Enterprises is not licensed or registered to operate in Illinois [SEE C.I UNLAWFUL IDENTITY (pg. 12)]

2) Substantially missed all projected outcomes, documenting only 1 new business start and job created each year (per unredacted City Sunshine Reports records)

III. GENERAL COMPLIANCE WITH APPLICABLE LAWS [SEE III (pg. 39); III-17 (pg. 84)]
A. § Part 570.203 Special Economic Development Activities [SEE above C2 INELIGIBLE PURPOSE (pg. 13)]

B. § Part 570.206 Program Administrative Costs Payment of reasonable program administrative costs and carrying charges related to the planning and execution of community development activities assisted in whole or in part with funds provided under this part

1) To meet 570.206 “reasonable administrative costs,” said administrative and planning costs of CDBG fund-assisted activities must not exceed 20 percent of the total grant awarded

2) Sunshine’s Grant Support Worksheets don’t fully break down Planning & Administrative Costs vs. Activity Delivery Costs, or ADC, (ADC not included in 20 percent cap), but the pro-rata actual salary per grant and time & effort certification forms provided in Sunshine’s 2015 Annual Report assumes Planning & Administrative Costs at 65.8 percent, $97,057 over the P&A maximum; and no less than 55 percent ($51,000 over the cap). [SEE Payroll2016 (pg.113)]

C. § Part 570.208 Criteria for National Objectives [SEE above C2. INELIGIBLE PURPOSE (pg. 13)]

D. § Part 570.209 (b) Economic Development Activity Guidelines | Standards for Evaluating Public Benefit
Use of the HUD Standards for Evaluating Public Benefit (8.3.2) is mandatory to ensure that a minimum level of public benefit is obtained when CDBG funds are used for special economic development projects.

1) Activities, in the aggregate, must create or retain at least one FTE (full-time equivalent) permanent job per $35,000 of CDBG funds used [SEE above C2(E) INELIGIBILITY OF CDBG OBJECTIVES (pg. 16); § 570.203]

2) Any activity that exceeds $50,000 per full-time equivalent, permanent job created or retained is considered by HUD to provide insufficient public benefit, and may under no circumstances be assisted with CDBG funds [Sunshine has reported two likely eligible FTE jobs through CDBG assisted, though sufficient qualifying documentation hasn’t been provided per City records. Total CDBG assistance was $212,500, placing Sunshine’s public benefit at $106,250 per FTE position, more than twice HUD’s maximum.] [SEE Outcomes2016 (pg. 150); Outcomes2017 (pg. 152)]

XXIII / XXIV ADDITIONAL REGULATIONS [SEE XXIII (pg. 97); XXIV (pg. 49)]
Should be further reviewed. At minimum, Sunshine has failed to provide:

A. “Sufficient source documentation to show the actual use of the CDBG funds” required by the OMB Circular to justify all per recipient expenditures of CDBG Federal Assistance.

B. Documentation to demonstrate activity benefit to exclusively qualifying persons.

C. Qualifying documentation to demonstrate compliance with CDBG’s national objectives, either individually or in aggregate, pursuant to the program rules.
VI / VII. PAYMENT OF CDBG FUNDS TO SUBRECIPIENT | (d) Disbursements shall not exceed $2,500 ($1,250 for 2017) per student, for a total of $50,000 ($25,000 for 2017) [SEE VII-17 (pg. 86)] per cohort session of Grantee’s training program. If Grantee enrolls less than 75% of Evanston based business as participants in the cohort, the funding for that cohort will be reduced proportionally. [SEE VI-16 (pg. 40);]

A. 2016 Sunshine Cohorts [SEE Beneficiary Report16 (pg. 110); Rosters2016 (pg. 129)]
   All check request documentation according to City unredacted records.
   1. Winter ’16 Cohort: 59% Evanston-based = $8000 reduction [Sunshine did not specify % in check request, nor qualifying residency/business documentation, resulting in City’s overpayment of $8000 to Sunshine] [SEE Invoice Winter16 (pg. 123)]
   2. Spring ’16 Cohort: 60% Evanston-based = $7500 reduction [Sunshine did not specify % in check request, nor qualifying residency/business documentation, resulting in City’s overpayment of $5000 to Sunshine] [SEE Invoice Spring16-2 (pg. 124)]
   3. Fall ’16 Cohort: 52% Evanston-based = $11,500 reduction [Sunshine misreported 76% (without qualifying residency/business documentation) resulting in City’s overpayment of $11,500 to Sunshine] [SEE Invoice Fall16 (pg. 127)]

B. 2017 Sunshine Cohorts [SEE Beneficiary Report17 (pg. 131); Roster Spring17 (pg. 140); Roster Summer17 (pg. 143); Roster Fall17 (pg. 146)]
   1. Spring ’17 Cohort: $1388.89 paid per student (max was $1250/per student); Sunshine failed to make required reduction on check request, resulting in City’s overpayment of $2,500 to Sunshine [SEE Invoice Spring17 (pg. 139)]
   2. Summer ’17 Cohort: 33% Evanston-based = $10,500 reduction [Sunshine misreported % in check request (without qualifying residency/business documentation) resulting in City’s overpayment of $500 to Sunshine] [SEE Invoice Summer17 (pg. 142)]
   3. Fall ’17 Cohort: $1470 paid per student (max was $1250/per student); Sunshine failed to make required reduction on check request, resulting in City’s overpayment of $3,750 to Sunshine [SEE Invoice Fall17 (pg. 145)]

VIII-C.4 REPORTING & DOCUMENTATION

Sunshine’s lapse in provided required reporting and documentation are particularly concerning given the material inconsistencies, discrepancies, misrepresentation and lack of substantiation of the information the organization/Rue Simmons has submitted to the City, resulting in City overpayments and negligence.

1. On 2017 Annual Report [SEE above C3 VI / VII. PAYMENT OF CDBG FUNDS TO SUBRECIPIENT; Beneficiary Report17 (pg. 131)], Sunshine increased every cohort’s total beneficiaries as compared to its mid-point rosters included in that year’s Check Request [SEE Roster Spring17 (pg. 140); Roster Summer17 (pg. 143); Roster Fall17 (pg. 146)]

2. Individuals in 2016 were counted twice in total beneficiaries (repeating in winter and fall) [SEE Rosters2016 (pg. 129)]
3. Attributes nonresidents as residents without providing eligibility documentation (the physical location of the Evanston business) [SEE Rosters2016 (pg. 129); Roster Spring17 (pg. 140); Roster Summer17 (pg. 143); Roster Fall17 (pg. 146)]

4. Attributes nonresident online businesses without physical locations in Evanston, as residents [SEE Rosters2016 (pg. 129); Roster Spring17 (pg. 140); Roster Summer17 (pg. 143); Roster Fall17 (pg. 146)]

5. Proportion Evanston resident/businesses have been consistently misrepresented without sufficient documentation [SEE above VI / VII. PAYMENT OF CDBG FUNDS TO SUBRECIPIENT (pg. 20)]

6. Almost half of Sunshine’s few specified beneficiary/outcomes have been ineligible.
   a. Jobs Created Update includes Ald. Rue Simmons’ in her position with Sunshine [SEE Outcomes2016 (pg. 150)]
   b. New Businesses Update includes a business/business owner who was not enrolled in the CDBG-funded Sunshine program [SEE Outcomes2017 (pg. 152)]

XI. REPORTING REQUIREMENTS / X. REPORTING REQUIREMENTS [SEE REPORTING (pg. 89); OUTCOMES REPORTING (pg. 90); Projected Outcomes Metrics (pg. 103); X (pg. 43, Program Outcomes (pg. 56)); The SUBRECIPIENT agrees to provide the CITY’s Community Development Department and the CITY Housing & Community Development Act Committee with regular reports described below per the schedule in Appendix C, and any other reports which may be required by the CITY’s CDBG Program for compliance under this Agreement. This includes reporting on performance measures, as outlined in §200.301 of the Omni Circular. SUBRECIPIENT shall use OMB-approved information collection standards, when providing financial and performance information.

Sunshine has failed to provide:

A. “Sufficient source documentation to show the actual use of the CDBG funds” required by the OMB Circular to justify all per recipient expenditures of CDBG Federal Assistance.

B. Documentation to demonstrate activity benefit to exclusively qualifying persons.

C. Qualifying documentation to demonstrate compliance with CDBG’s national objectives, either individually or in aggregate, pursuant to the program rules.

D. CDBG Minimum Reporting Documentation Requirements:

1) **3.2.2 LMC Low Mod Limited Clientele**
   a) If Microenterprise Assistance is provided to owners/persons developing a microenterprise who are not L/M income persons, it would not qualify under Limited Clientele, but would need to meet the requirements of other subcategories (e.g., Area Benefit or Jobs).

   b) At least 51 percent of cohort are LMI persons who either own a microenterprise; or who, after an initial screening, are expected to be actively developing a microenterprise.
i. Limits eligibility to LMI persons only; [1-b-i. Provided reporting documents aren’t sufficient to qualify eligibility] [SEE Microenterprise Assistance (pg. 2-63 to 2-64)]

ii. OR MAY BE CONSIDERED IF: The proportion of total cost borne by CDBG is no greater than the proportion of LMI persons assisted. -- (Ex. 2016 terms = $50,000 for 20 participants, so accordingly, if 10% are LMI persons, proportionate funding would be $5000. 2017 terms = $25,000 for 20 participants, so 10% would be $2500.) -- Requires LMI documentation from 1-a-i to iii.

[1-b-i. Provided reporting documents aren’t sufficient to qualify eligibility]

i. AND when the service assists businesses, CDBG is only used in the project to pay for the job training and/or supportive services.

2) 3.2.4 LMJ Low Mod Job Creation or Retention Activities

a) OR Microenterprise owners who will create and/or retain jobs, 51% or more of which will benefit L/M income persons.

The following requirements must be met for jobs to be considered created or retained.

i. For jobs created: Must be sufficient documentation:
   - Listing of the specific titles of Jobs Created and held by L/M persons;
   - Names and income status of each person filling the position;
   - Full-time equivalency status of each Job Created;
   - To show least 51 percent of the jobs will be held by, or made available to, LMI persons;
   - OR applicable Job Creation documentation to meeting 3.2.1 Area Benefit;

ii. For job retention: Must be sufficient information documenting that the jobs would have been lost without the CDBG assistance and that:
   - At least 51 percent of the jobs are retained are held by a LMI person; OR
   - The job can reasonably be expected to turn over within the following two years and steps will be taken to ensure that the job will be filled by, or made available to, a LMI person

[2a i - ii. Failure to provide required documentation for benefit eligibility or compliance.]

3) 3.2.1 LMA Low Mod Area Benefit

a) OR Microenterprise owners who provide services to a residential area that has a sufficiently high percentage of L/M income persons.
The following requirements must be met to qualify:

i. Grantee must document the service area of business and describe its nature and location to establish that it will be used predominantly by L/M persons [3bi. NOT ELIGIBLE: Reporting documents provided aren’t sufficient to qualify this]

4) In calculating Created & Retained Jobs, following policies apply:
   a) Created or Retained jobs are only considered to be held by LMI persons when the job is actually held by a LMI person.
   b) Must be Jobs Created or Retained directly by assisted activity for which reporting.
   c) Part-time jobs must be converted to full-time equivalents (FTE) (e.g., a job that will require only working half time would count as only one-half a job);
   d) Only permanent jobs count; temporary jobs may not be included.

X. / XI. 5. PROGRAM OUTCOMES REPORTING [SEE REPORTING (pg. 89); OUTCOMES REPORTING (pg. 90); Projected Outcomes Metrics (pg. 103); X (pg. 43, Program Outcomes (pg. 56-57)):

i. Income: Cohort Program participant incomes; [Failure to provide required documentation for benefit eligibility or compliance – C.4(X)(D)(1-4) Minimum Requirements (pg. 21)]

ii. Summary of Program participant businesses: include a status of business, plan for ongoing business acceleration, services support (if applicable), and/or explanation for no further support (if applicable). [Failure to provide required documentation for benefit eligibility or compliance. – C.4(X)(D)(1-4) (Minimum Requirements (pg. 21)]

iii. The reporting will include the number of new, expanded and strengthened businesses started by participants.
   a. Strengthened businesses means a significant tangible project that makes measurable improvements in the business that will lead to increased revenue, profitability and sustainability. [Failure to provide required documentation for benefit eligibility or compliance.]
   b. Expanded businesses shall mean the business increases in revenue, creates new jobs, moves employees from part-time to full-time employees, or upgrades its physical location from home-based to leased commercial/retail space. [Failure to provide required documentation for benefit eligibility or compliance.]
   c. New Jobs created is defined as full-time equivalency calculation of new full-time, part-time and temporary jobs created during a year by a business for its owner or non-owner employees. [Failure to provide required documentation for benefit eligibility or compliance. – SEE C.4(X)(D)(4) Minimum Requirements (pg. 21)]

Also applicable to above REPORTING REQUIREMENTS: III. GENERAL COMPLIANCE WITH APPLICABLE LAWS [SEE III (pg 39); III-17 (pg. 84-85)] SUBRECIPIENT has the organizational capacity to adhere to collection and reporting requirements, regarding
performance measures, as required by Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule ("Omni Circular") Subpart D, Sections 200.300 – 200.303.

1. Use of OMB-approved standard information collections when providing financial and performance information;

2. Financial data is provided for performance accomplishments of the Grant award;

3. Cost information shall be distributed to demonstrate cost effective practices;

4. Subrecipient shall provide the City with the same information required by the Federal awarding agency under sections 200.301 and 200.210;

**XXI. PROGRAM INCOME** Program income shall herein be defined as gross income received by the SUBRECIPIENT directly derived or generated from the use of CDBG funds. Program income includes, but is not limited to: [SEE XXI (pg. 47); XXI-17 (pg. 96)]

Fees for services performed Sunshine did not provide information on program income earned from beneficiary program registration, though it can be assumed unreported registration income was received by Sunshine given:

1. “Calculate Financial Aid Award amounts” is listed within staff Time & Effort Certifications for the Sunshine Evanston program [SEE Financial Aid (pg. 122)]

2. Sunshine reports revenue from business/economic development services [SEE IRS Revenue Activities (pg. 108)]

**C.5 NON-PARTICIPATION BY CERTAIN PERSONS**

**XX. NON-PARTICIPATION BY CERTAIN PERSONS** SUBRECIPIENT agrees to exclude the following persons from participation in any aspect of this Agreement: [SEE NON-PARTICIPATION (pg. 46-47); NON-PARTICIPATION17 (pg 94-95)]

1. SUBRECIPIENT agrees that no officer … of the CITY [Rue Simmons]…or employee…[of the] SUBRECIPIENT [Rue Simmons & Hamernick] or member of the governing body of the CITY [Rue Simmons] who exercises any functions or responsibilities with respect to the CITY’s CDBG program … will have any direct or indirect interest in any contract or subcontract [Rue Simmons & Hamernick], or the proceeds thereof [Rue Simmons & Hamernick], for the work to be performed in connection with the Project assisted under this Agreement [Rue Simmons & Hamernick]...The provisions of 24 CFR § 570.611, "Conflict of Interest" shall apply to the SUBRECIPIENT .

2. SUBRECIPIENT further agrees to maintain written standards of conduct covering conflicts of interest, as outlined in the Omni Circular § 200.318(c)(1) & (2). These standards of conduct will include language stating that no employee [Rue Simmons & Hamernick], officer [Rue Simmons] …will participate in the selection, award [Rue Simmons, committee & council actions on competing CDBG applicants] or administration [Rue Simmons & Hamernick, per their Time & Effort Certifications – [SEE T&E2016 (pg. 116); T&E2017 (pg. 137)] of a contract supported by CDBG funds, if that employee, officer or agent has a real or apparent conflict of interest.
Conflicts of interest arise if the employee [Rue Simmons & Hamernick], officer [Rue Simmons]…or an organization which employs such a person [Sunshine] or is about to employ such a person, has any financial or other interest in [Rue Simmons & Hamernick] or may gain a tangible personal benefit from [Rue Simmons & Hamernick] a firm considered for a contract. Such officers [Rue Simmons], employees [Rue Simmons & Hamernick] or agents of the SUBRECIPIENT may not solicit nor accept anything of monetary value from contractors or subcontractors, unless it is an unsolicited gift of nominal value which would in no way influence the recipient to engage in conduct which would amount to a conflict of interests...

**VI. / APPENDIX E: INELIGIBLE PROGRAM COSTS** [(pg. 106; 85)]

Ineligible Costs include:

1. Compensation to trustees, board members and their immediate family members Sunshine's Budget & Reporting include grant-allocated compensation to Joel Hamernick, Executive Director & Sunshine Gospel Board Officer [SEE Payroll2016 (pg. 113); Payroll2017 (pg. 134); Board of Directors (pg. 72)]

2. Fund raising Costs Listed as role on Rue Simmons’ & Hamernick’s Time & Effort Certification per Grant-Funded Salary [SEE T&E2016 (pg. 116, 118); T&E2017 (pg. 137)]

*As of February 2018*
The Regular City Council Meeting was called to order at 8:15 p.m. after a quorum had been met.

**Mayor Public Announcements and Proclamations**
- Mayor Tisdahl read the Proclamation for Garden Club of Evanston – 100th Anniversary – Sunday, June 14, 2015. Members of the Garden Club were handed the Proclamation and took a picture with Mayor Tisdahl.

**City Manager Public Announcements**
- Acting City Manager, Erica Storlie introduced Patrick Deignan, Community Engagement Specialist spoke about what citizens had to go through to become Community Ambassadors. He also announced the Community Ambassadors and presented them with certificates.
- Community Outreach for Parks/Facilities Capital Improvement Plan
  Can give feedback by calling Evanston 311 or go online to the City’s website at [www.cityofevanston.org](http://www.cityofevanston.org).

**City Clerk Communications**
- Saturday, June 6th, a few members of the City of Evanston family were honored by the First Seven-Day Adventist Church of Evanston, located at 1825 Dodge Avenue. The honorees were:
  - Hon. Rodney Greene, City Clerk
  - Alderwoman Delores Holmes
  - Richard Eddington, Chief of Police
  - Officer Kenny Carter
  - Pastor Kenneth Cherry
  - Evonda Thomas-Smith, Director of the Health Dept
2015, City Council meeting.
For Action - APPROVED

**HUMAN SERVICES COMMITTEE**

(H1) **Resolution 59-R-15 Authorizing Amendment to the Animal Control Policy**
The Board of Animal Control and staff recommend the City Council receive and file Resolution 59-R-15, the Animal Control Policy, until further notice. This item will be brought back to Council at a later date. This agenda item was held at the May 26, 2015 City Council meeting.
For Action: Receive and File – TABLED, OFF AGENDA

**ECONOMIC DEVELOPMENT COMMITTEE**

(O1) **Approval of Funding for 12-month Period for Chicago’s North Shore Convention and Visitors Bureau (CNSCVB)**
The Economic Development Committee and staff recommend that City Council authorize funding for Chicago’s North Shore Convention and Visitors Bureau (CNSCVB) in the amount of $65,564 for a period commencing July 1, 2015 through June 30, 2016. Funding is provided by the Economic Development Fund’s Economic Development Partnership Account 225.21.5300.62659.
For Action - APPROVED

(O2) **Resolution 60-R-15 Authorizing the City Manager to Execute a Parking Agreement with Accuity, Inc.**
The Economic Development Committee and staff recommend adoption of Resolution 60-R-15 authorizing the City Manager to execute a Parking Agreement with Accuity, Inc. The City will provide an amount not to exceed $42,000 annually for a period of five years to pay for up to 70 parking spaces in the 1800 Maple Avenue parking garage for Accuity employees. Funding the business attraction of Accuity is provided by the Economic Development Fund’s Business Attraction Account 225.21.5300.62660.
For Action - APPROVED

**APPOINTMENTS**

(APP1) **For Appointment to:**

| Board of Animal Control   | Vicky Pasenko |
| Housing & Community Dev. Act Committee | Shawn Jones |
| Housing & Community Dev. Act Committee | Michael Miro |
| Library Board             | Socorro Clarke |
| M/W/EBE Development Committee | Robin Simmons |
For Action - APPROVED

Call of the Wards:

Alderman Miller: No report.
Alderman Fiske: No report.
Alderman Braithwaite: Thanked the residents and the committee for all comments and presentation for the Harley Clarke Mansion. Announced the upcoming meeting that will take place on June 11\textsuperscript{th} at 7pm at the District 65 building. This will be a joint ward meeting. Ward 2 & Ward 5.
Alderman Wynne: No report.
Alderman Wilson: No report.
Alderman Holmes: Expressed her appreciation for all the hard work on the Harley Clarke Committee. She also shared her thoughts on the murder that was earlier in the day in her ward (Ward 5). Mentioned concert in the park on June 18\textsuperscript{th} at Twiggs Park, Evanston Sings at ETHS on June 19\textsuperscript{th} at 7pm (Alderman Grover will be performing), Gibbs-Morrison building opening on June 20\textsuperscript{th} at 1pm, and Father's Day on June 21\textsuperscript{st} at FJCC at 1pm.
Alderman Tendam: No report.
Alderman Grover: Thanked the residents and the committee in regards to the Harley Clarke Mansion. Announced a plant sale at Independence Park on Saturday, June 13\textsuperscript{th}.
Alderman Rainey: Added to the comments about the murder that happened earlier in the day. She expressed her thoughts and emotions about the violence in both Ward 8 and Ward 5.

The Mayor called for a motion to adjourn, it was moved and seconded and with unanimous Voice Vote the meeting was adjourned at 10:53pm.

Submitted by,

\textit{Akasha S. Terrier}

Deputy City Clerk
CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, December 14, 2015

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

ORDER OF BUSINESS

(I) Roll Call – Begin with Alderman Grover

(II) Mayor Public Announcements and Proclamations
Report on Evanston Own It
Holiday Food and Toy Distribution

(III) City Manager Public Announcements
Kwanzaa Celebration, December 26, 2015
First Night Evanston, December 31, 2015
Update on Canal Shores Golf Course
Update Report on Nuisance Properties
Holiday Trash Collection Schedule

(IV) Communications: City Clerk

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

(VI) Special Order of Business: Retirement of Alderman Jane Grover

(VII) Consent Agenda: Alderman Rainey

(VIII) Report of the Standing Committees
(O5) **Approval of Storefront Modernization Program Application for Sketchbook Brewing Company, 821 Chicago Avenue**

The Economic Development Committee and staff recommend approval for financial assistance, through the Storefront Modernization Program, to Sketchbook Brewing Company at 821 Chicago Avenue in an amount not to exceed $2,319.83. Funding is provided by the Economic Development Fund’s Business District Improvement Account (225.21.5300.65522).

For Action

(06) **Resolution 118-R-15, Evanston Entrepreneurship Support for Sunshine Enterprises**

Staff and the Economic Development Committee recommend City Council approve Resolution 118-R-15 authorizing the City Manager to negotiate and execute a grant agreement with Sunshine Gospel Ministries, an Illinois not-for-profit corporation, d/b/a “Sunshine Enterprises” for an amount not to exceed $50,000 to help facilitate business creation opportunities for primarily low- and moderate-income Evanston residents. Funding is provided by the Community Development Block Grant’s Economic Development Fund (215.21.5260.63064), which has $275,457.33 reserved for economic development projects.

For Action

---

**MEETINGS SCHEDULED THROUGH JANUARY 11, 2015**

Upcoming Aldermanic Committee Meetings

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wed, Dec 16</td>
<td>6:30 pm</td>
<td>M/W/EBE Advisory Committee</td>
</tr>
<tr>
<td>Fri, Dec 18</td>
<td>7 am</td>
<td>Housing &amp; Homelessness Commission</td>
</tr>
<tr>
<td>Mon, Jan 4</td>
<td>6 pm</td>
<td>Rules</td>
</tr>
<tr>
<td>Mon, Jan 4</td>
<td>7:30 pm</td>
<td>Human Services</td>
</tr>
<tr>
<td>Thurs, Jan 7</td>
<td>7 pm</td>
<td>Housing &amp; Homelessness Commission</td>
</tr>
<tr>
<td>Mon, Jan 11</td>
<td>6 pm</td>
<td>A&amp;PW, P&amp;D, City Council</td>
</tr>
</tbody>
</table>

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: Martin Lyons, Assistant City Manager
Paul Zalmezak, Senior Economic Development Coordinator

Subject: Resolution 118-R-15, Sunshine Enterprises Evanston Entrepreneurship Support

Date: December 3, 2015

Recommended Action:
Staff and the Economic Development Committee recommend City Council adopt Resolution 118-R-15 Authorizing the City Manager to negotiate and execute a grant agreement with Sunshine Gospel Ministries, an Illinois not-for-profit corporation, d/b/a “Sunshine Enterprises” for an amount not to exceed $50,000 to help facilitate business creation opportunities for primarily low- and moderate-income Evanston residents.

Funding Source:
The Economic Development Committee approved staff’s recommendation to utilize the Community Development Block Grant Economic Development Fund (215.21.5260.63064). The account has $275,457.33 reserved for economic development projects.

The fund was established in 2012 to provide: 1) Access to capital, particularly gap financing, to businesses that create or retain jobs for low/moderate income residents or provide needed goods and services to low/moderate income neighborhoods; 2) Technical assistance (business consulting) to expand entrepreneurial efforts/business start-ups; and 3) Funds to improve the facades of retail/commercial buildings in neighborhood business districts in the City’s Neighborhood Revitalization Strategy Area.

Sunshine Enterprise’s program meets a CDBG national objective by providing technical assistance to primarily low- and moderate-income entrepreneurs and microenterprises (businesses with no more than five employees, including the owner) in the City’s Neighborhood Revitalization Strategy Area, which is prioritized for CDBG funding in the City’s Consolidated Plan. Low and moderate income is defined as persons making 80% or less of the area median income which is $60,800 for a family of four. The CDBG defined income limits for Cook County are summarized in the attachments.
Summary:
Sunshine Enterprises is seeking $150,000 in total from the City of Evanston to launch three classes in Evanston in 2016. Sunshine Enterprises’ total budget for the Evanston Hub will be $218,500 for 2016. The project budget is detailed below. The program will be offered three times annually in twelve week sessions to cohorts of up to 20 individuals. The target population for Evanston is low-to-moderate individuals, with a geographic focus on west Evanston. While Sunshine Enterprises currently conducts a pilot Community Business Academy program once a week out of the Lorraine H. Morton Civic Center, the goal is to move programs into the Gibbs-Morrison Cultural Center by 2016.

Sunshine Enterprises Community Business Academy
Proposed Budget - Evanston 2016 [1]

<table>
<thead>
<tr>
<th>FTE</th>
<th>Title</th>
<th>Office</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>HUB Trainer</td>
<td>Evanston</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>0.3</td>
<td>HUB assistant</td>
<td>Evanston</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>0.3</td>
<td>SE Director of Strategy and Communications</td>
<td>Chicago</td>
<td>$23,000.00</td>
</tr>
<tr>
<td>0.3</td>
<td>SE Program Director</td>
<td>Chicago</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>0.2</td>
<td>Executive Director</td>
<td>Chicago</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>0.2</td>
<td>Payroll / HR/ Financial Coordinator</td>
<td>Chicago</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>0.3</td>
<td>Communication Assistant</td>
<td>Chicago</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>0.2</td>
<td>Intern(s)</td>
<td>Evanston</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

Subtotal $137,000.00
Payroll Taxes Unemployment Insurance, Workers Compensation, FICA $20,550.00
Total Payroll $157,550.00

Other [2]

- Annual Audit $1,500.00
- RTC Certification $5,000.00
- RTC Program Materials $3,000.00
- IT & Technology $3,000.00
- Copier and Printing $1,000.00
- Travel and Training $3,000.00
- Marketing $5,000.00
- 50% of Start Something Challenge $25,000.00
- Office Supply $1,000.00
- Insurance $1,500.00
- Occupancy (office and program locations) $12,000.00

Total Other $61,000.00
Budget Total $218,550.00

[1] Includes cost of Community Business Academies, Business Accelerator Services, and Start Something Challenge
[2] Pro-rata share of overall Sunshine Enterprises budget (43% of Activities/costs)
Funding for Sunshine Enterprises would occur in three phases. The Economic Development Committee on December 2, 2015 approved funding of $50,000 for the first cohort scheduled for January through April 2016. Upon completion of the first cohort, Sunshine Enterprises would return to the Economic Development Committee in the fourth quarter of 2016 to provide a report to the Committee on its programs, the progress of participants, and other “report-back” information stipulated in the funding agreement. Based on the results of the progress report, the Economic Development Committee would then consider approval of an additional $50,000 in funding for the second cohort to be scheduled in Summer 2016, and subsequently a third cohort scheduled for Fall 2016.

As Sunshine Enterprises grows the Evanston-based north side hub of its operations, it would seek additional funding for the Year 2 portions of the program for the 2017 year, for an amount no greater than $75,000. After following similar report back and funding renewal to 2016, Year 3 (2018) could include a request for an amount no greater than $50,000.

Financial assistance to Sunshine Gospel Ministries dba Sunshine Enterprises in an amount not to exceed $50,000 for the Winter cohort in 2016 will help facilitate business creation opportunities for Evanston residents. At the beginning of each cohort (Winter, Spring, Fall), Sunshine Enterprises will provide a list of program registrants. Staff will provide a payment of up to $25,000 to Sunshine Enterprises upon confirming 75% of the cohort participants are Evanston residents or Evanston-based business. Payment will be reduced proportionally (i.e. $2,500 per participant) if Sunshine Enterprises fails to register a cohort of 75% Evanston participants. An additional payment of $25,000 will be released upon receipt of the summary report at the end of each cohort.

Upon the completion of each cohort, Sunshine Enterprises will present a report to staff summarizing the individual accomplishments of each participant including:

1. Participant contact information
2. Participant salary information (required by CDBG) NOT PROVIDED - SEE ANNUAL REPORT (pg. 110; 131)
3. Type of business
4. Status of business NOT PROVIDED - SEE ANNUAL REPORT (pg. 111; 132)
5. Plan for ongoing business acceleration services support (if applicable),
6. Explanation for no further support (if applicable).

Furthermore, on a quarterly basis Sunshine Enterprises will provide an aggregated report focusing on four key metrics:

NOT PROVIDED 1. Number of New Businesses Started: Defined as an individual actively engaged in selling a product or service, generating sales
NOT PROVIDED 2. Number of Businesses Strengthened: Defined as a business that successfully completes a significant, tangible project with Community Business Academy (such as developing a new website) that makes measurable improvements in the business that will lead to increased revenue, profitability, and sustainability
3. Number of Businesses Expanded: Defined as a business that increases in revenue, creates new jobs, moves from part-time to full-time, or upgrades its physical location from home-based to leased commercial/retail space.

4. Number of New Jobs Created: Defined as a full-time equivalency (FTE) calculation of new full-time, part-time, and temporary jobs created during a year by a business for its owner or non-owner employees.

Information for each of these key metrics will be provided based on activities undertaken by Evanston residents as compared to non-Evanston residents and where businesses are opened (within Evanston or outside of Evanston). During the agreement period, Sunshine Enterprises will continue to monitor progress of previous participants in these reports – in essence, building a database of program performance and a means for city staff to assist with potential business attraction and expansion efforts.

Sunshine Enterprises projects the following outcomes for 2016 (this is in addition to the pilot program already launched in Evanston):

<table>
<thead>
<tr>
<th>Sunshine Enterprises 2016 Projections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Business Served</td>
</tr>
<tr>
<td>In Business</td>
</tr>
<tr>
<td>Planning Stages</td>
</tr>
<tr>
<td>Other Path</td>
</tr>
<tr>
<td>New Business Starts</td>
</tr>
<tr>
<td>Jobs Created</td>
</tr>
</tbody>
</table>

Sunshine Enterprises agrees to prioritize Evanston resident participants in the program and believes it can serve up to 60 residents in 2016. In following years, it anticipates serving up to 80. As the north side hub of Sunshine Enterprises, Sunshine recognizes the importance of prioritize Evanston resident participants. However, it may be difficult to exclude people who live just across a boundary, or move during the class. Furthermore, the program has a multi-year vision that foresees the CDBG portion decreasing to 30% or less of the long term funding. It may be beneficial to the City to have a sustainable program that impacts not only Evanston but the surrounding communities, particularly Rogers Park.

Background:
On September 2, 2015, staff presented a workforce development vision to the Economic Development Committee recognizing that the City’s comprehensive approach to Workforce Development can be strengthened, building off of the success of the Mayor’s Summer Youth Employment Program, the Career Pathways partnership with Youth Job Center, and Curt’s Café skills training. In addition to “earn and learn” workforce development models in eight key industries (IT, Sales, Business & Financial, Healthcare, Office & Administrative, Transportation, Food Service, and Manufacturing) staff recommended further exploration of minority-led and minority-focused entrepreneurship training.
Entrepreneurship is a key pathway to economic growth and an alternative route for those who may not be a good fit for job placement in traditional corporate “9 to 5” or small business environments. Staff has identified an entrepreneurship training and coaching program offered by Sunshine Enterprises that has the potential to launch Evanston-based startups founded by our targeted population. Sunshine Enterprises helps low-income entrepreneurs build strong businesses that provide income and employment to owners, strengthen families, and contribute to the economic health of communities. The program “supports women, minorities, immigrants and other traditionally marginalized populations to start and grow successful businesses by investing in the entrepreneurial spirit that already exists in distressed communities.”

Overall goals for the program include jobs created, new business generated, and existing businesses being strengthened or expanded all in order to help empower families to lift out of poverty.

Sunshine Enterprises has implemented a successful launch of the Rising Tide Capital Community Business Academy program in Chicago’s Woodlawn Neighborhood. Sunshine Enterprises is the first licensee of Rising Tide Capital of Jersey City, NJ. As summarized on the Rising Tide Capital website, “The Community Business Academy (CBA) is an intensive course in basic business management and planning, where entrepreneurs gain hands-on familiarity with the fundamental concepts, tools, and skills needed to plan and run a successful business. The Community Business Academy is designed specifically for the start-up entrepreneur with little or no business experience or someone in the process of growing a micro-business.”

As summarized in Sunshine Enterprises economic development funding application attached, the core programs are broken into two main components. The Community Business Academy comprises a twelve-session, 36-hour course in business planning and management, taught by experienced instructors in a hands-on environment. Graduates then enter into Business Acceleration Services to receive year-round coaching from experienced small business owners. These coaches work individually with entrepreneurs to help them set goals, develop action steps, and identify and overcome obstacles to success.

The program also includes a schedule of advanced seminars, master classes, and networking events with marketplace and industry experts. When entrepreneurs are ready for financing, SE helps them prepare financial documentation and refine business plans, and connects them to a network of local micro-lending partners.

Sunshine Enterprises launched a pilot Evanston-based program on September 26, 2015 serving a cohort of twenty Evanston residents. Sunshine Enterprises has hired Robin Simmons as the local liaison to help identify local entrepreneurs and to coordinate and teach the weekly entrepreneurship curriculum. The classes are taught on Saturday mornings at the Civic Center. The fall 2015 calendar of classes is attached.
The Economic Development Committee voted unanimously 8-0 on December 3, 2015 to recommend approval of the program and funding of $50,000 for the Winter 2016 cohort with the opportunity to request funding for two additional cohorts based on performance.

Attachments:
Resolution 118-R-15
Grant Agreement with Sunshine Gospel Ministries
Sunshine Enterprises Economic Development Assistance Application
A RESOLUTION

Authorizing the City Manager to Execute a CDBG Grant Agreement with Sunshine Gospel Ministries d/b/a “Sunshine Enterprises”

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 and directed to sign a grant agreement between the City and Sunshine Gospel Ministries, an Illinois not-for-profit corporation, d/b/a “Sunshine Enterprises” attached hereto as Exhibit 1 and incorporated herein by reference (the “Agreement”).

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement as he may determine to be in the best interests of the City.

SECTION 3: This Resolution 118-R-15 shall be in full force and effect from and after its passage and approval in the manner provided by law.

________________________
Elizabeth B. Tisdahl, Mayor

Attest:

________________________
Rodney Greene, City Clerk

Adopted: ____________________, 2015
This AGREEMENT is made on this _____ day of ____________ 2015, by and between the City of Evanston, an Illinois Municipal Corporation (hereinafter “CITY”) and the Sunshine Gospel Ministries, an Illinois not-for-profit corporation, d/b/a “Sunshine Enterprises” (hereinafter “SUBRECIPIENT”).

RECITALS

WHEREAS, the program described herein is being funded by a Grant from the City of Evanston, Illinois as part of the City’s Community Development Block Grant (CDBG) program, which is authorized under Title I of the Housing and Community Development Act of 1974, as amended, and the City will utilize CDBG funds from 2011 – 2013 to fund the program; and

WHEREAS, it has been determined by the City that an economic development opportunity exists which warrants funding to Subrecipient from the City’s CDBG program fund; and

WHEREAS, the Grantee requested funding for workforce development cohort program focused on providing services to minorities and women with intensive courses in basic business management and planning, where entrepreneurs gain hands on familiarity with fundamental concepts, tools and skills needed to plan and run a business; and

WHEREAS, the Grantor has authorized an expenditure of up to $50,000 as a grant to Grantee to pay a portion of the expected project budget to host the workforce development cohorts in Evanston for primarily Evanston residents, under such terms and conditions that are prescribed by the Grantor below; and

WHEREAS, the City Council approves Grantee for participation and funding under this Grant Agreement, subject to the terms and conditions of the Agreement, and

NOW, THEREFORE, the CITY and the SUBRECIPIENT, in consideration of the mutual covenants set forth below, hereby agree as follows; having first found the foregoing recitals as fact:

AGREEMENT

I. APPENDICES TO AGREEMENT: All Appendices (A through C) attached to this Agreement are incorporated and made a part of this Agreement as referenced herein. SUBRECIPIENT agrees to abide by and follow all terms and conditions as set forth in said Appendices.

II. WORK TO BE PERFORMED BY SUBRECIPIENT: In exchange for receiving CDBG grant funds from the CITY for the Workforce Development Cohort Program (hereinafter “Program”), the SUBRECIPIENT shall be responsible for administering the Program as described in Appendix A in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds. SUBRECIPIENT commits to
the program goals, including the number of people to be served, number of participants who are expected to be Evanston residents and who are expected to meet HUD definition of low-or-moderate-income-persons, and outcome measures as outlined in Appendix A. Subrecipient warrants that it will complete income certifications for the participants in the cohort Program. SUBRECIPIENT agrees to expend the total amount of CDBG funds covered in this Agreement solely for the agreed upon activities and in accordance with the conditions outlined in this Agreement and the budget in Appendix B.

III. **GENERAL COMPLIANCE WITH APPLICABLE LAWS**: SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning Community Development Block Grants). The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement.

SUBRECIPIENT additionally agrees to comply with any changes issued to the CITY’s CDBG program by HUD. SUBRECIPIENT understands that changes issued to the CITY’s CDBG program by HUD may materially alter the terms of this Agreement.

IV. **LENGTH OF AGREEMENT**: The term of this Agreement shall begin no sooner than January 1, 2016 and end on April 31, 2016 or one cohort term (whichever is shorter). Payment of CDBG grant funds by the CITY to the SUBRECIPIENT shall occur for eligible services and/or activities performed by the SUBRECIPIENT during the term of this Agreement unless this Agreement has been extended. This Agreement may be extended by written mutual agreement between the CITY and SUBRECIPIENT for a specific period of time as long as the SUBRECIPIENT is performing in accordance with the terms of the Agreement. SUBRECIPIENT understands that the amount of appropriation will not change as a result of any extension.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including any program income.

V. **AMOUNT OF APPROPRIATION**: The total appropriation of CDBG funds for the Program shall be for an amount not to exceed Fifty Thousand and no/100 dollars ($50,000.00). The SUBRECIPIENT understands that the amount of this appropriation may be adjusted during the program year due to funding alterations made by the United States Congress, HUD, and/or the CITY. Any new local appropriations shall occur upon approval by the Economic Development Committee and the Evanston City Council. SUBRECIPIENT understands that the awarding of the grant under this Agreement in no way implies the continued financial support of the program or services of the SUBRECIPIENT by the CITY beyond the specific period of this Agreement.

VI. **PAYMENT OF CDBG FUNDS TO SUBRECIPIENT**: The CITY agrees to fund the Program in the form of a grant in a total amount not to exceed Fifty Thousand and no/100 dollars ($50,000.00). Such funds shall be paid to the SUBRECIPIENT according to the schedule in Appendix C. The CITY CANNOT disperse any grant funds until this Agreement has been executed by both parties (24 CFR Sec. 570.503 (a)).

a. The SUBRECIPIENT understands that this Agreement is for a Public Services Program and that payments shall be made per the schedule in Appendix C.
b. The SUBRECIPIENT understands that disbursement will be contingent upon the SUBRECIPIENT ensuring compliance with any applicable federal, state, and CITY requirements.

c. No disbursement will be made by the CITY unless all required reports (including beneficiary, performance, financial and narrative reports) have been submitted and approved by CITY staff. Payment may be withheld pending receipt and approval of all required documentation.

d. The disbursements shall not exceed $2,500 per student, for a total of $50,000 per cohort session of Grantee’s training program. If Grantee enrolls less than 75% of Evanston based business as participants in the cohort, the funding for that cohort will be reduced proportionally. For example, if there are 18 registrants in a cohort session and more than 5 people are not Evanston residents or Evanston based businesses, the funding will be reduced by $2,500 per student under the threshold level of 75% must be Evanston residents or individuals with Evanston based businesses and reside outside of Evanston.

e. Disbursements shall be according to the schedule outlined in Appendix C: The City shall disburse Grant funds to Grantee no later than ten (10) business days after the Manager receives proof, which he/she deems satisfactory in his/her discretion, that: Grantee has enrolled Evanston residents or individuals with Evanston based businesses in cohort for the Project.

VII. SUSPENSION OR TERMINATION:

a. Suspension or Termination by CITY: The SUBRECIPIENT understands and agrees that if SUBRECIPIENT materially fails to comply with any or all provisions of this Agreement, the CITY may in its sole discretion suspend or terminate this Agreement.

1. Material non-compliance includes, but is not limited to, the following:
   i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
   ii. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
   iii. Ineffective or improper use of funds provided under this Agreement; or
   iv. Submission of reports by the SUBRECIPIENT to the CITY that is late, or incorrect or incomplete in any material respect.

2. As a result of material non-compliance, the CITY may take one or more of the following actions:
   i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT. More severe enforcement action may be undertaken by the CITY if the deficiency is not corrected;
   ii. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
   iii. Wholly or partially suspend or terminate the current award for the SUBRECIPIENT’s program;
   iv. Withhold further awards for the program; or
v. Take other remedies that may be legally available including, but not limited to, seeking compensatory and/or liquidated damages for breach of this Agreement, or injunctive or equitable relief in any court of competent jurisdiction.

b. Termination for Convenience by CITY or SUBRECIPIENT: Either the CITY or the SUBRECIPIENT may terminate the award of funds under this Agreement in whole or in part if either determines that the goals indicated in the SUBRECIPIENT’s proposal cannot be met. Termination is effected by the initiating party upon receipt of written notification by the other party setting forth: (1) the reasons for termination; (2) the effective date of termination; and (3) the portion to be terminated, in the case of partial termination. In the case of partial award termination, if the CITY in its sole discretion determines that the remaining portion of the award will not accomplish the purposes for which the award was made, it may terminate the entire award.

VIII. REGULAR MEETING REQUIREMENT: SUBRECIPIENT agrees to meet on a regular basis with the designated staff member of the CITY’s Community Development Department to discuss general and/or specific issues of this Agreement and to review the required reports. Furthermore, SUBRECIPIENT agrees to cooperate fully in any monitoring program, including on-site monitoring, developed, implemented or conducted by the CITY or by HUD.

IX. RECORD REQUIREMENTS: SUBRECIPIENT shall provide the CITY, HUD, the Inspector General of the United States or any of their duly authorized representatives, access to any books, documents, papers and records of the SUBRECIPIENT which pertain to the CDBG-funded program for the purpose of monitoring, making audits, examinations, excerpts, transcripts and photocopying.

a. SUBRECIPIENT shall be required to maintain all required records for a minimum of five (5) years after the SUBRECIPIENT’s final audit and program close out by the CITY. SUBRECIPIENT shall establish and maintain a project file that contains the following sections:
   1. General project correspondence and related items.
   2. Financial source documentation and associated transactional documentation.
   3. Procurement procedures and associated documents.
   4. Compliance with applicable State and Federal regulations.
   5. Program reports.
   6. Documentation of persons benefiting from grant activities, including race/ethnicity and income to substantiate achievement of the CDBG National Objective of benefitting primarily persons of low and moderate income.
   7. Personnel actions.
   8. Acquisition and disposition of property.

b. The records which, at a minimum, must be maintained are as follows:
1. **Financial Records:** The SUBRECIPIENT shall, at a minimum, maintain the following records for each grant received under separate agreement from the CITY:
   i. **Cash Receipts Register:** For recording of funds received in connection with the grant program.
   ii. **Cash Disbursements Register:** For recording checks issued for the withdrawal of funds from the agency's CDBG account(s). All disbursements must be supported by appropriate documentation (e.g.: payroll records, invoices, contracts, etc.) demonstrating the nature and use of each payment and showing approval of the program director or other authorized official. In addition, the SUBRECIPIENT agrees to provide to the CITY such financial reports and additional source documentation as the CITY may reasonably require and to comply with such reasonable additional financial control procedures as may be required to be retained in files maintained by the SUBRECIPIENT.
   iii. **Payroll Records:** A basic time and activity tracking system shall be maintained to substantiate the services and/or staff time charged to the project. This should include time sheets documenting each person's total time and time charged against the grant; time sheets must be signed by both the employee and authorized supervisor of the employee.

2. **Economic Development Reporting:**
   i. **Income:** Cohort Program participant incomes;
   ii. **Summary of Program participant businesses:** include a status of business, plan for ongoing business acceleration, services support (if applicable), and/or explanation for no further support (if applicable).
   iii. The reporting will include the number of new, expanded and strengthened businesses started by participants. Strengthened businesses means a significant tangible project that makes measurable improvements in the business that will lead to increased revenue, profitability and sustainability. Expanded businesses shall mean the business increases in revenue, creates new jobs, moves employees from part-time to full-time employees, or upgrades its physical location from home-based to leased commercial/retail space. New Jobs created is defined as full-time equivalency calculation of new full-time, part-time and temporary jobs created during a year by a business for its owner or non-owner employees.

3. **Property Records:** A record shall be maintained for each item of non-expendable property (over $200) acquired for the program. The record shall include: (1) description (including model and serial number) of the property; (2) the date of acquisition; and (3) the acquisition cost (showing the percentage of the total costs paid for out of this grant.)

Additionally, a physical inventory shall be taken annually and reconciled with the inventory sheet. To ensure compliance with Federal requirements relating to the sale or disposition of real or personal property acquired through CDBG funds, the CITY shall be notified upon the intent to sell or
otherwise dispose of such property. Any sale or other disposition must have approval of the CITY prior to affecting the transaction. Proceeds from such sale shall be considered program income, and must be returned to the CITY per instructions noted in Paragraph XXI of this Agreement.

X. **REPORTING REQUIREMENTS:** The SUBRECIPIENT agrees to provide the CITY Community Development Department and the CITY Housing & Community Development Act Committee with regular reports described below per the schedule in Appendix C, and any other reports which may be required by the CITY’s CDBG Program. Any additional requests for funding shall be made before the Economic Development Committee.

SUBRECIPIENT agrees to provide the CITY with documents pertaining to: (1) procedures; (2) copies of all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement; and (3) (if applicable) regularly updated schedule of program activities.

a. **REPORTING:** Reports shall be submitted to staff by the SUBRECIPIENT throughout the term of the Program. See Appendix C for report due dates. All reports and required attachments may be viewed by members of the Housing & Community Development Act Committee.

1. The CITY reserves the right to withhold any of the SUBRECIPIENT’s scheduled payments until such time as the CITY receives the SUBRECIPIENT’s financial progress and performance reports.

2. Improperly prepared reports will not be accepted. Subsequent payments may be held pending receipt of accurate information together with any required source documentation. Upon receipt of improperly prepared or erroneous reports, field audit procedures may be initiated to evaluate the financial management, control and record keeping procedures utilized by the SUBRECIPIENT. In addition, the CITY’s Housing & Community Development Act Committee may be notified and the CITY may require a meeting with the Executive Board of the SUBRECIPIENT to correct the situation.

3. SUBRECIPIENT understands that a pattern of late, improper, or erroneous reporting could be grounds for termination of this Agreement at the CITY’s sole discretion.

4. The CITY reserves the right to make appropriate adjustments for any funds previously paid out by the CITY but unexpended by the SUBRECIPIENT.

5. Reports shall consist of the following information:

   i. **Beneficiary Demographic data:** Client statistics (i.e., number of people served, their race/ethnicity and incomes) for the report period.

   ii. **Program Accomplishments and Narrative:** Indicating progress against program goals as outlined in Appendix A, and additional information in narrative format that elucidates program accomplishments, describes any unanticipated results, etc.

   iii. **Financial Report:** Indicating the budgeted expenses and revenues consistent with the 2013 appropriation for the grant project as shown in Appendix B and the actual revenues and expenditures for the period covered by the report.
iv. **Supporting documentation:** All program expenditures charged to the CDBG grant shall be supported with source documentation. Documentation may include copies of paid invoices, receipts, and time sheets signed by each employee paid with CDBG funds. Other documentation may be required by the CITY to document the amount expended in the report period.

XI. **ANNUAL AUDIT:** The CITY’s Housing & Community Development Act Committee requires that all SUBRECIPIENTS prepare and submit to the CITY an audit of the financial records of the SUBRECIPIENT pertaining to the receipt and use of CDBG funds as required by OMB circular A-133. If the SUBRECIPIENT receives federal funds from sources other than the CITY's CDBG program, a combined single audit is permissible, provided said audit clearly identifies the amount of CITY CDBG funds received, the amount expended and encumbered, and the purposes of the expenditures. The CITY shall have the right to review and modify the scope of said audit. Said audit of CDBG funds shall encompass and be limited to the term of this Agreement. SUBRECIPIENT is responsible for clearly identifying and accounting for funds received and expended during separate program years; that is, an individual audit must distinguish expenditures and encumbrances made against funds received under separate Grant Agreements, particularly if the SUBRECIPIENT and the CITY operate under different fiscal years.

XII. **ALTERNATIVE FUNDING REPORTING REQUIREMENT:** SUBRECIPIENT shall promptly notify the CITY if the SUBRECIPIENT receives funding (full or partial) that is incremental to the program budget from any and all sources for the performance of activities outlined under this Agreement. The SUBRECIPIENT further understands that the amount granted by the CITY may be reduced by the amount of such alternative funding.

XIII. **LINE ITEM BUDGET:** The SUBRECIPIENT shall obtain written permission from the CITY staff member prior to any change (increase or decrease) of ten percent (10%) of the line item's budget or $500, whichever is less, to any account under the SUBRECIPIENT's line item budget which is attached hereto and identified as Appendix B. In order for the CITY to approve such a request, SUBRECIPIENT's written request shall contain, at a minimum: (1) the reason and justification for the change; (2) the amounts to be changed; and (3) a description of which line items are affected. Changes made without the CITY’s prior approval may result in non-reimbursement of expenditures from those affected line items.

XIV. **NON-DISCRIMINATION:** SUBRECIPIENT agrees that no person shall, on the grounds of race, color, sex, age, national origin, religious creed, financial status, sexual orientation, or disability be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the SUBRECIPIENT receives financial assistance from or through the CITY.

SUBRECIPIENT agrees to comply with: Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Title VII of the Civil Rights Act of 1968 (P.L. 90-284); Section 104(b) and Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of
1990, the Age Discrimination Act of 1975; Executive Order 11246, as amended and
Executive Order 11063 as amended.

SUBRECIPIENT agrees to include a statement of its non-discrimination policy in any
printed or electronic information released to the public regarding Program activities.

XV. EQUAL OPPORTUNITY POLICY/AFFIRMATIVE ACTION PLAN/CURRENT POLICY
SETTING BODY INFORMATION: Pursuant to City Council Ordinance 24-R-79, the
SUBRECIPIENT shall ensure the following documents have been provided to CITY staff:

a. A copy of its policy on equal opportunity employment and a copy of its most
current Affirmative Action Plan.

b. The names and addresses of the current members of the Board of Directors or
policy-setting body.

XVI. WORKERS’ COMPENSATION: The SUBRECIPIENT shall provide Workers’
Compensation Insurance coverage for all of its employees involved in the performance
of this Agreement.

XVII. CHANGE IN REAL PROPERTY USE BY SUBRECIPIENT: SUBRECIPIENT may not
change the use or planned use (including the beneficiaries of such use) of any real
property acquired or improved in whole or in part using CDBG funds from that for which
the acquisition or improvement was made unless the SUBRECIPIENT provides affected
citizens and the CITY with reasonable notice of, and opportunity to comment on, any
such proposed change, and either:

a. The new use of such property qualifies as benefiting primarily low and moderate
income persons, as determined at the CITY’s sole discretion; or

b. If the SUBRECIPIENT determines, after consultation with the CITY and affected
citizens, that it is appropriate to change the use of the property to a use which
does not benefit primarily low and moderate income persons, the SUBRECIPIENT
may retain or dispose of the property for such use if the CITY’s CDBG program is
reimbursed in the amount of the current fair market value of the property less any
portion thereof attributable to expenditures of non-CDBG funds for acquisition of,
and improvements to, the property.

This requirement shall be in force during the term of this Agreement and for five
years following this Agreement’s expiration date.

XVIII. INDEMNITY: SUBRECIPIENT hereby assumes liability for and agrees to protect, hold
harmless and indemnify the CITY and its assigns, officers, directors, employees, agents
and servants from and against any and all liabilities, obligations, losses, damages,
penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses
and disbursements, including legal fees and expenses, of whatever kind and nature,
imposed on, incurred by or asserted against the CITY, its successors, assigns, officers,
directors, employees, agents and servants, in any way relating to or arising out of any of
the following or allegations, claims or charges of any of the following:

a. The use or application of the Grant proceeds;

b. The violation by the SUBRECIPIENT of any of its covenants or agreements under
the Agreement;
c. Any tort or other action or failure to act done in connection with the performance or operation of the Program;
d. Any act or failure to act of any officer, employee, agent or servant of the SUBRECIPIENT;
e. Any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the Program.

The CITY agrees to notify the SUBRECIPIENT in writing of any claim or liability which the CITY believes to be covered under this paragraph. The CITY shall tender, and SUBRECIPIENT shall promptly accept tender of, defense in connection with any claim or liability in respect of which SUBRECIPIENT has agreed in writing that based on the claim or liability the CITY is entitled to indemnification under this paragraph; provided, however, that the counsel retained by SUBRECIPIENT to defend the CITY shall be satisfactory to the CITY; and that the CITY shall be kept fully informed of the status of the proceeding. In the event that the SUBRECIPIENT, within ten (10) days after receipt of notice from the CITY of a claim or liability which the CITY believes to be covered under this paragraph, fails to advise the CITY in writing that the SUBRECIPIENT agrees that the CITY is entitled to indemnification under this paragraph based on the claim or liability, the CITY, without waiving or prejudicing any claim or right it may have to indemnification, under this paragraph (including the recovery of legal fees and expenses), may retain its own counsel and present its own defense in connection with such claim or liability.

The CITY shall not settle or compromise any claim, suit, action or proceeding in respect of which the SUBRECIPIENT has agreed in writing that the CITY is entitled to indemnification under this paragraph. Notwithstanding anything in the Agreement to the contrary, the indemnities contained in this paragraph shall survive the termination of the Agreement.

XX. INSURANCE AND BONDING: SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any CDBG cash advances. SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

XX. NON-PARTICIPATION BY CERTAIN PERSONS: SUBRECIPIENT agrees to exclude the following persons from participation in any aspect of this Agreement:

a. SUBRECIPIENT agrees to not allow any member of, or delegate to, the United States Congress any share or part of this Agreement or to allow any benefit to arise from same.

b. SUBRECIPIENT further agrees that no officer, employee, designee, agent or consultant of the CITY or the SUBRECIPIENT or member of the governing body of the CITY who exercises any functions or responsibilities with respect to the CITY’s CDBG program during his tenure or for one (1) year thereafter, will have any direct or indirect interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the Project assisted under this Agreement. The SUBRECIPIENT shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such
interest in conformance with the provisions of and pursuant to the purposes of this section. The provisions of 24 CFR Part 570.611, "Conflict of Interest" shall apply to the SUBRECIPIENT.

c. Copeland “Anti-kickback” Act. – Any Contractor paid in full or part with CDBG funds will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3) that states whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

XLI. **PROGRAM INCOME**: Program income shall herein be defined as gross income received by the SUBRECIPIENT directly derived or generated from the use of CDBG funds. When income is generated by an activity that is partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used, and returned to the CITY's CDBG program or as otherwise specified herein in the approved proposal. Program income includes, but is not limited to, the following:

a. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
b. Proceeds from the disposition of equipment purchased with CDBG funds;
c. Gross income from the use or rental of real or personal property acquired, constructed or improved by the SUBRECIPIENT with CDBG funds, less the costs incidental to the generation of such income;
d. Payments of principal and interest on loans made using CDBG funds;
e. Proceeds from the sale of obligations secured by loans made with CDBG funds;
f. Interest earned on funds held in a revolving fund account; and

g. Interest earned on program income pending disposition of such income.

SUBRECIPIENT understands and agrees that all program income shall be the property of the CITY, which shall have the exclusive right to determine the use and disposition of said income. SUBRECIPIENT will remit said income to the CITY. Said remittance shall be submitted annually and accompany the Final Report.

Program income is to be: (check one)

_____ X _____ 1) returned to the CITY at times determined by the CITY; or

_________________________ 2) retained by SUBRECIPIENT to undertake the following activities:

If retained by SUBRECIPIENT, all activities undertaken with the use of said income will be governed by all provisions of this Agreement. All program income, regardless of source, shall be substantially disbursed for any or all eligible CDBG activities undertaken by the SUBRECIPIENT before additional cash payments are made to the SUBRECIPIENT from the CITY (pursuant to CDBG regulations at 24 CFR Sec. 570.504 (c)). Any income on hand when this Agreement expires or received after such expiration shall be paid to the CITY upon request.
XXII. **RETURN OF UNEXPENDED FUNDS:** SUBRECIPIENT agrees to return to the CITY any and all unexpended and/or unencumbered grant funds upon the completion or termination of the Program:

a. If the work program cannot be completed, or if SUBRECIPIENT ceases to function as an operating entity, SUBRECIPIENT agrees to return to the CITY any and all unexpended and/or unencumbered grant funds.

b. Within fifteen (15) days after the closing date of this Agreement, the SUBRECIPIENT shall submit to the CITY expenditure reports and documentation of all expenses or encumbrances during the time period covered by this Agreement. The CITY will then compare these expenditures with the amount of disbursements issued to the SUBRECIPIENT by the CITY. Disbursement of any final payment, if any, under the Agreement shall not be made until such a comparison has been completed to the CITY’s satisfaction.

1. If said expenditures and encumbrances are greater than the disbursements made to the SUBRECIPIENT, the CITY will issue a check to the SUBRECIPIENT for an amount equal to this difference, up to the amount of the authorized grant set forth in this Agreement.

2. If said expenditures and encumbrances are less than the disbursements, the CITY shall withhold the difference from any final payment to the SUBRECIPIENT. If after withholding any such difference, the expenditures and encumbrances are still less than the disbursements, the SUBRECIPIENT shall promptly pay to the CITY a check for the difference of these sums.

c. Funds paid to SUBRECIPIENT in excess of the amount to which the SUBRECIPIENT is finally determined to be entitled constitute a debt to the CITY. If not paid as stipulated in the preceding paragraphs, the CITY may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements under this or other contractual agreements with the SUBRECIPIENT;

2. Withholding advance payments otherwise due the SUBRECIPIENT; or

3. Other action permitted by law.

d. A final adjustment will be made to reconcile with the completed audit or Final Grant Report of CDBG expenditures within thirty (30) days of the submission of audit to the CITY. Subsequent grant payments or awards will be withheld until audit or grant report is completed for the current year. Only the City Manager can release funds if audit or grant report is not reconciled.

XXIII. **INDEPENDENT CONTRACTOR:** SUBRECIPIENT shall be and act as an independent contractor and not as a partner, joint venturer, or agent of the CITY and shall not bind nor attempt to bind CITY to any contract. SUBRECIPIENT is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Worker’s Compensation Insurance. SUBRECIPIENT agrees to defend, indemnify and hold the CITY harmless from any and all claims, damages, liability, attorney’s fees and expenses on account of: (1) a failure or an alleged failure by SUBRECIPIENT to satisfy any such obligations; or (2) any other action or inaction of SUBRECIPIENT.

SUBRECIPIENT shall also comply with the following provisions of the following attachments to OMB Circular No. A-110, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations” or the related CDBG program provision, as specified in this paragraph:

a. Subpart A – “General”;
b. Subpart B – “Pre-Award Requirements,” except for paragraph 84.12, “Forms for Applying for Federal Assistance”;
c. Subpart C – “Post-Award Requirements,” except for:
   1. Section 84.22, “Payment Requirements.” The CITY shall follow the standards of paragraph 85.20(b)(7) and 85.21 in making payments to SUBRECIPIENT;
   2. Section 84.23, “Cost Sharing and Matching”;
   3. Section 84.24, “Program Income.” In lieu of paragraph 84.24, SUBRECIPIENT shall follow CDBG program regulations at 570.504 regarding Program Income;
   4. Section 84.25, "Revision of Budget and Program Plans”;
   5. Section 84.32, "Real Property." In lieu of 84.32, CDBG SUBRECIPIENT shall follow CDBG program regulations at 570.505, Use of Real Property;
   6. Section 84.34(g) "Equipment." In lieu of the disposition provisions of paragraph 84.34(g), the following applies:
      i. In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
      ii. Equipment not needed by the SUBRECIPIENT for CDBG activities shall be transferred to the CITY for the CDBG program or shall be retained after compensating the recipient;
   7. Section 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring the Reporting Program Performance”;
   8. Section 84.52, "Financial Reporting”;
   9. Section 84.53(b), "Retention and Access Requirements for Records," applies with the following exceptions:
      i. The retention period referenced in paragraph 84.53(b) pertaining to individual CDBG activities shall be five years following grant close out; and
      ii. The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
10. Section 84.61 “Termination”. In lieu of the provision of 84.61, SUBRECIPIENT shall comply with 570.503(b)(7) Suspension and Termination; and
d. Subpart D - "After-the Award Requirements", except for paragraph 84.71, "Closeout Procedures."

XXV. COMPLIANCE WITH FIRST AMENDMENT CHURCH/STATE PRINCIPLES:
SUBRECIPIENT agrees to comply with the First Amendment Church/State Principles which state that CDBG funds may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. The following restrictions and limitations apply to the use of CDBG funds:

a. As a general rule, CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the CITY that, in connection with the provision of such services:
1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

b. Where the public services provided under paragraph a of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitutes in dollar terms only an incidental portion of the CDBG expenditure for the public services.

XXVI. CERTIFICATION: To the best of its knowledge or belief, the SUBRECIPIENT certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit
Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, agreements) and that all sub awardees shall certify and disclose accordingly; and

d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering this Agreement pursuant to Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XXVII. **SEVERABILITY**: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XXVIII. **SECTION HEADINGS AND SUBHEADINGS**: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XXIX. **WAIVER**: The CITY’s failure to act with respect to a breach by the SUBRECIPIENT does not waive the CITY’s right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XXX. **ENTIRE AGREEMENT**: This Agreement constitutes the entire agreement between the CITY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this Agreement.

XXXI. **NOTICES**: All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or on the fifth (5th) day after mailing if sent by registered or certified mail, return receipt requested, first-class postage prepaid, as set forth below. Faxed or emailed communications are a convenience to the parties, and not a substitute for personal or mailed delivery.

a. if the CITY, to: Nora Holden-Corbett
   Grants & Compliance Specialist
b. if the SUBRECIPIENT, to: Sunshine Gospel Ministries
501 E. 61st Street
P.O. Box 377939
Chicago, Illinois 60637

XXXII. CHANGES TO AGREEMENT: The CITY and the SUBRECIPIENT agree that any and all alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]
Project Narrative

Sunshine Enterprises (SE) helps low-income entrepreneurs build strong businesses that provide income and employment to owners, strengthen families, and contribute to the economic health of communities. SE, having begun under Sunshine Gospel Ministries of Chicago in 2012, is the first licensee of Rising Tide Capital of Jersey City, NJ.

The core programs are broken into two main components. The Community Business Academy (CBA) comprises a twelve-session, 36-hour course in business planning and management, taught by experienced instructors in a hands-on environment.

CBA graduates then enter into Business Acceleration Services (BAS) to receive year-round coaching from experienced small business owners. These coaches work individually with entrepreneurs to help them set goals, develop action steps, and identify and overcome obstacles to success.

The program also includes a schedule of advanced seminars, master classes, and networking events with marketplace and industry experts. When entrepreneurs are ready for financing, SE helps them prepare financial documentation and refine business plans, and connects them to a network of local micro-lending partners.

Overall goals for the program include jobs created, new business generated, and existing businesses being strengthened or expanded all in order to help empower families to lift out of poverty.

The target population for Evanston is low-to-moderate individuals, with a geographic focus on west Evanston. While Sunshine currently conducts a pilot CBA program once a week out of the Evanston Civic Center, the goal is to move programs into the Gibbs-Morrison Cultural Center by 2016.

Business Acceleration Services will be available for CBA graduates upon commencement for each cohort. Advanced workshops and seminars will also be offered in conjunction with CBA.

Start Something Challenge (SSC) was started and organized by Rising Tide Capital in New Jersey as a pitch competition for local entrepreneurs providing opportunity for capital, networking, and exposure for their businesses. As part of the challenge, participants receive hands-on coaching and mentoring in order to perfect an elevator pitch and ensure better chances of winning the competition. Funded by a network of corporate sponsors and investors, SSC runs twice a year.
with prizes of $10,000, $7500, and $5000 respectively going to the 1\textsuperscript{st}, 2\textsuperscript{nd} and 3\textsuperscript{rd} place finalists.

Sunshine Enterprises plans to conduct its own Start Something Challenge in 2016 and is working with Rising Tide Capital on strategy and implementation.

* All program activities predicated on successful outreach and marketing strategy being implemented in the preceding quarter. This work has already begun and will continue throughout the contract period.
**Summary of Key Project Milestones**

Below is a timetable of activities for the current year, followed by a proposed timetable for 2016. Additional descriptions are below for related activities and projected program outcomes.

### 2015 Timeline

- **CBA Pilot Program**
  - Began 9/26/15 with 15-20 participants for 12 weeks. Program participants begin BAS program by January 2016.

### 2016 Timeline

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Quarter</td>
<td>1st Quarter – CBA Cohort → BAS <strong>Funding is only for the 1st Quarter.</strong></td>
</tr>
<tr>
<td>2nd Quarter</td>
<td>2nd Quarter – CBA Cohort → BAS</td>
</tr>
<tr>
<td>3rd Quarter</td>
<td>3rd Quarter – CBA Cohort → BAS</td>
</tr>
</tbody>
</table>

**Funding is only for the 1st Quarter.**
Summary of Key Project Milestones

**Program Outcomes**

SE performs quarterly and annual quantitative outcome measurement focusing on four key metrics:

1. **Number of New Businesses Started**: Defined as an individual actively engaged in selling a product or service, generating sales.
2. **Number of Businesses Strengthened**: Defined as a business that successfully completes a significant, tangible project with CBA (such as developing a new website) that makes measurable improvements in the business that will lead to increased revenue, profitability, and sustainability.
3. **Number of Businesses Expanded**: Defined as a business that increases in revenue, creates new jobs, moves from part-time to full-time, or upgrades its physical location from home-based to leased commercial/retail space.
4. **Number of New Jobs Created**: Defined as a full-time equivalency (FTE) calculation of new full-time, part-time, and temporary jobs created during a year by a business for its owner or non-owner employees.

**2014-2015 Outcomes Metrics.**

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2015</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Served</td>
<td>60</td>
<td>110</td>
<td>170</td>
</tr>
<tr>
<td>In Business</td>
<td>23</td>
<td>53</td>
<td>76</td>
</tr>
<tr>
<td>Planning Stages</td>
<td>11</td>
<td>43</td>
<td>54</td>
</tr>
<tr>
<td>Other Path</td>
<td>4</td>
<td>14</td>
<td>18</td>
</tr>
<tr>
<td>New Business Starts</td>
<td>3</td>
<td>8</td>
<td>11</td>
</tr>
<tr>
<td>Jobs Created</td>
<td>11</td>
<td>23</td>
<td>34</td>
</tr>
</tbody>
</table>

Approximately 48% of our clients are currently in business, while another 39% are in the planning stages to begin business operations. We would anticipate over time that outcomes for Evanston participants would follow a similar trajectory. Further, we’d partner with the City to help local entrepreneurs identify retail establishment opportunities in areas targeted for economic revitalization.

**2016 Projected Outcomes Metrics.**

<table>
<thead>
<tr>
<th>Beneficiaries</th>
<th>SE South</th>
<th>SE Evanston</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Served</td>
<td>80</td>
<td>60</td>
<td>140</td>
</tr>
</tbody>
</table>

(41 residents)

2 Evanston residents from Cohort 3 were also in Cohort 1. (pg. 129)
<table>
<thead>
<tr>
<th>Category</th>
<th>In Business</th>
<th>Planning Stages</th>
<th>Other Path</th>
<th>New Business Starts</th>
<th>Jobs Created</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>40</td>
<td>32</td>
<td>8</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td></td>
<td>30 ?</td>
<td>6 ?</td>
<td>6 1</td>
<td>12 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>70</td>
<td>14</td>
<td>14</td>
<td>28</td>
</tr>
</tbody>
</table>

*Projections are based on average outcomes experienced to date and the numbers are projected for three cohorts and this funding agreement is for one cohort only.*

---

**ELIGIBLE NEW BUSINESS STARTS REPORTED:**
1 Eligible: Jennifer’s Edibles from 2016 Cohort 1

**NONELIGIBLE NEW BUSINESS STARTS REPORTED**
Eye Boutique (Owner:Business was not a City CDBG-funded beneficiaries, according to Sunshine’s reported rosters 2016 or 2017)
Body Works by Carla (Reported as a new brick & mortar business opening in 2016 on Central St. As of Feb. 2018, no documentation or record per City records)

**ELIGIBLE JOBS CREATED REPORTED**
1 Eligible: No qualifying documentation provided, but assumption that New Business Start is at least 1 job created

**NONELIGIBLE JOBS CREATED REPORTED**
Rue Simmons, Evanston resident, full-time employee of Sunshine Enterprises

No further documentation provided (per unredacted City Sunshine report records)
## CDBG PROGRAM BUDGET

### Subrecipient: Sunshine Gospel Ministries dba Sunshine Enterprises
**Program: Community Business Academy**

### Subrecipient: Sunshine Gospel Ministries dba Sunshine Enterprises
**Program: Community Business Academy**

<table>
<thead>
<tr>
<th>Program Expenses</th>
<th>Budget</th>
<th>CDBG Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>Business Accelerator Services provided</td>
<td>$10,333</td>
<td></td>
</tr>
<tr>
<td>Start Something Challenge</td>
<td>$8,333</td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$68,666.67</strong></td>
<td><strong>$50,000.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Funding</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDBG</td>
<td>$50,000</td>
</tr>
<tr>
<td><strong>1 FTE Hub Lead Trainer</strong></td>
<td></td>
</tr>
<tr>
<td>.3 FTE Hub assistant</td>
<td></td>
</tr>
<tr>
<td>.3 FTE Director of Strategy and Communications</td>
<td></td>
</tr>
<tr>
<td>.3 FTE Program Director</td>
<td></td>
</tr>
<tr>
<td>.2 FTE Executive Director</td>
<td></td>
</tr>
<tr>
<td>.2 Payroll/HR/Financial Coordinator</td>
<td></td>
</tr>
<tr>
<td>.2 Communications Assistant</td>
<td></td>
</tr>
<tr>
<td>Private Donations</td>
<td>$18,667</td>
</tr>
<tr>
<td>Business Accelerator Services provided</td>
<td></td>
</tr>
<tr>
<td>Start Something Challenge</td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$68,667</strong></td>
</tr>
</tbody>
</table>
Appendix C
City of Evanston 2014 CDBG Program
Schedule for Reporting and Disbursement of Funds

This Program will submit program and financial reports on a quarterly schedule. The payments will be in accordance with the schedule outlined below. Payments are contingent upon the execution of the SUBRECIPIENT AGREEMENT, receipt of program and financial reports, as well as source documents that substantiate CDBG-funded expenditures.

The reimbursement shall not exceed $2,500 per student, for a total of $50,000 per cohort session of Grantee’s training program. If Grantee enrolls less than 75% of individuals with Evanston based businesses and/or Evanston residents as participants in the cohort, the funding for that cohort will be reduced proportionally. For example, if there are 18 registrants in a cohort session and more than 5 people are not Evanston residents or have businesses that are based in Evanston, the funding will be reduced by $2,500 per student under the threshold level of 75% must be Evanston residents or Evanston based businesses of individuals residing outside of Evanston.

2016 Cohort Program Disbursement Schedule:

First Cohort: $25,000 at time of submission of registrants
$25,000 at the completion of the cohort session and submission of time and activity tracking report for the cohort
General Economic Development Assistance Funding Application

This application should be used when requesting funds from the Economic Development Fund, tax increment financing (TIF) districts, and Community Development Block Grants. Additional information may be required depending on the total amount and source of funding sought. Consult the overview document for more information.

General Business Information:

Sunshine Gospel Ministries dba Sunshine Enterprises
Company Name

501 East 61st Street Chicago, IL 60637
Address   City    State    Zip Code

Joel Hamernick, Executive Director    312.446.7264
Contact Person    Title    Phone Number

joel@sunshingospel.org    www.sunshineenterprises.com
Email Address    Website

EIN_____36-2317631_____________________________________
DUNS #_____6170238330000_________________________________

Do you already have a business in Evanston?    Yes    No

If yes, City of Evanston Business License No (or other state ID #): ________________

Do you have locations outside of Evanston?    Yes    No

If yes, attach additional page with other location information

Parent Company Information (if different from General Business Information)

__
Company Information

Business Industry: ________________________________

Current number of employees: __18

   Full time: ___10    Part time: ___8

Projected number of employees after funding: __21

   Full time: __12    Part time: __9

Average Annual Compensation (Full-Time Employees)

2014: ___________ 54,000
2015 (projected): ___________ 56,000
2016 (projected): ___________ 58,000

Estimated taxes and fees paid to Evanston 2014-2016:
# Table of Contents

Section 1. Project Summary and Funding Request ........................................................................... 5  
   Project Narrative ................................................................................................................................ 5  
   Summary of Key Project Milestones ............................................................................................ 6  
      Program Activities ......................................................................................................................................... 6  
      Program Outcomes ........................................................................................................................................ 7  
Section 2. Project Budget ....................................................................................................... 9  
Section 4. Business Plan ........................................................................................................... 10  
   Attachment A: CDBG Section 108 ............................................................................................... 12  
   Attachment B: CDBG Section 108 | Eligible Activities under §570.203 ......................... 13
Section 1. Project Summary and Funding Request

Project Narrative

Sunshine Enterprises (SE) helps low-income entrepreneurs build strong businesses that provide income and employment to owners, strengthen families, and contribute to the economic health of communities. SE, having begun under Sunshine Gospel Ministries of Chicago in 2012, is the first licensee of Rising Tide Capital of Jersey City, NJ.

The core programs are broken into two main components. The Community Business Academy (CBA) comprises a twelve-session, 36-hour course in business planning and management, taught by experienced instructors in a hands-on environment.

CBA graduates then enter into Business Acceleration Services (BAS) to receive year-round coaching from experienced small business owners. These coaches work individually with entrepreneurs to help them set goals, develop action steps, and identify and overcome obstacles to success.

The program also includes a schedule of advanced seminars, master classes, and networking events with marketplace and industry experts. When entrepreneurs are ready for financing, SE helps them prepare financial documentation and refine business plans, and connects them to a network of local micro-lending partners.

Overall goals for the program include jobs created, new business generated, and existing businesses being strengthened or expanded all in order to help empower families to lift out of poverty.

The target population for Evanston is low-to-moderate individuals, with a geographic focus on west Evanston. While Sunshine currently conducts a pilot CBA program once a week out of the Evanston Civic Center, the goal is to move programs into the Gibbs-Morrison Cultural Center by 2016.
Summary of Key Project Milestones

Below is a timetable of activities for the current year, followed by a proposed timetable for 2016. Additional descriptions are below for related activities and projected program outcomes.

Program Activities*

<table>
<thead>
<tr>
<th>2015 Timeline</th>
<th>2016 Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CBA Pilot Program</strong>&lt;br&gt;Begins Sep 26th with 15-20 participants for the next 12 weeks</td>
<td><strong>Pilot Program</strong>&lt;br&gt;commences on December 19th, followed by a graduation ceremony on December 21st</td>
</tr>
<tr>
<td><strong>1st Quarter – CBA Cohort → BAS</strong></td>
<td><strong>2nd Quarter – CBA Cohort → BAS</strong></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Business Acceleration Services will be available for CBA graduates upon commencement for each cohort. Advanced workshops and seminars will also be offered in conjunction with CBA.

Start Something Challenge (SSC) was started and organized by Rising Tide Capital in New Jersey as a pitch competition for local entrepreneurs providing opportunity for capital, networking, and exposure for their businesses. As part of the challenge, participants receive hands-on coaching and mentoring in order to perfect an elevator pitch and ensure better chances of winning the competition. Funded by a network of corporate sponsors and investors, SSC runs twice a year with prizes of $10,000, $7500, and $5000 respectively going to the 1st, 2nd and 3rd place finalists.

Sunshine Enterprises plans to conduct its own Start Something Challenge in 2016 and is working with Rising Tide Capital on strategy and implementation.

* All program activities predicated on successful outreach and marketing strategy being implemented in the preceding quarter. This work has already begun and will continue throughout the contract period.
Summary of Key Project Milestones (continued)

Program Outcomes

SE performs quarterly and annual quantitative outcome measurement focusing on four key metrics:

1. **Number of New Businesses Started**: Defined as an individual actively engaged in selling a product or service, generating sales
2. **Number of Businesses Strengthened**: Defined as a business that successfully completes a significant, tangible project with CBA (such as developing a new website) that makes measurable improvements in the business that will lead to increased revenue, profitability, and sustainability
3. **Number of Businesses Expanded**: Defined as a business that increases in revenue, creates new jobs, moves from part-time to full-time, or upgrades its physical location from home-based to leased commercial/retail space
4. **Number of New Jobs Created**: Defined as a full-time equivalency (FTE) calculation of new full-time, part-time, and temporary jobs created during a year by a business for its owner or non-owner employees.


<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2015</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Served</td>
<td>60</td>
<td>110</td>
<td>170</td>
</tr>
<tr>
<td><strong>In Business</strong></td>
<td>23</td>
<td>53</td>
<td>76</td>
</tr>
<tr>
<td><strong>Planning Stages</strong></td>
<td>11</td>
<td>43</td>
<td>54</td>
</tr>
<tr>
<td><strong>Other Path</strong></td>
<td>4</td>
<td>14</td>
<td>18</td>
</tr>
<tr>
<td>New Business Starts</td>
<td>3</td>
<td>8</td>
<td>11</td>
</tr>
<tr>
<td>Jobs Created</td>
<td>11</td>
<td>23</td>
<td>34</td>
</tr>
</tbody>
</table>

Approximately 48% of our clients are currently in business, while another 39% are in the planning stages to begin business operations. We would anticipate over time that outcomes for Evanston participants would follow a similar trajectory. Further, we’d partner with the City to help local entrepreneurs identify retail establishment opportunities in areas targeted for economic revitalization.
**2016 Projected Outcomes Metrics.**

<table>
<thead>
<tr>
<th></th>
<th>SE South</th>
<th>SE Evanston</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Served</td>
<td>80</td>
<td>60</td>
<td>140</td>
</tr>
<tr>
<td>In Business</td>
<td>40</td>
<td>30</td>
<td>70</td>
</tr>
<tr>
<td>Planning Stages</td>
<td>32</td>
<td>24</td>
<td>56</td>
</tr>
<tr>
<td>Other Path</td>
<td>8</td>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td>New Business Starts</td>
<td>8</td>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td>Jobs Created</td>
<td>16</td>
<td>12</td>
<td>28</td>
</tr>
</tbody>
</table>

*Projections are based on average outcomes experienced to date.*

**2016 Funding Request: $150,000**
## Section 2. Project Budget

**Billed as services delivered:**

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Community Business Academies @ $50,000/ea</td>
<td>$150,000</td>
</tr>
<tr>
<td>Business Accelerator Services provided</td>
<td>$  31,000</td>
</tr>
<tr>
<td>Start Something Challenge</td>
<td>$  25,000</td>
</tr>
<tr>
<td><strong>Total 2016 Budget</strong></td>
<td><strong>$215,000</strong></td>
</tr>
</tbody>
</table>

**Budget Breakdown:**

**Payroll $148,000 (includes 15% for FICA/UEI/WC)**

- 1 FTE Hub Lead Trainer
- .3 FTE Hub assistant
- .3 FTE Director of Strategy and Communications
- .3 FTE Program Director
- .2 FTE Executive Director
- .2 Payroll/HR/Financial Coordinator
- .2 Communications Assistant

Other $33,000

- Annual audit
- RTC Certification
- IT & Technology
- Copier and Printing
- Travel & Training
- Marketing
- Office Supply
- Curriculum
- Insurance
- Occupancy

Start Something Challenge $25,000

(50% of overall costs)
**Section 4. Business Plan**

Sunshine Enterprises (SE) is developing a growth strategy that will include the development of 5 “Hubs” over the coming 5 years.

SE will operate out of our Woodlawn/Southside headquarters, and develop an Evanston based Northside Hub.

The Hub strategy will allow the cultivation of multiple community partners in 5 distinct areas around the city. Each Hub will have dedicated staff, as well as leverage the SE HQ team’s strength, creating expertise, demonstrated outcomes, and overall efficiencies.

The Hub strategy will assume the cultivation of the following programs, added year over year in each location:

- **Community Business Academy**
  - 1 in Year 1
  - 3 in Year 2
  - 4 in Year 3 and future

- **Business Accelerator Services**
  - One on one coaching and mentoring offered to all CBA Grads
  - Business Plan preparation in Capital Access Readiness track
  - Help Desk Services (financial, marketing, legal, technology)

- **Start Something Challenge**
  - Pitch competition

- **Spanish Language Programming (Year 3)**

High Level SE 3 year projections:

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entreps Served (20/CBA)</td>
<td>110</td>
<td>160</td>
<td>240</td>
<td>320</td>
<td>380</td>
</tr>
<tr>
<td>HUBS</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>CBAs</td>
<td>6</td>
<td>8</td>
<td>12</td>
<td>16</td>
<td>19</td>
</tr>
<tr>
<td>Budget</td>
<td>403,500</td>
<td>598,000</td>
<td>778,000</td>
<td>960,000</td>
<td>1,068,000</td>
</tr>
</tbody>
</table>

509 of 516
Attachment A: CDBG Section 108

Sunshine Enterprises has been designed specifically to assist low-to-moderate income individuals through equipping them to start and grow sustainable businesses as a means of strengthening families and thereby transforming struggling communities. Approximately 92% of our clients are African-American and come from neighborhoods experiencing 20-30% unemployment. Roughly 60% of clients fall at or below 50% of the median income level, while another 35% fall at or below 80% of the median income level.

As outlined under CDBG National Objectives, SE focuses on achieving income benefits for clients through two main areas of (1) providing training and technical assistance to microenterprises and (2) job creation through business growth and development for LMI individuals.
Attachment B: CDBG Section 108 | Eligible Activities under §570.203

The related eligible activities of SE for CDBG fall under economic development as outlined under 24 CFR 570.203 as a community development initiative, specifically with respect to parts (b) as assistance and support to private, for-profit business (microenterprises) and (c) marketing, outreach and recruitment efforts, as well as correlating program management activities.
Board of Directors

Jonathan Webb, President (since 2011)
jwebb@thelomgroup.com
312 399.6325

The LOM Group

David Hoover, Board Officer (since 2006)
Dhoover32@comcast.net
847.392.9300

NIMEC

Jay Schommer CPA., Treasurer (since 2007)
Jayschommer@111Morgan.net
(773) 610-4349

SmithBucklin Corp

Ralph O’Donnell, Board Officer (since 2010)
ralphoathome@gmail.com
630.546.4463

Retired

Craig Kaplowitz, Secretary (since 2006)
ckaplowitz@comcast.net
847-917-1754

Judson University

Joel Hamernick, Executive Director (since 2001)
Joel@sunshinegospel.org
312.446.7264
May 18, 2012

SUNSHINE GOSPEL MINISTRIES
PO BOX 377939
500 E 61ST ST
CHICAGO IL 60637

We have received your recent letter; and based on the information you furnished, we believe SUNSHINE GOSPEL MINISTRIES of CHICAGO, IL is organized and operated exclusively for religious purposes.

Consequently, sales of any kind to this organization are exempt from the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax in Illinois.

We have issued your organization the following tax exemption identification number: E9983-1368-06. To claim the exemption, you must provide this number to your suppliers when purchasing tangible personal property for organizational use. This exemption may not be used by individual members of the organization to make purchases for their individual use.

This exemption will expire on June 1, 2017, unless you apply to the Illinois Department of Revenue for renewal at least three months prior to the expiration date.

Office of Local Government Services
Illinois Department of Revenue

STS-49 (R-2/98)
IL-492-3456
11-0000117
CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, January 9, 2017

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

ORDER OF BUSINESS

(I) Roll Call – Begin with Alderman Wilson

(II) Mayor Public Announcements and Proclamations
     Presentation of Key to the City to Sir Fraser Stoddart, Nobel Prize in Chemistry Recipient

(III) City Manager Public Announcements
      Oath of Office – Fire Chief, Brian Scott
      Introduction of Recreation Managers Anne Marie Heiser (Robert Crown Center) and Theresa Tevsh (Levy Center)
      Update on January 30th Police Community Event

(IV) Communications: City Clerk

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

(VI) Special Order of Business
(H2) **126-O-16 Amending Title 3, Chapter 22 to Revise Farmers’ Market Regulations to Permit Farmer Cooperative and Non-Evanston Bread Makers to Sell Products at the Evanston Farmers’ Market**

City staff recommends that City Council adopt proposed Ordinance 126-O-16 authorizing amendments to Title 3, Chapter 22, to include permitting farmer cooperatives, as well as, update the City ordinance that governs the market to match how the Evanston Farmer’s Market is currently operated.  

*For Action*

**ECONOMIC DEVELOPMENT COMMITTEE**

(O1) **Resolution 2-R-17, Authorizing City Manager to Execute a CDBG Grant Agreement with Sunshine Gospel Ministries d/b/a “Sunshine Enterprises”**

Staff and the Economic Development Committee recommend City Council approve Resolution 2-R-17, authorizing the City Manager to negotiate a grant agreement with Sunshine Gospel Ministries, an Illinois not-for-profit corporation, d/b/a “Sunshine Enterprises” for an amount not to exceed $75,000, to help facilitate business creation opportunities for primarily low- and moderate-income Evanston residents. Funding will be from the Community Development Block Grant’s Economic Development Fund (Account 215.21.5260.63064).  

*For Action*

**APPOINTMENTS**

(APP1) **For Reappointment to:**

Economic Development Committee  Jeannemarie Sierant

*For Action*
Memorandum

To: Honorable Mayor and Members of the City Council

From: Paul Zalmezak, Senior Economic Development Coordinator
       Martin Lyons, Assistant City Manager

Subject: Resolution 2-R-17, CDBG Grant Agreement with Sunshine Gospel Ministries d/b/a “Sunshine Enterprises”

Date: December 13, 2016

Recommended Action:
Staff and the Economic Development Committee recommend City Council approve Resolution 2-R-17, authorizing the City Manager to negotiate a grant agreement with Sunshine Gospel Ministries, an Illinois not-for-profit corporation, d/b/a “Sunshine Enterprises” for an amount not to exceed $75,000, to help facilitate business creation opportunities for primarily low- and moderate-income Evanston residents.

Funding Source:
Funding will be from the Community Development Block Grant’s Economic Development Fund (Account 215.21.5260.63064).

Livability Benefits:
Economy & Jobs: Expand job opportunities, Develop workforce
Equity & Empowerment: Support quality human service programs

Background:
The Sunshine Enterprises Community Business Academy program is offered three times annually in twelve week sessions to cohorts of up to 20 individuals. The target population for Evanston is low-to-moderate individuals, with a geographic focus on west Evanston and the City’s CDBG Neighborhood Revitalization Strategy Area (NRSA).

Sunshine Enterprises has implemented a successful launch of the Rising Tide Capital Community Business Academy program in Chicago’s Woodlawn Neighborhood and in Evanston. Sunshine Enterprises is the first licensee of Rising Tide Capital of Jersey City, NJ. As summarized on the Rising Tide Capital website, “The Community Business Academy (CBA) is an intensive course in basic business management and planning, where entrepreneurs gain hands-on familiarity with the fundamental concepts, tools, and skills needed to plan and run a successful business. The Community Business..."
Academy is designed specifically for the start-up entrepreneur with little or no business experience or someone in the process of growing a micro-business.”

The City Council approved funding for Sunshine Enterprises on December 14, 2015 for an amount not to exceed $150,000 for three cohorts, up to $50,000 each. Under the agreement Sunshine Enterprises requests up to $50,000 at the beginning of each cohort. The original staff recommendation to City Council included consideration of a three year partnership with Sunshine Enterprise. The first year of this agreement, (nearing completion), the City Council approved a funding partnership up to $150,000. Staff recommended returning for additional funding in years two and three. In year two of the partnership, to begin January 2017, the funding would be reduced to a maximum of $75,000, and in year three, reduced to a maximum $50,000.

Summary:
Sunshine Enterprises is seeking $75,000 from the city to continue its efforts to help facilitate business creation opportunities for Evanston residents. Staff is seeking an Economic Development Committee recommendation to City Council to consider approval of this request for 2017.

In 2016, the Economic Development Committee required that the allocation be divided into two payments each for each cohort for a total of six payment requests. Staff is proposing to streamline this payment process as a result of Sunshine Enterprises proven track record in 2016 and the fact the allocation is being reduced by 50% for 2017. The $75,000 allocation would be distributed in three payments of $25,000 at the beginning of each cohort upon Sunshine Enterprises submitting a list of registrants demonstrating 75% of the cohort participants as Evanston residents. Payment will be reduced proportionally if Sunshine Enterprises fails to register a cohort of 75% Evanston participants.

As was customary during the 2016 partnership agreement, upon the completion of each cohort, Sunshine Enterprises will present a report to staff and the Economic Development Committee summarizing the individual accomplishments of each participant including:

1. Participant contact information
2. Participant income information (required by CDBG)
3. Type of business
4. Status of business
5. Plan for ongoing business acceleration services support (if applicable),
6. Explanation for no further support (if applicable).

Furthermore, on a quarterly basis Sunshine Enterprises will continue to provide an aggregated report focusing on four key metrics:

1. **Number of New Businesses Started:** Defined as an individual actively engaged in selling a product or service, generating sales
2. **Number of Businesses Strengthened**: Defined as a business that successfully completes a significant, tangible project with Community Business Academy (such as developing a new website) that makes measurable improvements in the business that will lead to increased revenue, profitability, and sustainability.

3. **Number of Businesses Expanded**: Defined as a business that increases in revenue, creates new jobs, moves from part-time to full-time, or upgrades its physical location from home-based to leased commercial/retail space.

4. **Number of New Jobs Created**: Defined as a full-time equivalency (FTE) calculation of new full-time, part-time, and temporary jobs created during a year by a business for its owner or non-owner employees.

During the agreement period, Sunshine Enterprises will continue to monitor progress of previous participants in these reports – in essence, building a database of program performance and a means for city staff to assist with potential business attraction and expansion efforts.

Note: Information for each of these key metrics will be provided based on activities undertaken by Evanston residents as compared to non-Evanston residents and where businesses are opened (within Evanston or outside of Evanston).

**Economic Development Plan:**
Sunshine Enterprises’ proposal is aligned with the key economic development principles in the adopted 2015 Economic Development Work Plan, including: attraction of new businesses; entrepreneurship support; and West Side business district revitalization.

**Livability Benefits:**
In efforts to promote Evanston as the most livable City, the Economic Development Committee approved the implementation of a Livability Public Benefits requirement for recipients of City of Evanston economic development funding. The requirement was envisioned as a way of requiring private sector recipients of city funding to provide an enhanced level of service improving the livability of residents and employees. Examples include higher than average wages, dependent care and health care benefits, diversity support, housing assistance, and health and wellness support. Each requirement is worth one to three points. Applicants are required to achieve a score of at least 5 out of 12 points.

The Sunshine Enterprises proposal is unique in that it is a program that in and of itself enhances the livability of the City by providing direct services to a targeted population. Therefore, staff recommends waiving the scoring system in this case and instead, Sunshine Enterprises agrees to allow City of Evanston staff to present the livability initiatives to participants of the Community Business Academy.
Legislative History:
The Economic Development Committee voted unanimously 11-0 on November 16, 2016 to recommend approval of the program and funding of $75,000.

Attachments:
Resolution 2-R-17 with agreement
2-R-17

A RESOLUTION

Authorizing the City Manager to Execute a CDBG Grant Agreement with Sunshine Gospel Ministries d/b/a “Sunshine Enterprises”

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

SECTION 1: Sunshine Gospel Ministries, an Illinois not-for-profit corporation d/b/a “Sunshine Enterprises”, offers a workforce development cohort program focused on providing courses on basic business management and planning skills to minorities and women; and

SECTION 2: The City Council hereby agrees to provide Community Development Block Grant (CDBG) funds to Sunshine Enterprises in the amount of $75,000 to continue the workforce development courses in Evanston.

SECTION 3: The City Manager is hereby authorized and directed to sign a CDBG grant agreement between the City and Sunshine Gospel Ministries, attached hereto as Exhibit 1 and incorporated herein by reference (the “Agreement”).

SECTION 4: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement as he may determine to be in the best interests of the City and must be in a form acceptable to the Corporation Counsel.

SECTION 5: This Resolution 2-R-17 shall be in full force and effect from and after its passage and approval in the manner provided by law.
Attest:

Rodney Greene, City Clerk

Adopted: _________________, 2015

Elizabeth B. Tisdahl, Mayor

Rodney Greene, City Clerk

Adopted: _________________, 2015
EXHIBIT 1

Grant Agreement By and Between the City and Sunshine Gospel Ministries d/b/a Sunshine Enterprises
This AGREEMENT is made on this _____ day of ____________ 2017, by and between
the City of Evanston, an Illinois Municipal Corporation (hereinafter “CITY”) and the Sunshine
Gospel Ministries, an Illinois not-for-profit corporation, d/b/a “Sunshine Enterprises”
(hereinafter “SUBRECIPIENT”).

RECITALS

WHEREAS, the program described herein is being funded by a Grant from the City of
Evanston, Illinois as part of the City's Community Development Block Grant (CDBG) program,
which is authorized under Title I of the Housing and Community Development Act of 1974, as
amended, and the City will utilize CDBG funds from FY 2011 – 2013 that are allocated for
economic development activities in the 2016 Action Plan to fund the program; and

WHEREAS, it has been determined by the City that an economic development
opportunity exists which warrants funding to Subrecipient from the City’s CDBG program fund;
and

WHEREAS, the Grantee requested funding for workforce development cohort program
focused on providing services primarily to low/moderate income minorities and women with
intensive courses in basic business management and planning, where entrepreneurs gain
hands on familiarity with fundamental concepts, tools and skills needed to plan and run a
business; and

WHEREAS, the Grantor has authorized an expenditure of up to $75,000 as a grant to
Grantee to pay a portion of the expected program budget to host the workforce development
cohorts in Evanston for primarily Evanston residents, under such terms and conditions that
are prescribed by the Grantor below; and

WHEREAS, the City Council approves Grantee for participation and funding under this
Grant Agreement, subject to the terms and conditions of the Agreement, and

NOW, THEREFORE, the CITY and the SUBRECIPIENT, in consideration of the mutual
covenants set forth below, hereby agree as follows; having first found the foregoing recitals as
fact:

AGREEMENT

I. APPENDICES TO AGREEMENT: All Appendices (A through E) attached to this
Agreement are incorporated and made a part of this Agreement as referenced herein.
SUBRECIPIENT agrees to abide by and follow all terms and conditions as set forth in
said Appendices.

II. WORK TO BE PERFORMED BY SUBRECIPIENT: In exchange for receiving CDBG
grant funds from the CITY for the Workforce Development Cohort Program (hereinafter
“Program”), the SUBRECIPIENT shall be responsible for administering the Program as
described in Appendix A in a manner satisfactory to the CITY and substantially consistent with any standards and regulations that are specified in this Agreement and adherence to the same is a condition of providing these funds. SUBRECIPIENT commits to the Program goals that are outline in Appendix A, including (1) the number of people to be served, (2) the number of program participants who are expected to be Evanston residents, and (3) the number of program participants who shall meet HUD’s definition of low- or moderate-income persons, and outcome measures as outlined in Appendix A. Subrecipient warrants that it will complete income certifications for the participants in the cohort Program. SUBRECIPIENT agrees to expend the total amount of CDBG funds covered in this Agreement solely for the agreed upon activities and in accordance with the conditions outlined in this Agreement and the budget in Appendix B.

III. GENERAL COMPLIANCE WITH APPLICABLE LAWS: SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning CDBG). The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement.

SUBRECIPIENT additionally agrees to comply with any changes issued to the CITY's CDBG program by HUD. SUBRECIPIENT understands that changes issued to the CITY’s CDBG program by HUD may materially alter the terms of this Agreement. The City will distribute any amendments to the CDBG program within thirty (30) days and SUBRECIPIENT must acknowledge the receipt.

SUBRECIPIENT acknowledges and affirms that the SUBRECIPIENT has the organizational capacity to adhere to collection and reporting requirements, regarding performance measures, as required by Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule ("Omni Circular") Subpart D, Sections 200.300 – 200.303. Such performance measures shall be decided upon by the SUBRECIPIENT and the CITY’S Housing and Grants Administrator, based on the requirements outlined by HUD for the category of eligible activities that the SUBRECIPIENT’S program engages in. These categories have been described within HUD’s “Community Development Block Grant Program: Guide to National Objectives & Eligible Activities for Entitlement Communities,” and the Guide shall be incorporated hereto by reference, and is attached as Appendix C. Organizational capacity shall be demonstrated by various methods, including but not be limited to:

- Use of OMB-approved standard information collections when providing financial and performance information;
- Financial data is provided for performance accomplishments of the Grant award;
- Cost information shall be distributed to demonstrate cost effective practices;
- Subrecipient shall provide the City with the same information required by the Federal awarding agency under sections 200.301 and 200.210; and
- All expenditures shall be accounted for, in compliance with requirements under section 200.302, as interpreted by the CITY’s Housing and Grants Administrator.

SUBRECIPIENT agrees to follow either the procurement guidelines set forth in Section 200.320 of the Omni Circular, or the procurement guidelines/standards which the
SUBRECIPIENT uses during its normal course of business; whichever of the two guidelines is more restrictive. If the procurement methods that the SUBRECIPIENT uses during its normal course of business are more restrictive, those guidelines shall be used, and a copy of those guidelines shall be attached to this contract as Appendix D and shall be incorporated into this contract by reference. If the procurement guidelines set forth in Section 200.320 of the Omni Circular are more restrictive, then the program procurement methods shall be limited to either (1) procurement by small purchase procedures, (2) procurement by sealed bids, (3) procurement by competitive proposals, or (4) procurement by noncompetitive proposals, as directed by and outlined in Section 200.320.

The SUBRECIPIENT affirms that, per Federal regulations, SUBRECIPIENT has a Data Universal Numbering System (DUNS) number, assigned by Dun and Bradstreet, Inc., and will provide proof of this DUNS number to the CITY, prior to the approval of project funding.

IV. **LENGTH OF AGREEMENT**: The term of this Agreement shall begin no sooner than January 1, 2017 and end on December 31, 2017. Payment of CDBG grant funds by the CITY to the SUBRECIPIENT shall occur for eligible services and/or activities performed by the SUBRECIPIENT during the term of this Agreement unless this Agreement has been extended. This Agreement may be extended by written mutual agreement between the CITY and SUBRECIPIENT for a specific period of time as long as the SUBRECIPIENT is performing in accordance with the terms of the Agreement. SUBRECIPIENT understands that the amount of appropriation will not change as a result of any extension.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including any program income.

V. **AMOUNT OF APPROPRIATION**: The total appropriation of CDBG funds for the Program shall be for an amount not to exceed Seventy-Five Thousand and no/100 dollars ($75,000.00). The SUBRECIPIENT understands that the amount of this appropriation may be adjusted during the program year due to funding alterations made by the United States Congress, HUD, and/or the CITY. Any new local appropriations shall occur upon approval by the Economic Development Committee and the Evanston City Council. SUBRECIPIENT understands that the awarding of the grant under this Agreement in no way implies the continued financial support of the program or services of the SUBRECIPIENT by the CITY beyond the specific period of this Agreement.

VI. **INELIGIBLE PROGRAM COSTS**: The SUBRECIPIENT agrees that certain direct program costs are ineligible for CDBG funds. Recording requirements prescribed by Congress, HUD or the CITY may require these costs be listed within the budget, but these costs will not be paid for using CDBG funds provided by the CITY. Ineligible direct program costs can be found in Appendix E, which is incorporated into this contract by reference.

VII. **PAYMENT OF CDBG FUNDS TO SUBRECIPIENT**: The CITY agrees to fund the Program in the form of a grant in a total amount not to exceed Seventy-Five Thousand
and no/100 dollars ($75,000.00). Such funds shall be paid to the SUBRECIPIENT according to the schedule in Appendix C. The CITY CANNOT disperse any grant funds until this Agreement has been executed by both parties (24 CFR Sec. 570.503 (a)).

a. The SUBRECIPIENT understands that this Agreement is for an economic development program and that payments shall be made per the schedule in Appendix C.

b. The SUBRECIPIENT understands that disbursement will be contingent upon the SUBRECIPIENT ensuring compliance with any applicable federal, state, and CITY requirements.

c. No disbursement will be made by the CITY unless all required reports (including beneficiary, performance, financial and narrative reports) have been submitted and approved by CITY staff. Payment may be withheld pending receipt and approval of all required documentation.

d. The disbursements shall not exceed $1,250 per student, for a total of $25,000 per cohort session of Grantee’s training program. If Grantee enrolls less than 75% of Evanston based business as participants in the cohort, the funding for that cohort will be reduced proportionally. For example, if they achieve 73%, their funding level would decrease by 2% and would receive $24,500 in funding under this Agreement.

e. Disbursements shall be according to the schedule outlined in Appendix C: The City shall disburse Grant funds to Grantee no later than thirty (30) business days after the Manager receives proof, which he/she deems satisfactory in his/her discretion, that: Grantee has enrolled Evanston residents or individuals with Evanston based businesses in cohort for the Project.

VIII. SUSPENSION OR TERMINATION:

a. Suspension or Termination by CITY: The SUBRECIPIENT understands and agrees that if SUBRECIPIENT materially fails to comply with any or all provisions of this Agreement, the CITY may in its sole discretion suspend or terminate this Agreement.

1. Material non-compliance includes, but is not limited to, the following:
   i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
   ii. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
   iii. Ineffective or improper use of funds provided under this Agreement; or
   iv. Submission of reports by the SUBRECIPIENT to the CITY that is late, or incorrect or incomplete in any material respect.

2. As a result of material non-compliance, the CITY may take one or more of the following actions:
   i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT. More severe enforcement action may be undertaken by the CITY if the deficiency is not corrected;
   ii. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
iii. Wholly or partially suspend or terminate the current award for the
SUBRECIPIENT’s program;
iv. Withhold further awards for the program; or
v. Take other remedies that may be legally available including, but not
limited to, seeking compensatory and/or liquidated damages for breach
of this Agreement, or injunctive or equitable relief in any court of
competent jurisdiction.

b. Termination for Convenience by CITY or SUBRECIPIENT: Either the CITY or the
SUBRECIPIENT may terminate the award of funds under this Agreement in whole
or in part if either determines that the goals indicated in the SUBRECIPIENT’s
proposal cannot be met. Termination is effected by the initiating party upon
receipt of written notification by the other party setting forth: (1) the reasons for
termination; (2) the effective date of termination; and (3) the portion to be
terminated, in the case of partial termination. In the case of partial award
termination, if the CITY in its sole discretion determines that the remaining portion
of the award will not accomplish the purposes for which the award was made, it
may terminate the entire award.

IX. REGULAR MEETING REQUIREMENT: SUBRECIPIENT agrees to meet on a regular
basis with the designated staff member of the CITY’s Community Development
Department to discuss general and/or specific issues of this Agreement and to review
the required reports. Furthermore, SUBRECIPIENT agrees to cooperate fully in any
monitoring program, including on-site monitoring, developed, implemented or conducted
by the CITY or by HUD.

X. RECORD REQUIREMENTS: SUBRECIPIENT shall provide the CITY, HUD, the
Inspector General of the United States or any of their duly authorized representatives,
access to any books, documents, papers and records of the SUBRECIPIENT which
pertain to the CDBG-funded program for the purpose of monitoring, making audits,
examinations, excerpts, transcripts and photocopying.

a. SUBRECIPIENT shall be required to maintain all required records for a minimum
of five (5) years after the SUBRECIPIENT’s final audit and program close out by
the CITY. SUBRECIPIENT shall establish and maintain a project file that contains
the following sections:
1. General project correspondence and related items.
2. Financial source documentation and associated transactional
documentation.
3. Procurement procedures and associated documents.
4. Compliance with applicable State and Federal regulations.
5. Program reports.
6. Documentation of persons benefiting from grant activities, including
race/ethnicity and income to substantiate achievement of the CDBG
National Objective of benefitting primarily persons of low and moderate
income.
7. Personnel actions.
8. Acquisition and disposition of property.

b. The records which, at a minimum, must be maintained are as follows:
1. **Financial Records**: The SUBRECIPIENT shall, at a minimum, maintain the following records for each grant received under separate agreement from the CITY:
   
i. **Cash Receipts Register**: For recording of funds received in connection with the grant program.

   ii. **Cash Disbursements Register**: For recording checks issued for the withdrawal of funds from the agency’s CDBG account(s). All disbursements must be supported by appropriate documentation (e.g.: payroll records, invoices, contracts, etc.) demonstrating the nature and use of each payment and showing approval of the program director or other authorized official. In addition, the SUBRECIPIENT agrees to provide to the CITY such financial reports and additional source documentation as the CITY may reasonably require and to comply with such reasonable additional financial control procedures as may be required to be retained in files maintained by the SUBRECIPIENT.

   iii. **Payroll Records**: A basic time and activity tracking system shall be maintained to substantiate the services and/or staff time charged to the project. This should include time sheets documenting each person’s total time and time charged against the grant; time sheets must be signed by both the employee and authorized supervisor of the employee.

2. **Equipment Records**: A record shall be maintained for each item of equipment acquired for the Program. Equipment is defined as tangible personal property (including information technology systems) which has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $500. The records shall include: (1) a description (including model and serial number) of the property; (2) the date of acquisition; and (3) the acquisition cost (showing the percentage of the total costs paid for out of this Grant.) Such equipment records are necessary for HUD recording requirements. However, SUBRECIPIENT acknowledges that this recording requirement does not indicate that the CITY will pay for equipment. The CITY does not provide funds for equipment purchases, including information technology systems.

3. **Supply Records**: A record shall be maintained for supplies purchased for the Program. Supplies include all tangible personal property other than equipment. Records for supplies shall be maintained for supplies which are acquired for the Program, for a cost equal or exceeding $200. The SUBRECIPIENT shall also provide records showing a cost comparison for supplies purchased. Cost comparison records shall be made in compliance with HUD regulations, compliance methods shall be approved by the CITY’S Housing and Grants Administrator.

4. **Indirect Costs Records**: A record shall be kept of all indirect costs, per HUD requirements. Indirect costs are costs incurred for a common or joint purpose benefiting more than one cost objective, and are not readily assignable to the cost objectives specifically benefited, without effort
disproportionate to the results achieved. However, SUBRECIPIENT acknowledges that indirect costs shall not be covered by funds provided by the CITY.

X. REPORTING REQUIREMENTS: The SUBRECIPIENT agrees to provide the CITY’s Community Development Department and the CITY Housing & Community Development Act Committee with regular reports described below per the schedule in Appendix C, and any other reports which may be required by the CITY’s CDBG Program for compliance under this Agreement. This includes reporting on performance measures, as outlined in §200.301 of the Omni Circular. Such performance measures shall be decided upon by the SUBRECIPIENT and the CITY’S Housing and Grants Administrator, based on the requirements outlined by HUD for the category of eligible activities that the SUBRECIPIENT’S program engages in.

SUBRECIPIENT shall use OMB-approved information collection standards, when providing financial and performance information. The SUBRECIPIENT shall provide financial data, and its relation to performance accomplishments, of the Federal award.

SUBRECIPIENT agrees to provide the CITY with documents pertaining to: (1) procedures; (2) copies of all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement; and (3) (if applicable) regularly updated schedule of program activities.

REPORTING: Reports shall be submitted to staff by the SUBRECIPIENT throughout the term of the Program. See Appendix C for report due dates. All reports and required attachments may be viewed by members of the Housing & Community Development Act Committee.

1. The CITY reserves the right to withhold any of the SUBRECIPIENT’s scheduled payments until such time as the CITY receives the SUBRECIPIENT’s financial progress and performance reports.

2. Improperly prepared reports will not be accepted. Subsequent payments may be held pending receipt of accurate information together with any required source documentation. Upon receipt of improperly prepared or erroneous reports, field audit procedures may be initiated to evaluate the financial management, control and record keeping procedures utilized by the SUBRECIPIENT. In addition, the CITY’s Housing & Community Development Act Committee may be notified and the CITY may require a meeting with the Executive Board of the SUBRECIPIENT to correct the situation.

3. SUBRECIPIENT understands that a pattern of late, improper, or erroneous reporting could be grounds for termination of this Agreement at the CITY’s sole discretion.

4. The CITY reserves the right to make appropriate adjustments for any funds previously paid out by the CITY but unexpended by the SUBRECIPIENT.

5. PROGRAM OUTCOMES REPORTING:
   i. Income: Cohort Program participant incomes;
ii. Summary of Program participant businesses: include a status of business, plan for ongoing business acceleration, services support (if applicable), and/or explanation for no further support (if applicable).

iii. The reporting will include the number of new, expanded and strengthened businesses started by participants. Strengthened businesses means a significant tangible project that makes measurable improvements in the business that will lead to increased revenue, profitability and sustainability. Expanded businesses shall mean the business increases in revenue, creates new jobs, moves employees from part-time to full-time employees, or upgrades its physical location from home-based to leased commercial/retail space. New Jobs created is defined as full-time equivalency calculation of new full-time, part-time and temporary jobs created during a year by a business for its owner or non-owner employees.

iv. Financial Report: Indicating the budgeted expenses and revenues consistent with the 2015 appropriation for the grant Program as shown in Appendix B and the actual revenues and expenditures for the period covered by the report.

v. Supporting documentation: All Program expenditures charged to the CDBG Grant shall be supported with source documentation. Documentation may include copies of paid invoices, receipts, and time sheets signed by each employee and supervisor paid with CDBG funds. Other documentation may be required by the CITY to document the amount expended in the report period.

XII. ANNUAL AUDIT: The CITY’s Housing & Community Development Act Committee requires that all SUBRECIPIENTS prepare and submit to the CITY an audit of the financial records of the SUBRECIPIENT pertaining to the receipt and use of CDBG funds as required by the Omni Circular. If the SUBRECIPIENT receives federal funds from sources other than the CITY’s CDBG program, a combined single audit is permissible, provided said audit clearly identifies the amount of CITY CDBG funds received, the amount expended and encumbered, and the purposes of the expenditures. The CITY shall have the right to review and modify the scope of said audit. Said audit of CDBG funds shall encompass and be limited to the term of this Agreement. SUBRECIPIENT is responsible for clearly identifying and accounting for funds received and expended during separate program years; that is, an individual audit must distinguish expenditures and encumbrances made against funds received under separate Grant Agreements, particularly if the SUBRECIPIENT and the CITY operate under different fiscal years.

XIII. ALTERNATIVE FUNDING REPORTING REQUIREMENT: SUBRECIPIENT shall promptly notify the CITY if the SUBRECIPIENT receives funding (full or partial) that is incremental to the program budget from any and all sources for the performance of activities outlined under this Agreement. The SUBRECIPIENT further understands that the amount granted by the CITY may be reduced by the amount of such alternative funding.

XIV. REVISION OF BUDGET AND PROGRAM PLANS: The SUBRECIPIENT shall obtain written permission from the CITY staff member prior to any change in the approved budget or program plans following Omni Circular §200.308(C) (increase or decrease) of

231 of 251
ten percent (10%) of the line item’s budget or $500, whichever is less, to any account under the SUBRECIPIENT’s line item budget which is attached hereto and identified as Appendix B. In order for the CITY to approve such a request, SUBRECIPIENT’s written request shall contain, at a minimum: (1) the reason and justification for the change; (2) the amounts to be changed; and (3) a description of which line items are affected. Changes made without the CITY’s prior approval may result in non-reimbursement of expenditures from those affected line items.

XV. NON-DISCRIMINATION: SUBRECIPIENT agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income or physical or mental disabilities, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the SUBRECIPIENT receives financial assistance from or through the CITY.

SUBRECIPIENT agrees to comply with: Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Title VII of the Civil Rights Act of 1968 (P.L. 90-284); Section 104(b) and Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, as amended, the Age Discrimination Act of 1975, as amended; Executive Order 11246, as amended and Executive Order 11063 as amended.

SUBRECIPIENT agrees to include a statement of its non-discrimination policy in any printed or electronic information released to the public regarding Program activities.

XVI. EQUAL OPPORTUNITY POLICY/AFFIRMATIVE ACTION PLAN/CURRENT POLICY SETTING BODY INFORMATION: The SUBRECIPIENT shall ensure the following documents have been provided to CITY staff:

a. A copy of its policy on equal opportunity employment and a copy of its most current Affirmative Action Plan. Such plan shall incorporate the following language, pursuant to 41 CFR Part 60-1.4(b):

i. The SUBRECIPIENT hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to
their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and with Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 and with Executive Order 11375, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and Executive Order 11375, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, with Executive Order 11375, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 and Executive Order 11375, so that such provisions will be binding upon each
subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ii. The SUBRECIPIENT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the SUBRECIPIENT so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

iii. The SUBRECIPIENT agrees that it will assist and cooperate actively with the CITY and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the CITY and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the CITY in the discharge of the CITY’S primary responsibility for securing compliance.

iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive orders and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the CITY may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

b. The names, addresses and professional affiliations of the current members of the Board of Directors or policy-setting body.

XVII. WORKERS’ COMPENSATION: The SUBRECIPIENT shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
XVIII. **INDEMNITY:** SUBRECIPIENT hereby assumes liability for and agrees to protect, hold harmless and indemnify the CITY and its assigns, officers, directors, employees, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses and disbursements, including legal fees and expenses, of whatever kind and nature, imposed on, incurred by or asserted against the CITY, its successors, assigns, officers, directors, employees, agents and servants, in any way relating to or arising out of any of the following or allegations, claims or charges of any of the following:

a. The use or application of the Grant proceeds;
b. The violation by the SUBRECIPIENT of any of its covenants or agreements under the Agreement;
c. Any tort or other action or failure to act done in connection with the performance or operation of the Program;
d. Any act or failure to act of any officer, employee, agent or servant of the SUBRECIPIENT;
e. Any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the Program.

The CITY agrees to notify the SUBRECIPIENT in writing of any claim or liability which the CITY believes to be covered under this paragraph. The CITY shall tender, and SUBRECIPIENT shall promptly accept tender of, defense in connection with any claim or liability in respect of which SUBRECIPIENT has agreed in writing that based on the claim or liability the CITY is entitled to indemnification under this paragraph; provided, however, that the counsel retained by SUBRECIPIENT to defend the CITY shall be satisfactory to the CITY; and that the CITY shall be kept fully informed of the status of the proceeding. In the event that the SUBRECIPIENT, within ten (10) days after receipt of notice from the CITY of a claim or liability which the CITY believes to be covered under this paragraph, fails to advise the CITY in writing that the SUBRECIPIENT agrees that the CITY is entitled to indemnification under this paragraph based on the claim or liability, the CITY, without waiving or prejudicing any claim or right it may have to indemnification, under this paragraph (including the recovery of legal fees and expenses), may retain its own counsel and present its own defense in connection with such claim or liability.

The CITY shall not settle or compromise any claim, suit, action or proceeding in respect of which the SUBRECIPIENT has agreed in writing that the CITY is entitled to indemnification under this paragraph. Notwithstanding anything in the Agreement to the contrary, the indemnities contained in this paragraph shall survive the termination of the Agreement.

XIX. **INSURANCE AND BONDING:** SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any CDBG cash advances. SUBRECIPIENT shall comply with the bonding and insurance requirements of the Omni circular 200.310 and 200.325, Insurance and Bonding requirements.

XX. **NON-PARTICIPATION BY CERTAIN PERSONS:** SUBRECIPIENT agrees to exclude the following persons from participation in any aspect of this Agreement:
a. SUBRECIPIENT agrees to not allow any member of, or delegate to, the United States Congress any share or part of this Agreement or to allow any benefit to arise from same.

b. SUBRECIPIENT agrees that no officer, employee, designee, agent or consultant of the CITY or the SUBRECIPIENT or member of the governing body of the CITY who exercises any functions or responsibilities with respect to the CITY’s CDBG program during his tenure or for one (1) year thereafter, will have any direct or indirect interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the Project assisted under this Agreement. The SUBRECIPIENT shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest in conformance with the provisions of and pursuant to the purposes of this section. The provisions of 24 CFR § 570.611, "Conflict of Interest" shall apply to the SUBRECIPIENT.

c. SUBRECIPIENT further agrees to maintain written standards of conduct covering conflicts of interest, as outlined in the Omni Circular § 200.318(c)(1) & (2). These standards of conduct will include language stating that no employee, officer, or agent will participate in the selection, award or administration of a contract supported by CDBG funds, if that employee, officer or agent has a real or apparent conflict of interest. Conflicts of interest arise if the employee, officer, agent, the immediate family member of such a person, the partner of such a person, or an organization which employs such a person or is about to employ such a person, has any financial or other interest in or may gain a tangible personal benefit from a firm considered for a contract. Such officers, employees or agents of the SUBRECIPIENT may not solicit nor accept anything of monetary value from contractors or subcontractors, unless it is an unsolicited gift of nominal value which would in no way influence the recipient to engage in conduct which would amount to a conflict of interests. The written standards shall also include standards of conduct covering organizational conflicts of interest, in which the SUBRECIPIENT may be unable or appears to be unable to be impartial in conducting procurement actions due to relationships between the SUBRECIPIENT and relationships with a parent company, affiliate, or subsidiary organization. The written standards provided by the SUBRECIPIENT will include disciplinary actions to be applied for violations of such standards.

d. Copeland “Anti-kickback” Act. – Any Contractor paid in full or part with CDBG funds will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3) that states whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. Though CDBG funds shall not be used to pay for the construction, prosecution, completion or repair of buildings, the SUBRECIPIENT affirms that by accepting CDBG funds, the SUBRECIPIENT will comply with the Copeland “Anti-kickback” Act.
XXI. PROGRAM INCOME: Program income shall herein be defined as gross income received by the SUBRECIPIENT directly derived or generated from the use of CDBG funds. Program income includes, but is not limited to:
   a. Fees for services performed,
   b. Use or rental of real or personal property acquired under Federal awards,
   c. The sale of commodities or items fabricated under a Federal award,
   d. License fees and royalties on patents and copyrights,
   e. And principal and interest on loans made with Federal award money.

SUBRECIPIENT agrees that, unless otherwise stated in this section, the SUBRECIPIENT shall follow the program income requirements as outlined in § 200.307 of the Omni Circular.

SUBRECIPIENT understands and agrees that all program income shall be the property of the CITY, which shall have the exclusive right to determine the use and disposition of said income, except for fees for services which are used as part of the operating budget. However, such exempt fees must be small so as not to prevent the participation of Low and Middle Income participants. SUBRECIPIENT will remit all other said income to the CITY. Said remittance shall be submitted annually and accompany the Final Report.

SUBRECIPIENT acknowledges that interest earned on advances of Federal funds, rebates, credits and discounts do not count as program income.

Program income is to be: (check one)
   X   1) returned to the CITY at times determined by the CITY; or
   ____________ 2) retained by SUBRECIPIENT to undertake the following activities:

If retained by SUBRECIPIENT, all activities undertaken with the use of said income will be governed by all provisions of this Agreement. All program income, regardless of source, shall be substantially disbursed for any or all eligible CDBG activities undertaken by the SUBRECIPIENT before additional cash payments are made to the SUBRECIPIENT from the CITY (pursuant to CDBG regulations at 24 CFR Sec. 570.504 (c)). Any income on hand when this Agreement expires or received after such expiration shall be paid to the CITY upon request.

XXII. RETURN OF UNEXPENDED FUNDS: SUBRECIPIENT agrees to return to the CITY any and all unexpended and/or unencumbered grant funds upon the completion or termination of the Program:

a. If the work program cannot be completed, or if SUBRECIPIENT ceases to function as an operating entity, SUBRECIPIENT agrees to return to the CITY any and all unexpended and/or unencumbered grant funds.

b. Within thirty (30) days after the closing date of this Agreement, the SUBRECIPIENT shall submit to the CITY expenditure reports and documentation of all expenses or encumbrances during the time period covered by this Agreement. The CITY will then compare these expenditures with the amount of disbursements issued to the SUBRECIPIENT by the CITY. Disbursement of any
final payment, if any, under the Agreement shall not be made until such a
comparison has been completed to the CITY’s satisfaction.

1. If said expenditures and encumbrances are greater than the disbursements
made to the SUBRECIPIENT, the CITY will issue a check to the
SUBRECIPIENT for an amount equal to this difference, up to the amount of
the authorized grant set forth in this Agreement.

2. If said expenditures and encumbrances are less than the disbursements,
the CITY shall withhold the difference from any final payment to the
SUBRECIPIENT. If after withholding any such difference, the expenditures
and encumbrances are still less than the disbursements, the
SUBRECIPIENT shall promptly pay to the CITY a check for the difference of
these sums.

1. Funds paid to SUBRECIPIENT in excess of the amount to which the
SUBRECIPIENT is finally determined to be entitled constitute a debt to the
CITY. If not paid as stipulated in the preceding paragraphs, the CITY may
take other action permitted by law.

c. A final adjustment will be made to reconcile with the completed audit or Final
Grant Report of CDBG expenditures within thirty (30) days of the submission of
audit to the CITY. Subsequent grant payments or awards will be withheld until
audit or grant report is completed for the current year. Only the City Manager can
release funds if audit or grant report is not reconciled.

XXIII. INDEPENDENT CONTRACTOR: SUBRECIPIENT shall be and act as an independent
contractor and not as a partner, joint venturer, or agent of the CITY and shall not bind
nor attempt to bind CITY to any contract. SUBRECIPIENT is an independent contractor
and is solely responsible for all taxes, withholdings, and other statutory or contractual
obligations of any sort, including, but not limited to, Worker’s Compensation Insurance.
SUBRECIPIENT agrees to defend, indemnify and hold the CITY harmless from any and
all claims, damages, liability, attorney’s fees and expenses on account of: (1) a failure or
an alleged failure by SUBRECIPIENT to satisfy any such obligations; or (2) any other
action or inaction of SUBRECIPIENT.

ADDITIONAL REGULATIONS: As a non-governmental entity, SUBRECIPIENT
shall comply with the regulations, policies, guidelines, requirements and standards
of federal OMB 2 CFR Chapter I, Chapter II, Part 200, et al, “Uniform Administrative
Requirements, Cost Principles, and Audit Requirements of Federal Awards; Final
Rule” (Omni Circular

Omni Circular, as specified in this paragraph:

a. Subpart B – “General”;
b. Subpart C – “Pre-Federal Award Requirements and contents of Federal Awards,”
except for §§ 200.203 Notices of funding opportunities, 200.204 Federal awarding
agency review of merit of proposals, 200.205 Federal awarding agency review of risk
posed by applicants, and 200.207 Specific conditions, which are required only for
competitive Federal awards,
c. Subpart D – “Post Federal Award Requirements Standards for Financial and
Program Management,” except for:
1. Section 200.305 “Payment.” The CITY shall follow the standards of
paragraph 85.20(b)(7) and 85.21 in making payments to SUBRECIPIENT;

2. Section 200.306, “Cost Sharing and Matching”; 

3. Section 200.307, “Program Income.” In lieu of paragraph 200.307, SUBRECIPIENT shall follow CDBG program regulations at 570.504 regarding Program Income; 

4. Section 200.308, "Revision of Budget and Program Plans";

5. Section 200.311, "Real Property." In lieu of 200.311, CDBG SUBRECIPIENT shall follow CDBG program regulations at 570.505, Use of Real Property; 

6. Section 84.34(g) "Equipment." In lieu of the disposition provisions of paragraph 84.34(g), the following applies: 
   i. In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and 
   ii. Equipment not needed by the SUBRECIPIENT for CDBG activities shall be transferred to the CITY for the CDBG program or shall be retained after compensating the recipient; 

7. Section 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring the Reporting Program Performance";

8. Section 84.52, "Financial Reporting";

9. Section 84.53(b), "Retention and Access Requirements for Records," applies with the following exceptions: 
   i. The retention period referenced in paragraph 84.53(b) pertaining to individual CDBG activities shall be five years following grant close out; and 
   ii. The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award; 

10. Section 84.61 “Termination”. In lieu of the provision of 84.61, SUBRECIPIENT shall comply with 570.503(b)(7) Suspension and Termination; and

d. Subpart D - "After-the Award Requirements", except for paragraph 84.71, "Closeout Procedures.”

XXIV. **COMPLIANCE WITH FIRST AMENDMENT CHURCH/STATE PRINCIPLES:** SUBRECIPIENT agrees to comply with the First Amendment Church/State Principles which state that CDBG funds may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. The following restrictions and limitations apply to the use of CDBG funds:

a. **NOT USED FOR ELIGIBLE PUBLIC SERVICES** As a general rule, CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the CITY that, in connection with the provision of such services:
1. It will not discriminate against any employee or applicant for employment on the basis or religion and will not limit employment or give preference in employment to persons on the basis of religion;

2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

b. Where the public services provided under paragraph a of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitutes in dollar terms only an incidental portion of the CDBG expenditure for the public services.

XXV. CERTIFICATION: To the best of its knowledge or belief, the SUBRECIPIENT certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, agreements) and that all sub awardees shall certify and disclose accordingly; and

d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering this Agreement pursuant to Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
XXVI. **SEVERABILITY**: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XXVII. **SECTION HEADINGS AND SUBHEADINGS**: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XXVIII. **WAIVER**: The CITY’s failure to act with respect to a breach by the SUBRECIPIENT does not waive the CITY’s right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XXIX. **ENTIRE AGREEMENT**: This Agreement constitutes the entire agreement between the CITY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this Agreement.

XXX. **NOTICES**: All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or on the fifth (5th) day after mailing if sent by registered or certified mail, return receipt requested, first-class postage prepaid, as set forth below. Faxed or emailed communications are a convenience to the parties, and not a substitute for personal or mailed delivery.

If to the City: Nora Holden-Corbett  
Housing and Grants and Compliance  
2100 Ridge Avenue  
Evanston, Illinois 60201  
nholden-corbett@cityofevanston.org

With a copy to: Paul Zalmezak  
Senior Economic Development Coordinator  
2100 Ridge Avenue  
Evanston, Illinois 60201  
Email: economicdevelopment@cityofevanston.org

With a copy to: W. Grant Farrar  
Corporation Counsel  
2100 Ridge Avenue  
Evanston, Illinois 60201

b. if the Sunshine, to: Sunshine Gospel Ministries  
501 E. 61st Street  
P.O. Box 377939  
Chicago, Illinois 60637
Sunshine Enterprises (SE) helps low-income entrepreneurs build strong businesses that provide income and employment to owners, strengthen families, and contribute to the economic health of communities. SE, having begun under Sunshine Gospel Ministries of Chicago in 2012, is the first licensee of Rising Tide Capital of Jersey City, NJ.

*Not licensed/registered to operate as SE (Sunshine Enterprises) in Illinois [SEE DBA]*

The core programs are eligible for CDBG funding as Micro-Enterprise Assistance, Matrix code 18C, and are broken into two main components. The Community Business Academy (CBA) comprises a twelve-session, 36-hour course in business planning and management, taught by experienced instructors in a hands-on environment.

CBA graduates then enter into Business Acceleration Services (BAS) to receive year-round coaching from experienced small business owners. These coaches work individually with entrepreneurs to help them set goals, develop action steps, and identify and overcome obstacles to success.

The program also includes a schedule of advanced seminars, master classes, and networking events with marketplace and industry experts. When entrepreneurs are ready for financing, SE helps them prepare financial documentation and refine business plans, and connects them to a network of local micro-lending partners.

Overall goals for the program include direct assistance to low/moderate income entrepreneurs and micro enterprises (businesses with no more than five employees, including the owner(s)), jobs created, new business generated, and existing businesses being strengthened or expanded all in order to help empower families to lift out of poverty.

The target population for Evanston is low-to-moderate individuals, with a geographic focus on west Evanston, particularly the City’s Neighborhood Revitalization Strategy Area (NRSA). Sunshine hosts classes at the Gibbs-Morrison Cultural Center and Evanston Civic Center that are located in the NRSA.

* All program activities predicated on successful outreach and marketing strategy being implemented in the preceding quarter. This work has already begun and will continue throughout the contract period.
Summary of Key Project Milestones

Program Outcomes

SE performs quarterly and annual quantitative outcome measurement focusing on four key metrics:

1. **Number of New Businesses Started**: Defined as an individual actively engaged in selling a product or service, generating sales

2. **Number of Businesses Strengthened**: Defined as a business that successfully completes a significant, tangible project with CBA (such as developing a new website) that makes measurable improvements in the business that will lead to increased revenue, profitability, and sustainability

3. **Number of Businesses Expanded**: Defined as a business that increases in revenue, creates new jobs, moves from part-time to full-time, or upgrades its physical location from home-based to leased commercial/retail space

4. **Number of New Jobs Created**: Defined as a full-time equivalency (FTE) calculation of new full-time, part-time, and temporary jobs created during a year by a business for its owner or non-owner employees.

### 2014-2016 Outcomes Metrics.

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business Served</strong></td>
<td>60</td>
<td>110</td>
<td>180</td>
<td>350</td>
</tr>
<tr>
<td><strong>In Business</strong></td>
<td>23</td>
<td>53</td>
<td>81</td>
<td>157</td>
</tr>
<tr>
<td><strong>Planning Stages</strong></td>
<td>11</td>
<td>43</td>
<td>63</td>
<td>117</td>
</tr>
<tr>
<td><strong>Other Path</strong></td>
<td>4</td>
<td>14</td>
<td>36</td>
<td>54</td>
</tr>
<tr>
<td><strong>New Business Starts</strong></td>
<td>3</td>
<td>8</td>
<td>14</td>
<td>25</td>
</tr>
<tr>
<td><strong>Jobs Created</strong></td>
<td>11</td>
<td>23</td>
<td>36</td>
<td>70</td>
</tr>
</tbody>
</table>

Approximately 48% of our clients are currently in business, while another 39% are in the planning stages to begin business operations. We would anticipate over time that outcomes for Evanston participants would follow a similar trajectory. Further, we’d partner with the City to help local entrepreneurs identify retail establishment opportunities in areas targeted for economic revitalization.

### 2017 Projected Outcomes Metrics.

<table>
<thead>
<tr>
<th></th>
<th>SE South</th>
<th>SE Evanston</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business Served</strong></td>
<td>140</td>
<td>60</td>
<td>200</td>
</tr>
</tbody>
</table>

*ACTUALS (per Sunshine Reporting)
<table>
<thead>
<tr>
<th>Category</th>
<th>In Business</th>
<th>Planning Stages</th>
<th>Other Path</th>
<th>New Business Starts</th>
<th>Jobs Created</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>63</td>
<td>49</td>
<td>28</td>
<td>14</td>
<td>32</td>
</tr>
<tr>
<td></td>
<td>27</td>
<td>21</td>
<td>12</td>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td><strong>?</strong></td>
<td><strong>?</strong></td>
<td><strong>?</strong></td>
<td><strong>?</strong></td>
<td><strong>?</strong></td>
</tr>
<tr>
<td></td>
<td>90</td>
<td>70</td>
<td>40</td>
<td>20</td>
<td>45</td>
</tr>
</tbody>
</table>

*Projections are based on average outcomes experienced to date and the numbers are projected for three cohorts and this funding agreement is for one cohort only.

[SEE 2017 OUTCOMES (pg 152)]

**ELIGIBLE NEW BUSINESS STARTS REPORTED:**
1 Eligible: Human Success Factors from 2016 Cohort

**ELIGIBLE JOBS CREATED REPORTED**
1 Eligible: No qualifying documentation provided, but assumption that New Business Start is at least 1 job created

No further documentation provided (per unredacted City Sunshine report records)
APPENDIX B

**CDBG PROGRAM BUDGET**

Subrecipient: Sunshine Gospel Ministries dba Sunshine Enterprises
Program: Community Business Academy

Subrecipient: Sunshine Gospel Ministries dba Sunshine Enterprises
Program: Community Business Academy

<table>
<thead>
<tr>
<th>Program Expenses</th>
<th>Budget</th>
<th>CDBG Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td>$190,000</td>
<td>$75,000</td>
</tr>
<tr>
<td>Events (women in business, graduations workshops)</td>
<td>$25,000</td>
<td></td>
</tr>
<tr>
<td>Overhead</td>
<td>$50,900</td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>$265,900</td>
<td>$75,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Funding</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDBG</td>
<td>$75,000</td>
</tr>
<tr>
<td>1 FTE Hub Lead Trainer</td>
<td></td>
</tr>
<tr>
<td>.3 FTE Hub assistant</td>
<td></td>
</tr>
<tr>
<td>.3 FTE Program Director</td>
<td></td>
</tr>
<tr>
<td>.2 FTE Executive Director</td>
<td></td>
</tr>
<tr>
<td>.2 Payroll/HR/Financial Coordinator</td>
<td></td>
</tr>
<tr>
<td>.2 Communications Assistant</td>
<td></td>
</tr>
<tr>
<td>Private Donations</td>
<td>$191,800</td>
</tr>
<tr>
<td>Business Accelerator Services provided</td>
<td></td>
</tr>
<tr>
<td>Start Something Challenge</td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>$266,800</td>
</tr>
</tbody>
</table>
Appendix C  
City of Evanston 2014 CDBG Program  
Schedule for Reporting and Disbursement of Funds

This Program will submit program and financial reports three times annually. The payments will be in accordance with the schedule outlined below. Payments are contingent upon the execution of the SUBRECIPIENT AGREEMENT, receipt of program and financial reports, as well as source documents that substantiate CDBG-funded expenditures.

The reimbursement shall not exceed $1,250 per student, for a total of $25,000 per cohort session of Grantee’s training program. If Grantee enrolls less than 75% of individuals with Evanston based businesses and/or Evanston residents as participants in the cohort, the funding for that cohort will be reduced proportionally. For example, if they achieve 73%, their funding level would decrease by 2% and the funding level would be $24,500.

2017 Cohort Program Disbursement Schedule:

First Cohort: $25,000 at time of submission of registrants
Qualify for subsequent funding of $25,000 upon completion of the cohort session and submission of time and activity tracking report for the previous cohort. Report due April 28, 2017

Second Cohort: $25,000 at time of submission of registrants
Qualify for subsequent funding of $25,000 upon completion of the cohort session and submission of time and activity tracking report for the previous cohort. Report due September 1, 2017

Third Cohort: $25,000 at time of submission of registrants
Qualify for subsequent funding of $25,000 upon completion of the cohort session and submission of time and activity tracking report for the previous cohort. Report due December 22, 2017
APPENDIX E

INELIGIBLE PROGRAM COSTS

The City of Evanston uses Community Development Block Grant (CDBG) funds to support programs and services that provide for the needs of low- and moderate income residents as identified in the City’s 2015-2019 Consolidated Plan. Direct program costs are generally eligible for CDBG funds based on the federal Omni Circular. Some costs, though allowable under federal regulations, are ineligible for reimbursement with City of Evanston CDBG funds. Please note that some costs may be included in the program budget but will not be paid with CDBG. This list is not all inclusive.

Ineligible Costs include:

- Entertainment costs
- Alcoholic beverages
- Fines, penalties, damages and other settlements
- Compensation to trustees, board members and their immediate family members
- Staff time and other costs related to applying for CDBG funding
- Advertising and public relations costs (this does not include informational materials such as program flyers used for program outreach/recruitment of eligible participants)
- Fund raising costs
- Equipment and capital expenditures

Eligible costs that will not be paid with CDBG include:

- Costs relating to the federal Single Audit
- Indirect cost allocations, whether approved by a federal cognizant agency or the 10% di minimus indirect cost allocation
- Computers and other electronic devices
# PUBLIC TAX INFORMATION FOR SUNSHINE GOSPEL MINISTRIES:
## 2016, 2015, 2014

## 2016 FILINGS

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Period Ending</td>
<td>December 2016</td>
</tr>
<tr>
<td>Primary Name of Organization</td>
<td>Sunshine Gospel Ministries</td>
</tr>
<tr>
<td>Sort Name Line (Secondary/DBA Name Line)</td>
<td>Not filed</td>
</tr>
<tr>
<td>Subsection/Affiliation Code</td>
<td>03 7: Tax exempt for religious purposes</td>
</tr>
<tr>
<td>Last Ruling Date of Exemption Determination</td>
<td>May 1947</td>
</tr>
<tr>
<td>Deductibility Code</td>
<td>Contributions are deductible</td>
</tr>
<tr>
<td>Foundation Code</td>
<td>15: Organization which receives a substantial part of its support from a governmental unit or the general public 170(b)(1)(A)(vi)</td>
</tr>
<tr>
<td>Organizational Code</td>
<td>Corporation</td>
</tr>
<tr>
<td>Filing Code (primary return organization is required to file)</td>
<td>Form 990 - Return of Organization Exempt From Income Tax</td>
</tr>
<tr>
<td>Asset Amount</td>
<td>$3,306,036</td>
</tr>
<tr>
<td>Income Amount</td>
<td>$2,262,019</td>
</tr>
<tr>
<td>Revenue Amount</td>
<td>$1,975,583</td>
</tr>
</tbody>
</table>

*Sources: IRS Exempt Organizations Business Master File Extracts*

## 2015 FILINGS

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Period Ending</td>
<td>December 2015</td>
</tr>
<tr>
<td>Primary Name of Organization</td>
<td>Sunshine Gospel Ministries</td>
</tr>
<tr>
<td>Sort Name Line (Secondary/DBA Name Line)</td>
<td>Not filed</td>
</tr>
<tr>
<td>Subsection/Affiliation Code</td>
<td>03 7: Tax exempt for religious purposes</td>
</tr>
<tr>
<td>Last Ruling Date of Exemption Determination</td>
<td>May 1947</td>
</tr>
<tr>
<td>Deductibility Code</td>
<td>Contributions are deductible</td>
</tr>
<tr>
<td>Foundation Code</td>
<td>15: Organization which receives a substantial part of its support from a governmental unit or the general public 170(b)(1)(A)(vi)</td>
</tr>
<tr>
<td>Organizational Code</td>
<td>Corporation</td>
</tr>
<tr>
<td>Report Income from Unrelated Business Activity (Form 990-T)</td>
<td>No</td>
</tr>
<tr>
<td>Total Assets - EOY</td>
<td>$2,856,450</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>$1,461,617</td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>- Gifts, Grants, Membership Fees Received</td>
<td>$4,331,349</td>
</tr>
<tr>
<td>-- Grants Paid to Orgs/Individuals/Gov’t</td>
<td>0</td>
</tr>
<tr>
<td>- Revenue from “Business Incubator” 2a</td>
<td>$204,650</td>
</tr>
<tr>
<td>- Revenue from “Business Incubator” reported as Related or exempt function revenue</td>
<td>$204,650</td>
</tr>
<tr>
<td>- Net Income reported from Unrelated Business Activity</td>
<td>$0</td>
</tr>
<tr>
<td>- Gross income from interest etc (170)</td>
<td>$2,552</td>
</tr>
<tr>
<td>- Fund Balance</td>
<td>$1,776,184</td>
</tr>
<tr>
<td>- Gross sales – other assets</td>
<td>$19,627</td>
</tr>
<tr>
<td>- Net Gains from Sales – other Assets</td>
<td>$8,884</td>
</tr>
<tr>
<td>-- Total Salaries, compensation, employee benefits</td>
<td>$504,472</td>
</tr>
<tr>
<td>-- Compensation to Executive Director, Joel Hamernick</td>
<td>$105,432   for reported average 40 hours workweek</td>
</tr>
<tr>
<td>-- Reported Compensation to other Officers/Directors/Trustees/Highest Paid Non-Director Employees (who earned more than $100K)/Key Employees/Independent Contractors</td>
<td>0</td>
</tr>
<tr>
<td>Total number of individuals employed</td>
<td>40</td>
</tr>
<tr>
<td>Total number of volunteers</td>
<td>35</td>
</tr>
<tr>
<td>-- Expenses Conferences, conventions, meetings</td>
<td>$152,571</td>
</tr>
<tr>
<td>-- Management Fees</td>
<td>$19,690</td>
</tr>
<tr>
<td>-- Legal Fees</td>
<td>$5,500</td>
</tr>
<tr>
<td>-- Travel Expenses</td>
<td>$28,148</td>
</tr>
</tbody>
</table>

**Sources:** IRS SOI Extract of Exempt Organizations, NCCS Core & Cumulative Master Files

### 2014 FILINGS

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Period Ending</td>
<td>December 2014</td>
</tr>
<tr>
<td>Primary Name of Organization</td>
<td>Sunshine Gospel Ministries</td>
</tr>
<tr>
<td>Sort Name Line (Secondary/DBA Name Line)</td>
<td>Not filed</td>
</tr>
<tr>
<td>Exemption NTEE</td>
<td>Religious purposes – Christianity</td>
</tr>
<tr>
<td>Last Ruling Date of Exemption Determination</td>
<td>May 1947</td>
</tr>
<tr>
<td>Deductibility Code</td>
<td>Contributions are deductible</td>
</tr>
<tr>
<td>Total Assets - EOY</td>
<td>$2,596,667</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>$923,715</td>
</tr>
</tbody>
</table>

**Sources:** IRS SOI Extract of Exempt Organizations, NCCS Core & Cumulative Master Files
### NATIONAL OBJECTIVES — PUBLIC SERVICES

<table>
<thead>
<tr>
<th>Objective</th>
<th>Qualifies If</th>
<th>Example</th>
<th>Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>L/M Income Area Benefit</td>
<td>The public service is available to <em>all</em> the residents in a particular primarily residential area, and at least 51% of those residents (or less if the exception criteria are applicable) are L/M income persons.</td>
<td>Increased police and fire protection services in a predominantly L/M income neighborhood.</td>
<td>For more information, see page 3-7.</td>
</tr>
<tr>
<td>L/M Income Limited Clientele</td>
<td>The public service is limited to a specific group of people, at least 51% of whom are L/M income persons. Services qualifying under this category serve a specific clientele, rather than providing service to all the persons in a geographic area.</td>
<td>Provision of meals to the homeless. (Most public services qualify under this category.)</td>
<td>For more information, see page 3-14.</td>
</tr>
<tr>
<td>L/M Income Housing</td>
<td>Not applicable.</td>
<td>Not applicable.</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>L/M Income Jobs</td>
<td>Not applicable.</td>
<td>Not applicable.</td>
<td>Not applicable.</td>
</tr>
</tbody>
</table>
**Grantee & Program/Project:** Sunshine Enterprises Community Business Academy / Evanston

**Report Period:** 1/1/2016 - 12/1/2016

### Individuals Served

<table>
<thead>
<tr>
<th></th>
<th>Cohort 1</th>
<th>Cohort 2</th>
<th>Cohort 3</th>
<th>Cumulative Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Evanston</td>
<td>Non-Evanston</td>
<td>Total</td>
<td>Evanston</td>
</tr>
<tr>
<td>New</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>17</em></td>
<td>22</td>
<td><em>49</em></td>
<td>28</td>
</tr>
<tr>
<td>Continuing</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Served</td>
<td>22</td>
<td>6</td>
<td>28</td>
<td>19</td>
</tr>
</tbody>
</table>

### Family Income -- New*

<table>
<thead>
<tr>
<th></th>
<th>Evanston</th>
<th>Non-Evanston</th>
<th>Total</th>
<th>Evanston</th>
<th>Non-Evanston</th>
<th>Total</th>
<th>Evanston</th>
<th>Non-Evanston</th>
<th>Total</th>
<th>Evanston</th>
<th>Non-Evanston</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Low-less than 30% of median</td>
<td>16</td>
<td></td>
<td>16</td>
<td>10</td>
<td></td>
<td>10</td>
<td>5</td>
<td></td>
<td>5</td>
<td>31</td>
<td></td>
<td>31</td>
</tr>
<tr>
<td>Low-less than 50% of median</td>
<td>6</td>
<td></td>
<td>6</td>
<td>5</td>
<td></td>
<td>5</td>
<td>4</td>
<td></td>
<td>4</td>
<td>15</td>
<td></td>
<td>15</td>
</tr>
<tr>
<td>Moderate-less than 80% of median</td>
<td>0</td>
<td></td>
<td>0</td>
<td>2</td>
<td></td>
<td>2</td>
<td>6</td>
<td></td>
<td>6</td>
<td>8</td>
<td></td>
<td>8</td>
</tr>
<tr>
<td>Not Low/Moderate-80%+ of median</td>
<td>6</td>
<td></td>
<td>6</td>
<td>7</td>
<td></td>
<td>7</td>
<td>4</td>
<td></td>
<td>4</td>
<td>17</td>
<td></td>
<td>17</td>
</tr>
<tr>
<td>Total</td>
<td>28</td>
<td></td>
<td>28</td>
<td>24</td>
<td></td>
<td>24</td>
<td>19</td>
<td></td>
<td>19</td>
<td>71</td>
<td></td>
<td>71</td>
</tr>
</tbody>
</table>

### Special Needs -- New*

<table>
<thead>
<tr>
<th></th>
<th>Evanston</th>
<th>Non-Evanston</th>
<th>Total</th>
<th>Evanston</th>
<th>Non-Evanston</th>
<th>Total</th>
<th>Evanston</th>
<th>Non-Evanston</th>
<th>Total</th>
<th>Evanston</th>
<th>Non-Evanston</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homeless</td>
<td>1</td>
<td></td>
<td>1</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
<td>0</td>
<td>1</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Female Headed Household</td>
<td>22</td>
<td></td>
<td>22</td>
<td>14</td>
<td></td>
<td>14</td>
<td>7</td>
<td></td>
<td>7</td>
<td>43</td>
<td></td>
<td>43</td>
</tr>
<tr>
<td>Disabled/Special Needs</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

### New Evanston Clients Only!!!

<table>
<thead>
<tr>
<th></th>
<th>Ethnicity</th>
<th></th>
<th>Ethnicity</th>
<th></th>
<th>Ethnicity</th>
<th></th>
<th>Ethnicity</th>
<th></th>
<th>Ethnicity</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Non-Hispanic</td>
<td>Hispanic</td>
<td>Total</td>
<td>Non-Hispanic</td>
<td>Hispanic</td>
<td>Total</td>
<td>Non-Hispanic</td>
<td>Hispanic</td>
<td>Total</td>
<td>Non-Hispanic</td>
</tr>
<tr>
<td>Race</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>White</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>Black/African American</td>
<td>25</td>
<td>25</td>
<td>25</td>
<td>20</td>
<td>20</td>
<td>40</td>
<td>3</td>
<td>3</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Asian</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>American Indian/Alaskan native</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian/Other Pacific Islander</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; White</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Asian &amp; White</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Black/African American &amp; White</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Am Indian/Alaskan Native &amp; Black African Am</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other multi-racial</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Total</td>
<td>28</td>
<td>0</td>
<td>28</td>
<td>24</td>
<td>0</td>
<td>24</td>
<td>17</td>
<td>2</td>
<td>19</td>
<td></td>
</tr>
</tbody>
</table>

Please note: If your organization serves non-Evanston residents, provide the number served, their family income category and any special needs categories.

**Race & Ethnicity** should be provided for Evanston clients only. In each quarter, the Evanston client totals (light yellow boxes) should be the same.

In the Cumulative Totals, the Evanston client totals (blue boxes) should be the same.
<table>
<thead>
<tr>
<th>Outcome (What is the program designed to achieve)</th>
<th>Indicator (How is success determined?)</th>
<th>Cohort 1</th>
<th>Cohort 2</th>
<th>Cohort 3</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Businesses Served</td>
<td>Local Entrepreneurs Served</td>
<td>Target #: 20</td>
<td>20</td>
<td>20</td>
<td>60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Actual #: 28</td>
<td>24</td>
<td>19</td>
<td>71</td>
</tr>
<tr>
<td>Planning Stages</td>
<td>Developing Businesses</td>
<td>Target #: 8</td>
<td>8</td>
<td>8</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Actual #: 12</td>
<td>10</td>
<td>6</td>
<td>28</td>
</tr>
<tr>
<td>Other Path</td>
<td>New Job or Promotion</td>
<td>Target #: 2</td>
<td>2</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Actual #: 6</td>
<td>4</td>
<td>3</td>
<td>13</td>
</tr>
<tr>
<td>New Business Starts</td>
<td>New Revenue Generating Business</td>
<td>Target #: 2</td>
<td>2</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Actual #: 6</td>
<td>7</td>
<td>8</td>
<td>21</td>
</tr>
<tr>
<td>Job Creation</td>
<td>New Jobs at Minimum Wage or Higher</td>
<td>Target #: 4</td>
<td>4</td>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Actual #: 3</td>
<td>2</td>
<td>7</td>
<td>12</td>
</tr>
</tbody>
</table>

[SEE Outcomes 2016 (pg 150) & 2017 (pg. 152)]

ELIGIBLE NEW BUSINESS STARTS REPORTED:
1 Eligible: Jennifer’s Edibles from 2016 Cohort 1

NONELIGIBLE NEW BUSINESS STARTS REPORTED
Eye Boutique (Owner/Business was not a City CDBG-funded beneficiaries, according to Sunshine’s reported rosters 2016 or 2017)
Body Works by Carla (Reported as a new brick & mortar business opening in 2016 on records)

ELIGIBLE JOBS CREATED REPORTED
1 Eligible: No qualifying documentation provided, but assumption that New Business Start is at least 1 job created

NONELIGIBLE JOBS CREATED REPORTED
Rue Simmons, Evanston resident, full-time employee of Sunshine Enterprises

No further documentation provided (per unredacted City Sunshine report records)
### Program/Project Line Item Expenditures

<table>
<thead>
<tr>
<th>Program/Project Line Item Expenditures</th>
<th>Budget</th>
<th>CDBG Funds</th>
<th>Cohort 1</th>
<th>Cohort 2</th>
<th>Cohort 3</th>
<th>Spent to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winter Community Business Academy</td>
<td>$52,500.00</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Spring Community Business Academy</td>
<td>$52,500.00</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Fall Community Business Academy</td>
<td>$52,550.00</td>
<td>$50,000.00</td>
<td></td>
<td>$50,000.00</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Other (Marketing, Office Supplies, Travel, Insurance, IT)</td>
<td>$28,000.00</td>
<td>-$</td>
<td>$6,907.16</td>
<td>$6,906.42</td>
<td>$6,906.42</td>
<td>$20,720.00</td>
</tr>
<tr>
<td>Rising Tide Capital Certification &amp; Materials</td>
<td>$8,000.00</td>
<td>-$</td>
<td>$1,973.58</td>
<td>$1,973.58</td>
<td>$1,972.84</td>
<td>$5,920.00</td>
</tr>
<tr>
<td>Women in Business Summit (Start Something Challenge)</td>
<td>$25,000.00</td>
<td>-$</td>
<td>$6,167.16</td>
<td>$6,166.42</td>
<td>$6,166.42</td>
<td>$18,500.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>$218,550.00</td>
<td>$150,000.00</td>
<td>$65,047.90</td>
<td>$65,046.42</td>
<td>$65,045.68</td>
<td>$195,140.00</td>
</tr>
</tbody>
</table>

### Program/Project Line Item Funding

<table>
<thead>
<tr>
<th>Program/Project Line Item Funding</th>
<th>Budget</th>
<th>Cohort 1</th>
<th>Cohort 2</th>
<th>Cohort 3</th>
<th>Received to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Business Academy - Evanston CDBG</td>
<td>$157,550.00</td>
<td>$50,000.00</td>
<td>$47,500.00</td>
<td>$50,000.00</td>
<td>$147,500.00</td>
</tr>
<tr>
<td>Other (Private Donations &amp; Program Income)</td>
<td>$61,000.00</td>
<td>$45,000.00</td>
<td>$15,000.00</td>
<td>$17,640.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$47,640.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$-</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>$218,550.00</td>
<td>$65,000.00</td>
<td>$65,140.00</td>
<td>$65,000.00</td>
<td>$195,140.00</td>
</tr>
<tr>
<td>Employee</td>
<td>Title</td>
<td>% of Payroll</td>
<td>2016 Salary (per Attached Payroll Reports)</td>
<td>Actuals Salary Per Grant %</td>
<td>Employer Taxes Budget</td>
</tr>
<tr>
<td>-------------------------</td>
<td>--------------------------------------</td>
<td>--------------</td>
<td>------------------------------------------</td>
<td>----------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Robin Rue</td>
<td>Hub Trainer</td>
<td>100.00%</td>
<td>40,000</td>
<td>38,333</td>
<td>38,333</td>
</tr>
<tr>
<td>Ryan Pederson</td>
<td>Hub Assistant</td>
<td>30.00%</td>
<td>12,000</td>
<td>46,750</td>
<td>14,025</td>
</tr>
<tr>
<td>Ethan Daly</td>
<td>SE Director of Strategy and Communications</td>
<td>30.00%</td>
<td>23,000</td>
<td>64,850</td>
<td>19,455</td>
</tr>
<tr>
<td>Shelby Parchman</td>
<td>SE Program Director</td>
<td>30.00%</td>
<td>25,000</td>
<td>74,375</td>
<td>22,313</td>
</tr>
<tr>
<td>Joel Hamernick</td>
<td>Executive Director</td>
<td>20.00%</td>
<td>20,000</td>
<td>132,170</td>
<td>26,434</td>
</tr>
<tr>
<td>Jennifer Bentley</td>
<td>Payroll/HR/Financial Coordinator</td>
<td>20.00%</td>
<td>6,000</td>
<td>34,749</td>
<td>6,950</td>
</tr>
<tr>
<td>Shandra Richardson</td>
<td>Communications Assistant</td>
<td>30.00%</td>
<td>6,000</td>
<td>17,758</td>
<td>5,327</td>
</tr>
<tr>
<td>Debbie Ferrill</td>
<td>Intern</td>
<td>20.00%</td>
<td>5,000</td>
<td>23,869</td>
<td>4,774</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>137,000</td>
<td>432,854</td>
<td>137,611</td>
</tr>
</tbody>
</table>

**PARTIAL ADMINISTRATIVE COSTS PER GRANT (CDBG Pro Rata Assumptions)**

**HUB TRAINER**
- (per below Time & Effort Certification)
  - *Facilitating CBA Classes* 7,666.6
  - *(CBA Classes)* 7,666.6
  - *Preparation of Client Activities* 7,666.6
  - *Managing Overall CBA Activities* 7,665.8
  - TOTAL ADMIN COSTS HUB TRAINER $23,000

**HUB ASSISTANT (Per T&E Certificate)**
- *Managing/Completing Admin Activities* 2,805
- *(CBA Classes)* 2,805
- *(CBA Clients)* 2,805
- *(Preparation of Client Activities)* 2,805
- *(Managing Overall CBA Activities)* 2,805
  - TOTAL ADMIN COSTS HUB Assistant $8415

**INTERN (Per T&E Certificate)**
- *Class Material Assembly* 954.8
- *Administrative Log Ups* 954.8
- *Class Update & Announcement Emails* 954.8
- *(Other Administrative Duties)* 954.8
  - TOTAL ADMIN COSTS HUB Intern $4774

**TOTAL FROM 3 PARTIAL ADMIN COSTS:** $36,189

**FULL ADMINISTRATIVE COSTS (CDBG Pro Rata)**
- SE Director Strategy & Comm 19,455
- SE Program Director 22,313
- Executive Director 26,434
- Payroll/HR/Financial Coordinator 6,950
- Communications Assistant 5,327
  - TOTAL FULL ADMIN COSTS $80,479

**SUBTOTAL PARTIAL ADMIN COST (CDBG Pro Rata Assum.)** $36,189

**SUBTOTAL FULL ADMIN COSTS (CDBG Pro Rata)** $80,479

**OTHER ADMINISTRATIVE COSTS PER GRANT (FICA/UE/WC per 2015 contract pg 508)** $9889

**TOTAL ADMIN COSTS (CDBG Pro Rata)** $126,557

**TOTAL CDBG GRANT FUNDING** $147,500

**ESTIMATED SUNSHINE ADMIN COSTS OVER MAXIMUM** $97,057 ($126,557 - $29,500)
<table>
<thead>
<tr>
<th>Pay</th>
<th>Hrs</th>
<th>Amt</th>
<th>Deductions</th>
<th>Amt</th>
<th>Employee-paid Taxes</th>
<th>Amt</th>
<th>Company Contributions</th>
<th>Amt</th>
<th>Company-paid Taxes</th>
<th>Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rue, Robin D. Net $1,317.49</td>
<td>Sal 86.67 $1,666.67</td>
<td>FIT $165.99</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
<td>IL PIT $55.70</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
<td>IL SUI $0.00</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
</tr>
<tr>
<td>Rue, Robin D. Net $1,317.47</td>
<td>Sal 86.67 $1,666.67</td>
<td>FIT $165.99</td>
<td>SS $103.34</td>
<td>Med $24.17</td>
<td>IL PIT $55.70</td>
<td>SS $103.34</td>
<td>Med $24.17</td>
<td>IL SUI $0.00</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
</tr>
<tr>
<td>Rue, Robin D. Net $1,317.48</td>
<td>Sal 86.67 $1,666.67</td>
<td>FIT $165.99</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
<td>IL PIT $55.70</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
<td>IL SUI $0.00</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
</tr>
<tr>
<td>Rue, Robin D. Net $1,317.49</td>
<td>Sal 86.67 $1,666.67</td>
<td>FIT $165.99</td>
<td>SS $103.34</td>
<td>Med $24.17</td>
<td>IL PIT $55.70</td>
<td>SS $103.34</td>
<td>Med $24.17</td>
<td>IL SUI $0.00</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
</tr>
<tr>
<td>Rue, Robin D. Net $1,317.48</td>
<td>Sal 86.67 $1,666.67</td>
<td>FIT $165.99</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
<td>IL PIT $55.70</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
<td>IL SUI $0.00</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
</tr>
<tr>
<td>Rue, Robin D. Net $1,317.49</td>
<td>Sal 86.67 $1,666.67</td>
<td>FIT $165.99</td>
<td>SS $103.34</td>
<td>Med $24.17</td>
<td>IL PIT $55.70</td>
<td>SS $103.34</td>
<td>Med $24.17</td>
<td>IL SUI $0.00</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
</tr>
<tr>
<td>Rue, Robin D. Net $1,317.48</td>
<td>Sal 86.67 $1,666.67</td>
<td>FIT $165.99</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
<td>IL PIT $55.70</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
<td>IL SUI $0.00</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
</tr>
<tr>
<td>Rue, Robin D. Net $1,317.49</td>
<td>Sal 86.67 $1,666.67</td>
<td>FIT $165.99</td>
<td>SS $103.34</td>
<td>Med $24.17</td>
<td>IL PIT $55.70</td>
<td>SS $103.34</td>
<td>Med $24.17</td>
<td>IL SUI $0.00</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
</tr>
<tr>
<td>Rue, Robin D. Net $1,317.48</td>
<td>Sal 86.67 $1,666.67</td>
<td>FIT $165.99</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
<td>IL PIT $55.70</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
<td>IL SUI $0.00</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
</tr>
<tr>
<td>Rue, Robin D. Net $1,317.48</td>
<td>Sal 86.67 $1,666.67</td>
<td>FIT $165.99</td>
<td>SS $103.34</td>
<td>Med $24.17</td>
<td>IL PIT $55.70</td>
<td>SS $103.34</td>
<td>Med $24.17</td>
<td>IL SUI $0.00</td>
<td>SS $103.33</td>
<td>Med $24.16</td>
</tr>
<tr>
<td>Name</td>
<td>Net</td>
<td>Sal</td>
<td>FIT</td>
<td>SS</td>
<td>Med</td>
<td>IL PIT</td>
<td>SS</td>
<td>Med</td>
<td>IL SUI</td>
<td>IL PIT</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------</td>
<td>-----------</td>
<td>-----------</td>
<td>-----------</td>
<td>----------</td>
<td>-----------</td>
<td>-----------</td>
<td>----------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>Rue, Robin D.</td>
<td>$1,317.48</td>
<td>86.67</td>
<td>$1,666.67</td>
<td>$165.99</td>
<td>$103.33</td>
<td>$24.17</td>
<td>$103.34</td>
<td>$24.16</td>
<td>$104.17</td>
<td></td>
</tr>
<tr>
<td>04/15/2016 - 04/15/2016</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rue, Robin D.</td>
<td>$1,317.48</td>
<td>86.67</td>
<td>$1,666.67</td>
<td>$165.99</td>
<td>$103.34</td>
<td>$24.16</td>
<td>$103.33</td>
<td>$24.17</td>
<td>$104.16</td>
<td></td>
</tr>
<tr>
<td>03/30/2016 - 03/31/2016</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rue, Robin D.</td>
<td>$1,317.48</td>
<td>86.67</td>
<td>$1,666.67</td>
<td>$165.99</td>
<td>$103.33</td>
<td>$24.17</td>
<td>$103.33</td>
<td>$24.17</td>
<td>$104.17</td>
<td></td>
</tr>
<tr>
<td>02/16/2016 - 02/29/2016</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rue, Robin D.</td>
<td>$1,317.48</td>
<td>86.67</td>
<td>$1,666.67</td>
<td>$165.99</td>
<td>$103.33</td>
<td>$24.17</td>
<td>$103.33</td>
<td>$24.17</td>
<td>$104.17</td>
<td></td>
</tr>
<tr>
<td>02/29/2016 - 02/29/2016</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$30,302.04</td>
<td>1993.41</td>
<td>$38,333.41</td>
<td>$3,817.77</td>
<td>$2,376.67</td>
<td>$555.83</td>
<td>$1,281.10</td>
<td>$2,376.67</td>
<td>$555.83</td>
<td>$810.00</td>
</tr>
</tbody>
</table>
TIME AND EFFORT CERTIFICATION FORM

I, Robin Rue, certify that during the period from 2/1/2016 to 12/31/2016, I worked 173 hours and 100% of my professional time on the grant project entitled: Evanston Community Business Academy.

A description of the work I performed on this project is as follows:

1) Fundraising and Donor Management
2) Facilitating CBA Classes
3) Coaching CBA Clients
4) Preparing Reports on Client Activities
5) Managing Overall CBA Activities

<table>
<thead>
<tr>
<th>Usual Salary Account #</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1,666</td>
<td>--</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Biweekly Salary/Hourly Rate</th>
<th>Account # of Grant/Project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3-2-2017</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employee Signature/Date</th>
<th>Employee Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-2-2017</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supervisor's Signature/Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-2-2017</td>
</tr>
</tbody>
</table>
TIME AND EFFORT CERTIFICATION FORM

I, Ryan Pederson, certify that during the period from 12/1/2016 to 12/31/2016, I worked 173 hours and 30% time on the grant project entitled: Evanston Community Business Academy.

A description of the work I performed on this project is as follows:

1) Managing and completing CBA administrative activities
2) Facilitating CBA classes
3) Coaching CBA clients
4) Preparing reports on client activities
5) Managing overall CBA activities

<table>
<thead>
<tr>
<th>Usual Salary Account #</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>22500.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Biweekly Salary/Hourly Rate</th>
<th>Account # of Grant/Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ryan Pederson</td>
<td></td>
</tr>
<tr>
<td>3-2-2017</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employee Signature/Date</th>
<th>Employee Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shelley</td>
<td></td>
</tr>
<tr>
<td>3-2-2017</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supervisor’s Signature/Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-2-2017</td>
</tr>
</tbody>
</table>
TIME AND EFFORT CERTIFICATION FORM

I, Joel Hamernick, certify that during the period from 12/01/2016 to 12/31/2016, I worked 173 hours and 20% of the time on the grant project entitled: Evanston Community Business Academy.

A description of the work I performed on this project is as follows:

1) Strategy development
2) Staff leadership development
3) Fundraising & Donor Management
4) Organization legal structure and oversight
5) Board development and external communications

<table>
<thead>
<tr>
<th>Usual Salary Account #</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Biweekly Salary/Hourly Rate</th>
<th>Account # of Grant/Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>$492.39</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employee Signature/Date</th>
<th>Employee Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/2016</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supervisor's Signature/Date</th>
<th></th>
</tr>
</thead>
</table>
TIME AND EFFORT CERTIFICATION FORM

I, Ethan Daly, certify that during the period from 12/01/2016 to 12/31/2016, I worked 173 hours and 30% time on the grant project entitled: Evanston Community Business Academy.

A description of the work I performed on this project is as follows:

1) Coordinating/managing events  
2) Preparing reports on client activities  
3) Managing overall CBA activities  
4) Developing community partnerships

<table>
<thead>
<tr>
<th>Usual Salary Account #</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Biweekly Salary/Hourly Rate</th>
<th>Account # of Grant/Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>$733.33</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employee Signature/Date</th>
<th>Employee Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>ldl</td>
<td></td>
</tr>
<tr>
<td>12/31/2016</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supervisor's Signature/Date</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/2016</td>
<td></td>
</tr>
</tbody>
</table>
TIME AND EFFORT CERTIFICATION FORM

I, Jennifer Bentley, certify that during the period from [2/01/2016] to [2/31/2016], I worked 173 hours and 20% of the time on the grant project entitled: Evanston Community Business Academy.

A description of the work I performed on this project is as follows:

1) Financial Coordinator
2) Payroll Support & Administration
3) HR Support & Administration

<table>
<thead>
<tr>
<th>Usual Salary Account #</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$1500</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Biweekly Salary/Hourly Rate</th>
<th>Account # of Grant/Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-31-16</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employee Signature/Date</th>
<th>Employee Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/16</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supervisor's Signature/Date</th>
<th></th>
</tr>
</thead>
</table>
I, Shandra Richardson, certify that during the period from 12/1/2016 to 12/31/2016, I worked 173 hours and 20% time on the grant project entitled: Evanston Community Business Academy.

A description of the work I performed on this project is as follows:

1) Sunshine Enterprises Pitch Competition Management
2) Women in Business Summit Management
3) Evanston Client Newsletters and Highlights

<table>
<thead>
<tr>
<th>Usual Salary Account #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Biweekly Salary/Hourly Rate</th>
<th>Account # of Grant/Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,791.67</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employee Signature/Date</th>
<th>Employee Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature] 3/2/17</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supervisor's Signature/Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature] 3/2/2017</td>
</tr>
</tbody>
</table>
TIME AND EFFORT CERTIFICATION FORM

I, Debbie Ferrill, certify that during the period from 12/01/2016 to 12/31/2016, I worked 173 hours and 20% of the time on the grant project entitled: Evanston Community Business Academy.

A description of the work I performed on this project is as follows:

1) Assemble materials for weekly classes
2) Update administrative log with weekly attendance, homework submissions and payments
3) Email class updates and announcements to students
4) **Calculate financial aid award amounts.**
5) Other administrative duties as needed

<table>
<thead>
<tr>
<th>Usual Salary Account #</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1040.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Biweekly Salary/Hourly Rate</th>
<th>Account # of Grant/Project</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employee Signature/Date</th>
<th>Employee Social Security Number</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/16</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supervisor's Signature/Date</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/2016</td>
<td></td>
</tr>
</tbody>
</table>
CITY OF EVANSTON

CHECK REQUEST FORM

DATE

Make check payable to:
NAME: Sunshine Gospel Ministries
ADDRESS: 501 E. 61st Street P.O. Box 377939 Chicago, Illinois 60637

Account Number # PO#

AMOUNT $50,000 (PO required for purchases over $1000.00)

DESCRIPTION: Reimbursement for Winter 2016 Community Business Academy program

Account Distribution:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>215.21.5260.63064</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>Acct #</td>
<td>$</td>
</tr>
<tr>
<td>Acct #</td>
<td>$</td>
</tr>
</tbody>
</table>

REQUESTED BY: [Signature] APPROVED BY: [Signature]

For pick up notify: Paul Zalmezak 847.448.8013
Name Phone

*Request for checks to be held for pick-up must be emailed to Accounts Payable
CITY OF EVANSTON

CHECK REQUEST FORM

DATE October 14, 2016

Make check payable to:

NAME Sunshine Gospel Ministries

ADDRESS 501 E. 61st Street P.O. Box 377939 Chicago, Illinois 60637

Account Number # ________    PO#__________________________
(PO required for purchases over $1000.00)

AMOUNT $22,500

DESCRIPTION: Second Payment for Spring 2016 Community Business Academy program

Account Distribution:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>$</th>
<th>Acct #</th>
<th>$</th>
<th>Acct #</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>215.21.5260.63064</td>
<td>22,500</td>
<td>___________</td>
<td>___________</td>
<td>___________</td>
<td>___________</td>
</tr>
</tbody>
</table>

REQUESTED BY: [Signature]

APPROVED BY: [Signature]

For pick up notify: Paul Zalmezak 847.448.8013

Name Phone

*Request for checks to be held for pick-up must be emailed to Accounts Payable
<table>
<thead>
<tr>
<th>#</th>
<th>Cohort</th>
<th>First Name</th>
<th>Last Name</th>
<th>Home Address</th>
<th>City</th>
<th>Zip</th>
<th>Ward</th>
<th>Business Name</th>
<th>Business Type</th>
<th>Graduated?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Winter 2016</td>
<td>Nikkia</td>
<td>Legrone</td>
<td>Evanston</td>
<td>Evanston IL</td>
<td>60201</td>
<td>5</td>
<td>Extraordinary Events</td>
<td>Event Planning</td>
<td>yes</td>
</tr>
<tr>
<td>2</td>
<td>Winter 2017</td>
<td>Carla</td>
<td>Eason</td>
<td>Evanston</td>
<td>Evanston IL</td>
<td>60202</td>
<td>2</td>
<td>Body Works by Carla</td>
<td>Massage Therapy</td>
<td>yes</td>
</tr>
<tr>
<td>3</td>
<td>Winter 2018</td>
<td>Kyllette</td>
<td>Lindsey</td>
<td>Evanston</td>
<td>Evanston IL</td>
<td>60201</td>
<td>3</td>
<td>kkmd</td>
<td>Media</td>
<td>yes</td>
</tr>
<tr>
<td>4</td>
<td>Winter 2019</td>
<td>Normaee</td>
<td>Gallimore</td>
<td>Evanston</td>
<td>Evanston IL</td>
<td>60202</td>
<td>8</td>
<td>Divorce and Me</td>
<td>Service</td>
<td>yes</td>
</tr>
<tr>
<td>5</td>
<td>Winter 2020</td>
<td>Deanna</td>
<td>Williams</td>
<td>Evanston</td>
<td>Evanston IL</td>
<td>60201</td>
<td>6</td>
<td>Food</td>
<td></td>
<td>no</td>
</tr>
<tr>
<td>6</td>
<td>Winter 2021</td>
<td>Teyla</td>
<td>Michelle</td>
<td>Covin</td>
<td>Evanston IL</td>
<td>60202</td>
<td>9</td>
<td>woman about town</td>
<td>networking</td>
<td>no</td>
</tr>
<tr>
<td>7</td>
<td>Winter 2022</td>
<td>Deziarah</td>
<td>Petts</td>
<td>Evanston</td>
<td>Evanston IL</td>
<td>60202</td>
<td>2</td>
<td>Fresh Print</td>
<td>Graphic T Shirts</td>
<td>yes</td>
</tr>
<tr>
<td>8</td>
<td>Winter 2023</td>
<td>Seth</td>
<td>Simmons</td>
<td>Evanston</td>
<td>Evanston IL</td>
<td>60201</td>
<td>2</td>
<td>Burn Beauty</td>
<td>Public Speaking</td>
<td>yes</td>
</tr>
<tr>
<td>9</td>
<td>Winter 2024</td>
<td>Annie</td>
<td>Brit</td>
<td>Evanston</td>
<td>Evanston IL</td>
<td>60204</td>
<td>4</td>
<td>Extraordinary Events</td>
<td>Event Planning</td>
<td>yes</td>
</tr>
<tr>
<td>10</td>
<td>Winter 2025</td>
<td>Karl</td>
<td>Butler</td>
<td>Evanston</td>
<td>Evanston IL</td>
<td>60202</td>
<td>2</td>
<td>Extraordinary Events</td>
<td>Event Planning</td>
<td>yes</td>
</tr>
<tr>
<td>11</td>
<td>Winter 2026</td>
<td>AMPARO</td>
<td>KACIUS</td>
<td>Evanston</td>
<td>Evanston IL</td>
<td>60201</td>
<td>2</td>
<td>Extraordinary Events</td>
<td>Event Planning</td>
<td>yes</td>
</tr>
<tr>
<td>12</td>
<td>Winter 2027</td>
<td>Justin</td>
<td>Martin</td>
<td>Evanston</td>
<td>Evanston IL</td>
<td>60201</td>
<td>2</td>
<td>Extraordinary Events</td>
<td>Event Planning</td>
<td>yes</td>
</tr>
<tr>
<td>13</td>
<td>Winter 2028</td>
<td>Lynette</td>
<td>Sluhmacher</td>
<td>Evanston</td>
<td>Evanston IL</td>
<td>60201</td>
<td>6</td>
<td>Extraordinary Events</td>
<td>Event Planning</td>
<td>yes</td>
</tr>
<tr>
<td>14</td>
<td>Winter 2029</td>
<td>Tiffini</td>
<td>Holmes</td>
<td>Evanston</td>
<td>Evanston IL</td>
<td>60201</td>
<td>1</td>
<td>Extraordinary Events</td>
<td>Event Planning</td>
<td>yes</td>
</tr>
<tr>
<td>15</td>
<td>Winter 2030</td>
<td>Tracy</td>
<td>Jackson</td>
<td>Evanston</td>
<td>Evanston IL</td>
<td>60201</td>
<td>2</td>
<td>Extraordinary Events</td>
<td>Event Planning</td>
<td>yes</td>
</tr>
<tr>
<td>16</td>
<td>Winter 2031</td>
<td>Wendy</td>
<td>Weaver</td>
<td>Evanston</td>
<td>Evanston IL</td>
<td>60201</td>
<td>5</td>
<td>Extraordinary Events</td>
<td>Event Planning</td>
<td>yes</td>
</tr>
<tr>
<td>17</td>
<td>Winter 2032</td>
<td>Kandi</td>
<td>Corbin</td>
<td>Evanston</td>
<td>Evanston IL</td>
<td>60201</td>
<td>7</td>
<td>Extraordinary Events</td>
<td>Event Planning</td>
<td>yes</td>
</tr>
<tr>
<td>18</td>
<td>Winter 2033</td>
<td>Gulshat</td>
<td>Nenatulla</td>
<td>Chicago</td>
<td>Chicago IL</td>
<td>60659</td>
<td>1</td>
<td>Extraordinary Events</td>
<td>Event Planning</td>
<td>yes</td>
</tr>
</tbody>
</table>

**Notes:**
- Winter 2016: Nikkia Legrone is a resident/business in Evanston, IL 60201.
- Winter 2017: Carla Eason is a resident/business in Evanston, IL 60202.
- Winter 2018: Kyllette Lindsey is a resident/business in Evanston, IL 60201.
- Winter 2019: Normaee Gallimore is a resident/business in Evanston, IL 60202.
- Winter 2020: Deanna Williams is a resident/business in Evanston, IL 60201.
- Winter 2021: Teyla Michelle Covin is a resident/business in Evanston, IL 60201.
- Winter 2022: Deziarah Petts is a resident/business in Evanston, IL 60202.
- Winter 2023: Seth Simmons is a resident/business in Evanston, IL 60201.
- Winter 2024: Annie Brit is a resident/business in Evanston, IL 60204.
- Winter 2025: Karl Butler is a resident/business in Evanston, IL 60202.
- Winter 2026: AMPARO KACIUS is a resident/business in Evanston, IL 60201.
- Winter 2027: Justin Martin is a resident/business in Evanston, IL 60201.
- Winter 2028: Lynette Sluhmacher is a resident/business in Evanston, IL 60201.
- Winter 2029: Tiffini Holmes is a resident/business in Evanston, IL 60201.
- Winter 2030: Tracy Jackson is a resident/business in Evanston, IL 60201.
- Winter 2031: Wendy Weaver is a resident/business in Evanston, IL 60201.
- Winter 2032: Kandi Corbin is a resident/business in Evanston, IL 60201.
- Winter 2033: Gulshat Nenatulla is a resident/business in Chicago, IL 60659.
- Winter 2034: Coretta Braithwaite is a resident/business in Evanston, IL 60204.
- Winter 2035: Precious Crawford is a resident/business in Chicago, IL 60649-3004.
- Winter 2036: Sandy Mathurin is a resident/business in Skokie, IL 60076.
- Winter 2037: LaDesia Taylor is a resident/business in Country Club Hills, IL 60478.
- Winter 2038: Jennifer Eason is a resident/business in Skokie, IL 60077.
- Winter 2039: Inman Dawson is a resident/business in Chicago, IL 60645.
- Winter 2040: Natalie Waters is a resident/business in Chicago, IL 60630.
- Winter 2041: Jamelia Pierce is a resident/business in Chicago, IL 60645.
- Winter 2042: Michelle Sampson is a resident/business in Chicago, IL 60640.
- Winter 2043: Tyrone Crowder is a resident/business in Chicago, IL 60626.
- Winter 2044: Stacy Brill is a resident/business in Skokie, IL 60077.
- Spring 2016: Evelina Bonnet is a resident/business in Evanston, IL 60204.
- Spring 2016: Marcus Brown is a resident/business in Skokie, IL 60077.
- Spring 2016: Chimere Brown is a resident/business in Chicago, IL 60607.
- Spring 2016: Landon Carter is a resident/business in Chicago, IL 60628.
- Spring 2016: Chandra Dickerson is a resident/business in Evanston, IL 60201.
- Spring 2016: Kyshana Edison is a resident/business in Chicago Ridge, IL 60415.
<table>
<thead>
<tr>
<th>#</th>
<th>Cohort</th>
<th>First Name</th>
<th>Last Name</th>
<th>Business resident/ business</th>
<th>Home Address</th>
<th>City</th>
<th>St</th>
<th>Zip</th>
<th>Ward</th>
<th>Business Name</th>
<th>Business Type</th>
<th>Graduated?</th>
</tr>
</thead>
<tbody>
<tr>
<td>36</td>
<td>Spring 16</td>
<td>Paula</td>
<td>Evans</td>
<td>Yes</td>
<td></td>
<td>Chicago</td>
<td>IL</td>
<td>60645</td>
<td>5</td>
<td>Queen Bee Desserts</td>
<td>Business is in transition from production and catering 100% scratch-based baked goods to teaching others to bake at home.</td>
<td>Yes</td>
</tr>
<tr>
<td>37</td>
<td>Spring 16</td>
<td>Ava</td>
<td>Gordon</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60203</td>
<td></td>
<td>5</td>
<td>AGORTLES Dessert Shop</td>
<td>Baked goods manufacturer</td>
<td>Yes</td>
</tr>
<tr>
<td>38</td>
<td>Spring 16</td>
<td>Rachel</td>
<td>Holmes</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>5</td>
<td></td>
<td>WEARMI</td>
<td>iWEARMI is a lifestyle brand, that promotes confidence and self awareness through speaking, workshops and apparel</td>
<td>Yes</td>
</tr>
<tr>
<td>39</td>
<td>Spring 16</td>
<td>Ilisha</td>
<td>Johnson</td>
<td>No</td>
<td>Chicago</td>
<td>IL</td>
<td>60637</td>
<td></td>
<td>5</td>
<td>Creative Growth</td>
<td>It's a place for mental relaxation</td>
<td>No</td>
</tr>
<tr>
<td>40</td>
<td>Spring 16</td>
<td>Jessica</td>
<td>Jolly</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>1</td>
<td></td>
<td>ALT-Enter</td>
<td>I provide focused, just-in-time training on digital literacy skills, including MS Office and Google Docs.</td>
<td>Yes</td>
</tr>
<tr>
<td>41</td>
<td>Spring 16</td>
<td>Clean</td>
<td>Jones</td>
<td>No</td>
<td>Chicago</td>
<td>IL</td>
<td>60651</td>
<td></td>
<td>5</td>
<td>African Enter</td>
<td>Mobile base computer and literacy unit marketed to daycare centers.</td>
<td>No</td>
</tr>
<tr>
<td>42</td>
<td>Spring 16</td>
<td>Regina</td>
<td>Lester</td>
<td>No</td>
<td>Chicago</td>
<td>IL</td>
<td>60649</td>
<td></td>
<td></td>
<td>Creative</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>43</td>
<td>Spring 16</td>
<td>Stephanie</td>
<td>Lightburn</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>44</td>
<td>Spring 16</td>
<td>Tahissia</td>
<td>Ricketts</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>8</td>
<td></td>
<td>Tee Shirt Fanatitc</td>
<td>designer tee shirts and accessories</td>
<td>No</td>
</tr>
<tr>
<td>45</td>
<td>Spring 16</td>
<td>Kimberly</td>
<td>Robinson</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>2</td>
<td></td>
<td>helping Hand Day Care</td>
<td>Child care</td>
<td>No</td>
</tr>
<tr>
<td>46</td>
<td>Spring 16</td>
<td>Etherial</td>
<td>Sanders</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>2</td>
<td>2</td>
<td>NextICut Applications</td>
<td>Scheduling Software for barbershops</td>
<td>No</td>
</tr>
<tr>
<td>47</td>
<td>Spring 16</td>
<td>Dee</td>
<td>Smith</td>
<td>No</td>
<td>Chicago</td>
<td>IL</td>
<td>60626</td>
<td></td>
<td>2</td>
<td>The Fashion Companion</td>
<td>Women's Accessories &amp; Men's Furnishings Boutique</td>
<td>No</td>
</tr>
<tr>
<td>48</td>
<td>Spring 16</td>
<td>Phyllisia</td>
<td>Taylor</td>
<td>No</td>
<td>Chicago</td>
<td>IL</td>
<td>60626</td>
<td></td>
<td>2</td>
<td>I have not decided on a business name yet.</td>
<td>My business provides staffing and recruitment of IT professionals.</td>
<td>No</td>
</tr>
<tr>
<td>49</td>
<td>Spring 16</td>
<td>Judith</td>
<td>Treadway</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>8</td>
<td></td>
<td>Treadway Transfer</td>
<td>enhancement of skill through sharing of knowledge</td>
<td>No</td>
</tr>
<tr>
<td>50</td>
<td>Spring 16</td>
<td>Jason</td>
<td>Trippel</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>5</td>
<td></td>
<td>Insight Imagery, Deja Views, Human Condition Prods</td>
<td>i offer high quality creative photography and/or videography for real estate, weddings, events, portraits, concerts, music vids, docs, etc</td>
<td>No</td>
</tr>
<tr>
<td>51</td>
<td>Spring 16</td>
<td>Toly</td>
<td>Walker</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>5</td>
<td></td>
<td>S.L.A.B.S.</td>
<td>I'd like to provide life skills and educational services to teens, particularly teen moms.</td>
<td>Yes</td>
</tr>
<tr>
<td>52</td>
<td>Spring 16</td>
<td>Jaronn</td>
<td>Watkins</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>2</td>
<td></td>
<td>Bull dog basketball academy</td>
<td>Help kids succed</td>
<td>No</td>
</tr>
<tr>
<td>53</td>
<td>Spring 16</td>
<td>Dante</td>
<td>Wharton</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>2</td>
<td></td>
<td>CRJ, LLC</td>
<td>Small Business focused on providing services to families and small businesses. The first business will be to provide laundry services.</td>
<td>No</td>
</tr>
<tr>
<td>54</td>
<td>Spring 16</td>
<td>Kelly</td>
<td>Young</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>5</td>
<td></td>
<td>TBD</td>
<td>Food truck</td>
<td>No</td>
</tr>
</tbody>
</table>
City of Evanston  
Attn: Paul Zalmezak  
2100 Ridge Avenue  
Evanston, IL  60201

<table>
<thead>
<tr>
<th>Department</th>
<th>Event</th>
<th>PAYMENT TERMS</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunshine Enterprises</td>
<td>Community Business Academy</td>
<td>Due upon receipt</td>
<td>9/24/16 - 12/10/16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Service</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>LINE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/24/16 - 11/15/16</td>
<td>Fall 2016 Community Business Academy</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>11/16/16 - 12/10/16</td>
<td>Fall 2016 Community Business Academy</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>

- 76% Evanston Residents
- 12 Classes (Class and homework material, classroom
- Rental and 3 instructors)
- 1-on-1 Coaching

SUBTOTAL $50,000.00

Make all checks payable to Sunshine Gospel Ministries

THANK YOU FOR YOUR BUSINESS!
CITY OF EVANSTON

CHECK REQUEST FORM

DATE December 6, 2016

Make check payable to:

NAME Sunshine Gospel Ministries

ADDRESS 501 E. 61st Street P.O. Box 377939 Chicago, Illinois 60637

Account Number # ________ PO#__________________________
(PO required for purchases over $1000.00)

AMOUNT $50,000

DESCRIPTION: Invoice #204 $50,000 for Fall 2016 Community Business Academy. Payment of $50,000 reflects total for the Fall cohort.

Account Distribution:

Acct # 215.21.5260.63064 $ 50,000

REQUESTED BY: APPROVED BY:

_______________________  _________________________________
(SIGNATURE) (SIGNATURE)

For pick up notify: Paul Zalmezak 847.448.8013
Name Phone

*Request for checks to be held for pick-up must be emailed to Accounts Payable
<table>
<thead>
<tr>
<th>#</th>
<th>Winter 2016</th>
<th>First Name</th>
<th>Last Name</th>
<th>Graduated?</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Ward</th>
<th>Business Name</th>
<th>Business Type</th>
<th>Graduated?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Nikita</td>
<td>Legrone</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>5</td>
<td>Extraordinary Events</td>
<td>Event Planning</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Carla</td>
<td>Eaton</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>2</td>
<td>Body Works by Carla</td>
<td>Massage Therapy</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Lindsey</td>
<td>Yepez</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>2</td>
<td>D A N O</td>
<td>Salon</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Garrimore</td>
<td>Normakee</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>5</td>
<td>Divine and Mia</td>
<td>Service</td>
<td>no</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Aricca</td>
<td>Deanna</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>6</td>
<td>Food</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Coven</td>
<td>Teya</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>2</td>
<td>Food</td>
<td>no</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Petits</td>
<td>Duzaee</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>2</td>
<td>woman about town</td>
<td>networking</td>
<td>no</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Beth</td>
<td>Simmons</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>2</td>
<td>Graphic T Shirts</td>
<td>Graphic Design</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Britt</td>
<td>Annie</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60204</td>
<td>2</td>
<td>Barber/Beauty Shop</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Butler</td>
<td>Karl</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>2</td>
<td>Public Speaking</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Tải Đạt</td>
<td>Anh Huy</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>2</td>
<td>Medical</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Min</td>
<td>Justin</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>2</td>
<td>Medical</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Elijah</td>
<td>Lanielle</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>2</td>
<td>Food</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Holmes</td>
<td>Tiffini</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>2</td>
<td>Corporate Coach</td>
<td>no</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Jackson</td>
<td>Tracy</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>2</td>
<td>Medical</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Weaver</td>
<td>Wendy</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>2</td>
<td>Food</td>
<td>no</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Cottins</td>
<td>Kandi</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>7</td>
<td>Beauty</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Nenati</td>
<td>Alkaliyah</td>
<td>No</td>
<td>Chicago</td>
<td>IL</td>
<td>60655</td>
<td>2</td>
<td>No qualifying documentation</td>
<td>Food</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Brelthwaite</td>
<td>Conetta</td>
<td>No</td>
<td>Beach Park</td>
<td>IL</td>
<td>60003</td>
<td>2</td>
<td>Smiles of the Day</td>
<td>Motivational</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Crawford</td>
<td>Precious</td>
<td>No</td>
<td>Chicago</td>
<td>IL</td>
<td>60645</td>
<td>2</td>
<td>Heavenly Hands</td>
<td>no</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Mathurin</td>
<td>Sandy</td>
<td>No</td>
<td>Skokie</td>
<td>IL</td>
<td>60707</td>
<td>2</td>
<td>Stylist</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Taylor</td>
<td>LaDesia</td>
<td>Yes (1114</td>
<td>Country Club Hills</td>
<td>IL</td>
<td>60478</td>
<td>2</td>
<td>Flavort Your Blessings</td>
<td>Apparel</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Eaton</td>
<td>Jennifer</td>
<td>Yes</td>
<td>Skokie</td>
<td>IL</td>
<td>60077</td>
<td>2</td>
<td>Jennifer's Eddies</td>
<td>Food</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Dawson</td>
<td>Imran</td>
<td>No</td>
<td>Chicago</td>
<td>IL</td>
<td>60645</td>
<td>2</td>
<td>No qualifying documentation</td>
<td>Graphic Design</td>
<td>no</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Waters</td>
<td>Natalie</td>
<td>Yes</td>
<td>Chicago</td>
<td>IL</td>
<td>60630</td>
<td>2</td>
<td>Smiles of the Day</td>
<td>Motivational</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Pierce</td>
<td>Jenellia</td>
<td>No</td>
<td>Chicago</td>
<td>IL</td>
<td>60645</td>
<td>2</td>
<td>Heavenly Hands</td>
<td>no</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Sampson</td>
<td>Michelle</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60206</td>
<td>2</td>
<td>Cleaning Service</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Crowder</td>
<td>Tyrone</td>
<td>No</td>
<td>Chicago</td>
<td>IL</td>
<td>60206</td>
<td>2</td>
<td>Cleaning Service</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Brilli</td>
<td>Stacy</td>
<td>Yes</td>
<td>Skokie</td>
<td>IL</td>
<td>60077</td>
<td>2</td>
<td>Stacy Brilli Project</td>
<td>College assistance services</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Bonnel</td>
<td>Spring</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>2</td>
<td>online store specializing in young women's apparel</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Skuba</td>
<td>Marcus</td>
<td>Yes</td>
<td>Skokie</td>
<td>IL</td>
<td>60077</td>
<td>2</td>
<td>Life changing experience for the community.</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Brown</td>
<td>Chimeere</td>
<td>No</td>
<td>Chicago</td>
<td>IL</td>
<td>60076</td>
<td>2</td>
<td>The C.S.B Staffing Company, LLC</td>
<td>Staffing/Placement/Employment Services</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Carter</td>
<td>Spring</td>
<td>No</td>
<td>Chicago</td>
<td>IL</td>
<td>60208</td>
<td>2</td>
<td>have not come up with a name for my business yet.</td>
<td>Food truck cooking and serving a unique style of soul food and other cuisines</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Dickerson</td>
<td>Chandra</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60001</td>
<td>2</td>
<td>no qualifying documentation</td>
<td>Bakery</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Edson</td>
<td>Spring</td>
<td>Yes</td>
<td>Chicago Ridge</td>
<td>IL</td>
<td>60415</td>
<td>2</td>
<td>K. Marie's Sweet Bites</td>
<td>Bakery</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Evans</td>
<td>Paula</td>
<td>Yes</td>
<td>Chicago</td>
<td>IL</td>
<td>60045</td>
<td>2</td>
<td>Queen Bee Desserts</td>
<td>Baking / Education</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Gordon</td>
<td>Ava</td>
<td>Yes</td>
<td>Chicago</td>
<td>IL</td>
<td>60049</td>
<td>2</td>
<td>AGORITLES Dessert Shop</td>
<td>Bakery</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Holmes</td>
<td>Rachel</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>2</td>
<td>WEARM!</td>
<td>Lifestyle / Coaching</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>Johnson</td>
<td>Intha</td>
<td>Yes</td>
<td>Chicago</td>
<td>IL</td>
<td>60637</td>
<td>2</td>
<td>Health / Fitness</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Jelly</td>
<td>Jessica</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>2</td>
<td>Social Literacy / Education</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Jones</td>
<td>Claire</td>
<td>No</td>
<td>Chicago</td>
<td>IL</td>
<td>60651</td>
<td>2</td>
<td>African Empowerment @ Intelligence Organization Fos</td>
<td>Mobile base computer and literacy unit marketed to daycare centers.</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Laster</td>
<td>Regina</td>
<td>No</td>
<td>Chicago</td>
<td>IL</td>
<td>60649</td>
<td>2</td>
<td>Creative</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Lightburn</td>
<td>Stephanie</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>2</td>
<td>T Shirts &amp; Accessories</td>
<td>T Shirts and Accessories</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Ricketts</td>
<td>Tahasia</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>2</td>
<td>help Family Member</td>
<td>Child care</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>Robinson</td>
<td>Kimberly</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>2</td>
<td>NextCut Applications</td>
<td>Scheduling Software for barbershops</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>Sanders</td>
<td>Ethereal</td>
<td>Yes</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>2</td>
<td>The Fashion Companion</td>
<td>Women's Accessories &amp; Men's Furnishings Boutique</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Smith</td>
<td>Dee</td>
<td>Yes</td>
<td>Chicago</td>
<td>IL</td>
<td>60628</td>
<td>2</td>
<td>The Fashion Companion</td>
<td>Women's Accessories &amp; Men's Furnishings Boutique</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>Taylor</td>
<td>Phyllisia</td>
<td>No</td>
<td>Chicago</td>
<td>IL</td>
<td>60628</td>
<td>2</td>
<td>have not decided on a business name yet.</td>
<td>Consulting/Coaching</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Treadway</td>
<td>Judith</td>
<td>No</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>2</td>
<td>Treadway Transfer</td>
<td>Consulting / Coaching</td>
<td>yes</td>
<td></td>
</tr>
</tbody>
</table>
### Winter 2016

<table>
<thead>
<tr>
<th>#</th>
<th>Spring 2016</th>
<th>First Name</th>
<th>Last Name</th>
<th>Evanston resident/ business</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Ward</th>
<th>Business Name</th>
<th>Business Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>Jason</td>
<td>Trippel</td>
<td>Yes</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>5</td>
<td>Insight Imagery, Daja Views, Human Condition Pros</td>
<td>Photography/Videography</td>
</tr>
<tr>
<td>51</td>
<td>Toly</td>
<td>Walker</td>
<td>Yes</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>5</td>
<td>S.L.A.B.S.</td>
<td>Life Skills / Coaching Teen Moms</td>
</tr>
<tr>
<td>52</td>
<td>Jaronn</td>
<td>Watkins</td>
<td>Yes</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>2</td>
<td>Bull dog basketball academy</td>
<td>Coaching/Education</td>
</tr>
<tr>
<td>53</td>
<td>Dante</td>
<td>Wharton</td>
<td>Yes</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>2</td>
<td>CRU, LLC</td>
<td>Laundry</td>
</tr>
<tr>
<td>54</td>
<td>Kelly</td>
<td>Evans</td>
<td>Yes</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>5</td>
<td>TBD</td>
<td>Food track</td>
</tr>
<tr>
<td>55</td>
<td>Abreu</td>
<td>Hector</td>
<td>no</td>
<td>Chicago</td>
<td>Chicago</td>
<td>IL</td>
<td>60613</td>
<td></td>
<td>Writing</td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>Alexander</td>
<td>Tawana</td>
<td>no</td>
<td>Hawthorn Woods</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>2</td>
<td>Coaching services, women empowerment, Mentoring, personal development</td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>Barnes</td>
<td>Jon</td>
<td>no</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60645</td>
<td>5</td>
<td>360 Enterprises</td>
<td>Business Coaching / Consulting</td>
</tr>
<tr>
<td>58</td>
<td>Byrd</td>
<td>Roger</td>
<td>no</td>
<td>Chicago</td>
<td>Chicago</td>
<td>IL</td>
<td>60645</td>
<td>5</td>
<td>Health / Fitness/Coaching</td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>Cheryl</td>
<td>Tyesha</td>
<td>Yes</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>1</td>
<td>Sugar Baker &amp; Breays Inspirational Corporate Eve</td>
<td>Bakery</td>
</tr>
<tr>
<td>60</td>
<td>Dee</td>
<td>Andrea</td>
<td>no</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60207</td>
<td>5</td>
<td>Formulating natural/organic skin and health care products</td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>Homes</td>
<td>Tiffin</td>
<td>yes</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>3</td>
<td>Coaching / Health</td>
<td></td>
</tr>
<tr>
<td>62</td>
<td>Johnson</td>
<td>LaTasha</td>
<td>yes</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>3</td>
<td>Tutor/Education</td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>Lewis</td>
<td>Kadri</td>
<td>yes</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60203</td>
<td>5</td>
<td>Hair Salon</td>
<td></td>
</tr>
<tr>
<td>64</td>
<td>Mckinley</td>
<td>Dilling</td>
<td>yes</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60203</td>
<td>5</td>
<td>Catering/Coaching/Education</td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>Mckinley</td>
<td>Dilling</td>
<td>yes</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60203</td>
<td>5</td>
<td>Catering/Coaching/Education</td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>Montgomery</td>
<td>Cindy</td>
<td>no</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>3</td>
<td>Senior Move Management and Designing for Longevity</td>
<td>Coaching / Senior Health</td>
</tr>
<tr>
<td>67</td>
<td>Nikola</td>
<td>Drina</td>
<td>yes</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>3</td>
<td>Catering</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>Pearson</td>
<td>Lomacia</td>
<td>yes</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>1</td>
<td>Publishing</td>
<td></td>
</tr>
<tr>
<td>69</td>
<td>Park</td>
<td>Rainatree</td>
<td>no</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>1</td>
<td>publishing</td>
<td></td>
</tr>
<tr>
<td>70</td>
<td>Ross</td>
<td>Darsya</td>
<td>yes</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60201</td>
<td>5</td>
<td>Event Planning</td>
<td></td>
</tr>
<tr>
<td>71</td>
<td>Smither</td>
<td>Thomas</td>
<td>yes</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>4</td>
<td>web publishing</td>
<td></td>
</tr>
<tr>
<td>72</td>
<td>Spikes</td>
<td>Tamika</td>
<td>no</td>
<td>Evanston</td>
<td>Chicago</td>
<td>IL</td>
<td>60626</td>
<td>5</td>
<td>Catering</td>
<td></td>
</tr>
<tr>
<td>73</td>
<td>Walker</td>
<td>Marta</td>
<td>yes</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>2</td>
<td>Education / Computer Training for Elderly</td>
<td></td>
</tr>
<tr>
<td>74</td>
<td>White</td>
<td>Alida</td>
<td>yes</td>
<td>Evanston</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>5</td>
<td>Cosmetics</td>
<td></td>
</tr>
</tbody>
</table>

### Spring 2016

<table>
<thead>
<tr>
<th>#</th>
<th>Spring 2016</th>
<th>First Name</th>
<th>Last Name</th>
<th>Evanston resident/ business</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Ward</th>
<th>Business Name</th>
<th>Business Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>75</td>
<td>Williams</td>
<td>Kenyatta</td>
<td>no</td>
<td>Chicago</td>
<td>Chicago</td>
<td>IL</td>
<td>60655</td>
<td>5</td>
<td>Health Education - breast cancer awareness African American</td>
<td></td>
</tr>
</tbody>
</table>

### Fall 2016

<table>
<thead>
<tr>
<th>#</th>
<th>Fall 2016</th>
<th>First Name</th>
<th>Last Name</th>
<th>Evanston resident/ business</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Ward</th>
<th>Business Name</th>
<th>Business Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>80</td>
<td>Fall 2016</td>
<td>Abreu</td>
<td>Hector</td>
<td>no</td>
<td>Chicago</td>
<td>IL</td>
<td>60613</td>
<td></td>
<td>Writing</td>
<td></td>
</tr>
<tr>
<td>81</td>
<td>Fall 2016</td>
<td>Abreu</td>
<td>Hector</td>
<td>no</td>
<td>Chicago</td>
<td>IL</td>
<td>60613</td>
<td></td>
<td>Writing</td>
<td></td>
</tr>
<tr>
<td>82</td>
<td>Fall 2016</td>
<td>Abreu</td>
<td>Hector</td>
<td>no</td>
<td>Chicago</td>
<td>IL</td>
<td>60613</td>
<td></td>
<td>Writing</td>
<td></td>
</tr>
<tr>
<td>83</td>
<td>Fall 2016</td>
<td>Abreu</td>
<td>Hector</td>
<td>no</td>
<td>Chicago</td>
<td>IL</td>
<td>60613</td>
<td></td>
<td>Writing</td>
<td></td>
</tr>
</tbody>
</table>

### PER 2016 CONTRACT

The disbursements shall not exceed $2,500 per student, for a total of $50,000 per cohort session of Grantee’s training program. If Grantee enrolls less than 75% of Evanston based business as participants in the cohort, the funding for that cohort will be reduced proportionally. For example, if there are 18 registrants in a cohort session and more than 5 people are not Evanston residents or Evanston based businesses, the funding will be reduced by $2,500 per student under the threshold level of 75% must be Evanston residents or individuals with Evanston based businesses and reside outside of Evanston.
Grantee & Program/Project: Sunshine Enterprises Community Business Academy  
Report Period: Spring 2017 - Fall 2017

**CLAIMANT NOTES: AS REPORTED ON SUNSHINE’S CHECK REQUESTS**

<table>
<thead>
<tr>
<th>Individuals Served</th>
<th>Cohort 1 (Spring)</th>
<th>Cohort 2 (Summer)</th>
<th>Cohort 3 (Fall)</th>
<th>Cumulative Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Evanston</td>
<td>Non-Evanston</td>
<td>Total</td>
<td>Evanston</td>
</tr>
<tr>
<td>New</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>*14</td>
<td>13</td>
<td>*18</td>
<td>*5</td>
</tr>
<tr>
<td>Continuing</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Served</td>
<td>*14</td>
<td>13</td>
<td>*18</td>
<td>*5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Family Income -- New*</th>
<th>Cohort 1 (Spring)</th>
<th>Cohort 2 (Summer)</th>
<th>Cohort 3 (Fall)</th>
<th>Cumulative Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Evanston</td>
<td>Non-Evanston</td>
<td>Total</td>
<td>Evanston</td>
</tr>
<tr>
<td>Very Low-less than 30% of median</td>
<td>6</td>
<td>2</td>
<td>8</td>
<td>7</td>
</tr>
<tr>
<td>Low-less than 50% of median</td>
<td>4</td>
<td>2</td>
<td>6</td>
<td>5</td>
</tr>
<tr>
<td>Moderate-less than 80% of median</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>Not Low/Moderate-80%+ of median</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>*13</td>
<td>6</td>
<td>*19</td>
<td>*12</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Special Needs -- New*</th>
<th>Cohort 1 (Spring)</th>
<th>Cohort 2 (Summer)</th>
<th>Cohort 3 (Fall)</th>
<th>Cumulative Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Evanston</td>
<td>Non-Evanston</td>
<td>Total</td>
<td>Evanston</td>
</tr>
<tr>
<td>Homeless</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Female Headed Household</td>
<td>3</td>
<td>3</td>
<td>6</td>
<td>4</td>
</tr>
<tr>
<td>Disabled/Special Needs</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>*13</td>
<td>6</td>
<td>*19</td>
<td>*12</td>
</tr>
</tbody>
</table>

**New Evanston Clients Only!!!**

<table>
<thead>
<tr>
<th>Ethnicity</th>
<th>Cohort 1 (Spring)</th>
<th>Cohort 2 (Summer)</th>
<th>Cohort 3 (Fall)</th>
<th>Cumulative Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Non-Hispanic</td>
<td>Hispanic</td>
<td>Total</td>
<td>Non-Hispanic</td>
</tr>
<tr>
<td>White</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>Black/African American</td>
<td>13</td>
<td>13</td>
<td>16</td>
<td>10</td>
</tr>
<tr>
<td>Asian</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>American Indian/Alaskan native</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Native Hawaiian/Other Pacific Islander</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; White</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Asian &amp; White</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Black/African American &amp; White</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Am Indian/Alaskan Native &amp; Black African Am</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other multi-racial</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>17</td>
<td>2</td>
<td>19</td>
<td>16</td>
</tr>
</tbody>
</table>

Please note: If your organization serves non-Evanston residents, provide the number served, their family income category and any special needs categories.  
Race & Ethnicity should be provided for Evanston clients only. In each quarter, the Evanston client totals (light yellow boxes) should be the same.  
In the Cumulative Totals, the Evanston client totals (blue boxes) should be the same.

One additional beneficiary is added to each cohort from mid-course Rosters provided on Spring, Summer & Fall check requests.
Grantee & Program/Project: Sunshine Enterprises Community Business Academy / Evanston
Report Period: 01/01/2017-12/31/2017

*DEFINITIONS PER CONTRACT*

<table>
<thead>
<tr>
<th>Outcome (What is the program designed to achieve?)</th>
<th>Indicator (How is success determined?)</th>
<th>Cohort 1</th>
<th>Cohort 2</th>
<th>Cohort 3</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Businesses served</td>
<td>Local Entrepreneurs Served in Community Business Academy</td>
<td>Target #: 20</td>
<td>20</td>
<td>20</td>
<td>60</td>
</tr>
<tr>
<td></td>
<td>Actual #: 19</td>
<td>16</td>
<td>11</td>
<td>46</td>
<td></td>
</tr>
<tr>
<td>Planning Stages</td>
<td>Developing Businesses</td>
<td>Target #: 8</td>
<td>8</td>
<td>8</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>Actual #: 6</td>
<td>6</td>
<td>4</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>Other Path</td>
<td>New Job or Promotion</td>
<td>Target #: 2</td>
<td>2</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Actual #: 2</td>
<td>2</td>
<td>2</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>New Business Starts</td>
<td>New Revenue Generating Businesses</td>
<td>Target #: 2</td>
<td>2</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>Defined as an individual actively engaged in selling a product or service, generating sales</td>
<td>Actual #: 4</td>
<td>4</td>
<td>1</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>Job Creation</td>
<td>New Jobs at Minimum Wage or Higher</td>
<td>Target #: 4</td>
<td>4</td>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td>Defined as a business that successfully completes a significant, tangible project with Community Business Academy (such as developing a new website) that makes measurable improvements in the business that will lead to increased revenue, profitability, and sustainability</td>
<td>Actual #: 4.5</td>
<td>1</td>
<td>0</td>
<td>5.5</td>
<td></td>
</tr>
</tbody>
</table>

**Additional Outcomes**

- As of December 2017, of the 121 business served in Evanston 2015-2017, 57 are in business and 40 are in planning stages.
- In 2017, Evanston clients received 4 loans totalling $19,000 and 2 Sunshine clients received City of Evanston Entrepreneurship Support Grants totalling $6,000.
- In 2017, 3 clients opened new brick and mortars in Evanston.

**NUMBER BUSINESSES STRENGTHENED**

Defined as a business that successfully completes a significant, tangible project with Community Business Academy (such as developing a new website) that makes measurable improvements in the business that will lead to increased revenue, profitability, and sustainability.

**NUMBER BUSINESSES EXPANDED**

Defined as a business that increases in revenue, creates new jobs, moves from part-time to full-time, or upgrades its physical location from home-based to leased commercial/retail space.
Grantee & Program/Project: Sunshine Enterprises Community Business Academy / Evanston  
Report Period: 01/01/2017-12/31/2017

<table>
<thead>
<tr>
<th>Program/Project Line Item Expenditures</th>
<th>Budget</th>
<th>CDBG Funds</th>
<th>Cohort 1</th>
<th>Cohort 2</th>
<th>Cohort 3</th>
<th>Spent to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payroll for 3 Community Business Academies,</td>
<td>$ 191,000.00</td>
<td>$ 75,000.00</td>
<td>$ 55,770.00</td>
<td>$ 55,770.00</td>
<td>$ 55,771.00</td>
<td>$ 167,311.00</td>
</tr>
<tr>
<td>Other (Marketing, Office Supplies, travel, Insurance, IT)</td>
<td>$ 38,900.00</td>
<td>$-</td>
<td>$ 27,000.00</td>
<td>$-</td>
<td>$-</td>
<td>$ 27,000.00</td>
</tr>
<tr>
<td>Rising Tide Capital Certification &amp; Materials</td>
<td>$ 11,000.00</td>
<td>$-</td>
<td>$ 9,975.00</td>
<td>$-</td>
<td>$-</td>
<td>$ 9,975.00</td>
</tr>
<tr>
<td>Events (Women in Business Summit, Graduations, Workshops)</td>
<td>$ 25,000.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$ 16,900.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>$ 265,900.00</td>
<td>$ 75,000.00</td>
<td>$ 55,770.00</td>
<td>$ 55,770.00</td>
<td>$ 55,771.00</td>
<td>$ 221,186.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program/Project Line Item Funding</th>
<th>Budget</th>
<th>Cohort 1</th>
<th>Cohort 2</th>
<th>Cohort 3</th>
<th>Received to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Business Academy - Evanston CDBG</td>
<td>$ 75,000.00</td>
<td>$ 25,000.00</td>
<td>$ 15,000.00</td>
<td>$ 25,000.00</td>
<td>$ 65,000.00</td>
</tr>
<tr>
<td>Other (Private Donations &amp; Program Income)</td>
<td>$ 190,900.00</td>
<td>$ 50,000.00</td>
<td>$ 60,000.00</td>
<td>$ 50,000.00</td>
<td>$ 160,000.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>$ 265,900.00</td>
<td>$ 75,000.00</td>
<td>$ 75,000.00</td>
<td>$ 75,000.00</td>
<td>$ 225,000.00</td>
</tr>
</tbody>
</table>
### Evanston Community Business Grant Payroll Support Worksheet for 01/01/2017 to 12/31/2017

<table>
<thead>
<tr>
<th>Employee</th>
<th>Title</th>
<th>% of Payroll Budgeted to Grant</th>
<th>% of Payroll Billed to Grant</th>
<th>Salary &amp; Employer Taxes Per Budget</th>
<th>2017 Salary (per Attached Payroll Reports)</th>
<th>Actuals Salary Per Grant %</th>
<th>Employer Funded Taxes (per Attached Payroll Reports)</th>
<th>Actual Employer Funded Taxes per Grant %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robin Rue</td>
<td>Hub Lead Trainer</td>
<td>100.00%</td>
<td>85.00%</td>
<td>58,000</td>
<td>53,417</td>
<td>45,404</td>
<td>4,574</td>
<td>3,888</td>
</tr>
<tr>
<td>Ryan Pederson</td>
<td>Hub Admin Support</td>
<td>30.00%</td>
<td>30.00%</td>
<td>21,000</td>
<td>65,550</td>
<td>19,666</td>
<td>6,025</td>
<td>1,808</td>
</tr>
<tr>
<td>Ethan Daly</td>
<td>Communications and Development Lead</td>
<td>30.00%</td>
<td>30.00%</td>
<td>24,000</td>
<td>74,608</td>
<td>22,382</td>
<td>6,025</td>
<td>1,808</td>
</tr>
<tr>
<td>Shelby Parchman</td>
<td>Associate Director</td>
<td>30.00%</td>
<td>30.00%</td>
<td>26,000</td>
<td>80,144</td>
<td>24,043</td>
<td>6,655</td>
<td>1,996</td>
</tr>
<tr>
<td>Joel Hamernick</td>
<td>Executive Director</td>
<td>20.00%</td>
<td>20.00%</td>
<td>28,000</td>
<td>135,010</td>
<td>27,002</td>
<td>5,163</td>
<td>1,033</td>
</tr>
<tr>
<td>Jennifer Bentley</td>
<td>Payroll/HR/Financial Coordinator</td>
<td>20.00%</td>
<td>20.00%</td>
<td>9,000</td>
<td>39,833</td>
<td>7,967</td>
<td>3,364</td>
<td>673</td>
</tr>
<tr>
<td>Shandra Richardson</td>
<td>Communications Assistant</td>
<td>20.00%</td>
<td>20.00%</td>
<td>10,000</td>
<td>45,042</td>
<td>9,008</td>
<td>3,937</td>
<td>787</td>
</tr>
<tr>
<td>NA- Paid as Contractor</td>
<td>Coaching/Mentoring</td>
<td>30.00%</td>
<td>0.00%</td>
<td>15,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>191,000</td>
</tr>
</tbody>
</table>

| Actuals Payroll Spent on Grant | 493,605 | 155,472 | 35,232 | 11,839 | 167,311 |

---

§ 670.206 - Program administrative costs DO NOT include salary/overhead directly related to carrying out eligible activities (ex: coaching & facilitating classes)

PA costs DO include general management, oversight & coordination; & pro rata salaries devoted to those tasks, including:
(i) Providing local officials & citizens with program information; (ii) Preparing program budgets, schedules & amendments thereto; (iii) Developing systems for assuring compliance with program requirements; (iv) Developing interagency agreements; (v) Monitoring program progress & compliance with program requirements; (vi) Preparing program reports & documents for HUD submission; (vii) Resolution of audit/monitoring findings; (viii) Evaluating program results & objectives; (ix) Managing or supervising persons performing (i)-(viii)
<table>
<thead>
<tr>
<th>Pay</th>
<th>Hrs</th>
<th>Amt</th>
<th>Deductions</th>
<th>Amt</th>
<th>Employee-paid Taxes</th>
<th>Amt</th>
<th>Company Contributions</th>
<th>Amt</th>
<th>Company-paid Taxes</th>
<th>Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rue, Robin D. Net $1,651.57</td>
<td>86.67</td>
<td>$2,250.00</td>
<td>MISC DED $0.00</td>
<td>FIT $259.74</td>
<td>SS Med IL PIT $32.63</td>
<td>$139.50</td>
<td>Med IL SUI $99.06</td>
<td>$67.50</td>
<td>SS Med IL SUI $139.50</td>
<td>$32.63</td>
</tr>
<tr>
<td>Rue, Robin D. Net $1,390.12</td>
<td>86.67</td>
<td>$2,250.00</td>
<td>MISC DED $0.00</td>
<td>FIT $259.74</td>
<td>SS Med IL PIT $32.62</td>
<td>$139.50</td>
<td>Med IL SUI $99.06</td>
<td>$67.50</td>
<td>SS Med IL SUI $139.50</td>
<td>$32.62</td>
</tr>
<tr>
<td>Rue, Robin D. Net $1,390.11</td>
<td>86.67</td>
<td>$2,250.00</td>
<td>MISC DED $0.00</td>
<td>FIT $259.74</td>
<td>SS Med IL PIT $32.63</td>
<td>$139.50</td>
<td>Med IL SUI $99.06</td>
<td>$67.50</td>
<td>SS Med IL SUI $139.50</td>
<td>$32.62</td>
</tr>
<tr>
<td>Rue, Robin D. Net $1,390.11</td>
<td>86.67</td>
<td>$2,250.00</td>
<td>MISC DED $0.00</td>
<td>FIT $259.74</td>
<td>SS Med IL PIT $32.63</td>
<td>$139.50</td>
<td>Med IL SUI $99.06</td>
<td>$67.50</td>
<td>SS Med IL SUI $139.50</td>
<td>$32.62</td>
</tr>
<tr>
<td>Rue, Robin D. Net $1,390.11</td>
<td>86.67</td>
<td>$2,250.00</td>
<td>MISC DED $0.00</td>
<td>FIT $259.74</td>
<td>SS Med IL PIT $32.63</td>
<td>$139.50</td>
<td>Med IL SUI $99.06</td>
<td>$67.50</td>
<td>SS Med IL SUI $139.50</td>
<td>$32.62</td>
</tr>
<tr>
<td>Rue, Robin D. Net $1,390.11</td>
<td>86.67</td>
<td>$2,250.00</td>
<td>MISC DED $0.00</td>
<td>FIT $259.74</td>
<td>SS Med IL PIT $32.63</td>
<td>$139.50</td>
<td>Med IL SUI $99.06</td>
<td>$67.50</td>
<td>SS Med IL SUI $139.50</td>
<td>$32.62</td>
</tr>
<tr>
<td>Rue, Robin D. Net $1,390.11</td>
<td>86.67</td>
<td>$2,250.00</td>
<td>MISC DED $0.00</td>
<td>FIT $259.74</td>
<td>SS Med IL PIT $32.63</td>
<td>$139.50</td>
<td>Med IL SUI $99.06</td>
<td>$67.50</td>
<td>SS Med IL SUI $139.50</td>
<td>$32.62</td>
</tr>
<tr>
<td>Rue, Robin D. Net $1,390.11</td>
<td>86.67</td>
<td>$2,250.00</td>
<td>MISC DED $0.00</td>
<td>FIT $259.74</td>
<td>SS Med IL PIT $32.63</td>
<td>$139.50</td>
<td>Med IL SUI $99.06</td>
<td>$67.50</td>
<td>SS Med IL SUI $139.50</td>
<td>$32.62</td>
</tr>
<tr>
<td>Rue, Robin D. Net $1,390.11</td>
<td>86.67</td>
<td>$2,250.00</td>
<td>MISC DED $0.00</td>
<td>FIT $259.74</td>
<td>SS Med IL PIT $32.63</td>
<td>$139.50</td>
<td>Med IL SUI $99.06</td>
<td>$67.50</td>
<td>SS Med IL SUI $139.50</td>
<td>$32.62</td>
</tr>
<tr>
<td>Rue, Robin D. Net $1,390.11</td>
<td>86.67</td>
<td>$2,250.00</td>
<td>MISC DED $0.00</td>
<td>FIT $259.74</td>
<td>SS Med IL PIT $32.63</td>
<td>$139.50</td>
<td>Med IL SUI $99.06</td>
<td>$67.50</td>
<td>SS Med IL SUI $139.50</td>
<td>$32.62</td>
</tr>
<tr>
<td>Date</td>
<td>Pay Period</td>
<td>Hours</td>
<td>Pay</td>
<td>Deductions</td>
<td>Pay Period</td>
<td>Hours</td>
<td>Pay</td>
<td>Deductions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>--------------------------</td>
<td>-------</td>
<td>-----</td>
<td>------------</td>
<td>------------</td>
<td>-------</td>
<td>-----</td>
<td>------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/15/17</td>
<td>Rue, Robin D.</td>
<td>86.67</td>
<td>$2,250.00</td>
<td>Simple IRA $67.50</td>
<td>04/14/2017</td>
<td>03/16/17 - 03/31/17</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/14/17</td>
<td>Rue, Robin D.</td>
<td>86.67</td>
<td>$2,250.00</td>
<td>Simple IRA $67.50</td>
<td>03/31/2017</td>
<td>03/01/17 - 03/15/17</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03/16/17</td>
<td>Rue, Robin D.</td>
<td>86.67</td>
<td>$2,250.00</td>
<td>Simple IRA $67.50</td>
<td>03/15/2017</td>
<td>02/16/17 - 02/28/17</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03/01/17</td>
<td>Rue, Robin D.</td>
<td>86.67</td>
<td>$2,250.00</td>
<td>Simple IRA $67.50</td>
<td>02/28/2017</td>
<td>02/01/17 - 02/15/17</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02/16/17</td>
<td>Rue, Robin D.</td>
<td>86.67</td>
<td>$2,250.00</td>
<td>Simple IRA $67.50</td>
<td>02/15/2017</td>
<td>01/16/17 - 01/31/17</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02/01/17</td>
<td>Rue, Robin D.</td>
<td>86.67</td>
<td>$2,250.00</td>
<td>Simple IRA $67.50</td>
<td>01/31/2017</td>
<td>01/01/17 - 01/15/17</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total**

<table>
<thead>
<tr>
<th>Date</th>
<th>Pay Period</th>
<th>Hours</th>
<th>Pay</th>
<th>Deductions</th>
<th>Pay Period</th>
<th>Hours</th>
<th>Pay</th>
<th>Deductions</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/15/17</td>
<td>Sal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/14/17</td>
<td>Sal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03/16/17</td>
<td>Sal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03/01/17</td>
<td>Sal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02/16/17</td>
<td>Sal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02/01/17</td>
<td>Sal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total**

<table>
<thead>
<tr>
<th>Date</th>
<th>Pay Period</th>
<th>Hours</th>
<th>Pay</th>
<th>Deductions</th>
<th>Pay Period</th>
<th>Hours</th>
<th>Pay</th>
<th>Deductions</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/15/17</td>
<td>Sal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/14/17</td>
<td>Sal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03/16/17</td>
<td>Sal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03/01/17</td>
<td>Sal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02/16/17</td>
<td>Sal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02/01/17</td>
<td>Sal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TIME AND EFFORT CERTIFICATION FORM

I, Robin Rue, certify that during the period from 12/1/2017 to 12/31/2017, that I worked 173 hours of which 85% of my time was spent on the grant project entitled: Evanston Community Business Academy.

A description of the work I performed on this project is as follows:

1) Fundraising and Donor Management
2) Facilitating CBA Classes
3) Coaching CBA Clients
4) Preparing Reports on Client Activities
5) Managing Overall CBA Activities

<table>
<thead>
<tr>
<th>Usual Salary Account #</th>
<th>2,250</th>
</tr>
</thead>
<tbody>
<tr>
<td>Semi Monthly Salary/Hourly Rate</td>
<td>Account # of Grant/Project</td>
</tr>
<tr>
<td>1/3/18</td>
<td></td>
</tr>
<tr>
<td>Employee Signature/Date</td>
<td>Employee Social Security Number</td>
</tr>
<tr>
<td>1/3/18</td>
<td></td>
</tr>
<tr>
<td>Supervisor's Signature/Date</td>
<td></td>
</tr>
</tbody>
</table>
Memorandum

To: Martin Lyons, Assistant City Manager
From: Paul Zalmezak, Economic Development Manager
Subject: Sunshine Enterprises Spring 2017 Community Business Academy
Date: June 2, 2017

Discussion:
Enclosed is a payment request for Sunshine Gospel Ministries for $25,000 for completion of the Spring 2017 Community Business Academy. Please pay from Account # 215.21.5260.63064

Thank you.

Attachments:
- Check Request
- Invoice
- Sunshine Enterprises Report/Roster

Approval: __________________________________________________________
Remit to:
Sunshine Gospel Ministries
500 E. 61st Street
Chicago, IL 60637-2407

City of Evanston
Attn: Paul Zalmezak
2100 Ridge Avenue
Evanston, IL 60201

<table>
<thead>
<tr>
<th>Department</th>
<th>Event</th>
<th>PAYMENT TERMS</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunshine Enterprises</td>
<td>Community Business Academy</td>
<td>Due upon receipt</td>
<td>Due Upon Receipt</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Service</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>LINE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/11/17 - 4/29/17</td>
<td>Spring Community Business Academy</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>76% Evanston Residents</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>12 Classes (Class and homework material, classroom Rental and 3 instructors)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-on-1 Coaching</td>
</tr>
</tbody>
</table>

COMPLETION

SUBTOTAL $25,000.00

Make all checks payable to Sunshine Gospel Ministries

THANK YOU FOR YOUR BUSINESS!
## Sunshine Enterprises 2017 Spring Cohort

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Mailing Street</th>
<th>Mailing City</th>
<th>Mailing State/Province</th>
<th>Mailing Zip/Postal Code</th>
<th>Mailing Country</th>
<th>Phone</th>
<th>Mobile</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen</td>
<td>Aikens</td>
<td>Evaston</td>
<td>IL</td>
<td>60202-2089</td>
<td>US</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elaina</td>
<td>Bell</td>
<td>Round Lake Beach</td>
<td>IL</td>
<td>60073-4935</td>
<td>US</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guadalupe</td>
<td>Enriquez</td>
<td>Evaston</td>
<td>IL</td>
<td>60202-3676</td>
<td>US</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tana</td>
<td>Francellno</td>
<td>Evaston</td>
<td>IL</td>
<td>60202-3064</td>
<td>US</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yolanda</td>
<td>Hardy</td>
<td>Chicago</td>
<td>IL</td>
<td>60645-1305</td>
<td>US</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beverly</td>
<td>Ann Hayes</td>
<td>Evaston</td>
<td>IL</td>
<td>60202-5228</td>
<td>US</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taylor</td>
<td>Jackson</td>
<td>Evaston</td>
<td>IL</td>
<td>60201-4038</td>
<td>US</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Melissa</td>
<td>Jackson</td>
<td>Chicago</td>
<td>IL</td>
<td>60659-5138</td>
<td>US</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jim</td>
<td>Lal-Tabak</td>
<td>Evaston</td>
<td>IL</td>
<td>60201</td>
<td>US</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Archana</td>
<td>Lal-Tabak</td>
<td>Evaston</td>
<td>IL</td>
<td>60201</td>
<td>US</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annette</td>
<td>Logan</td>
<td>Evaston</td>
<td>IL</td>
<td>60201-3724</td>
<td>US</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sandy</td>
<td>Mathurin</td>
<td>Evaston</td>
<td>IL</td>
<td>60201</td>
<td>US</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Katherine</td>
<td>McBride</td>
<td>Winthrop Harbor</td>
<td>IL</td>
<td>60096-1358</td>
<td>US</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ashley</td>
<td>Miller</td>
<td>Schiller Park</td>
<td>IL</td>
<td>60176-2702</td>
<td>US</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Barbara</td>
<td>Monroy</td>
<td>Evaston</td>
<td>IL</td>
<td>60202-1113</td>
<td>US</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leslie</td>
<td>Platner</td>
<td>Evaston</td>
<td>IL</td>
<td>60201-3741</td>
<td>US</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alicia</td>
<td>Skipworth</td>
<td>Evaston</td>
<td>IL</td>
<td>60201-3430</td>
<td>US</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leslie</td>
<td>Stewart</td>
<td>Evaston</td>
<td>IL</td>
<td>60201-3909</td>
<td>US</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

18 TOTAL  
13 EVANSTON  

$25,000/18 = $1388.89 per student  
Per student cap = $1,250  
(SEE LEFT & 2017 CONTRACT VII PAYMENT.)  

= Minimum CDBG overpayment of $2,500
REQUEST TO ISSUE CHECK IN ADVANCE OF BILLS LIST APPROVAL BY CITY COUNCIL
Required for advance check processing

DATE ________________ 12/5/2017

VENDOR __ Sunshine Gospel Ministries

ADDRESS _______ 501 E. 61st Street P.O. Box 377939 Chicago, Illinois 60637

______________________________________________________________

INVOICE# _______ 525 __________ PO# ______ N/A

AMOUNT $_____ 15,000 __________

DESCRIPTION:
Payment for summer cohort of Community Business Academy/Sunshine Enterprises. The agreement with City Council contemplated a reimbursement of $25,000 upon completion of each cohort. The spring payment was disbursed in June 2017. Payment request has been delayed due to Sunshine Enterprises administrative staff changes.

Sunshine Enterprises’ invoiced for $25,000. However, to receive full funding, the agreement requires a minimum of 75% Evanston resident participation in the cohort. For the Spring 2017 cohort, Evanston participation only represented 40% of the cohort. The agreement provides $2,500 per Evanston participant (section II(b) of the agreement). Six Evanston residents participated (6 x $2500) Total reimbursement is $15,000

ACCOUNT DISTRIBUTION
____________________ 215.21.5260.63064 ________________ $15,000 ______

REASON CHECK IS NEEDED PRIOR TO CITY COUNCIL APPROVAL:

Funds are needed in advance of the next bills list to ensure payment occurs in 2017. Sunshine submitted invoices after the 11/29/2017 cutoff date for the 12/14/17 city council meeting.

Requesting Department/Division Head Signature ________________________________________________________________

Approval by City Manager ___________________________________________________________________________

_____ Please mail ____________________________ ____________________________ Ext.

Person to call for pick-up ___________________________________________ Ext.
City of Evanston  
Attn: Paul Zalmezak  
2100 Ridge Avenue  
Evanston, IL 60201

<table>
<thead>
<tr>
<th>Department</th>
<th>Event</th>
<th>PAYMENT TERMS</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunshine Enterprises</td>
<td>Community Business Academy</td>
<td>Due upon receipt</td>
<td>Due Upon Receipt</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Service</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>LINE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/17/17-09/16/2017</td>
<td>Summer Community Business Academy</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td></td>
<td>12 Classes (Class and homework material, classroom Rental and 3 instructors)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1-on-1 Coaching</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| SUBTOTAL          | $25,000.00 |
| PREVIOUS PAYMENT  | $25,000.00 |
| TOTAL             | $25,000.00 |

Make all checks payable to Sunshine Gospel Ministries

THANK YOU FOR YOUR BUSINESS!
### Sunshine Enterprises

#### Summer 2017 Community Business Academy Participants

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Business Name / Business Type</th>
<th>Ward</th>
<th>Street Address</th>
<th>City</th>
<th>State</th>
<th>Postal Code</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chareda</td>
<td>Carter</td>
<td>Real Estate</td>
<td></td>
<td></td>
<td>Chicago</td>
<td>IL</td>
<td>60643-2957</td>
<td></td>
</tr>
<tr>
<td>Rosalind</td>
<td>Cobbs</td>
<td>Karim Aviation/Aviation Career Education Consulting</td>
<td>9th</td>
<td></td>
<td>Evanston</td>
<td>IL</td>
<td>60202-2114</td>
<td></td>
</tr>
<tr>
<td>Cleopatra</td>
<td>Crowder</td>
<td>Angel’s Nutrition/Health and Beauty</td>
<td></td>
<td></td>
<td>Chicago</td>
<td>IL</td>
<td>60636-2202</td>
<td></td>
</tr>
<tr>
<td>Edmund</td>
<td>Hill</td>
<td>Federal Compliance Consulting</td>
<td></td>
<td></td>
<td>Oak Lawn</td>
<td>IL</td>
<td>60453</td>
<td></td>
</tr>
<tr>
<td>Leticia</td>
<td>Hampton</td>
<td>Property Management</td>
<td></td>
<td></td>
<td>Maywood</td>
<td>IL</td>
<td>60153-1420</td>
<td></td>
</tr>
<tr>
<td>Raymond</td>
<td>Harris</td>
<td>DJ Service and Training</td>
<td>5th</td>
<td></td>
<td>Evanston</td>
<td>IL</td>
<td>60201-3430</td>
<td></td>
</tr>
<tr>
<td>Gwen</td>
<td>Hill</td>
<td>Corporate Training</td>
<td></td>
<td></td>
<td>Oak Lawn</td>
<td>IL</td>
<td>60453-3578</td>
<td></td>
</tr>
<tr>
<td>Kajidi</td>
<td>Kasanga</td>
<td>African Print Clothing</td>
<td>No qualifying documentation</td>
<td>Evanston Business</td>
<td>Chicago</td>
<td>IL</td>
<td>60659-4309</td>
<td></td>
</tr>
<tr>
<td>Yohance</td>
<td>Lacour</td>
<td>Love Leathers/Luxury Greeting Cards</td>
<td></td>
<td></td>
<td>Chicago</td>
<td>IL</td>
<td>60615-2029</td>
<td></td>
</tr>
<tr>
<td>Reginald</td>
<td>Murphy</td>
<td>Senior Transportation</td>
<td>5th</td>
<td></td>
<td>Evanston</td>
<td>IL</td>
<td>60201-3353</td>
<td></td>
</tr>
<tr>
<td>Vickie</td>
<td>Sturdivant</td>
<td>Vickie’s Decor and More/Balloons and Card Store</td>
<td>5th</td>
<td></td>
<td>Evanston</td>
<td>IL</td>
<td>60201-3572</td>
<td></td>
</tr>
<tr>
<td>Lisa</td>
<td>Walker</td>
<td>Community Learning Center</td>
<td></td>
<td></td>
<td>Chicago</td>
<td>IL</td>
<td>60615-5439</td>
<td></td>
</tr>
<tr>
<td>Eugene</td>
<td>Walker</td>
<td>Sweet Ruby Mae Catering/Catering</td>
<td></td>
<td></td>
<td>Chicago</td>
<td>IL</td>
<td>60620-3038</td>
<td></td>
</tr>
<tr>
<td>Natasha</td>
<td>White</td>
<td>New You Wellness Massage/Massage Therapist</td>
<td></td>
<td></td>
<td>Chicago</td>
<td>IL</td>
<td>60617-1909</td>
<td></td>
</tr>
<tr>
<td>Dereck</td>
<td>Wood Sr</td>
<td>Debonair/Over 35 Lounge</td>
<td>5th</td>
<td></td>
<td>Evanston</td>
<td>IL</td>
<td>60201-3308</td>
<td></td>
</tr>
</tbody>
</table>

**PER 2017 CONTRACT**

VII. PAYMENT OF CDBG FUNDS TO SUBRECIPIENT:

The disbursements shall not exceed $1,250 per student, for a total of $25,000 per cohort session of Grantee’s training program. If Grantee enrolls less than 75% of Evanston based business as participants in the cohort, the funding for that cohort will be reduced proportionally. For example, if they achieve 73%, their funding level would decrease by 2% and would receive $24,500 in funding under this Agreement.

- **15 TOTAL**
  - 5 EVANSTON
  - 33% Evanston Residents
  - 42% under required 75%

  Evanston enrollees = 42% reduction in funding ($10,500)

  $25,000 - $10,500 = $14,500

**CDBG funding for Summer ’17 cohort, per contract.**

- **$12,500**

**Actual Payment**

- **$15,000**

**Minimum Summer ’17 cohort Overpayment**

- **$500**
REQUEST TO ISSUE CHECK IN ADVANCE
OF BILLS LIST APPROVAL BY CITY COUNCIL
Required for advance check processing

DATE _______12/7/2017_________________

VENDOR ______Sunshine Gospel Ministries

ADDRESS 501 E. 61st Street P.O. Box 377939 Chicago, Illinois 60637

INVOICE# ______525__________ PO# ___N/A________

AMOUNT $ ______25,000_____________

DESCRIPTION:
Payment for fall cohort of Community Business Academy/Sunshine Enterprises. The agreement with City Council contemplated a reimbursement of $25,000 upon completion of each cohort. The spring payment was disbursed in June 2017. Summer payment of $15,000 (less than budgeted $25,000 due to lower than anticipated Evanston resident participation) was processed December 5, 2017. Payment request has been delayed due to Sunshine Enterprises administrative staff changes.

ACCOUNT DISTRIBUTION

215.21.5260.63064 $25,000

REASON CHECK IS NEEDED PRIOR TO CITY COUNCIL APPROVAL:

Funds are needed in advance of the next bills list to ensure payment occurs in 2017. Sunshine submitted invoices after the 11/29/2017 cutoff date for the 12/14/17 city council meeting.

Requesting Department/Division Head Signature

Approval by City Manager

Please mail

Person to call for pick-up Ext.
Remit to:
Sunshine Gospel Ministries
500 E. 61st Street
Chicago, IL 60637-2407

City of Evanston
Attn: Paul Zalmezak
2100 Ridge Avenue
Evanston, IL 60201

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>EVENT</th>
<th>PAYMENT TERMS</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunshine Enterprises</td>
<td>Community Business Academy</td>
<td>Due Upon Receipt</td>
<td>Due Upon Receipt</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Service</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>LINE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/30/2017-01/13/2018</td>
<td>Fall Community Business Academy</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td></td>
<td>12 Classes (Class and homework material, classroom Rental and 3 instructors)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1-on-1 Coaching</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SUBTOTAL $25,000.00

PREVIOUS PAYMENT

TOTAL $25,000.00

Make all checks payable to Sunshine Gospel Ministries

THANK YOU FOR YOUR BUSINESS!
<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Business Name</th>
<th>Business Description</th>
<th>Ward</th>
<th>Street Address</th>
<th>City</th>
<th>State</th>
<th>Postal Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toy</td>
<td>Battle</td>
<td>Delicious Delights</td>
<td>Ice Cream Parlor and Grill</td>
<td>No qualifying documentation</td>
<td>Evanston Business</td>
<td>Chicago</td>
<td>IL</td>
<td>60626-1018</td>
</tr>
<tr>
<td>Laila</td>
<td>Benjamin</td>
<td>Noah Arts Paint Center</td>
<td>Art Gallery</td>
<td>8</td>
<td>336 Callan Ave</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
</tr>
<tr>
<td>David</td>
<td>Benjamin</td>
<td>Noah Arts Paint Center</td>
<td>Art Gallery</td>
<td>8</td>
<td>336 Callan Ave</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
</tr>
<tr>
<td>Willie</td>
<td>Floyd</td>
<td>TBD</td>
<td>Laundromat</td>
<td>2</td>
<td>1111 Pitner Ave</td>
<td>Evanston</td>
<td>IL</td>
<td>60202-1046</td>
</tr>
<tr>
<td>Lauren</td>
<td>Hammond</td>
<td>TBD</td>
<td>Beauty Supplies</td>
<td>5</td>
<td>1712 Dodge Ave</td>
<td>Evanston</td>
<td>IL</td>
<td>60203-1707</td>
</tr>
<tr>
<td>Elijha</td>
<td>Jones</td>
<td>TBD</td>
<td>Style by Jean</td>
<td>No qualifying documentation</td>
<td>Evanston Business</td>
<td>Skokie</td>
<td>IL</td>
<td>60203-1707</td>
</tr>
<tr>
<td>Malik</td>
<td>Kemokai</td>
<td>TBD</td>
<td>Restaurant Consultant</td>
<td>5</td>
<td>1916 Grey Ave</td>
<td>Evanston</td>
<td>IL</td>
<td>60201-3358</td>
</tr>
<tr>
<td>Lilien</td>
<td>Lemieux-Jordan</td>
<td>TBD</td>
<td>Restaurant Consultant</td>
<td>2</td>
<td>1026 Florence Ave</td>
<td>Evanston</td>
<td>IL</td>
<td>60202-1151</td>
</tr>
<tr>
<td>Keisha</td>
<td>Moseley</td>
<td>Jerk Grill</td>
<td>Jamaican food service, catering</td>
<td>5</td>
<td>2224 Emerson St</td>
<td>Evanston</td>
<td>IL</td>
<td>60201-3310</td>
</tr>
<tr>
<td>Gaubraielle</td>
<td>Thornton</td>
<td>Balloons and Stuff</td>
<td>Party Planning and Retail Store</td>
<td>8111 S Euclid Ave</td>
<td>Chicago</td>
<td>IL</td>
<td>60617-1036</td>
<td></td>
</tr>
</tbody>
</table>

**PER 2017 CONTRACT**

VII. PAYMENT OF CDBG FUNDS TO SUBRECIPIENT:

The disbursements shall not exceed $1,250 per student, for a total of $25,000 per cohort session of Grantee’s training program. If Grantee enrolls less than 75% of Evanston based business as participants in the cohort, the funding for that cohort will be reduced proportionally. For example, if they achieve 73%, their funding level would decrease by 2% and would receive $24,500 in funding under this Agreement.

10 TOTAL
7 EVANSTON
70% Evanston Residents
$25,000 / 17 total = $1,470 per student
Maximum allowable is $1,250 per student

Max per student CDBG funding for Fall ’17 cohort, per contract. $21,250

Actual Payment $25,000

Minimum Fall ’17 cohort Reimbursement to City $3,750
ECONOMIC DEVELOPMENT COMMITTEE
Wednesday, August 24, 2016 – 7:00pm
Lorraine Morton Civic Center, 2100 Ridge Avenue, James C. Lytle City Council Chambers

AGENDA

1. CALL TO ORDER / DECLARATION OF QUORUM

2. APPROVAL OF MEETING MINUTES OF June 22, 2016

3. ITEMS FOR CONSIDERATION
   A. Sunshine Enterprises Funding Request Fall 2016
   B. 633 Howard Street Leasing
   C. West Village Merchant Grant
   D. 1714-20 Chicago Avenue (Library Parking Lot) Bid Process

4. ITEMS FOR DISCUSSION
   A. Howard Street Development
   B. Main Dempster Mile Special Service Area Update

5. COMMUNICATIONS
   A. Monthly Economic Development Communication
   B. Real Estate Transfer Tax Report
   C. Announcements/Updates from EDC Members

6. ADJOURNMENT

Order of Agenda Items is subject to change. Information about the Economic Development Committee is available at http://www.cityofevanston.org/economicdev special-council-committees/economic-development-committee/index.php. Questions can be directed to Johanna Leonard at 847.448.8014. The City of Evanston is committed to making all public meetings accessible to persons with disabilities. Any citizen needing mobility or communications access assistance should contact the City Manager’s Office 48 hours in advance of the scheduled meeting so that accommodations can be made at 847-448-8683 (Voice) or 847-448-8064 (TTY).
Memorandum

To: Chair and Members of Economic Development Committee

From: Martin Lyons, Assistant City Manager
Paul Zalmezak, Senior Economic Development Coordinator

Subject: Sunshine Enterprises Evanston Entrepreneurship Support

Date: August 16, 2016

Recommended Action:
Staff supports a recommendation from the Economic Development Committee to City Council to reimburse Sunshine Enterprises $22,500 for completing the Spring 2016 Cohort and to approve additional funding for the Fall 2016 Cohort, beginning September 2016, in an amount not to exceed $50,000 to help facilitate business creation opportunities for primarily low- and moderate-income Evanston residents.

Funding Source:
Staff recommends utilizing funds from the Community Development Block Grant Economic Development Fund (revolving loan fund and entitlement).

The fund was established in 2012 to provide: 1) Access to capital, particularly gap financing, to businesses that create or retain jobs for low/moderate income residents or provide needed goods and services to low/moderate income neighborhoods; 2) Technical assistance (business consulting) to expand entrepreneurial efforts/business start-ups; and 3) Funds to improve the facades of retail/commercial buildings in neighborhood business districts in the City’s Neighborhood Revitalization Strategy Area.

Sunshine Enterprise’s program meets a CDBG national objective by providing technical assistance to primarily low- and moderate-income entrepreneurs and microenterprises (businesses with no more than five employees, including the owner) in the City’s Neighborhood Revitalization Strategy Area, which is prioritized for CDBG funding in the City’s Consolidated Plan. Low and moderate income is defined as persons making 80% or less of the area median income which is $60,800 for a family of four. The CDBG defined income limits for Cook County are summarized in the attachments.

Background:
On December 14, 2015, the City Council approved funding for Sunshine Enterprises for the Community Business Academy Winter 2016 Cohort which graduated April 18, 2016.
The City Council requested that Sunshine Enterprises return to the Economic Development Committee to provide a report to the Committee on its programs, the progress of participants, and other “report-back” information stipulated in the funding agreement. Attached is the progress report which complies with the funding agreement.

Based on the results of this progress report, the Economic Development Committee agreed to consider recommending approval of an additional $50,000 in funding for the second cohort to be scheduled Spring/Summer 2016. If successful, Sunshine Enterprises could repeat the process following the second cohort and request approval for an additional $50,000 for a third cohort scheduled for Fall 2016.

Summary
The funding agreement, attached, provides reimbursement of up to $50,000 based on meeting the minimum threshold of Evanston residents and/or Evanston-based businesses. The $50,000 payment is released in two $25,000 increments. The first at the beginning of the community business academy session upon submittal of class roster and schedule, the second upon cohort graduation and presentation to the Economic Development Committee at the end of the session. The agreement requires the funding be reduced proportionally by $2,500 if the total Evanston resident / Evanston-based business cohort falls below 75% of the total cohort attendees.

For Spring 2016, Sunshine Enterprises served a total of 25 individuals, 18 of who are Evanston residents or Evanston based businesses. Sunshine Enterprises came within 3% of the threshold with a total of 72% being Evanston resident or Evanston-based businesses. As a result, the agreement between Sunshine Enterprises and the City of Evanston requires a reduction of $2,500 per student under the 75% threshold. The Spring 2016 Cohort was one individual below the 75% requirement. Therefore, funding will be reduced by $2,500.

Sunshine Enterprises received the initial payment of $25,000 at the beginning of the cohort as required by the agreement. As summarized in the table below, staff recommends reimbursing Sunshine Enterprises $22,500 for the second payment, reflecting the $2,500 reduction per individual below the 75% threshold, bringing the total payment to Sunshine Enterprises for Spring 2016 to $47,500.

<table>
<thead>
<tr>
<th>Sunshine Enterprises Spring 2016 Cohort Report</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cohort Total</td>
<td>25</td>
</tr>
<tr>
<td>Total Evanston Resident/Based</td>
<td>18</td>
</tr>
<tr>
<td>Agreement Threshold</td>
<td>75%</td>
</tr>
<tr>
<td>Actual % Evanston Resident/Based</td>
<td>72%</td>
</tr>
<tr>
<td>Shortfall (1 individual)</td>
<td>3%</td>
</tr>
<tr>
<td>Total Funding Spring 2016 Cohort</td>
<td>$50,000</td>
</tr>
<tr>
<td>Initial Payment June 2016 Cohort Start</td>
<td>-$25,000</td>
</tr>
<tr>
<td>Reduction (one individual short of threshold)</td>
<td>-$2,500</td>
</tr>
<tr>
<td><strong>Balance Due</strong></td>
<td><strong>$22,500</strong></td>
</tr>
</tbody>
</table>
Additional Information

Current Cohort
Our current cohort is going into week 10 and is on track to graduate all entrepreneurs with the exception of 1 participant that was heavily recruiting and participating in a multi level marketing business and another resident that was unwilling to share the personal information requested for our grant compliance. The class is held at Gibbs-Morrison Saturdays 10am – 1pm. We have had community support including volunteers and leaders from the local business community. Again, we have a ride range of businesses in this cohort including home-based businesses and bricks and mortar as well has products and services. The class will graduate August 29, 2016 at 6pm in the Parasol Room, all are welcome.

Success Stories From Previous Cohorts
Our graduates have established new businesses, grown existing businesses, some have received promotions or higher paying jobs and 1 has purchased her first home using the lessons learned and inspiration from the CBA. Additionally, there are partnerships and collaborations that have formed and we have exclusively contracted CBA graduates for services at our SE events including workshops and graduations. 2 new bricks and mortar businesses since our last report are:

Jennifer’s Edibles  Jennifersedibles.com
1623 Simpson

Eye Boutique (Relocated from Chicago to Evanston)
817 Main St.

Body Works By Carla
Coming Fall 2016 to Central St.  Is not a Brick & Mortar business

Fall/Winter 2016
Our incoming cohort will begin September 23rd and is half full. We have information sessions scheduled for late August and Mid September and expect another full class. First Bank & Trust has agreed to help facilitate our Personal Finance class which is week 3 of the cohort.

Job Creation
Robin Simmons, 5th Ward resident is a full-time employee of Sunshine Enterprises and has attended weeklong training at Rising Tide Capital in Newark, NJ to serve as Lead Instructor of the Community Business Academy. Rue Simmons does not qualify as a beneficiary

We estimate at least 6 new jobs have been created from our graduates to date.

Owner/Business was not a City CDBG-funded beneficiaries, according to Sunshine’s reported rosters 2016 or 2017

No additional qualifying information or documentation provided
MINORITY, WOMEN & EVANSTON BUSINESS ENTERPRISE DEVELOPMENT COMMITTEE

Wednesday, July 19, 2017 6:30 P.M.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Aldermanic Library

AGENDA

1. CALL TO ORDER / DECLARATION OF QUORUM

2. APPROVAL OF MEETING MINUTES of May 17, 2017

3. UNFINISHED BUSINESS
   a. Assist Agencies Certification

4. STAFF REPORTS
   a. Under 20Spend Update
   b. M/W/EBE and LEP Tracking Report
   c. LEP Summary - 2017 Capital Planning Projects - Tentative Schedule
   d. Economic Development - Entrepreneurship Support Program Update

5. NEW BUSINESS
   a. August 16, 2017 Committee Meeting

6. ADJOURNMENT

7. NEXT MEETING: Wednesday, August 16, 2017 (or September 20, 2017)

Order & Agenda Items are subject to change. Information about the Minority, Women & Evanston Business Enterprise Development Committee (M/W/EBE) is available at: www.cityofevanston.org/mwebecommittee. Questions can be directed to Tammi Nunez at 847-866-2935.

The City of Evanston is committed to making all public meetings accessible to persons with disabilities. Any citizen needing mobility or communications access assistance should contact the Facilities Management Office at 847-866-2916 (Voice) or 847-448-8064 (TTY).
To: Chair and Members of the M/W/EBE Committee

From: Martin Lyons, Assistant City Manager/CFO  
Paul Zalmezak, Economic Development Division Manager  
Cindy Plante, Economic Development Coordinator

Subject: Entrepreneurship Support Program Update

Date: June 19, 2017

Summary:
The Entrepreneurship Support Program guidelines were approved by City Council in April and the first three applicants for funding under the guidelines have been approved by Economic Development Committee and City Council. The three businesses were approved for a total of $8,500 in funding out of the $50,000 set aside for the program this year. The businesses approved funding amounts are:

- **Jennifer's Edibles - $2,500**
  Jennifer Eason of Jennifer’s Edibles completed the Sunshine Enterprise Community Business Academy program in 2016 and opened a brick and mortar restaurant at 1623 Simpson Street in January of 2017, making her the second program participant to open a brick and mortar business since the program launched in Evanston. The restaurant offers American and Caribbean menu items on site and for catering orders. Ms. Eason was approved for funding assistance for the purchase of additional restaurant equipment, including a warmer, refrigerator, steam table, and pans. Ms. Eason hopes to grow the business by adding Sunday brunch and marketing to local churches.

- **Human Success Factors – $2,500**
  Human Success Factors is a career counseling and coaching business founded in 2016 by Dorothy Mendoza, a human resources professional who also recently completed the Community Business Academy program. Ms. Mendoza was funding to help grow the business by launching a website, purchasing online and print advertising, and hosting career planning workshop for teens and young adults.

- **Sharp Edge Crossfit - $3,500**
  Owner Netanya Mintz intends to open Sharp Edge Crossfit in a long-vacant former garage space at 1324 Dodge Avenue. Ms. Mintz was approved for
funding assistance for equipment purchases including a rack system and barbells as well as assistance with City fees including Special Use Permit Application, Business License, and build-out permits and inspections. Ms. Mintz also applied and was approved for Storefront Modernization Program funding to assist in interior build-out of the Dodge Avenue space.

Background & Additional Updates:

The Entrepreneurship Support Program was created to provide limited one-time grant assistance to individuals starting or expanding a small business in Evanston. The program guidelines were approved by City Council in April, 2017 after consultation with the Minority, Women, and Evanston-Based Enterprise Committee (M/W/EBE Committee), Sunshine Enterprises, and LEND. The program guidelines provide for up to $1,000 in assistance with City licensing and permitting fees (to be provided by an interfund transfer from the ED fund rather than a fee waiver) and/or up to $2,500 in assistance for qualifying business expenses such as tools, equipment, insurance, professional services, training, certifications, and production space. Applicants must provide three estimates for services to be funded (when possible) and must submit a detailed business plan as part of the application, and proof of either residence in Evanston or a business location in Evanston. Businesses receiving funding through this program are not barred from seeking funding through the Storefront Modernization Program in the event that they open a brick and mortar location in Evanston, though each program must be applied for separately.

Although the Economic Development Committee approved the first three applicants under the April guidelines, the committee requested that staff make additional changes to the program guidelines to limit eligibility to applicants who have completed Community Business Academy or a similarly-structured business education curriculum. Under the current guidelines, completion of such a program was described as being preferred but was not required. An updated draft of the program guidelines will be presented to the Economic Development Committee on June 28, 2017.
<table>
<thead>
<tr>
<th>Objective</th>
<th>Qualifies If</th>
<th>Example</th>
<th>Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>L/M Income Area Benefit</td>
<td>The assistance is to a business which provides goods or services to residents of a L/M income <em>residential</em> area.</td>
<td>Assistance to neighborhood businesses such as grocery stores and laundromats, serving a predominantly L/M income neighborhood.</td>
<td>For more information, see page 3-7.</td>
</tr>
<tr>
<td>L/M Income Limited Clientele</td>
<td>The only use of CDBG is to provide job training or other employment support services as part of a CDBG-eligible economic development project, and the percent of total project cost contributed by CDBG does not exceed the percent of all persons assisted who are L/M income.</td>
<td>Training for the 30 new employees, 10 of whom are L/M income, hired by a manufacturer adding new machinery to its plant where CDBG pays no more than one-third of the total cost of the project, including the training.</td>
<td>For more information, see page 3-14.</td>
</tr>
<tr>
<td>L/M Income Housing</td>
<td>Not applicable.</td>
<td>Not applicable.</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>L/M Income Jobs</td>
<td>The assisted project involves the creation or retention of jobs at least 51% of which benefit L/M income persons.</td>
<td>Financial assistance to a manufacturer for the expansion of its facilities which is expected to create permanent jobs, at least 51% of which will be taken by L/M income persons.</td>
<td>For more information, see page 3-24.</td>
</tr>
</tbody>
</table>
Call to Order / Declaration of Quorum
Chair Rainey declared a quorum of the Housing and Community Development Act Committee and called the meeting to order at 7:08 pm.

Approval of Meeting Minutes for March 21, 2017
Ald. Braithwaite moved approval of the minutes as presented, Glenn Mackey seconded the motion. Following discussion, the minutes were approved unanimously.

Allocation of Additional FY2017 CDBG Funds
Alderman Rainey explained the staff recommendation that allocated 20% of the actual CDBG 2017 grant amount for CDBG Administration, as allowed. In addition, all estimated grant amounts were increased to round numbers to simplify grant management. The recommendation allocated additional Public Services funding to the Graffiti Removal, Summer Youth Employment and Certificate of Rehab programs, which were prioritized by the committee for increases if additional funds were received. Remaining funds were allocated for Housing Rehab Administration, which had been funded at a reduced level with the plan to use funds from the revolving loan fund for administrative costs, if needed, in order to fund other projects.

Jeannie Sanke moved to approve the allocations as presented; Ald. Wilson seconded the motion. Ald. Simmons asked for more information about the funding for which additional funding was recommended. She noted the recent Family Focus layoffs due to state funding cuts - 126 families will be affected by layoffs. Services that will stop are DCFS and early childhood program. Two employees have been laid off in Evanston. Ald. Wilson explained that CDBG has to be allocated to programs that applied for funding in the application process in 2016, and that funding can’t be allocated for general operating expenses. Ald. Braithwaite questioned the amount of increasing funding for graffiti, which would raise its allocation to 92% of request. Ald. Wilson pointed out that the allocation raised funding for the program to 2016 levels and helps maintain City services that could otherwise risk being cut. He also pointed out that nonprofits have the ability to fund raise for programming. Additional discussion followed.

Jeannie Sanke noted that the Certificate of Rehab program should be more broadly publicized and suggested that Kevin Brown could get information out via the City’s public cable channel.
AGENDA

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

II. APPROVAL OF REGULAR MEETING MINUTES OF OCTOBER 9, 2017

III. ITEM FOR CONSIDERATION

(P1) **Granting Vacation Rental License for 2120 Madison Place**
Staff recommends approval of a Vacation Rental License for the property located at 2120 Madison Place. The Vacation Rental meets all of the Standards and Procedures for license approval.
For Action

(P2) **Granting Vacation Rental License for 1612 Main Street**
City staff recommends approval of a Vacation Rental License for the property located at 1612 Main Street. The Vacation Rental meets all of the Standards and Procedures for license approval.
For Action

(P3) **Resolution 82-R-17 to Accept Planning Staff Assistance Services Delivered by the Chicago Metropolitan Agency for Planning for the 2020-2024 Assessment of Fair Housing**
The Housing and Community Development Act Committee and staff recommend approval by City Council of Resolution 82-R-17 to Accept Planning Staff Assistance Services Delivered by the Chicago Metropolitan Agency for Planning (CMAP) for the 2020-2024 Assessment of Fair Housing (AFH). The City is required to perform an AFH prior to its 2020-2024 Consolidated Plan in order to continue to receive its federal entitlement grants. The City would contribute $13,000 of the total AFH budget of $287,000. Funding is from the City’s 2017 and 2018 Community Development Block Grant (CDBG) under CDBG Administration Account 215.21.5220.62490.
For Action
ECONOMIC DEVELOPMENT COMMITTEE
Wednesday October 28, 2015 – 7:30pm
Lorraine Morton Civic Center, 2100 Ridge Avenue, James C. Lytle City Council Chambers

Members Present: Matt Rodgers, Alderman Wynne, Alderman Wilson, Alderman Holmes, Alderman Tendam, Alderman Rainey, Alderman Grover, Hecky Powell, Jeannemarie Sierant,

Staff Present: Johanna Leonard, Paul Zalmezak, Cindy Plante, Charliese Agnew, Marty Lyons

Members Absent: Alderman Fiske, Terri Dubin

Presiding Member: Alderman Wynne

AGENDA

1. CALL TO ORDER / DECLARATION OF QUORUM
With a quorum present, Alderman Wynne called the meeting to order at 7:32 p.m.

2. APPROVAL OF MEETING MINUTES OF September 2, 2015
Ald. Holmes moved approval of September 2, 2015, meeting minutes, seconded by Ald. Tendam. A voice vote was taken and the meeting minutes were unanimously approved 9-0.

3. ITEMS FOR CONSIDERATION

   A. Approval of Meeting Dates for the Economic Development Committee for 2016

   Ald. Grover moved approval for meeting dates, seconded by Ald. Tendam.

   Ald. Holmes asked if the committee could reschedule the meeting to 7 p.m. Ald. Wynne expressed there may be a conflict of interest due to the Transportation/Parking Committee.

   Ald. Wynne requested staff to go back to check when Transportation/Parking Committee meetings generally end on average and adjust time for meetings going forward. If the end time of the meetings could accommodate a 7p, start then the 7p start for the Economic Development Committee meeting would be acceptable.

   Ald. Wynne noted that the 2016 schedule has been moved and seconded. A voice vote was taken and the meeting dates were unanimously approved 9-0.

   Economic Development Manager Johanna Leonard spoke to the committee about remaining 2015 meeting dates, requesting the cancellation of the November 18 and December 16 and holding one meeting on December 2, 2015.
A. Presentation from Sunshine Enterprises on Entrepreneurial Support in Evanston

Senior Economic Development Coordinator Paul Zalmezak introduced the entrepreneurial program in Evanston, Sunshine Enterprises, and mentioned the possibility to move forward in supporting the program through the CDBG Economic Development fund.

Paul introduced Sunshine Enterprise’s Executive Director Joe Hamernick to introduce the Sunshine Enterprises program to the committee.

Sunshine Enterprise’s Evanston-based liaison and Business Mentor, Robin Simmons, stated there are 20 participants, from 20 to 50 year of age, pursuing entrepreneurship across seven industries.

Ald. Holmes mentioned visiting with students during a recent class and stated there are many opportunities for City involvement.

Mr. Zalmezak will return to the committee on December 2 to discuss a potential funding partnership with Sunshine Enterprises.

Ald. Holmes expressed concerns about getting the funding approved in time for the 2016 budget Mr. Zalmezak confirmed a solution will be provided to ensure funding is accounted for in the 2016 budget hearing. He indicated staff is going to propose the CDBG Economic Development fund. Funding is already in place for this type of economic development activity. Mr. Zalmezak suggested Gibbs Morrison Cultural Center may be an ideal place to house the program beginning in 2016.

5. COMMUNICATIONS
   A. Monthly Economic Development Communication
   B. Quarterly Economic Development Report
   C. Real Estate Transfer Tax Report
   D. Announcements/Updates from EDC Members

Economic Development Specialist Charliese Agnew announced plans for Small Business Saturday on Saturday, November 28.

6. ADJOURNMENT
   Ald. Wynne moved to adjourn, seconded by Ald. Tendam. Vote to adjourn was unanimous (9-0).

   Meeting was adjourned at 8:41 p.m.

Next Meeting: December 2, 2015

Respectfully submitted,
Charliese Agnew
Economic Development Specialist
City Manager’s Office
ECONOMIC DEVELOPMENT COMMITTEE  
Wednesday, August 24, 2016 – 7:00pm  
Lorraine Morton Civic Center, 2100 Ridge Avenue, James C. Lytle City Council Chambers

Members Absent: Ald. Holmes, T. Dubin  
Staff Present: M. Lyons, W. Bobkiewicz, P. Zalmezak, C. Plante

1. CALL TO ORDER / DECLARATION OF QUORUM

Ald. Wilson called the meeting to order at 7:17.

2. APPROVAL OF MEETING MINUTES OF June 22, 2016

Ald. Wilson moved approval of the minutes.  
Ald. Braithwaite seconded.  
Approved 8-0

3. ITEMS FOR CONSIDERATION

A. Sunshine Enterprises Funding Request Fall 2016

Mr. Paul Zalmezak reported that Sunshine Enterprises was in attendance to present a quarterly report on the program and formally request a recommendation to City Council for funding for its continuation next quarter.

Mr. Joel Hamernick from Sunshine Enterprises provided a summary of the organization’s mission and history. Since the program began in Evanston, two cohorts have gone through the Community Business Academy program and a third is planned for the fall.

Ms. Robbin Simmons reported that the program’s success has impacted participants’ lives beyond entrepreneurship; it has improved employment and taught participants about personal finances. Ms. Simmons introduced several community business academy participants and their businesses.

Ald. Rainey moved recommendation to City Council for approval of funding.  
Ald. Braithwaite seconded.  
Approved 9-0

B. 633 Howard Street Leasing

Mr. Zalmezak reported that the owners of Good To Go Jamaican have indicated that they do not want to pursue a lease for the property and are only interested in purchasing it.
<table>
<thead>
<tr>
<th>REPORTS TO INTERMEDIATE</th>
<th>MERCHANT NAME</th>
<th>TRANSACTION AMOUNT</th>
<th>POSTING DATE</th>
<th>COST ALLOCATION - EXPENSE OBJECT</th>
<th>EXPENSE DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY MGR'S OFF</td>
<td>AMAZON.COM</td>
<td>$ 448.87</td>
<td>07/24/2015</td>
<td>66400 GENERAL ADMINISTRATION</td>
<td>MATS FOR SIT/STAND DESKS</td>
</tr>
<tr>
<td>CITY MGR'S OFF</td>
<td>AMAZON.COM</td>
<td>$ 224.43</td>
<td>07/24/2015</td>
<td>66400 GENERAL ADMINISTRATION</td>
<td>MATS FOR SIT/STAND DESKS</td>
</tr>
<tr>
<td>CITY MGR'S OFF</td>
<td>ISSUU</td>
<td>$ 19.00</td>
<td>07/24/2015</td>
<td>64545 (IS ONLY) PERSONAL COMP SOFTWARE</td>
<td>WEB PUBLISHING SOFTWARE</td>
</tr>
<tr>
<td>CITY MGR'S OFF</td>
<td>PETSMART INC 427</td>
<td>$ 150.13</td>
<td>07/27/2015</td>
<td>62509 SERVICE AGREEMENTS/CONTRACTS</td>
<td>CAT LITTER AND WET CAT FOOD</td>
</tr>
<tr>
<td>CITY MGR'S OFF</td>
<td>ADOBE CREATIVE CLOUD</td>
<td>$ 49.99</td>
<td>07/27/2015</td>
<td>64545 (IS ONLY) PERSONAL COMP SOFTWARE</td>
<td>CREATIVE CLOUD MONTHLY SUBSCRIPTION</td>
</tr>
<tr>
<td>CITY MGR'S OFF</td>
<td>BKF BOOKFRESH</td>
<td>$ 24.90</td>
<td>07/27/2015</td>
<td>65125 OTHER COMMODITIES</td>
<td>RECRUITING SOFTWARE</td>
</tr>
<tr>
<td>CITY MGR'S OFF</td>
<td>IN MULTILINGUAL CONNE</td>
<td>$ 100.80</td>
<td>07/28/2015</td>
<td>62205 ADVERTISING</td>
<td>PLASTIC BAG TRANSLATION FLYER</td>
</tr>
<tr>
<td>CITY MGR'S OFF</td>
<td>WPY STARTUP EVANSTON 1</td>
<td>$ 95.00</td>
<td>07/28/2015</td>
<td>62295 TRAINING &amp; TRAVEL</td>
<td>WEB MASTER TRAINING</td>
</tr>
<tr>
<td>CITY MGR'S OFF</td>
<td>HOMEDEPOT.COM</td>
<td>$ 81.59</td>
<td>07/29/2015</td>
<td>62415 DEBRIS REMOVAL CONTRACTUAL</td>
<td>CLEAR TRASH BAGS</td>
</tr>
<tr>
<td>CITY MGR'S OFF</td>
<td>BRAUN DRUGS</td>
<td>$ 39.96</td>
<td>07/29/2015</td>
<td>62509 SERVICE AGREEMENTS/CONTRACTS</td>
<td>DOXYCYCLINE ORDER FOR CAT.</td>
</tr>
<tr>
<td>CITY MGR'S OFF</td>
<td>BUZNESSAPPS</td>
<td>$ 59.00</td>
<td>07/29/2015</td>
<td>64545 (IS ONLY) PERSONAL COMP SOFTWARE</td>
<td>MOBILE APP SUBSCRIPTION</td>
</tr>
<tr>
<td>CITY MGR'S OFF</td>
<td>ULINE SHIP SUPPLIES</td>
<td>$ 232.54</td>
<td>07/30/2015</td>
<td>65625 FURNITURES AND FIXTURES</td>
<td>CARGO BOXES</td>
</tr>
<tr>
<td>CITY MGR'S OFF</td>
<td>AMAZON.COM</td>
<td>$ (1.92)</td>
<td>07/30/2015</td>
<td>62509 SERVICE AGREEMENTS/CONTRACTS</td>
<td>REFUND FOR TAX ON AMAZON PURCHASE.</td>
</tr>
<tr>
<td>CITY MGR'S OFF</td>
<td>AMAZON.COM</td>
<td>$ (8.01)</td>
<td>07/30/2015</td>
<td>62509 SERVICE AGREEMENTS/CONTRACTS</td>
<td>REFUND FOR TAX ON AMAZON PURCHASE.</td>
</tr>
<tr>
<td>CITY MGR'S OFF</td>
<td>PETSMART INC 427</td>
<td>$ 67.12</td>
<td>07/31/2015</td>
<td>62509 SERVICE AGREEMENTS/CONTRACTS</td>
<td>8 BAGS OF 40LB. KITTY LITTER.</td>
</tr>
<tr>
<td>CITY MGR'S OFF</td>
<td>ADOBE ACROBAT PRO</td>
<td>$ 14.99</td>
<td>07/31/2015</td>
<td>64545 (IS ONLY) PERSONAL COMP SOFTWARE</td>
<td>ACRIBAT PROFESSIONAL MONTHLY MEMBERSHIP</td>
</tr>
<tr>
<td>CITY MGR'S OFF</td>
<td>BENNISONS BAKERY INC</td>
<td>$ 18.96</td>
<td>07/31/2015</td>
<td>66400 GENERAL ADMINISTRATION</td>
<td>ARTIST INTERVIEWS</td>
</tr>
<tr>
<td>CITY MGR'S OFF</td>
<td>JEWEL #3428</td>
<td>$ 6.64</td>
<td>07/31/2015</td>
<td>66400 GENERAL ADMINISTRATION</td>
<td>ARTIST INTERVIEWS</td>
</tr>
<tr>
<td>CITY MGR'S OFF</td>
<td>PANINO'S PIZZERIA OR</td>
<td>$ 44.10</td>
<td>07/31/2015</td>
<td>62295 TRAINING &amp; TRAVEL</td>
<td>BUDGET LUNCH MEETING</td>
</tr>
<tr>
<td>CITY MGR'S OFF</td>
<td>AMAZON MKTPLACE PMTS</td>
<td>$ 45.26</td>
<td>07/31/2015</td>
<td>65095 OFFICE SUPPLIES</td>
<td>FLOOR MAT</td>
</tr>
<tr>
<td>CITY OF EVANSTON</td>
<td>BAUVILLE INC.</td>
<td>$ 89.40</td>
<td>07/09/2015</td>
<td>65095 OFFICE SUPPLIES</td>
<td>RECOGNITION AWARDS.</td>
</tr>
<tr>
<td>CITY OF EVANSTON</td>
<td>INTERNATIONAL INSTITUT</td>
<td>$ 220.00</td>
<td>07/22/2015</td>
<td>63600 MEMBERSHIP DUES</td>
<td>MEMBERSHIP DUES</td>
</tr>
<tr>
<td>COMM ECON DEVIADMIN</td>
<td>METRA OGILVIE</td>
<td>$ 4.75</td>
<td>07/02/2015</td>
<td>62295 TRAINING &amp; TRAVEL</td>
<td>COOK COUNTY MEETING</td>
</tr>
<tr>
<td>COMM ECON DEVIADMIN</td>
<td>GREENLINE COFFEE</td>
<td>$ 21.24</td>
<td>07/03/2015</td>
<td>62295 TRAINING &amp; TRAVEL</td>
<td>MEETING WITH SUNSHINE GOSPEL MINISTRIES</td>
</tr>
<tr>
<td>COMM ECON DEVIADMIN</td>
<td>CGI GREAT BIG CANVAS</td>
<td>$ 80.95</td>
<td>07/13/2015</td>
<td>65095 OFFICE SUPPLIES</td>
<td>ART FOR COMMUNITY DEVELOPMENT CONFERENCE ROOM 3106</td>
</tr>
<tr>
<td>COMM ECON DEVIADMIN</td>
<td>GODDESS AND THE BA</td>
<td>$ 15.58</td>
<td>07/13/2015</td>
<td>62295 TRAINING &amp; TRAVEL</td>
<td>MEETING WITH ALD. WYNNE</td>
</tr>
<tr>
<td>COMM ECON DEVIADMIN</td>
<td>CITY OF EVANSTON-METER</td>
<td>$ 0.75</td>
<td>07/13/2015</td>
<td>62295 TRAINING &amp; TRAVEL</td>
<td>STREET CLEANING MEETING</td>
</tr>
<tr>
<td>COMM ECON DEVIADMIN</td>
<td>ICMA ONLINE PURCHASES</td>
<td>$ 120.00</td>
<td>07/17/2015</td>
<td>62295 TRAINING &amp; TRAVEL</td>
<td>ICMA CONFERENCE REGISTRATION</td>
</tr>
<tr>
<td>COMM ECON DEVIADMIN</td>
<td>SOUTHWES 520670764856</td>
<td>$ 25.00</td>
<td>07/20/2015</td>
<td>62295 TRAINING &amp; TRAVEL</td>
<td>AIRLINE FEE FOR TRAVEL TO ICMA CONFERENCE</td>
</tr>
<tr>
<td>COMM ECON DEVIADMIN</td>
<td>SOUTHWES 52621273630364</td>
<td>$ 418.01</td>
<td>07/20/2015</td>
<td>62295 TRAINING &amp; TRAVEL</td>
<td>ICMA CONFERENCE TRANSPORTATION</td>
</tr>
<tr>
<td>COMM ECON DEVIADMIN</td>
<td>TRIBUNE PUBLISHING COM</td>
<td>$ 37.89</td>
<td>07/20/2015</td>
<td>62205 ADVERTISING</td>
<td>PUBLIC NOTICE - NSP2 - SALE OF 1941 JACKSON - ORDER 3443008</td>
</tr>
<tr>
<td>COMM ECON DEVIADMIN</td>
<td><a href="http://WWW.IILAPA.ORG">WWW.IILAPA.ORG</a></td>
<td>$ 250.00</td>
<td>07/20/2015</td>
<td>62295 TRAINING &amp; TRAVEL</td>
<td>REGISTRATION FOR AMERICAN PLANNING ASSOCIATION ILLINOIS - 2 DAY CONFERENCE</td>
</tr>
<tr>
<td>COMM ECON DEVIADMIN</td>
<td>GOVERNMENT CENTER SELF</td>
<td>$ 17.00</td>
<td>07/27/2015</td>
<td>62295 TRAINING &amp; TRAVEL</td>
<td>MARK MUIENZER - PARKING - AMERICAN PLANNING ASSOCIATION MEETING 7/23/15</td>
</tr>
<tr>
<td>COMM ECON DEVIADMIN</td>
<td>IFLS COM</td>
<td>$ 59.95</td>
<td>07/27/2015</td>
<td>62490 OTHER PROGRAM COSTS</td>
<td>MONTHLY SUBSCRIPTION FOR ILLINOIS FORECLOSURE WEBSITE</td>
</tr>
</tbody>
</table>
**MINUTES OF THE RULES COMMITTEE**

**Monday, May 15, 2017**

6:00 p.m.

Lorraine H. Morton Civic Center
Council Chambers


Presiding: Ald. Donald Wilson

Staff Present: Wally Bobkiewicz, City Manager

Guest: City Clerk Devon Reid

**CALL TO ORDER/DECLARATION OF QUORUM:**
Ald. Wilson declared a quorum and called the meeting to order at 6:10 p.m.

**CITIZEN COMMENT:**
City Clerk Reid spoke on his hope to introduce a legislation tracker and thought it would be great if the Rules Committee would require a sponsor. He also asked if the committee could look at changing the day of Council meetings from Mondays to some other night to allow more public participation because the school board and other committee meetings meet on Monday nights.

**SELECTION OF RULES COMMITTEE CHAIR:**
Ald. Fiske moved to nominate Ald. Wilson as chair of the Rules Committee. Ald. Wynne seconded. Ald. Rainey asked if the order would then go by seniority. The response was yes. Motion passed.

**REVIEW OF COUNCIL SENIORITY LIST AND MAYOR-PRO TEM LIST:**
The committee agreed to proceed in accordance with the designated schedule and seniority list.

**REVIEW OF ALDERMANIC COMMITTEES STRUCTURE AND MEMBERSHIP:**
Ald. Wilson started with the Administration & Public Works Committee which presently has 5 Aldermen serving.

Ald. Braithwaite, Wynne, Rainey, Rue Simmons, Fleming and Suffredin showed an interest in serving. Ald. Wynne gracefully bowed out. Ald. Braithwaite moved to accept the lineup for the A&PW committee. Motion passed.


Ald. Braithwaite, Fiske, Rue Simmons, Revelle, and Fleming volunteered to serve on the 6 member Human Services Committee. Ald. Wynne noted that the Human Services Committee previously was a 5 member committee. Ald. Fiske moved to return Human Services to a 5 member committee. Ald. Wynne seconded. Motion passed.
Ald. Wilson noted that the Rules Committee consists of the Mayor and 9 Aldermen.

Ald. Wilson stated Economic Development presently is a 7 member committee. Ald. Fiske moved to reduce the membership to 6 members. Ald. Revelle seconded. Ald. Revelle stated there was discussion about the number of members when they were discussing their board consolidation and the feeling was it made sense to have a smaller committee. Ald. Rainey stated she was supportive of 5 members. Ald. Rainey, Rue Simmons, Wilson, Wynne and Braithwaite volunteered to serve on Economic Development. Ald. Braithwaite moved to reduce the membership from 7 to 5. Ald. Wynne seconded. Motion passed.


Ald. Wilson stated the Housing & Community Development Act Committee has 5 Aldermen. Ald. Braithwaite, Wilson, Rue Simmons, Rainey, and Wynne all agreed to serve.

Ald. Revelle agreed to continue serving on the Lighthouse Landing Advisory Committee.

Ald. Braithwaite and Rue Simmons agreed to serve on the M/W/EBE Committee.

Ald. Wilson stated that the 1st Ward Alderman has served on the NU/City Committee. Ald. Fiske pointed that this committee was created by a settlement of a lawsuit that NU filed and there has only been one Alderman, 2 city representatives and 2 Northwestern University representatives and anyone is invited to attend. Ald. Rue Simmons said she would like to serve on the NU/City Committee. Ald. Wilson said in light of the fact that the 1st and 5th wards are in close proximity he moved to increase the membership from 1 member to 2. Ald. Braithwaite seconded. Motion passed.


Ald. Wynne and Suffredin agreed to serve on the 911-Emergency Telephone System Board. Motion passed.

Ald. Braithwaite and Fleming volunteered to serve on the 2 member City School Liaison Committee. Motion passed.

RESOLUTION OF SWANCC’S BOARD:
Ald. Wilson stated that membership on this board has traditionally been held by the Mayor of the City of Evanston. Ald. Wynne moved to adopt the resolution to appoint Mayor Hagerty to serve as Director on the SWANCC Board. Ald. Braithwaite seconded. Motion passed.

DISCUSSION OF CITY COUNCIL RULES:
Ald. Wilson asked if anyone was interested in discussing anything in the rules or bring up anything that might need to be addressed before moving forward with the new Council. Ald. Rainey noted that Rule 5.71 states “Committees consisting of all Aldermen shall have their initial chair appointed by the Rules Committee.” She would like to start out by chairing the Planning & Development Committee first. Ald. Braithwaite said he would start chairing A&PW. Ald. Fiske will start
(VI) Consent Agenda and Report of Standing Committees:
Administration & Public Works - Alderman Rainey
Planning & Development - Alderman Wynne
Human Services - Alderman Braithwaite
Rules - Alderman Rainey

CONSENT AGENDA

(M1) Approval of Minutes of the Regular City Council Meeting of December 11, 2017. 
For Action

ADMINISTRATION & PUBLIC WORKS COMMITTEE

(A1) Payroll – November 27, 2017 through December 10, 2017 $ 2,729,121.27
Payroll – December 11, 2017 through December 24, 2017 $ 2,737,951.63

(A2.1) Bills List – January 9, 2018 (FY 2017) $ 6,621,592.84
Credit Card Activity (not including Amazon/Sunshine transactions) -
   Period Ending November 30, 2017 $ 157,991.71
For Action

(A2.2) Amazon Credit Card Activity –Ending November 30, 2017 $ 11,314.94
For Action

(A2.3) Sunshine Gospel Ministries Transactions –
   Ending January 9, 2018 $ 40,000.00
For Action

(A3.1) Change Order #4 for Gibbs Morrison Site Improvement Project with Copenhaver Construction, Inc.
Staff recommends that City Council authorize the City Manager to approve Change Order #4 for the Gibbs Morrison Site Improvement Project (Bid No. 17-43) with Copenhaver Construction, Inc. (75 Koppie Drive, Gilberts, IL) which extends the contract deadline from December 28, 2017 to June 15, 2018. There is no additional project funding required as a result of this change order.
For Action
Thank you for your interest in volunteering at Sunshine Gospel Ministries. We appreciate your cooperation with this application process. The following information is requested solely for the purpose of evaluating the applicant for a volunteer position.

**Tutoring Ministry**

**Personal Information**

Name_____________________

Spouse ____________________

Home Phone ____________________________

Work Phone __________________________

Email Address ___________________________

Cell Phone __________________________

Address ____________________________________________________________

City _________________________ State _______________ Zip ______________________

**Questions**

Please answer the following questions, using a separate sheet of paper if necessary. The information you provide will be verified through independent means, as necessary and practical.

How did you hear about Sunshine?
__________________________________________________________________________

Summarize your professional and personal experience (including volunteer) relative to your interest in helping out at Sunshine.
__________________________________________________________________________

Have you ever been accused of or charged in an incident of actual or attempted child abuse, sexual abuse or other similar moral impropriety? If yes, have any and all moral improprieties been fully and satisfactorily resolved?
__________________________________________________________________________

Are you a Christian? ___________________________

If so, when and how did you become a Christian (briefly)?
__________________________________________________________________________

How is your Christian faith and commitment lived out and demonstrated daily? __________
__________________________________________________________________________

If Jesus were to ask you, “Why should I let you into Heaven?” What would you say?
__________________________________________________________________________
How do you view the following:

Use of alcohol and tobacco?
_____________________________________________________________________________
_____________________________________________________________________________

Homosexuality?
_____________________________________________________________________________
_____________________________________________________________________________

Sex before marriage or outside of marriage?
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

Sunshine Gospel Ministries’ Doctrinal Statement

- We believe that the Bible is the inspired, infallible, inerrant word of God.
- We believe that there is one God, eternally existent in three persons: Father, Son, and Holy Spirit.
- We believe in the deity of our Lord Jesus Christ, in his virgin birth, his sinless life, his bodily resurrection, in his ascension to the right hand of the Father and in his personal return in power and glory to reign forever.
- We believe that all humans are lost and are saved only by the Grace of God. That this salvation was accomplished by the finished work of Christ alone and that receiving this sacrifice by faith we are redeemed and become children of God.
- We believe that all Christians are indwelled by the Holy Spirit of God and that among other ministries; He produces spiritual growth in each believer.
- We believe in the resurrection of both the saved and the lost. Those who are saved unto eternal life and those who are lost unto eternal damnation.

Please read the following carefully. Your signature indicates your agreement.

I state and agree that I am not in opposition to the Doctrinal statement of Sunshine Gospel Ministries.

Sunshine exists to demonstrate Jesus Christ and Christian living to all we encounter, and all volunteers are to not undermine Sunshine’s values and beliefs while they are attending any of the Sunshine programs. We believe it is important that the moral standards and practices of all volunteers be a reflection of Sunshine’s commitment to Jesus. I understand this and as a volunteer, I will be supportive of this position.

I understand this is an application for volunteer service, and that as a volunteer, I am neither an agent nor an employee of Sunshine Gospel Ministries. I have no expectation of compensation for the services that I render as a volunteer, and do not have authority to legally bind or obligate SGM, nor do I have the authority to speak on behalf of the ministry, except as specifically instructed.

I affirm that I have never been convicted of, nor am I the subject of pending charges for any offense involving actual or attempted child abuse or sexual molestation in any jurisdiction OR that
any occurrences of actual or attempted abuse have been satisfactorily resolved. Further, I allow Sunshine Gospel Ministries to conduct background checks, as necessary.

I recognize that as a condition of my volunteer service, I may be required to consent to and furnish to SGM a criminal records check from the Central Criminal Records Exchange or other appropriate federal and/or state law enforcement agency, and I consent to do so.

I certify that statements provided in this application are true and complete, and that any misrepresentation or omission may be grounds for rejection of my application or for dismissal if I am accepted for service.

Volunteer Printed Name

Volunteer Signature   Date
that they are temples of worship (Rom 12:1-2; 1 Cor. 6:19-20), even bodily activities - like eating and sex - are spiritual pursuits. Because of Christ’s resurrection, we take physical existence very seriously. Here are some practical ways for you to live out Christ likeness in your time at Moody.

Human Sexuality
The Moody Bible Institute’s foundation for understanding human sexuality is rooted in our commitment to the Bible as the only authoritative guide for faith and practice. The first two chapters of Genesis constitute the paradigm and prerequisite of God’s enduring creative intent for human personhood, gender and sexual identity, and sexual intimacy in marriage (Genesis 1:27, 2:24; cf. Matthew 19:4-5).

We affirm that humanity came from the hand of God with only two sexual distinctions, male and female, both bearing the image of God, and emerging from one flesh with the unique physical capacity to reunite as one flesh in complementarity within a marriage. God’s creation design and intent for marriage as expressed in Genesis 2 is therefore exclusively between one man and one woman. Within this monogamous context, intended to be lifelong, sexual intimacy is a glorious blessing from God.

Based on biblical theology (cf. Leviticus 18, 1 Corinthians 5-6, and other passages), we conclude that non-marital sex, homosexual sex, same-sex romantic relationships, and transgender expressions are deviations from God’s standard, misrepresenting the nature of God Himself. As such, these are wrong under any circumstances in God’s eyes. We affirm the worth and relevance of human gender and sexuality as a distinctive of marriage. Consequently, we consider all other forms of sexual expression sinful, misaligned with God’s purposes.

We affirm God’s love and concern for all of humanity, a concern that compelled Him to offer His Son as a ransom for our lives, and we consider His biblically recorded and specifically defined guidelines for sexual practice to be enduring expressions of His love and protection of our human identity (Matthew 19:5-9).

Our expectation is that each member of the Moody community will honor the biblical obligation to surrender one’s body to God. Non-marital sexual intimacy, homosexual sexual intimacy and same-sex romantic relationships, and gender identification that is incongruent with one’s birth sex are all violations of biblical teaching from which Moody derives its community standards. We willingly submit ourselves to these biblical mandates in light of our call to holiness and to self-surrender.

Relationships and Physical Expression
While at Moody, we encourage you to make all of your relationships reflective of God’s character and love. We expect you to honor others and yourself both emotionally and physically, finding your identity and approval in Christ rather than a relationship. Relationships exist within the community and not only impact ourselves but also those around us. As a Moody community, we have an active responsibility to discourage exploitive and sinful behavior and encourage others towards healthy, sustainable, and God-honoring relationships.

Our expectation is that all expression of physical affection be characterized by a commitment to mutual respect for each other and an awareness of the impact our actions have on the surrounding community. Please limit public displays of affection to hand-holding and brief hugs. Unmarried students are not permitted to be alone in an apartment or home with a member of the opposite sex. Students are encouraged to hold each other accountable by courageously and respectfully expressing their concern to their peers when they observe interactions that conflict with these values.

Sexual Addictions and Pornography
God designed our sexuality to be communal, drawing us to our spouse. That is why private, solitary sexual fulfillment such as fantasizing, use of pornography, masturbation, and self-exposure are all sinful and self-destructive.

In Student Development, we understand that many students already know sexual brokenness. We are here to aid you in your journey toward sexual wholeness. We encourage you to ask your RA or RS for prayer and guidance. In addition, we encourage you to take part in holistic accountability with other students where verbal confession and healing prayer is practiced (James 5:13-16).
MOODY BIBLE INSTITUTE
UNDERGRADUATE

ACADEMIC CATALOG
2017–2018

Chicago, IL Campus
820 N. LaSalle Blvd., Chicago, IL 60610

Spokane, WA Campus
611 E. Indiana Ave., Spokane, WA 99207

Office of Admissions
(312) 329-4400
(800) 967-4MBI
moody.edu
Institutional Positions Related to the Moody Bible Institute Doctrinal Statement
In addition to the distinctive elements derived from a historic understanding of the 1928 Doctrinal Statement, Moody has historically been identified with the positions outlined below. Although trustees, education administrators, and faculty are expected to hold these positions, we recognize that we serve and minister with others whose traditions differ on these subjects.

Gender Roles in Ministry
Moody values the worth and dignity of all persons without distinction as created in God’s image. We affirm the priesthood of all believers and the responsibility of every Christian woman and man to take an active role in edifying the church. For that purpose, the Holy Spirit distributes ministry gifts to believers without distinction of any kind. That reality imposes the responsibility on every believer to fulfill ministry consistent with God’s grace.

Moody distinguishes between ministry function and church office. While upholding the necessity of mutual respect and affirmation as those subject to the Word of God, Moody understands that the biblical office of elder/pastor in the early church was gender specific. Therefore, it maintains that it is consistent with that understanding of Scripture that those church offices should be limited to the male gender.

Sign Gifts of the Holy Spirit
Moody maintains that there is one baptism of the Holy Spirit that occurs at the time a person is born again, placing that one into the body of Christ. Moody also distinguishes between spiritual gifts distributed to believers to equip them for ministry and the “sign gifts,” which are understood to have been manifestations of the Holy Spirit to authenticate the messenger and the gospel message during the foundational period of the church. Therefore, Moody holds that “sign gifts” are not normative for the church today. While this institutional position is not and must not be a test of fellowship with those whose traditions differ, members of this community will neither practice nor propagate practices at variance with Moody’s position.

Human Sexuality
Moody’s foundation for understanding human sexuality is rooted in our commitment to the Bible as the only authoritative guide for faith and practice. The first two chapters of Genesis constitute the paradigm and prerequisite for God’s creative intent for human personhood, gender and sexual identity, and sexual intimacy in marriage (Genesis 1:27; 2:24; cf. Matthew 19:4–5).

We affirm that humanity came from the hand of God with only two sexual distinctions, male and female, both bearing the image of God, and emerging from one flesh with the unique physical capacity to reunite as one flesh in complementarity within a marriage. God’s creation design and intent for marriage as expressed in Genesis 2 is therefore exclusively between one man and one woman. Within this monogamous context, intended to be lifelong, sexual intimacy is a glorious blessing from God.

Based on biblical theology (cf. Leviticus 18; 1 Corinthians 5–6; and other passages), we conclude that non marital sex, homosexual sex, same-sex romantic relationships, and transgender expressions are deviations from God’s standard, misrepresenting the nature of God Himself. As such, these are wrong under any circumstances in God’s eyes. We affirm the worth and relevance of human gender and sexuality as a distinctive of marriage. Consequently, we consider all other forms of sexual expression sinful, misaligned with God’s purposes.

We affirm God’s love and concern for all of humanity, a concern that compelled Him to offer His Son a ransom for our lives, and we consider His biblically recorded and specifically defined guidelines for sexual practice to be enduring expressions of His love and protection of our human identity (Matthew 19:5–9).

Our expectation is that each member of Moody’s community will honor the biblical obligation to surrender one's body to God. Non marital sexual intimacy, homosexual sexual intimacy and same-sex romantic relationships, and gender identification that is incongruent with one's birth sex are all violations of biblical teaching from which Moody derives its community standards; We willingly submit ourselves to these biblical mandates in light of our call to holiness and to self-surrender.

Doctrinal Qualifications for Students
To maintain continuity and consistency with the heritage entrusted to its care, Moody requires its faculty and administration to agree with, personally adhere to, and support all the school’s distinctive doctrines. These identify what is believed and taught in our classes. However, the school also recognizes that its specific theological positions do not define orthodoxy for the whole body of Christ. For this reason, Moody accepts students from other theological traditions within conservative evangelicalism. However, to be admitted and to graduate, students must personally adhere to and support the following doctrinal positions:

- The inspiration, authority, and inerrancy of Scripture,
- The Trinity,
- The full deity and full humanity of Christ,
- The creation of the human race in the image of God,
- The spiritual lostness of the human race,
- The substitutionary atonement and bodily resurrection of Christ,
- Salvation by grace through faith alone in Christ alone,
- The physical and imminent return of Christ, and
- The eternal reward of the righteous and the eternal judgment of the lost
ADMISSIONS

Assessment of Educational Effectiveness
Moody evaluates its educational effectiveness by measuring students’ attainment of learning outcomes in programs and degrees, while conducting periodic reviews using course evaluations and surveys. Students are expected to participate in these surveys and other institutional assessment activities so that Moody can maintain and improve its effectiveness.

Nondiscrimination Policy
Moody admits students of any race, color, gender, nationality, age, disability, or ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at Moody. It does not discriminate on the basis of race, color, gender, nationality, age, disability, or ethnic origin in its educational policies, admissions policies, scholarship and loan programs, and athletic and other school-administered programs.

The Online Application
Prospective students can access the self-managed application online by going to moody.edu and clicking on the “Apply” button, which is on most pages of the website, or by going to moody.edu/chicago/apply or moody.edu/spokane/apply respectively. Prospective students must first create an application account by providing biographical and demographical information. Once the application account is created, applicants may select the proper application: Undergraduate School Application–Chicago, or Undergraduate School Application–Spokane, Washington. The online application consists of the application, autobiographical essays, an outline of Moody’s Doctrinal Statement, reference forms, and all necessary instructions. Please follow the application instructions carefully. Applicants may receive assistance by calling (800) 967-4624 or by emailing admissions@moody.edu.

Application Deadlines
Although early application does not ensure admission to Moody, applying early in the final year of high school is advisable. Prospective students may apply as early as one year in advance of planned enrollment. Transcripts of current high school students should include records of grades earned through the end of the junior year and, preferably, the first semester of the senior year. Allow sufficient time for transcripts and references to be received so that they arrive in the Office of Admissions by the deadlines below. Applications must be submitted and all required credentials must be on file by the deadlines below in order to receive equal consideration with other applicants. Decision letters will be mailed in mid-January for early decision and mid-April for regular decision for fall applicants, and mid-November for spring applicants.

<table>
<thead>
<tr>
<th>BA (Chicago campus)</th>
<th>Early Decision Application Deadline</th>
<th>Regular Decision Application Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Semester</td>
<td>Fall Semester</td>
<td>December 1</td>
</tr>
<tr>
<td></td>
<td>Spring Semester</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BMus (Chicago campus)</th>
<th>Fall Semester</th>
<th>Spring Semester</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Semester</td>
<td>November 15**</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>October 1**</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BA and BSMAT (Spokane campus)</th>
<th>Beginning Semester</th>
<th>Fall Semester</th>
<th>Spring Semester</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>June 1***</td>
<td>December 1***</td>
</tr>
</tbody>
</table>

*Spring semester applicants must have completed at least one semester of college (12 college credits).
**It is strongly recommended that students who are interested in a music degree have their application in by November 15 for early decision and February 15 for regular decision for the fall semester. This will help to provide sufficient time to gather and process the additional information that the Music faculty requires. Completed applications after these deadlines will be considered if space is available.
***Decisions will be made on a rolling basis. Applications will be evaluated when completed and an admissions decision should be mailed within two weeks of the completed application.

The Application Process
All credentials presented to Moody become property of Moody and cannot be returned to the applicant. When completing the application, applicants should be certain to include information about personal and academic circumstances that would be helpful in the evaluation of his or her profile. No applicant can be admitted who has not been approved by the Admissions Committee and received an official notice from the dean of admissions.
This course can apply as a Bible or Theology elective. This course is not open to freshmen. This course can be credited as an Old Testament Bible elective.

BI-4452 Messianic Prophecy (3 credits)
Tracing the course of messianic prophecy in the Old Testament as it related to Israel and the Jewish nation, and showing its fulfillment in the person of the Lord Jesus Christ, this course gives attention to Jewish interpretation of prophetic passages as expressed in Jewish literature. This course is not open to freshmen. This course can be credited as an Old Testament Bible elective.

BI-4455 Biblical Perspectives on Human Sexuality (3 credits)
This course is intended to introduce the breadth and depth of what it means to be human beings, embodied, spiritual, emotional and relational. The course will build on a biblical foundation for human identity, and explore how to relate with each other as redeemed men and women created in His Image. The course focuses on the biblical meaning of marriage and human sexuality as well as their contemporary aberrations, such as same sex attraction, pornography, divorce, and so on. The intent of this course is to guide students in how to live faithful and holy lives as the transformed and transforming Church of God. Prerequisites: BI-2280 Hermeneutics/Bible Study Methods and TH-3330 Systematic Theology I. This course can apply as a Bible or Theology elective.

BI-4458 Topics in Old Testament Studies (3 credits)
An investigation of selected topics in Old Testament studies, topics will be chosen in accord with the professor’s interests and competencies, student interest, and the consent of the program head. This course may be repeated for credit if the topic of study differs. This course can be credited as an Old Testament Bible elective.

BI-4459 Topics in New Testament Studies (3 credits)
An investigation of selected topics in New Testament studies, topics will be chosen in accord with the professor’s interests and competencies, student interest, and the consent of the program head. This course may be repeated for credit if the topic of study differs. This course can be credited as a New Testament Bible elective.

BI-4460 Topics in Old Testament Theology (3 credits)
An investigation of selected topics in Old Testament theology, topics will be chosen in accord with the professor’s interests and competencies, student interest, and the consent of the program head. This course may be repeated for credit if the topic of study differs. This course can be credited as an Old Testament Bible or Theology elective.

BI-4461 Topics in New Testament Theology (3 credits)
An investigation of selected topics in New Testament theology, topics will be chosen in accord with the professor’s interests and competencies, student interest, and the consent of the program head. This course may be repeated for credit if the topic of study differs. This course can be credited as a New Testament Bible or Theology elective.

BI-4462 Topics in Biblical Theology (3 credits)
An investigation of selected topics in biblical theology, topics will be chosen in accord with the professor’s interests and competencies, student interest, and the consent of the program head. This course may be repeated for credit if the topic of study differs. This course can be credited as a New Testament Bible, Old Testament Bible, or Theology elective.

BI-4483 Advanced Hebrew Reading I (3 credits)
Students will focus on selected portions of the Old Testament in order to improve their ability to read Hebrew. Emphasis is placed on morphology, vocabulary, and syntactical recognition. Prerequisite: BI-3371 Hebrew Exegesis I. This course can be credited as an Old Testament Bible elective.

BI-4484 Advanced Hebrew Reading II (3 credits)
Students will complete Advanced Hebrew Reading that moves Hebrew vocabulary toward a cognate of twenty-five. The course emphasizes sight-reading of the more difficult Hebrew texts, while sharpening skills in reading of larger narrative sections, especially in identifying the more “macro-level” literary techniques employed by biblical writers. Assignments focus on aspects of historiography, textual discourse, syntax, and advanced textual criticism. Prerequisite: BI-3371 Hebrew Exegesis I. This course can be credited as an Old Testament Bible elective.

BI-4485 Advanced Greek Reading I (3 credits)
Students’ basic language competency gained in Greek Grammar I and II and Greek Exegesis I and II will be reinforced, including a review of all grammar covered (morphology and syntax). Students will be strengthened in Greek vocabulary (down to words that occur twenty-one times or more in the NT), and will learn to sight-read large portions of the Greek New Testament. At the instructor’s discretion, the course will incorporate elements of the exegetical method covered in Greek Exegesis II and may involve Greek composition (English to Greek) assignments. Technical assignments will be supplemented by exposition in class. Prerequisite: BI-3364 Greek Exegesis II. This course can be credited as a New Testament Bible elective.

BI-4486 Advanced Greek Reading II (3 credits)
Students will complete Advanced Greek Reading, specifically in taking vocabulary down to words that occur ten times or more in the NT, and will learn to sight-read the most difficult NT Greek texts. At the instructor’s discretion, students may also be required to translate passages of the LXX as well as extracanonical classical, Hellenistic, and patristic Greek, noting developments within the language (historical grammar). The course includes additional experience in basic exegetical skills, composition, and readings in points of linguistics and advanced grammar. Other areas may be added at the instructor’s discretion. Prerequisite: BI-4485 Advanced Greek Reading I. This course can be credited as a New Testament Bible elective.

BI-4490 Senior Seminar in Biblical Studies (3 credits)
This is a capstone course designed to integrate the knowledge and skills acquired in the Biblical Studies and Biblical Languages majors and to assess levels of student competency and job and graduate school preparation. Attention will be given to hermeneutics, exegesis, biblical theology, and current scholarly trends and issues. Prerequisites: TH-3330 Systematic Theology I and TH-3340 Systematic Theology II.

CM-1999 Communications Elective
A Communications transfer course that may focus on a particular topic in the field of communications.

CM-2201 Introduction to Communications: Theory, History, and Ministry (3 credits)
This course will introduce students to communications theory and the history of media—specifically evangelical media. The course will also examine the current breadth of communications tools being used by the church. Students will participate in individual and group projects to examine the communications ministry field. This is the introductory course for all students in the major. Course offered every spring semester.
SIGN GIFTS OF THE HOLY SPIRIT
The Institute maintains that there is one baptism of the Holy Spirit that occurs at the time a person is born again, placing that one into the body of Christ. MBI also distinguishes between spiritual gifts distributed to believers to equip them for ministry and the "sign gifts," which are understood to have been manifestations of the Holy Spirit to authenticate the messenger and the gospel message during the foundational period of the church. Therefore, the Institute holds that "sign gifts" are not normative for the church today. While this institutional position is not and must not be a test of fellowship with those whose traditions differ, members of this community will neither practice nor propagate practices at variance with the Institute's position.

HOMOSEXUALITY AND TRANSGENDERISM
Moody Bible Institute's foundation for understanding these issues is rooted in our commitment to the Bible as the only authoritative guide for faith and practice. The first two chapters of Genesis constitute the standard and paradigm of God's creative intent for human personhood, gender and sexual identity, and sexual intimacy in marriage.

Humanity came from the hand of God with two sexual distinctions: male and female. God's divine standard and intent for marriage as expressed in Genesis 2 is between one man and one woman. Within this context, sexual intimacy is a glorious blessing from God and a fundamental aspect of human experience. Based on creation theology, biblical theology, Leviticus 18, 1 Corinthians 5–6, and other passages, we must conclude that homosexual sex and same-sex romantic relationships are a tragic reflection of the brokenness of the human condition and thus a sinful deviation from God's standard, wrong under any circumstance in God's eyes. We do not single out homosexual sex and same-sex relationship, but affirm sexual intimacy within the context of marriage and reject all forms of sexual unholiness, first of all in our own lives, but also in the lives of others whom we have a responsibility and privilege to love.

We affirm God's love and concern for all of humanity, including those brothers and sisters who struggle with same-sex attractions, and also those who experience discord between their biological sex and psychological gender. We regard sex at birth as the identification of the given biological sex of each member of our constituency, including employees and students. We will not accept as valid alterations of one's sex at birth based on experiential variation or medical intervention.

DOCTRINAL QUALIFICATIONS FOR STUDENTS
To maintain continuity and consistency with the heritage entrusted to its care, Moody Bible Institute requires its faculty and administration to agree with, personally adhere to, and support all the school's doctrinal distinctives. These identify what is believed and taught in our classes. However, the school also recognizes that its specific theological positions do not define orthodoxy for the whole body of Christ. For this reason, Moody Bible Institute accepts students from other theological traditions within conservative evangelicalism. However, to be admitted and to graduate, students must personally adhere to and support the following doctrinal positions:

- the inspiration, authority, and inerrancy of Scripture,
- the Trinity,
- the full deity and full humanity of Christ,
- the creation of the human race in the image of God,
- the spiritual lostness of the human race,
- the substitutionary atonement and bodily resurrection of Christ,
- salvation by grace through faith alone in Christ alone,
- the physical and imminent return of Christ, and
- the eternal reward of the righteous and the eternal judgment of the lost.
Sunshine is a Fundamentalist Evangelist Religious Corporation

- Sunshine emphasizes its organizational values and purposes around its **ideology in the strict, literal interpretation of Christian scripture**. It’s mission statements include “**to cultivate Christ-like disciples... while embracing Biblical justice.**”

**Sunshine Gospel Ministries Doctrinal Statement**

“We believe that the Bible is the inspired, infallible, inerrant word of God... that all Christians are indwelled by the Holy Spirit of God ... the resurrection of both the saved and the lost. Those who are saved unto eternal life and those who are lost unto eternal damnation.”

**Sunshine Has Required Volunteer Applicants to Disclose Homosexual Views**

Sunshine’s Tutoring Ministry Application has asked volunteer applicants to disclose their views on homosexuality and to **pledge their belief that those who are “lost” will be resurrected “unto eternal damnation.”**

Sunshine continues to make the application available on its website, and it’s the top search result for the organization’s tutoring and volunteer applications. It’s unclear the capacity in which the application is still used, as Sunshine still regularly uses applications dated back multiple years.

*Image Below As of February 2018*

<table>
<thead>
<tr>
<th>How do you view the following:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Use of alcohol and tobacco?</strong></td>
</tr>
<tr>
<td>--------------------------------</td>
</tr>
<tr>
<td><strong>Homosexuality?</strong></td>
</tr>
<tr>
<td>--------------------------------</td>
</tr>
<tr>
<td><strong>Sex before marriage or outside of marriage?</strong></td>
</tr>
<tr>
<td>-----------------------------------------------</td>
</tr>
</tbody>
</table>
Below: As of January 2018

Best Tutors in Evanston | Private 1-on-1 Tutoring | varsitytutors.com
Rating: 5 stars for varsitytutors.com. 4.9 - 13,727 reviews
Learn from Top U Chicago Grads. Backed by a 100% Money-Back Guarantee.
In-Home 1-on-1 Tutoring. Personally-Tailored. At Your Convenience.

eg. tutoring | uncovering student's potential | egk12.com
School Services - Private Tutoring - Test Prep Services - Online Tutoring
753 Albace Ct, Buffalo Grove, IL

PDF Adult Volunteer Application - Sunshine Gospel Ministries
www.sunshingeosp.org/downloads/Application/Form.pdf
Thank you for your interest in volunteering at Sunshine Gospel Ministries. We appreciate your cooperation with this application process. The following information is requested solely for the purpose of evaluating the applicant for a volunteer position. Tutoring Ministry. Personal Information.

After School Tutoring - Sunshine Gospel Ministries
www.sunshingeosp.org/what-we-do/youth-outreach/after-school-tutoring
ClubHorizons is focused on the 2nd - 8th grade after school program designed to encourage growth in every area of a student’s life. Based on the Scripture... Through academic tutoring, biblical character development, and life skills training, we seek to attain these achievements in these youth. ... Volunteer Application Form (PDF).

Sunshine Gospel Ministries -
www.sunshingeosp.org/ - Home - When We Are - What We Do - What You Can Do - Talk To Us - Learn More - Join - Events - Donate
Sunshine Maintains Ties to Radical Anti-Human Rights Extremists

Sunshine was originally established as Moody Mission by Moody Bible Church, also named after the founder of the Moody Bible Institute. Sunshine’s Executive Director, Joel Hamernick, is a 2006 Moody Bible Institute graduate, and the corporation regularly hires Moody students and graduates.

Moody Bible Institute

- Rated as one of the most hostile anti-LGBTQ college campuses in the nation
- Last semester, Moody’s President Paul Nyquist and other Moody principals were among the 150 signatories of the Nashville Statement, a manifesto rejecting societal acceptance of LGBT social, legal and justice issues
- Promotes the use of sexual-orientation conversion therapy, a pseudoscientific practice widely denounced by every mainstream medical and mental health association, including the American Medical Association and American Psychological Association.
- Moody’s Student Life Guide & Academic Catalog includes the following content:
  - “Homosexual sex, same-sex romantic relationships, and transgender expressions are deviations from God’s standard, misrepresenting the nature of God Himself.”
  - “Homosexual sexual intimacy and same-sex romantic relationships, and gender identification that is incongruent with one’s birth sex are all violations of the biblical teaching from which Moody derives its community standards.”
  - And describes same-sex romantic relationships as “a tragic reflection of the brokenness of the human condition.”
Sunshine Maintains Ties to Radical Anti-Human Rights Extremists

Sunshine’s Executive Director Hamernick has himself promoted anti-LGBTQ works and authors, including that of Pastor Eric Redmond, an Assistant Professor at Moody Bible Institute, who regularly reprints the work of the Family Research Council, a designated hate group, as well as other anti-LGBTQ & anti-Islamic rhetoric.

<table>
<thead>
<tr>
<th>Excerpts from Redmond’s Book</th>
<th>SUNSHINE’s Executive Director, Hamernick, promotes this work as</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Homosexual practice and church membership cannot co-exist if the church is to remain free of evil”</td>
<td>“Brilliant little book”</td>
</tr>
<tr>
<td>Churches “should not and must not accept unrepentant homosexuals.”</td>
<td>“Easy to read, engaging, and short – therein containing a good formula for a book designed to be passed out and to get a guy thinking”</td>
</tr>
<tr>
<td>“Christians... have the responsibility “not to associate with sexually immoral people” who claim to be “brothers” of the faith, which includes homosexuals.”</td>
<td>“Pray God will use it for its intended purpose”</td>
</tr>
<tr>
<td>“You must not send signals to homosexuals that you continue to deny your natural gender.”</td>
<td></td>
</tr>
<tr>
<td>“Homosexual marriage degrades a time-honored institution”</td>
<td></td>
</tr>
<tr>
<td>“Homosexual marriage would subject children to unstable home environments”</td>
<td></td>
</tr>
<tr>
<td>“Homosexual marriage is an empty pretense”</td>
<td></td>
</tr>
<tr>
<td>“Homosexual couples typically engage in a shocking degree of promiscuity.”</td>
<td></td>
</tr>
</tbody>
</table>
C. Shawn Jones

Letter re: 18 BOE 001
Evanston Board of Ethics  
c/o Mario Treto, Administrative Liaison  
City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201

RE: Board of Ethics Complaint – Robin Rue Simmons  
18-BOE-001

Dear Mr. Treto:

Please consider this as a motion to dismiss the scheduled rehearing of the above referenced matter, and pass it along to the Board as such.

This law firm represents Robin Rue Simmons, Alderman of the 5th ward, who apparently faces a fourth hearing before the Evanston Board of Ethics, scheduled for September 25, 2018. For the reasons set forth herein, the Board of Ethics must dismiss this matter in its entirety. The matter has already been addressed multiple times and the charges dismissed.

Further, conflicts that existed between members of the Board of Ethics and the complainant in this case, Misty Witenberg, have only deepened since the Board’s vote to rehear Ms. Witenberg’s complaint, a vote taken August 21, 2018.

To date, though I have requested it several times, I have not received a copy of the complaint allegedly set for rehearing. I do not know which complaint would be heard, or if the new or reheard complaint consists of the entire originally filed complaint or a portion thereof, since the Board already ruled it did not have jurisdiction over the bulk of the counts. I do not know who voted, nor have I received the alleged motion for reconsideration. The Board of Ethics link on the City’s website does not appear to contain a copy of the motion for reconsideration.

Regardless of the nature of the alleged rehearing vote, the nature of the elements of the complaint the Board understands it will hear, or the fact the Board has heard elements of this case no less than three times already, there are serious conflicts within the Board of Ethics itself that caution against any further action on this case.

The Board allegedly voted to reconsider Ms. Witenberg’s complaint on August 21, 2018. Less than two weeks later, while Ms. Witenberg’s complaint was allegedly before the board, Board Member Elizabeth Gustafon posted the following on Ms. Witenberg’s Facebook timeline (copy
attached: “Had a lovely time tonight. Really enjoyed meeting your friends. Did not take
pics...cuz when I am enjoying myself...the cellular stay in the handbag. Xoxo.”

The appearance of an impartial Board of Ethics is compromised when a complainant is observed
wining and dining members of the very board that will hear her complaints. It is ironic and
contradicts the very nature of an impartial “ethics” panel. This is particularly so when the
members who initially recused herself from matters concerning my client goes on to unrecuse
herself in order to vote to rehear Ms. Witenberg’s complaint (for a fourth time). These actions
constitute a violation of the City’s Code of Ethics, Sections 1-10-4(c)(1), requiring board
members to act with “impartiality and without prejudice or bias for the benefit of all citizens of
the City,” and 1-10-4(c)(3)(2), prohibiting any action “which impairs, or would to a reasonable
person appear to impair, the officer’s or employee’s independence of judgment” in exercising
BOE duties.

The complaint has been addressed, fully heard, and a decision reached. It should not be
“reheard,” particularly when the key vote to rehear has such an extensive personal relationship
with the complainant.

Further, under Board rules, Ms. Rue Simmons is to be provided with the opportunity to fully
brief any motion before the Board prior to hearing. She was not provided that opportunity either
on the motion to reconsider, or now on the alleged rehearing of the complaint itself.

There is simply no reason to continue this matter any further. The “rehearing” should be
dismissed, the Board’s July 24, 2018, findings should stand, and all the parties should move on
the other things.

As noted in earlier correspondence, I will be attending a specially set ZBA hearing on September
25 and unable to attend the BOE hearing. Should the Board wish to hear argument on this motion
at that time, however, it may be possible for me to briefly leave the ZBA hearing and address the
BOE. Please let me know.

Thank you.

Sincerely,

C. Shawn Jones, Attorney for Ald. Rue Simmons

CC: Client
Exhibit to
C. Shawn Jones
Letter re: 18 BOE 001
Had a lovely time tonight. Really enjoyed meeting your friends. Did not take pics...cuz when I am enjoying myself...the cellular stays in the handbag.

xoxo

Misty Witenberg and 1 other